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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
CHANCERY DIVISION

THE PEOPLE OF THE STATE OF ILLINOIS,)
)
Plaintiff,)
)
v.) No. 2026CH08548
)
A.B.C. PLUMBING, HEATING, COOLING,)
& ELECTRIC, INC., an Illinois Corporation,)
)
Defendant.)

COMPLAINT FOR INJUNCTIVE AND OTHER RELIEF

NOW COMES the Plaintiff, the People of the State of Illinois, by Kwame Raoul, Attorney General of the State of Illinois, and brings this action for injunctive and other relief against A.B.C. Plumbing, Heating, Cooling & Electric, Inc., an Illinois corporation, for violations of the Consumer Fraud and Deceptive Business Practices Act (“Consumer Fraud Act”), 815 ILCS 505/1 *et seq.*, Uniform Deceptive Trade Practices Act, 815 ILCS 510/1 *et seq.*, and the Home Repair and Remodeling Act (“Home Repair Act”), 815 ILCS 513/1 *et seq.*

NATURE OF THE CASE

1. A.B.C. Plumbing, Heating, Cooling & Electric, Inc (hereinafter “ABC”) tempts consumers with offers of low-cost inspection or maintenance services. ABC’s online, television, radio, billboard, and print advertising offer consumers a furnace tune-up for \$25 and promise its “licensed” and “certified” technicians will “do it right the first time.” But once inside consumers’ homes, the costs start ballooning. After quickly looking at the consumer’s initial issue, which ABC frequently tells consumers requires a complete replacement of the appliance in question, ABC inspects other areas of the consumer’s home without asking for permission. When ABC

technicians inevitably find additional issues, they present them to consumers as emergencies, even life-threatening, requiring immediate remedy.

2. Having created a sense of urgency, ABC then presents the consumers, many of whom are seniors, with an iPad or tablet PC, which the technician quickly scrolls through and asks the consumers to sign to get work started. Only later do consumers learn that they have signed a contract for work to be performed at an exorbitant price. Simultaneously, by signing, they have also unwittingly and improperly waived their statutory rights to cancel the contract.

3. And when ABC commences the overpriced and often unnecessary work, the end product is sometimes shoddy and incomplete. This is to be expected, as the company occasionally uses unlicensed technicians to provide plumbing work for which a license is required. Consequently, consumers are left paying someone else to fix what ABC has left behind.

4. ABC has violated the Consumer Fraud Act, Uniform Deceptive Trade Practices Act, and Home Repair Act by: a) misrepresenting to consumers that home repair work needed to be completed when in fact the home repair work in question did not need to be performed; b) pressuring consumers, particularly senior citizens, to agree to additional home repair work on their homes that they did not want or need; c) improperly obtaining verification from consumers to waive a consumer's right to cancel in an emergency situation under Section 2B of the Consumer Fraud Act; d) failing to provide required notices of cancellation that complied with Section 2B of the Consumer Fraud Act; e) misrepresenting the nature of the documents that consumers were signing for home repair and remodeling work; f) failing to allow consumers to read and review the documents that they are signing until, in many cases, the work was already completed; g) providing copies of the signed and completed paperwork to consumers via email only after the agreed upon work was completed; h) misrepresenting to consumers via

advertisement that ABC plumbing technicians are all licensed plumbers, when in many cases they are not licensed; i) failing to provide consumers with an itemized receipt or contract for home repair work greater than \$500 as required by the Home Repair Act; and j) performing home repair work in a substandard manner.

PUBLIC INTEREST

5. The Illinois Attorney General believes this action to be in the public interest of the citizens of the State of Illinois and brings this lawsuit pursuant to the Consumer Fraud Act, 815 ILCS 505/7(a), Uniform Deceptive Trade Practices Act, 815 ILCS 510, and the Home Repair Act, 815 ILCS 513/35.

JURISDICTION AND VENUE

6. This Complaint for Injunctive and Other Relief (hereinafter “Complaint”) is brought for and on behalf of the People of the State of Illinois, by Kwame Raoul, Attorney General of the State of Illinois, pursuant to the Consumer Fraud Act, 815 ILCS 505/1 *et seq.*, Uniform Deceptive Trade Practices Act, 815 ILCS 510/1 *et seq.*, the Home Repair Act, 815 ILCS 513/1 *et seq.*, and his common law authority as Attorney General to represent the People of the State of Illinois.

7. Venue for this action properly lies in Cook County, Illinois, pursuant to Section 2-101 of the Illinois Code of Civil Procedure, 735 ILCS 5/2-101, in that ABC’s primary place of business is in Cook County and some of the transactions at issue in this Complaint and out of which this action arose occurred in Cook County.

PARTIES

8. Plaintiff, the People of the State of Illinois, by Kwame Raoul, the Attorney General of the State of Illinois, is authorized to enforce the Consumer Fraud Act, 815 ILCS 505/1 *et seq.*,

the Uniform Deceptive Trade Practices Act, 815 ILCS 510/1 *et seq.*, and the Home Repair Act, 815 ILCS 513/1 *et seq.*

9. ABC is an Illinois corporation first established in 1968 which has a business address of 220 W. Campus Dr., Arlington Heights, IL 60004, and primarily offers and contracts for home repair and remodeling services.

TRADE AND COMMERCE

10. Subsection 1(f) of the Consumer Fraud Act, 815 ILCS § 505/1(f), defines “trade” and “commerce” as follows:

The terms ‘trade’ and ‘commerce’ mean the advertising, offering for sale, sale, or distribution of any services and any property, tangible or intangible, real, personal, or mixed, and any other article, commodity, or thing of value wherever situated, and shall include any trade or commerce directly or indirectly affecting the people of this State.

815 ILCS 505/1(f).

11. Defendant ABC, at all material times, has engaged in trade and commerce in the State of Illinois by advertising, soliciting, offering for sale, and selling home repair and remodeling services as defined in Section 10 of the Home Repair Act, 815 ILCS 513/10.

DEFENDANT’S UNFAIR AND DECEPTIVE BUSINESS PRACTICES

12. ABC offers and performs the following home repair services in Illinois: plumbing repair and maintenance; sewer and drain cleaning and repair; air conditioning repair and installation; heating repair and installation; and electrical installation, repair, and upgrades.

13. ABC advertises its home repair services via television, radio network, and physical billboards to reach interested consumers.

14. ABC further promotes its business through the use of its website, <https://www.4abc.com/>.

15. ABC utilizes the slogan “do it right the first time” as part of television and radio advertisements.

16. ABC titles their website with the slogan: “ABC: Consider It Done!” This slogan is used on nearly every page of ABC’s website. See ABC Website Screenshot (dated August 31, 2026), attached and incorporated hereto as Exhibit A; ABC Website Screenshot – Areas We Serve (dated August 31, 2026), attached and incorporated hereto as Exhibit B.

17. At the bottom of its web page, ABC also adds a longer slogan: “No Matter The Job, Consider It Done.” See Exhibit A; Exhibit B.

18. With regard to its employees which perform plumbing services, ABC specifically refers to such technicians as “licensed plumbing pros,” “certified plumbing technicians,” and “expert plumbers.” Exhibit B; ABC Website Screenshot – ABC Plumbing (dated August 31, 2026), attached and incorporated hereto as Exhibit C.

19. Such terms as outlined in paragraph 17 lead consumers to believe that ABC technicians are qualified and licensed in their areas of expertise.

20. ABC’s advertising representations regarding their plumbing technicians lead consumers to believe that they are hiring professionally licensed and qualified plumbers.

21. In some instances, technicians who perform plumbing work on consumers’ homes are in fact not licensed plumbers as represented by ABC.

22. ABC also frequently offers promotional discounts, such as discounts on heating and air conditioning maintenance, in their advertisements. These discount offers entice consumers to use ABC for their home repair services due to the reasonable price.

23. ABC’s use of their slogans, advertisements, and promotional discounts encourage consumers to choose ABC over their competitors.

24. Misrepresentations during Consumer Interactions with ABC Technicians

25. Most consumers contact ABC for home repair services after either seeing or hearing an ABC advertisement or viewing ABC's website.

26. For example, at least one consumer was prompted to reach out to ABC after seeing an advertisement for ABC in which the company offered furnace tune-ups for \$25.00.

27. Consumers contact ABC either by phone or by filling out the online form on the company's website.

28. After a consumer contacts ABC, a technician is sent to the consumer's home to evaluate the home repair issue in question.

29. Often, ABC sends technicians within 24-48 hours of the consumer's initial contact with ABC.

30. Once the ABC technician arrives at the consumer's home, the technician conducts an inspection of the home repair issue that the consumer is experiencing trouble with.

31. In some instances, Defendant's technicians perform a quick, cursory inspection, often lasting less than five minutes.

32. After an inspection of the home repair issue, ABC technicians discuss with consumers the extent of the home repair work to be done in consumers' homes.

