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STATE OF WASHINGTON  
KING COUNTY SUPERIOR COURT

STATE OF WASHINGTON,

Plaintiff,

v.

US AIR DUCTS & SKY BUILDERS,  
INC. dba US AIR DUCTS & BUILDERS,  
a Washington State Corporation; RAMI  
MORNEL, individually and on behalf of  
his marital community; DLM SERVICES,  
INC., a Washington State Corporation; US  
AIR DUCTS & HVAC LLC, a  
Washington limited liability company;  
DAVID MOSHE, individually; and  
SUSANNA MORNEL, individually and  
on behalf of her marital community,

Defendants.

NO.

COMPLAINT FOR INJUNCTIVE  
AND OTHER RELIEF

The Plaintiff, State of Washington, by and through its attorneys Robert W. Ferguson, Attorney General, as well as Mina Shahin and Kate Barach, Assistant Attorneys General, brings this action against corporate defendants US Air Ducts & Sky Builders, Inc. dba US Air Ducts & Builders, DLM Services, Inc., and US Air Ducts & HVAC LLC, as well as individual defendants, Rami Mornel, David Moshe, and Susanna Mornel (collectively, "Defendants"). The State alleges the following on information and belief:

1 **I. INTRODUCTION**

2 1.1 Since at least 2017, Defendants have engaged in an unlawful robocalling  
3 campaign that used an automatic telephone dialing system to make millions of unsolicited  
4 commercial calls to Washington consumers, playing pre-recorded messages that offered a  
5 promotional air duct cleaning service. This ongoing robocalling campaign violates the  
6 Washington Automatic Dialing and Announcing Device Statute, RCW 80.36.400, which is a *per*  
7 *se* violation of the Washington Consumer Protection Act (CPA), RCW 19.86.020.

8 1.2 Further, since at least 2013, Defendants have circulated in Washington direct mail  
9 advertisements and an online promotional offer for air duct cleaning service that contain  
10 numerous misrepresentations, including a fictitious price comparison (i.e., misrepresent the  
11 “regular” price of the service), a deceptive time limit, and a false description of the nature of the  
12 service offered in violation of the CPA.

13 1.3 Defendants’ unlawful robocalling, direct mail advertisements, and online  
14 promotional offer are part of a larger scheme to make an in-home sale of a long-term  
15 maintenance plan (“VIP Membership”), often costing upwards of \$1,000. Defendants  
16 misrepresent the actual benefit, value, and cost of the VIP Membership, in violation of the CPA.

17 **II. PARTIES**

18 2.1 The Plaintiff is the State of Washington.

19 2.2 Defendant US Air Ducts & Sky Builders, Inc. (US Air Ducts & Builders) is a  
20 Washington Corporation with its principal place of business in Vancouver, Washington. At all  
21 times material to this lawsuit, US Air Ducts was registered to do business in the State of  
22 Washington and conducted business through its agents, employees, and representatives in  
23 counties throughout the State of Washington, including King County.

24 2.3 Defendant DLM Services, Inc. (DLM) is a Washington Corporation with its  
25 principal place of business at 5500 NE 109th Court, Suite M, Vancouver, Washington 98662.  
26 At all times material to this lawsuit, DLM was registered to do business in the State of

1 Washington and conducted business through its agents, employees, and representatives in  
2 counties throughout the State of Washington, including King County.

3         2.4 Defendant US Air Ducts & HVAC LLC is a Washington Limited Liability  
4 Company with its principal place of business at 5700 NE 82nd Avenue, Unit C19, Vancouver,  
5 Washington 98662. At all times material to this lawsuit, US Air Ducts & HVAC LLC was  
6 registered to do business in the State of Washington and conducted business through its agents,  
7 employees, and representatives in counties throughout the State of Washington, including King  
8 County.

9         2.5 Defendant Rami Mornel is a resident of Washington State and the founder and  
10 operator of all corporate defendants. He is the sole owner and president of DLM. At all times  
11 material to this Complaint, acting alone or in concert with others, Rami Mornel formulated,  
12 directed, controlled, had the authority to control, or participated in the acts and practices set forth  
13 in this Complaint. Rami Mornel transacts and has transacted business throughout the State of  
14 Washington, including King County.

15         2.6 Defendant David Moshe is a resident of Washington State and the operator and  
16 general manager of corporate defendants DLM and US Air Ducts & Builders. At all times  
17 material to this Complaint, acting alone or in concert with others, David Moshe formulated,  
18 directed, controlled, had the authority to control, or participated in the acts and practices set forth  
19 in this Complaint. David Moshe transacts and has transacted business throughout the State of  
20 Washington, including King County.

21         2.7 Defendant Susanna Mornel is a resident of Washington State and was the  
22 registered owner and president of US Air Ducts & Builders, and is a governing member and  
23 registered agent of US Air Ducts and HVAC LLC. At all times material to this Complaint, acting  
24 alone or in concert with others, Susanna Mornel formulated, directed, controlled, had the  
25 authority to control, or participated in the acts and practices set forth in this Complaint. Susanna  
26 Mornel transacts and has transacted business throughout the State of Washington, including King

1 County.

2 2.8 Defendants, at all times relevant to this action, have been engaged in trade or  
3 commerce within the meaning of RCW 19.86.010.

### 4 III. JURISDICTION AND VENUE

5 3.1 The Complaint is filed and these proceedings are instituted under the provisions  
6 of the CPA, RCW 19.86, and the Washington Automatic Dialing and Answering Device Statute  
7 (WADAD), RCW 80.36.400.

8 3.2 The violations alleged in this Complaint were and are committed in whole or in  
9 part throughout the State of Washington, including King County, Washington, by Defendants  
10 named herein.

11 3.3 Venue is proper in King County pursuant to RCW 4.12.020, RCW 4.12.025, and  
12 Civil Rule 82 because Defendants transacted business in King County, and provided services to  
13 consumers in King County.

14 3.4 The Attorney General has authority to commence this action as conferred by  
15 RCW 19.86.080, RCW 19.86.140, and RCW 80.36.400.

### 16 IV. FACTS

17 4.1 All corporate defendants are businesses founded by Rami Mornel that  
18 participated in