33. As part of this discussion, ABC technicians, in some instances, show consumers videos and images on a tablet device.

34. In some instances, ABC technicians misrepresent to consumers that the videos and photos that they are being shown were taken during the current inspection of the consumer's property, when in truth and in fact they are not.

35. In many instances, based on the video footage and physical inspections, ABC's technicians recommend to the consumer a certain course of action to repair or correct the home repair issue in question.

36. In some instances, ABC's technicians represent to consumers that these additional home repair services are "emergency" in nature, and if the consumer fails to have the additional work done, their health and/or safety would be in jeopardy when in truth and in fact they are not.

37. For example, at least one consumer was told by an ABC technician that if he did not immediately replace his furnace's heat exchangers, he would be at risk of carbon monoxide poisoning when, in truth and fact, the furnace's heat exchangers were not damaged.

38. Some consumers have obtained estimates from other third-party home repair contractors prior to purchasing ABC's recommended home repair services.

39. In some of those instances, the third-party home repair contractor has informed the consumer that the videos shown to the consumer by the ABC technician are not videos that were taken of the consumer's specific home repair issue that ABC allegedly inspected.

40. And in some instances, the third-party home repair contractor has confirmed that the emergency home repair work that ABC attempted to sell to consumers does not need to be performed.

41. Upselling of Additional Home Repair Products and Services

42. After examining the initial home repair issue in the consumers' homes, many ABC technicians begin to examine other parts of the home, often without permission of the consumer.

43. ABC's technicians frequently pressure consumers into purchasing additional services after conducting such additional inspections.

44. In many instances, the consumers in question are senior citizens.

45. After examining the additional units and/or home systems for potential issues, ABC technicians often represent that further work is necessary and attempt to include these costs in the contract provided to the homeowner.

46. Some consumers are offered discounts on the price of repairing all the indicated appliances/systems in their home if they agree to purchase both the initial home repair work and the additional home repair work from ABC.

47. Some consumers are also offered memberships in ABC's paid membership warranty program if they agree to purchase the additional repair work.

48. In some instances, consumers are signed up for the membership program without their knowledge, and do not discover that they have been signed up for the program until they receive their first monthly charge.

Contracts and Delivery of Contracts to Consumers

49. In many instances, consumers who agree to let ABC perform the home repair work in question are presented with contracts for the work to be completed by the ABC technician.

50. In addition to the written contract, ABC's technicians verbally explain the work to be completed, including any additional repairs which are allegedly discovered during the unannounced and unrequested home walkthroughs.

51. After verbally explaining the home repair services to be rendered, ABC technicians typically provide consumers with a digital tablet or iPad for signature, which contains the contract that consumers must sign prior to ABC beginning the home repair work.

52. In some instances, consumers who are senior citizens and are unfamiliar with digital technology are asked to sign the document on the digital iPad or tablet despite informing the ABC technician that they do not understand how the tablet works.

53. In some instances, ABC's technicians do not allow consumers to read and review the contract prior to signing.

54. ABC technicians frequently scroll through the contract to reach the signature page on the consumer's behalf, so that the consumer does not have an opportunity to read the text of what they are signing.

55. By scrolling quickly through the contract, ABC technicians prevent consumers from reading the disclosures relating to the consumer's right to cancel under Section 2B of the Consumer Fraud Act, 815 ILCS 505/2B.

56. Because the signature line in ABC's contract is on a separate page from the terms of the contract, including the consumer's waiver of rights, many consumers do not know or understand what they are signing.

57. In some instances, ABC technicians misrepresent the nature of the documents that consumers sign by telling them that they are signing for ABC to begin work, not that they are signing a contract.

58. When some consumers ask to review the contract to know what they are signing, ABC's technicians verbally represent to consumers that they are signing for their consumer rights and do not allow consumers to read the document themselves.

59. The ABC technicians also fail to verbally explain what specific consumer rights are included in the contract.

60. ABC's technicians often fail to orally advise consumers of their 3-day right to cancel, as required by Section 2B of the Consumer Fraud Act, 815 ILCS 505/2B.

61. ABC technicians often fail to provide consumers with a physical copy of the contract at the time they sign it.

62. Once consumers sign the tablet to begin work, including signing ABC's notice of waiver, ABC typically sends consumers a copy of the contract via email within 24 hours.

63. In some instances, ABC fails to provide the consumer with their signed contract via email until days after the contract was signed, long after the consumer's right to cancel has expired.

64. In other instances, work on consumer's homes has already been completed by ABC prior to the consumer receiving a copy of their contract.

65. ABC technicians typically begin the home repair work either immediately after the consumer signs the contract or begin work within a few hours of consumers signing.

66. As a consequence, many consumers only have the opportunity to fully read and review what they have signed after the home repair work has already been performed.

Waiver of a Consumer's Right to Cancel Under Section 2B Of the Consumer Fraud Act

67. Section 2B of the Consumer Fraud Act allows a consumer to cancel a contract or transaction for \$25 or more, that is entered into while the seller is physically present at a consumer's residence. 815 ILCS 505/2B.

68. Pursuant to Section 2B, a seller must provide a fully completed receipt or contract containing a Notice of Cancellation that informs the consumer of their 3-day right to cancel. 815 ILCS 505/2B.

69. The seller must also verbally advise the consumer of their 3-day right to cancel at the time the transaction is made or the contract is signed. 815 ILCS 505/2B.

70. Consumers may only waive their right to cancel under Section 2B in limited circumstances, such as when a bona fide immediate personal emergency exists that requires immediate repair.

71. In order to waive their rights pursuant to the statute, Section 2B requires that consumers provide the seller with “a separate and signed personal statement in the consumer’s handwriting describing the situation requiring immediate remedy and expressly acknowledging and waiving the right to cancel the sale within 3 business days.” 815 ILCS 2B(c).

72. ABC contracts often include a section titled “Homeowner Description of Immediate Personal Emergency,” under which ABC types for the consumer a description of the personal emergency and an authorization for the waiver of their consumer rights.

73. In some instances, ABC’s description of personal emergency in its contracts is left blank or includes only the consumer’s name.

74. In other instances, ABC’s description is sparse and does not fully explain the issues requiring waiver of a consumer’s right to cancel.

75. ABC’s description of personal emergency is written in typeface by the ABC technician, rather than handwritten by the consumer, as required by Section 2B of the Consumer Fraud Act.

76. ABC’s description of personal emergency is also listed as a paragraph within the contract itself, rather than being provided as a separate handwritten document by the consumer, as required by Section 2B of the Consumer Fraud Act.

77. Because ABC’s description of personal emergency is typewritten by ABC’s technicians, fails to have the consumer describe the emergency in their own handwriting, and is included as part of the contract rather than as a separate document furnished by the consumer, it fails to meet the requirements for waiver as outlined in Section 2B of the Consumer Fraud Act.

Violations of the Home Repair and Remodeling Act

78. ABC provides consumers a copy of the “Home Repair: Know Your Consumer Rights” brochure as a page within their standard contracts, rather than as a separate document, as required by Section 20(c) of the Home Repair Act, 815 ILCS 513/20(c).

79. For work over \$1,000, ABC fails to have the consumer separately sign and date the “Home Repair: Know Your Consumer Rights” acknowledgment form as required by Section 20 of the Home Repair Act, 815 ILCS 513/20(a).

80. ABC’s home repair contracts often fail to identify the parts and materials listed with reasonable particularity, in violation of Section 15 of the Home Repair Act, 815 ILCS 513/15.

81. In many instances, ABC’s contracts contain only vague descriptions, and do not identify the amount of materials required to complete the project or the projected cost of each individual item.

Other Documents Provided to Consumers by ABC

82. When consumers contact ABC to request an itemized contract with a breakdown of the work completed, ABC often represents to consumers that they do not keep itemized contracts.

83. In some instances, when consumers persist in demanding a copy of the itemized contract, ABC generates a new document titled “Invoice”.

84. The Invoice typically details the work done on consumers’ homes with some detail, including the prices for each item of work completed in the home.

85. Because the documents are only generated upon the consumer’s request, the Invoices do not typically follow a standard format.

86. ABC only provides the Invoice after the work has been completed.

87. Many consumers receive this Invoice only after months of complaints to ABC.

88. For example, one consumer received an Invoice several months after signing a contract for furnace and HVAC replacement. The Invoice listed the quantity of furnaces and HVACs that were replaced, alongside the total cost of the replacement, but did not include the work performed or individual costs for work or the costs of the individual units.

89. Consumers also typically receive a separate email titled “Summary of Findings” after ABC technicians initially leave the consumer’s home after performing an inspection.

90. The emailed Summary of Findings is sent to almost every consumer after an ABC technician visits their home, regardless of whether the consumer signs a contract with ABC.

91. The Summary of Findings includes pictures taken by the ABC technician who serviced the consumer’s home, alongside a written description of any work performed by ABC that day.

92. The Summary of Findings often includes multiple quotes for work to be performed on the home, ranging in price from least to most expensive.

93. Because ABC typically begins work the same day as a consumer’s request for home repair services, many consumers do not get to review the Summary of Findings until after the work has already been performed.

94. In some instances, consumers receive the Summary of Findings and their options for pricing after the work has already been completed.

95. If a consumer has already paid ABC and had ABC complete the work on their home, the quotes contained in the Summary of Findings sometimes include cheaper options that they were not provided at the time the consumer signed the contract.

96. In some instances, consumers receive this Summary of Findings at the same time that they receive the signed contract via email.

Quality of Work Issues

97. In the course of providing home repair services, ABC's technicians sometimes perform substandard and shoddy work that often ends up costing consumers more money than they initially contracted for.

98. In several instances, ABC's technicians caused damage to consumers' yards and home interiors while attempting to perform the home repair work contracted for.

99. After routine maintenance work by ABC, some consumers' toilets, furnaces or air conditioning units are left nonfunctioning as a result.

100. In many instances, consumers are forced to pay ABC for the additional labor required to fix these problems, despite ABC's technicians creating the issues.

101. ABC frequently fails to complete the contracted-for work within the timeframe verbally provided by ABC to the consumer at the time that the consumer signs the contract in their homes.

102. Some consumers wait weeks to months for ABC to complete the home repair work contracted for.

103. In some instances, consumers request a refund from ABC due to the shoddy and substandard work performed by its technicians.

104. In many instances, ABC only agrees to provide a partial refund to consumers, typically in the form of a cash discount or gift cards.

105. Consumers are typically left paying for a third-party home repair company to fix the issues left behind by ABC.

CONSUMER ILLUSTRATIONS

106. The Office of the Illinois Attorney General has received numerous written complaints from consumers relating to the business practices of Defendant. Additionally, the Illinois Attorney General's Office has reviewed numerous complaints received by the Better Business Bureau ("BBB") about Defendant's business practices. The unlawful conduct of Defendant is ongoing and continuous. Any examples provided of specific consumer experiences are illustrations and should not be construed as the only instances of Defendants' unlawful conduct in which Illinois consumers were harmed or could potentially be harmed. Plaintiff reserves the right to prove that consumers other than those described below have been injured as a result of Defendants' unlawful practices.

David Melendez

107. David Melendez ("Melendez") is a resident of Chicago, Illinois, located in Cook County.

108. Melendez initially used ABC for home repair services in or about 2022.

109. On or about October 7, 2024, Melendez again contacted ABC via phone to schedule routine maintenance on his home's two furnace units.

110. Melendez contacted ABC after seeing an ABC commercial offering discounted regular furnace maintenance.

111. On or about that same day, October 7, 2024, ABC sent a technician to Melendez's home.

112. The ABC technician immediately began inspecting the two furnaces.

113. Within about five minutes of inspecting the first furnace, the ABC technician represented to Melendez that the heat exchangers on his furnace were cracked.

114. The technician explained that due to the cracks in the heat exchangers, a carbon monoxide leak was affecting Melendez's home.

115. After informing Melendez of the carbon monoxide leak, the ABC technician inspected the second furnace in the home.

116. After inspecting the second furnace, the ABC technician represented to Melendez that both units had cracked heat exchangers.

117. The ABC technician represented to Melendez that the second furnace was also leaking carbon monoxide.

118. The ABC technician showed Melendez pictures on a tablet that the technician represented were taken of the interior of Melendez's two furnaces.

119. The photographs that the ABC technician showed to Melendez were represented by the ABC technician to Melendez as the cracked heat exchangers on his two furnace units.

120. The ABC technician represented to Melendez that he had taken these pictures using a microscope camera inserted into the furnaces.

121. Melendez did not witness the technician using a microscope camera on either furnace.

122. Concerned for the safety of his home, Melendez asked the technician to additionally inspect his HVAC unit.

123. On that same day, October 7, 2024, the ABC technician inspected the HVAC unit and told Melendez that the HVAC unit was experiencing a freon leak.

124. The ABC technician told Melendez that this freon leak may have caused the heat exchangers in his furnace to crack.

125. At this time, ABC's technician told Melendez that neither of the two furnaces nor the HVAC were safe to use due to the freon leak and the heat exchanger cracks.

126. ABC's technician also removed the manufacturer's stickers that were attached to the two furnaces.

127. After completing the inspection of both furnaces and HVAC, ABC's technician provided Melendez an oral quote for the replacement of his furnaces and further HVAC inspection.

128. The ABC technician verbally quoted a total cost of \$13,000, as follows: \$10,000 to replace the heat exchangers in the two furnaces, and an additional \$3,000 to conduct further inspection of the HVAC.

129. The ABC technician then provided Melendez with a digital tablet which purportedly contained the terms of the home repair work and dollar amounts.

130. The ABC technician verbally represented to Melendez that if he signed the contract that day, ABC could replace the broken heat exchangers in his furnaces immediately.

131. When Melendez took several minutes to review the agreement, the ABC technician pressured Melendez to sign it quickly.

132. After reviewing the proposed contract, Melendez verbally told the ABC technician that he would be seeking a second opinion on the proposed work.

133. Melendez did not sign the proposed contract at that time.

134. Later that same day, October 7, 2024, ABC emailed Melendez a Summary of Findings detailing the proposed work to be done on the furnace units.

135. In ABC's Summary of Findings, Melendez was presented with two options to repair his furnaces in a lump sum: "Option A" for a price of \$8,988, and "Option B" for a price of \$10,046.

136. The written Summary of Findings additionally stated that the heat exchangers were not covered under any manufacturer's warranty.

137. At no point during the transaction had Melendez informed the ABC technician that his furnaces were not under warranty.

138. ABC's Summary of Findings additionally contained a section of written observations, which included a note that Melendez's HVAC "was found to be significantly low on refrigerant," and recommended a leak detection service.

139. The Summary of Findings failed to contain a price for any of the work to be completed on the HVAC.

140. On or about October 7, 2024, Melendez contacted JP6 Services, LLC, for a second opinion on what work needed to be performed on his furnaces.

141. Melendez had previously hired JP6 for other home repair work and trusted their pricing and diagnosis of home repair issues.

142. On or about October 14, 2024, a technician from JP6 arrived at Melendez's home.

143. Melendez explained to the technician that ABC had found cracked heat exchangers in both furnaces, as well as a carbon monoxide leak.

144. Melendez also explained to the JP6 technician that the ABC technician told him that his HVAC may have a freon leak.

145. After examining the furnaces, the JP6 technician informed Melendez that contrary to ABC's representations, the heat exchangers were still under warranty.

146. Because the furnaces were still under warranty, the JP6 technician informed Melendez that the replacement of any heat exchangers would be free of charge.

147. The JP6 technician stated that because the heat exchangers were located inside each furnace, they would need to be manually disassembled to be replaced.

148. Melendez authorized JP6 to begin dismantling his furnaces to replace the heat exchangers.

149. Upon reaching the heat exchangers inside of the furnace, the JP6 technician inspected them and discovered that there were no cracks in either of the furnace units.

150. At this time, the JP6 technician removed the heat exchangers from the furnaces and took them to Melendez.

151. The JP6 technician showed Melendez that there were no cracks in the heat exchangers, contrary to what the ABC technician had shown him in the pictures.

152. JP6 provided Melendez with an invoice for the cost of disassembling and reassembling the furnaces.

153. The JP6 invoice stated “ABC heating provided a false report with false images and wrongly condemned the clients [sic] two furnaces that were still under manufacturer warranty.”

154. The invoice for work provided by JP6 totaled \$1,500 for labor.

155. Melendez paid JP6 the full \$1,500 to JP6 via personal check.

156. After discovering that his heat exchangers had not been faulty on October 14, 2024, Melendez contacted ABC over the phone.

157. Melendez verbally requested that ABC reimburse him for the \$1,500 paid to JP6 during this phone call.

158. ABC refused to reimburse Melendez the \$1,500.00 for the repair work performed by JP6.

Arielle Henry

159. Arielle Henry (“Henry”) is a resident of Chicago, Illinois, located in Cook County.

160. In or about February of 2025, Henry noticed that her basement toilet was leaking.

161. Henry searched on Google for plumbers in Chicago, and ABC was the first internet search result.

162. On or about February 28, 2025, Henry called ABC and explained over the phone the issues she was having with her toilet.

163. On or about February 28, 2025, a technician from ABC arrived at Henry’s residence.

164. The technician inspected Henry’s toilet for approximately 15 minutes and verbally represented to Henry that her toilet would need to be replaced.

165. When Henry asked if repair was an option, the technician told her that it would be more cost-effective to replace it.

166. Trusting the technician’s professional advice, Henry verbally agreed to allow ABC to replace her toilet.

167. ABC’s technician retrieved a toilet from his truck and installed it that same day, which was February 28, 2025.

168. The ABC technician did not tell Henry the price prior to installing the toilet.

169. That same day, Henry paid the full \$2,615 listed on the contract using two credit cards: \$1950 on a Capital One credit card, and \$665 on a Chase credit card.

170. At some point during the February 28, 2025 visit, the ABC technician presented Henry with documents on an iPad, scrolled to the bottom of the documents to a signature block, and told her to sign.

171. The ABC technician told Henry that her signature would allow ABC to work on her home.

172. The display on the iPad showed only a total price.

173. The document on the iPad presented to Henry did not display any information regarding Henry's 3-day right to cancel.

174. At no point during this transaction did the ABC technician orally inform Henry of her 3-day right to cancel.

175. ABC's technician failed to provide Henry with a copy of the "Home Repair: Know Your Consumer Rights" brochure.

176. ABC's technician failed to obtain a signed acknowledgment form from Henry, nor provide a duplicate signed acknowledgment form to Henry.

177. Henry did not at any point during her contact with ABC say that her leaking toilet was an emergency.

178. Despite the fact that Henry had never told ABC that the toilet replacement constituted an emergency, the copy of the contract Henry received via email after the work was completed called the work an immediate personal emergency.

179. In the text of ABC's contract, under the "Homeowner Description of Immediate Personal Emergency", it simply states "New toilet." Henry did not type this, nor did she request the ABC technician to type it.

180. ABC's contract that Henry signed contained a statement that Henry had waived her right to cancel under Section 2B of the Consumer Fraud Act.

181. The ABC technician did not at any time during the transaction advise Henry that by signing the iPad she was agreeing to waive her right to cancel pursuant to Section 2B of the Consumer Fraud Act.

182. Henry signed the document presented to her on the iPad by the ABC technician.

183. Henry received a copy of the contract that she signed via email a few hours after the work was completed by ABC.

184. The next day, Henry discovered that her toilet was still leaking despite the fact that ABC had replaced it.

185. The total cost to replace Henry's toilet listed in the contract was \$2615.00.

186. On or about March 3, 2025, two business days after the contract was executed, Henry mailed a letter to ABC requesting cancellation of her contract and a full refund.

187. Henry further offered to make the replacement toilet available for ABC to retrieve.

188. On or about March 7, 2025, Henry spoke with a customer service representative from ABC via phone and agreed to have a quality assurance technician come out and evaluate the situation.

189. During this call, the customer service representative for ABC told Henry that the ABC quality assurance technician had the authority to issue a refund.

190. On or about March 8, 2025, ABC sent a quality assurance technician to Henry's home for the follow-up assessment.

191. Despite the earlier statement by ABC's customer service representative, the ABC quality assurance technician told Henry that he had no authority to issue a refund.

192. ABC's technician offered to have the original technician come back to fix the leak.

193. Henry declined this offer, as she had no faith in ABC's ability to repair the toilet.

194. In early March 2025, Henry disputed the portion of the contract charged on her Chase credit card, in the amount of \$665.

195. In early March 2025, Henry disputed the portion of the contract charged on her Capitol One credit card, in the amount of \$1950.

196. Chase approved a full refund of \$665 to Henry on April 1, 2025.

197. Capitol One denied Henry's dispute.

198. The toilet that ABC installed in Henry's residence continued to leak until she moved in September 2025.

Vernon Allen

199. Vernon Allen ("Allen") is a senior citizen and resident of Wheaton, Illinois, located in DuPage County.

200. Allen's house contains 4 heating and air conditioning units: 2 furnaces, and 2 HVAC units.

201. In or around August 2022, Allen experienced issues with one of his air conditioning units malfunctioning and sought a repairman.

202. Allen selected ABC to repair his air conditioning unit after his neighbors recommended ABC's services to him.

203. On or about August 6, 2022, Allen contacted ABC via telephone and requested that they send someone to his residence to inspect his air conditioning unit.

204. On that same day, August 6, 2022, an ABC technician arrived at Allen's residence.

205. Allen directed the ABC technician to the air conditioning unit to begin the inspection.

206. After inspecting the air conditioner, the ABC technician told Allen that it would need to be replaced.

207. The ABC technician did not inform Allen how much it would cost to replace the air conditioning unit at this time.

208. Allen verbally agreed to have ABC replace his air conditioner.

209. Subsequent to inspecting Allen's air conditioner, the ABC technician then walked into Allen's basement and began to inspect one of the furnaces without Allen's permission.

210. Allen had not requested that the ABC technician look at his furnace, and he was not presently experiencing any issues with the furnace.

211. When the ABC technician returned from the basement, he told Allen that his furnace would need to be replaced in addition to his air conditioner.

212. The technician did not specifically state what was wrong with Allen's furnace.

213. Despite not initially requesting a furnace inspection, Allen trusted the ABC technician's opinion regarding his furnace due to ABC's reputation.

214. Allen, relying on the verbal representation of the ABC technician, agreed to let the technician replace both the air conditioner and the furnace.

215. ABC's technician provided Allen an iPad to sign in order to complete the verbally agreed upon work.

216. Allen was not given an opportunity to read the document before signing on the iPad.

217. ABC's technician did not explain to Allen what was on the iPad, stating only that he needed to sign it to begin the work.

218. The ABC technician operated the iPad for Allen and scrolled the document for him, as Allen did not know how to work the device.

219. Allen signed the iPad as requested by the ABC technician.

220. Allen did not receive a copy of the contract he signed and was not able to read what he had signed at the time.

221. However, Allen believed that he had signed a contract with ABC due to the fact that his signature would authorize ABC to begin work.

222. Allen paid the total amount of \$16,613.00 partially by credit card on the date he signed the contract, and partially by financing the amount through ABC.

223. Allen did not know how much he had paid to ABC until the charge was listed on his credit card statement, after the work had already been completed by ABC.

224. On or about August 7, 2022, ABC replaced all of Allen's furnaces and HVACs.

225. Allen did not have any issues with the quality of the repair or the units that were installed by ABC.

226. On or about August 8, 2022, after seeing the amount charged by ABC on his credit card statement, Allen contacted his son, a former home inspector, and advised him of the amount that ABC charged him.

227. Allen's son instructed him not to call ABC again, as he felt his father had been overcharged.

228. Taking his son's advice, Allen did not contact ABC of his own volition after his heating and air conditioning units had been replaced.

229. However, on or about February 15, 2023, an ABC technician called Allen and asked to return to Allen's home to perform a furnace tune up.

230. Unbeknownst to Allen, the total cost of his furnace and HVAC replacement had contained the purchase of a membership warranty program through ABC.

231. The tune up ABC's technician offered was part of ABC's warranty program.

232. Allen agreed at this time to allow ABC to perform a tune up on his furnace, as the price was included in his warranty.

233. On or about February 16, 2023, ABC sent a technician to Allen's home to perform the tune up on his furnace.

234. During the course of the routine maintenance visit on the furnace, the ABC technician additionally inspected Allen's water heater without Allen's permission.

235. Allen did not request and did not want ABC to inspect his water heater.

236. However, Allen permitted the ABC technician to complete his examination of the water heater.

237. After inspecting the water heater, the ABC technician told Allen that the water heater was corroded and needed to be replaced.

238. ABC's technician failed to advise Allen of the total cost to replace the water heater.

239. ABC's technician again requested that Allen sign a document on an iPad to agree to begin work on the water heater replacement.

240. Because Allen still did not understand how to work the iPad, he did not know how to review the contract presented to him.

241. ABC's technician failed to tell Allen that he was signing a contract for home repair services on the iPad at any point during the transaction.

242. Allen did not receive a copy of the contract he had signed until it was delivered to him via email and the work was completed.

243. The total cost of the water heater replacement was \$7,841.00.

244. ABC's technician failed to provide Allen with a copy of the contract immediately after signing.

245. ABC's contract failed to specify the parts and materials to be used with reasonable particularity.

246. ABC's technician failed to provide Allen with a separate acknowledgement form for the "Know Your Consumer Rights" brochure for him to sign and date.

247. At the time that the ABC technician had Allen sign the contract on the iPad, the technician failed to orally inform Allen of his 3-day right to cancel.

248. The contract that Allen signed with ABC contained the written notice of Allen's 3-day right to cancel.

249. However, immediately below the written notice, ABC included a clause labeled "waiver of 3-day right of cancellation."

250. ABC's waiver stated that Allen had contracted with ABC to "meet a bona fide immediate personal emergency."

251. At no point during the transaction did Allen indicate to the ABC technician that repair work on his hot water heater was a personal emergency requiring waiver of his right to cancel.

252. In fact, Allen had not requested the repairs to his hot water heater until ABC's technician had inspected it of his own volition.

253. The waiver that ABC provided to Allen in his contract did not contain a separate dated and personal statement in Allen's handwriting describing the emergency situation and expressly acknowledging and waiving his right to cancel.

254. On that same day, February 16, 2023, Allen provided the ABC technician with his credit card number and paid the entire unknown amount for his water heater replacement.

255. That same day, the ABC technician replaced Allen's water heater.

256. Allen did not discover the total price of the repairs until he examined his credit card statement online later that evening.

257. The total amount charged to Allen's credit card was \$7,841.00.

258. Allen had felt pressured by ABC to replace the hot water heater and did not realize the significant cost he would incur until after the replacement had been completed.

259. Following the February 2023 transaction, Allen's son attempted to contact ABC via telephone and email on Allen's behalf to request a refund of the excessive cost for the water heater replacement and an itemized list of the work done on his father's home.

260. In response to his request, ABC provided Allen's son with an invoice letter via email dated February 20, 2023. The invoice represented that ABC furnished and installed four appliances, not two, for a total cost of \$16,613.00.

261. Allen had not requested a replacement of all four of the furnaces and HVACs in his home at any point. However, the invoice that he was presented with included the replacement of all four units.

262. ABC also offered Allen a \$200 credit as a gesture of goodwill but refused to refund any work.

263. In total, Allen paid over \$24,000.00 for the replacement of his furnaces, HVAC units, and water heater by ABC over a six-month period.

Noroyle Lamb

264. Noroyle Lamb ("Lamb") is a resident of Summit, Illinois, located in Cook County.

265. Lamb first contacted ABC in July of 2023 after her basement had flooded through her sewage line.

266. Lamb wanted a reliable company that could fix her plumbing quickly.

267. Lamb had never hired ABC before but had seen ABC's television advertisements which represented that ABC would "do it right the first time."

268. Relying on ABC's advertisements, Lamb contacted ABC via telephone and requested that they come out to discuss the requested sewage line repairs.

269. On or about July 14, 2023, ABC sent a technician to assess Lamb's sewage line issue.

270. After inspecting Lamb's home for damage, the ABC technician informed Lamb that ABC needed to excavate a portion of her backyard to reach the sewage line.

271. The ABC technician represented to Lamb that ABC would need to clean out the sewage pipe and install a new pipe liner.

272. After Lamb verbally agreed to allow ABC to do the work, the ABC technician presented Lamb with a digital tablet to sign in order to begin work.

273. ABC's technician did not provide Lamb with an opportunity to review the contract before signing.

274. Instead, the ABC technician scrolled through the agreement for her and instructed Lamb to sign at the bottom.

275. When Lamb asked the technician what she was signing, the ABC technician orally represented to her that it was to generally sign for her consumer rights and allow ABC to begin work.

276. In truth and in fact, the document that Lamb was signing was a contract with ABC for the work quoted.

277. The total amount to repair Lamb's sewage pipe was \$24,232.97.

278. The ABC technician verbally informed Lamb of the cost prior to her signing the contract.

279. ABC's contract failed to list all the materials to be used with reasonable particularity.

280. ABC's contract simply stated that the total cost "includes materials, permits, equipment and labor" and "liner material for each additional 5 [feet]" with no accurate measurement of the pipe.

281. The ABC technician failed to orally inform Lamb at any point of her 3-day right to cancel.

282. ABC's technician failed to provide Lamb with a copy of the documents she signed at the time of signing.

283. The documents that Lamb signed on the digital tablet were sent to Lamb's email address later that same day, July 14, 2023.

284. Lamb did not know, at the time that she signed the contract, that she had signed a waiver of her 3-day right to cancellation.

285. Lamb only discovered that she had waived her right to cancel after she received the documents via email from ABC and was able to review them.

286. ABC's contract with Lamb stated that Lamb had contracted with ABC to "meet a bona fide immediate personal emergency."

287. Lamb never told the ABC technician at any point prior to signing the contract that the repairs constituted a bona fide immediate personal emergency requiring waiver of her right to cancel.

288. Lamb never provided the ABC technician with a handwritten separately dated and signed personal statement acknowledging her waiver of her right to cancel.

289. ABC's technician failed to provide Lamb with a separate acknowledgement form for the "Know Your Consumer Rights" brochure to sign and date.

290. After ABC's technician verbally informed Lamb of the total amount for the project, Lamb chose to finance the total project cost through ABC's finance company, Service Finance Co., LLC.

291. However, the total cost listed in the retail contract was \$27,261.00, several hundred dollars more expensive than the listed contract price.

292. The price of the retail contract changed after Lamb had initially signed the document.

293. The total cost of Lamb's repair work amounted to \$48,977.28, which included the cost of financing over the term of the loan.

294. Lamb signed the contract for services with ABC prior to receiving any information about her payment options.

295. ABC's technician verbally informed Lamb on July 14, 2023 that the sewage line repairs would take three to ten business days to complete.

296. Work began on Lamb's sewage line on or about the first week of August 2023.

297. After ten business days had passed, the sewage line work had not yet been completed by ABC.

298. ABC's technicians often disappeared for days at a time from Lamb's property without explanation or any discussion of when they would return to continue work.

299. ABC's technicians continued to dig out Lamb's backyard to fix the sewer line throughout July and August 2023.

300. During the sewage line repair work, ABC's technicians left numerous holes and mounds of dirt in Lamb's yard, exposing the sewer line.

301. ABC's technicians did not cover these holes or mounds of dirt.

302. When it rained, the dirt sunk into the open holes, flooding Lamb's basement through the sewage line that ABC was repairing.

303. Concerned about the state of her yard and home, in late August 2023 Lamb requested that ABC's technicians not perform any work unless she was physically present at her residence.

304. The ABC technicians agreed to comply with Lamb's request.

305. However, whenever Lamb left town throughout August and September 2023, she would return to her home to find the state of her repairs different than when she had left, leading her to believe that ABC had continued work without permission.

306. In or about August 2023, ABC technicians told Lamb that due to the flooding, they would have to remove her basement wall to fix the pipes located there.

307. ABC's technicians told Lamb that the pipes in her basement were sinking, causing issues with the water in the home.

308. ABC's technicians also told Lamb that the pipes in the bedroom walls were experiencing water pressure issues due to the repairs ongoing in Lamb's basement.

309. Lamb did not instruct ABC to check the pipes in her bedroom. ABC's technicians were the first to inform Lamb about her water pressure issue.

310. Lamb was not given an additional invoice, a total cost, or charged for the additional work by ABC at this time.

311. Lamb agreed to allow ABC's technicians to fix the basement pipes and the pipes in her bedroom, based on the representations of ABC's technicians.

312. ABC technicians subsequently tore a hole in Lamb's bedroom wall to reach the pipes.

313. However, ABC's technicians failed to repair the bedroom wall or dispose of the old PVC pipes, instead leaving the old pipes on Lamb's bed.

314. Lamb was forced to remove the discarded PVC pipes herself after ABC finished work.

315. The work on Lamb's yard, sewer, basement, and bedroom was completed on or about September 2023, approximately two months after work had begun.

316. After ABC completed the work, Lamb continued to have issues with her home due to the flooding that had occurred.

317. Lamb noticed that there was a significantly greater amount of splashing and gurgling from the sewage pipe leading to her home, which ABC had supposedly repaired.

318. The pipe connecting the sewage line to Lamb's plumbing in the basement had additionally begun to come free from its connection to Lamb's home.

319. On or about September 21, 2023, Lamb contacted ABC via email and provided them with pictures of the damage to her basement.

320. Lamb provided ABC with a video attached to her email which demonstrated that water was constantly running into the sump pump hole in her basement.

321. Lamb's email further requested that ABC return to fix her problem.

322. In or about mid-September 2023, ABC called Lamb and set up a time to fix the issues with Lamb's home.

323. On or about September 29, 2023, ABC technicians returned to Lamb's home to address the flooding issues in Lamb's yard and basement.

324. ABC's technicians also agreed to fix the concrete in Lamb's basement, which had cracked due to the moisture.

325. On or about September 29, 2023, ABC technicians arrived at Lamb's home and performed work to address the flooding, loose pipe, and concrete issues.

326. Despite ABC's additional repairs on September 29, 2023, Lamb's yard and basement continued to have issues with flooding throughout the fall of 2023.

327. On or about November 2, 2023, Lamb emailed ABC requesting an itemized list of what specific repairs had been performed on her home, so that she could have the necessary repairs performed by another company.

328. A representative of ABC informed Lamb via email that ABC does not provide itemized breakdowns of the work performed, as they are a "flat rate" company.

329. Lamb was forced to hire a third-party company in late November 2023 to correct the repair work ABC performed so that her sewage system operated properly.

330. The third-party company replaced the discharge pipe connecting to her home and a discharge basin, and added a French drain buried in gravel that pitched towards the discharge basin to solve the flooding issues caused by ABC.

331. Lamb paid \$1,498.62 for the third-party contractor to repair the work performed by ABC.

332. In total, Lamb paid over \$50,000 to complete the entire project, including the corrective third-party work on the home.

333. On or about December 18, 2023, Lamb contacted ABC via email, seeking restitution for the subpar work performed on her home, including the broken pipe.

334. Lamb asked ABC to provide her with a refund in the amount of \$10,468.92, as follows: the \$1,498.62 that she paid to the third-party contractor to repair the water line, and \$8,970.30 for the cost of the mortgage, as the repairs resulted in the delay of the sale of the home.

335. On or about December 20, 2023, ABC offered in response to this email to pay Lamb the \$1,498.62 for the cost of the repairs performed by the third-party contractor.

336. On December 20, 2023, Lamb agreed to accept the \$1498.62 offered by ABC as compensation for the additional money she had to pay to have ABC's work corrected.

337. ABC refused to refund Lamb any further amount that was requested.

338. To date, despite not owning or living in the property any longer, Lamb continues to make monthly payments on the loan to Service Finance Co. for the initial repair work that ABC performed on her residence.

Ron Cameron

339. Ron Cameron ("Cameron") is a resident of Schaumburg, Illinois, located in Cook County.

340. Cameron is a senior citizen, and at the time of this transaction, was 84 years old.

341. On or around November 7, 2024, Cameron discovered that his water heater was no longer operable.

342. Cameron checked his water heater and discovered that water was pooling on the floor below the unit.

343. Cameron decided to contact ABC after seeing an advertisement on television displaying ABC's tagline: "consider it done."

344. That same day, on or about November 7, 2024, Cameron called ABC to request service on his water heater.

345. During the phone call, ABC informed Cameron that they would send a technician out to Cameron's residence shortly to fix the issue.

346. Within a few hours of the phone call with ABC, a technician from ABC arrived at Cameron's residence.

347. The ABC technician inspected Cameron's water heater and told Cameron that his water heater would need to be replaced.

348. The ABC technician handed Cameron an iPad to sign.

349. Cameron did not understand how to operate an iPad and had not utilized one prior to this date.

350. Cameron asked the ABC technician what type of document he was signing on the iPad.

351. The ABC technician told Cameron that his signature would allow ABC to complete the work on his home.

352. ABC's technician failed to advise Cameron that he was signing a contract for work to be performed on his home.

353. As Cameron did not know how to operate an iPad, he didn't understand how to scroll through the screen in order to fully read the contract before signing.

354. All Cameron could see on the screen of the iPad was a line for his signature.

355. At no point during this transaction did the ABC technician orally inform Cameron of his 3-day right to cancel.

356. Cameron signed the contract presented to him on the iPad at that time.

357. The new water heater was installed by ABC that same day, November 7, 2024.

358. After installation was complete, the ABC technician told Cameron that the cost of the installation would be \$6,761.00.

359. Cameron was shocked at the price, as he had not been given a chance to read the contract prior to signing, so did not know the total cost he had signed for.

360. The ABC technician threatened to refuse to turn Cameron's water service back on unless Cameron paid for the services rendered and signed an agreement that the work had been completed to his satisfaction.

361. Feeling pressured, Cameron agreed to pay the amount and signed the completed work acknowledgement form.

362. The ABC technician failed to provide Cameron with a copy of the completed work acknowledgement form at the time that he signed it.

363. On or about November 7, 2024, Cameron paid the full amount of \$6,761.00 via credit card to ABC.

364. A few days after the installation, on or about November 11, 2024, Cameron finally received an invoice for ABC's completed services in the mail, acknowledging the \$6,761.00 paid.

365. However, the invoice he received did not contain the signature line that he had signed off on prior to completing the repairs.

366. The Invoice contained only the cost per line item of the repair, the subtotal, the amount paid, and the amount due.

367. After receiving the invoice, Cameron spoke to several family friends who were retired plumbers regarding the price of the job and the scope of the work completed and became concerned that ABC had misrepresented the scope and price of the work.

368. On or about November 11, 2024, Cameron called his credit card company and requested a refund of the amount he had paid ABC.

369. Cameron's request for a refund was denied by his credit card company due to his signature on the work acknowledgment form dated November 7, 2024.

370. Cameron also reached out to ABC's customer service via phone on November 11, 2024 to demand a lower price and a partial refund.

371. To date, Cameron has not received a partial refund from ABC or any response to his refund request.

Mike De Luca

372. Mike De Luca ("De Luca") is a resident of Chicago, Illinois, located in Cook County.

373. In or around November 2024, De Luca wanted routine maintenance performed on his furnace.

374. After seeing an advertisement for ABC on television offering tune-up services for \$48, De Luca called ABC and requested that they perform maintenance work on his furnace.

375. De Luca selected ABC because he felt that the \$48 price was a good value for the work to be performed.

376. De Luca had also previously used ABC's services: twice for the furnace and once for the HVAC.

377. On or about November 14, 2024, a technician from ABC arrived at De Luca's condominium to perform the requested routine maintenance on his furnace.

378. The ABC technician inspected the furnace for roughly half an hour.

379. During this time, the technician tested the furnace for carbon monoxide using a handheld device with a screen display on it.

380. The ABC technician showed De Luca the device after his testing was completed.

381. The device read that De Luca's furnace was emitting high levels of carbon monoxide.

382. ABC's technician verbally represented to De Luca that he should purchase a new furnace at this time due to high levels of carbon monoxide.

383. The ABC technician further represented to De Luca that it would not be safe to have the furnace running through the winter.

384. ABC's technician did not provide De Luca with a verbal or written estimate for the cost of the replacement at this time.

385. While the ABC tech was still present, De Luca contacted his father via phone for his advice on how he should proceed.

386. De Luca's father suggested that he obtain a second opinion from a different company before proceeding with purchasing a new furnace from ABC.

387. De Luca verbally informed the ABC technician that he would be seeking a second opinion from another home repair company before agreeing to any work.

388. De Luca did not sign any contract with ABC at this time.

389. However, ABC emailed De Luca an estimate for work to be done later that same day.

390. ABC's Summary of Findings did not include an estimate for replacement. However, it included two other estimates: one for 'immediately [sic] repair', and one simply labeled 'enhancements'.

391. If De Luca chose to use ABC for immediate repair of his furnace, ABC estimated a total cost of \$2,343.

392. Additions to the furnace, such as replacing the heat exchangers and installing a humidifier, would be a total cost of \$7,386.

393. De Luca did not choose to purchase either of these options outlined by ABC in its Summary of Findings.

394. Instead, DeLuca contacted a third-party home repair company to inspect the furnace and receive a second opinion.

395. On or about December 13, 2024, a technician from Windy City Mechanical arrived at De Luca's home and inspected the furnace.

396. Upon completing his inspection, the Windy City Mechanical technician informed De Luca that the furnace unit did not have a carbon monoxide leak.

397. Windy City Mechanical provided De Luca with an invoice reporting that none of the issues that ABC had identified were present.

398. ABC's technician misrepresented to De Luca that his furnace was leaking carbon monoxide and had to be replaced.

399. De Luca called ABC the next day, December 14, 2024, to tell ABC that he was not interested in repairing or replacing his furnace.

400. De Luca did not discuss with ABC the findings of the Windy City Mechanical technician regarding his furnace.

401. ABC continued to call De Luca over the next few days after he informed them he was no longer interested, pushing for him to replace the furnace.

402. De Luca did not follow up on ABC's attempts to contact him.

403. De Luca's furnace is still operational and has not had any issues since the inspection by Windy City Mechanical.

APPLICABLE STATUTES

404. Section 2 of the Consumer Fraud Act provides:

Unfair methods of competition and unfair or deceptive acts or practices, including but not limited to the use or employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact, or the use of employment of any practice described in section 2 of the "Uniform Deceptive Trade Practices Act", approved August 5, 1965, in the conduct of any trade or commerce are hereby declared unlawful whether any person has in fact been misled, deceived or damaged thereby.

815 ILCS 505/2.

405. Section 2 of the Uniform Deceptive Trade Practices Act provides, in part:

(a) A person engages in a deceptive trade practice when, in the course of his or her business, vocation, or occupation, the person: [...]

(2) causes likelihood of confusion or of misunderstanding as to the source, sponsorship, approval, or certification of goods or services; [...]

(5) represents 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 or she does not have...

815 ILCS 510/2(a)(2), 2(a)(5).

406. Section 2B of the Consumer Fraud Act provides, in part:

Where a sale of merchandise involving \$25 or more is made or contracted to be made whether under a single contract or under multiple contracts, to a consumer by a seller who is physically present at the consumer's residence, that consumer may avoid the contract or transaction by notifying the seller within 3 full business days following that day on which the contract was signed or the sale was made and by returning to the person, in its original condition, any merchandise delivered to the consumer under the contract or sale. At the time the transaction is made or the contract signed, the person shall furnish the consumer with a fully completed receipt or contract pertaining to the transaction, in substantially the same language as that principally used in the oral presentation to the consumer, containing a "Notice of Cancellation" informing the consumer that he may cancel the transaction at any time within 3 days and showing the date of the transaction with the name and address of the person, and in immediate proximity to the space reserved in the contract for the consumer's signature or on the front page of the receipt if a contract is not used, a statement which shall be in bold face type, in at least 10-point type and in substantially the following form: "YOU, THE CONSUMER, 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" ...

...It is an unlawful practice within the meaning of this Act for any person to...

... (b) Include in any contract or receipt under this Section any confession of judgment or any waiver of any of the rights to which the consumer is entitled under this Section including specifically his right to cancel the transaction in accordance with the provisions of this Section;

(c) Fail to inform each consumer orally, at the time he signs the contract or purchases or leases the goods or services, of his right to cancel;

(d) Misrepresent in any manner the consumer's right to cancel;

(e) Use any undue influence, coercion or any other willful act or representation to interfere with the consumer's exercise of his rights under this Section...

This Section does not apply to any transaction...

(c) in which the consumer has initiated the contact and the goods or services are needed to meet a bona fide immediate personal emergency of the consumer, and **the consumer furnishes the person with a separate dated and signed personal statement in the consumer's handwriting describing the situation requiring immediate remedy and expressly acknowledging and waiving the right to cancel the sale within 3 business days...** (emphasis added)

815 ILCS 505/2B.

407. Section 10 of the Home Repair Act, in relevant part, defines “home repair and remodeling” as “the fixing, replacing, altering, converting, modernizing, improving, or making of an addition to any real property primarily designed or used as a residence other than maintenance, service, or repairs under \$500.” 815 ILCS 513/10.

408. Section 15 of the Home Repair Act provides that, for home repair work totaling over \$1,000:

[A] person engaged in the business of home repair or remodeling shall furnish to the customer for signature a written contract or work order that states the total cost, including parts and materials listed with reasonable particularity and any charge for an estimate.

815 ILCS 513/15.

409. Section 20(a) of the Home Repair Act provides that for home repair work totaling over \$1,000:

[A]ny person engaging in the business of home repair and remodeling shall provide to its customers a copy of the “Home Repair: Know Your Consumer Rights” pamphlet prior to the execution of any home repair and remodeling contract. The consumer shall sign and date an acknowledgement form entitled “Consumer Rights Acknowledgement Form” that states: “I, the homeowner, have received from the contractor a copy of the pamphlet entitled ‘Home Repair: Know Your Consumer Rights.’” The contractor or his or her representative shall also sign and date an acknowledgement form, which includes the name and address of the home repair and remodeling business. The acknowledgement form shall be in duplicate and incorporated into the pamphlet. The original acknowledgement form shall be retained by the contractor and the duplicate copy shall be retained within the pamphlet by the consumer...

815 ILCS 513/20(a).

VIOLATIONS OF LAW

COUNT I

**VIOLATIONS OF THE ILLINOIS CONSUMER FRAUD
AND DECEPTIVE BUSINESS PRACTICES ACT
815 ILCS 505/1**

410. The People re-allege and incorporate by reference the allegations of Paragraphs 1 through 403 above.

411. Defendant ABC has committed unfair or deceptive acts or practices in the conduct of trade or commerce declared unlawful under Section 2 of the Consumer Fraud Act, 815 ILCS 505/2, by:

- a. Misrepresenting to consumers, with the intent that consumers rely on the misrepresentation, that ABC will perform repairs in a competent and professional manner and then failing to do so;
- b. Misrepresenting, with the intent that consumers rely on such misrepresentations, that ABC will complete home repair projects by a certain date and then failing to do so;
- c. Misrepresenting, with the intent that consumers rely on such misrepresentations, that ABC's technicians are professionally qualified to perform the work consumers contract for, when in fact they are not;
- d. Failing to allow consumers to read the documents they are signing;
- e. Misrepresenting, with the intent that consumers rely on the misrepresentation, the nature and contents of the documents that consumers are signing;
- f. Misrepresenting, with the intent that consumers rely on the misrepresentation, that the document a consumer is signing is something other than a contract at the time of signature, when in truth and in fact it is a binding contract;

- g. Failing to provide copies of the consumer's documents until after the work has been completed;
- h. Failing to provide copies of a consumer's documents at any point;
- i. Failing to provide copies of a consumer's documents when consumers request them;
- j. Misrepresenting, with the intent that consumers rely on the misrepresentation, that consumers' home systems and/or appliances are damaged, broken, or hazardous, when such is not the case;
- k. Misrepresenting, with the intent that consumers rely on the misrepresentation, that ABC plumbers are licensed in the State of Illinois, when such is not the case;
- l. Coercing consumers, including senior citizens, into allowing ABC to inspect other home appliances and systems under the pretense of the system and/or appliance being damaged, broken, or hazardous, when such is not the case; and
- m. Coercing consumers, including senior citizens, into purchasing additional home repair and remodeling work they did not want or need from ABC under the pretense of the system and/or appliance being damaged, broken, or hazardous, when such is not the case.

412. Defendant ABC has further engaged in unfair or deceptive acts and practices declared unlawful under Section 2 of the Uniform Deceptive Trade Practices Act, 815 ILCS 510/2, and Section 2 of the Consumer Fraud Act, 815 ILCS 505/2, by:

- a. Causing the likelihood of confusion or misunderstanding as to the licensure of ABC's plumbing technicians by advertising that all ABC technicians are licensed

plumbing professionals, when in truth and fact they are not, in violation of
Section 2(a)(2) of the Uniform Deceptive Trade Practices Act; and

- b. Representing that ABC's plumbing technicians have and maintain plumbing or
apprentice plumbing licenses in the State of Illinois, when in fact some ABC
plumbing technicians do not have and maintain such licenses, in violation of
Section 2(a)(5) of the Uniform Deceptive Trade Practices Act.

REMEDIES

413. When the Office of the Illinois Attorney General files an action under the Consumer Fraud Act, the following remedies are available to the Court:

- a. Whenever the Attorney General or a State's Attorney has reason to believe that any person is using, has used, or is about to use any method, act or practice declared by this Act to be unlawful, and that proceedings would be in the public interest, he or she may bring an action in the name of the People of the State against such person to restrain by preliminary or permanent injunction the use of such method, act or practice. The Court, in its discretion, may exercise all powers necessary, including but not limited to: injunction; revocation, forfeiture or suspension of any license, charter, franchise, certificate or other evidence of authority of any person to do business in this State; appointment of a receiver; dissolution of domestic corporations or association suspension or termination of the right of foreign corporations or associations to do business in this State; and restitution.
- b. In addition to the remedies provided herein, the Attorney General or State's Attorney may request and the Court may impose a civil penalty in a sum not to exceed \$50,000 against any person found by the Court to have engaged in any method, act or practice declared unlawful under this Act. In the event the court finds the method, act or practice to have been entered into with the intent to defraud, the court has the authority to impose a civil penalty in a sum not to exceed \$50,000 per violation.
- c. In addition to any other civil penalty provided in this Section, if a person is found by the court to have engaged in any method, act, or practice declared unlawful under this Act, and the violation was committed against a person 65 years of age or older, the court may impose an additional civil penalty not to exceed \$10,000 for each violation.

815 ILCS 505/7.

414. Section 10 of the Consumer Fraud Act, 815 ILCS 505/10, provides that “[i]n any action brought under the provisions of this Act, the Attorney General...is entitled to recover costs for the use of this State.”

PRAYER FOR RELIEF

Wherefore, Plaintiff prays that this Honorable Court enter an Order:

- A. Finding that ABC violated Section 2 of the Consumer Fraud Act, 815 ILCS 505/2, by engaging in unlawful acts and practices including, but not limited to, the unlawful acts and practices alleged herein;
- B. Issuing a permanent injunction preventing ABC from offering or providing home repair and remodeling services as defined in Section 10 of the Home Repair and Remodeling Act, 815 ILCS 513/10, in or from the State of Illinois;
- C. Issuing a permanent injunction pursuant to 815 ILCS 505/7 to prevent future violations of the Consumer Fraud Act;
- D. Ordering ABC to pay a civil penalty up to \$50,000 per unfair or deceptive act or practice and an additional amount of \$50,000 for each act or practice found to have been committed with the intent to defraud, as provided in Section 7(b) of the Consumer Fraud and Deceptive Practices Act, 815 ILCS 505/7(b);
- E. Ordering ABC to pay an additional civil penalty of \$10,000 for each violation of the Consumer Fraud Act found to have been committed against a senior citizen, as provided in Section 7 of the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/7(c);
- F. Declaring that all contracts entered into between ABC and Illinois consumers by the use of methods and practices described herein are unlawful and rescinded;
- G. Ordering Defendants to pay monetary relief, including disgorgement of revenues pursuant to 815 ILCS 505/7;

- H. Revoking, forfeiting, or suspending any and all licenses, charters, franchises, certificates or other evidence of authority of ABC related to the business of home repair and remodeling in the State of Illinois, pursuant to 815 ILCS 505/7;
- I. Ordering ABC to pay all costs of the State of Illinois in bringing this action, pursuant to 815 ILCS 505/10; and
- J. Awarding any other and additional relief as the Court may determine to be just and proper.

COUNT II

VIOLATIONS OF THE ILLINOIS CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT 815 ILCS 505/1

415. The People re-allege and incorporate by reference the allegations of Paragraphs 1 through 403 above.

416. Defendant ABC has engaged in unfair or deceptive acts and practices declared unlawful under Section 2B of the Consumer Fraud Act, 815 ILCS 505/2B, by:

- a. Providing consumers with the documents that state the consumer's 3-day right to cancel after the consumer's window for cancellation under Section 2B has passed;
- b. Including in a contract or receipt a waiver of any of the rights to which the consumer is entitled under Section 2B of the Consumer Fraud Act;
- c. Misrepresenting the consumer's right to cancel by representing that consumers were signing for their acknowledgment of Section 2B, when in fact consumers were signing a waiver of their rights under Section 2B;
- d. Misrepresenting, with the intent that consumers rely on the misrepresentation, that consumers were signing to accept the standard 3-day right to cancel language

under Section 2B of the Consumer Fraud Act, when in fact consumers were signing a waiver of their consumer rights;

- e. Misrepresenting that a consumer is experiencing a bona fide personal emergency requiring immediate remedy in order to waive a consumer's 3-day right to cancel, when in fact consumers are not experiencing an emergency;
- f. Failing to have consumers furnish a separate dated and signed personal statement in the consumer's handwriting describing the situation requiring immediate remedy and expressly waiving the consumer's right to cancel within three days;
- g. Providing consumers with a typed waiver of their 3-day right to cancel that does not meet the statutory requirements for waiver as established in the exceptions to Section 2B of the Consumer Fraud Act; and
- h. Failing to inform consumers that they may cancel their transaction at any time within 3 days of the date the contract was signed.

REMEDIES

417. When the Office of the Illinois Attorney General files an action under the Consumer Fraud Act, the following remedies are available to the Court:

- d. Whenever the Attorney General or a State's Attorney has reason to believe that any person is using, has used, or is about to use any method, act or practice declared by this Act to be unlawful, and that proceedings would be in the public interest, he or she may bring an action in the name of the People of the State against such person to restrain by preliminary or permanent injunction the use of such method, act or practice. The Court, in its discretion, may exercise all powers necessary, including but not limited to: injunction; revocation, forfeiture or suspension of any license, charter, franchise, certificate or other evidence of authority of any person to do business in this State; appointment of a receiver; dissolution of domestic corporations or association suspension or termination of the right of foreign corporations or associations to do business in this State; and restitution.
- e. In addition to the remedies provided herein, the Attorney General or State's Attorney may request and the Court may impose a civil penalty in a sum not to exceed \$50,000 against any person found by the Court to have engaged in any method, act or practice declared unlawful under this Act. In the event the court finds the method, act or practice to

have been entered into with the intent to defraud, the court has the authority to impose a civil penalty in a sum not to exceed \$50,000 per violation.

f. In addition to any other civil penalty provided in this Section, if a person is found by the court to have engaged in any method, act, or practice declared unlawful under this Act, and the violation was committed against a person 65 years of age or older, the court may impose an additional civil penalty not to exceed \$10,000 for each violation.

815 ILCS 505/7.

418. Section 10 of the Consumer Fraud Act, 815 ILCS 505/10, provides that “[i]n any action brought under the provisions of this Act, the Attorney General...is entitled to recover costs for the use of this State.”

PRAYER FOR RELIEF

Wherefore, Plaintiff prays that this Honorable Court enter an Order:

- A. Finding that ABC violated Section 2B of the Consumer Fraud Act, 815 ILCS 505/2B, by engaging in unlawful acts and practices including, but not limited to, the unlawful acts and practices alleged herein;
- B. Issuing a permanent injunction preventing ABC from offering or providing home repair and remodeling services as defined in Section 10 of the Home Repair and Remodeling Act, 815 ILCS 513/10, in or from the State of Illinois;
- C. Issuing a permanent injunction pursuant to 815 ILCS 505/7 to prevent future violations of the Consumer Fraud Act;
- D. Ordering ABC to pay a civil penalty up to \$50,000 per unfair or deceptive act or practice and an additional amount of \$50,000 for each act or practice found to have been committed with the intent to defraud, as provided in Section 7(b) of the Consumer Fraud and Deceptive Practices Act, 815 ILCS 505/7(b);
- E. Ordering ABC to pay an additional civil penalty of \$10,000 for each violation of the Consumer Fraud Act found to have been committed against a senior citizen, as provided

in Section 7 of the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/7(c);

- F. Declaring that all contracts entered into between ABC and Illinois consumers by the use of methods and practices described herein are unlawful and rescinded;
- G. Ordering Defendants to pay monetary relief, including disgorgement of revenues pursuant to 815 ILCS 505/7;
- H. Revoking, forfeiting, or suspending any and all licenses, charters, franchises, certificates or other evidence of authority of ABC related to the business of home repair and remodeling in the State of Illinois, pursuant to 815 ILCS 505/7;
- I. Ordering ABC to pay all costs of the State of Illinois in bringing this action, pursuant to 815 ILCS 505/10; and
- J. Awarding any other and additional relief as the Court may determine to be just and proper.

COUNT III

VIOLATION OF THE ILLINOIS HOME REPAIR AND REMODELING ACT 815 ILCS 513/1

419. The People re-allege and incorporate by reference the allegations of Paragraphs 1 through 403 above.

420. Defendant ABC offers “home repair and remodeling services” as that term is defined in Section 10 of the Home Repair Act, 815 ILCS 513/10.

421. ABC engaged in unlawful practices in violation of Section 15 of the Home Repair Act by:

- a. Failing to furnish to its customers a written copy of the contract at the time the contract was signed; and

- b. Failing to furnish to its customers for signature a written contract or work order that stated total costs, including parts and materials listed, with reasonable particularity and any charge for an estimate.

422. ABC engaged in unlawful practices in violation of Section 20 of the Home Repair Act, 815 ILCS 513/20, by:

- a. Failing to provide to its customers a copy of the “Home Repair: Know Your Consumer Rights” pamphlet prior to the execution of any home repair and remodeling contract;
- b. Failing to have consumers and the contractor or his representative sign and date an acknowledgement form entitled “Consumer Rights Acknowledgement Form” for contracts over \$1,000; and
- c. Failing to provide consumers a duplicate of the “Consumer Rights Acknowledgement Form” to consumers for contracts over \$1,000.

REMEDIES

423. The Home Repair Act provides for enforcement by the Illinois Attorney General’s Office and further provides that all remedies available under the Consumer Fraud Act are likewise available for any violation of the Home Repair and Remodeling Act, 815 ILCS 513/35:

(b) All remedies, penalties, and authority granted to the Attorney General or the State's Attorney of any county in this State by the Consumer Fraud and Deceptive Business Practices Act shall be available to him or her for enforcement of this Act, and any violation of this Act shall constitute a violation of the Consumer Fraud and Deceptive Business Practices Act.

PRAYER FOR RELIEF

Wherefore, Plaintiff prays that this Honorable Court enter an Order:

- A. Finding that ABC engaged in home repair and remodeling services as defined in Section 10 of the Home Repair Act, 815 ILCS 513/10;
- B. Finding that ABC violated Section 15 of the Home Repair Act by the unlawful acts and practices alleged therein;
- C. Finding that ABC violated Section 20 of the Home Repair Act by the unlawful acts and practices alleged therein;
- D. Finding that ABC violated Section 2 of the Consumer Fraud Act, 815 ILCS 505/2, by violating Sections 15 and 20 of the Home Repair Act;
- E. Issuing a permanent injunction pursuant to 815 ILCS 505/7 to prevent ABC from offering or providing home repair and remodeling services as defined in Section 10 of the Home Repair and Remodeling Act, 815 ILCS 513/10, in or from the State of Illinois;
- F. Issuing a permanent injunction pursuant to 815 ILCS 505/7 to prevent future violations of the Home Repair Act;
- G. Ordering ABC to pay a civil penalty up to \$50,000 per unfair or deceptive act or practice and an additional amount of \$50,000 for each act or practice found to have been committed with the intent to defraud, as provided in Section 7(b) of the Consumer Fraud and Deceptive Practices Act, 815 ILCS 505/7(b);
- H. Ordering ABC to pay an additional civil penalty of \$10,000 for each violation of the Consumer Fraud Act found to have been committed against a senior citizen, as provided in Section 7 of the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/7(c);

- I. Declaring that all contracts entered into between ABC and Illinois consumers by the use of methods and practices described herein are unlawful and rescinded;
- J. Ordering Defendants to pay monetary relief, including disgorgement of revenues pursuant to 815 ILCS 505/7;
- K. Revoking, forfeiting, or suspending any and all licenses, charters, franchises, certificates or other evidence of authority of ABC related to the business of home repair and remodeling in the State of Illinois, pursuant to 815 ILCS 505/7;
- L. Ordering ABC to pay all costs of the State of Illinois in bringing this action, pursuant to 815 ILCS 505/10; and
- M. Awarding any other and additional relief as the Court may determine to be just and proper.

Respectfully Submitted,

The People of the State of Illinois,
by Kwame Raoul, Attorney General of Illinois



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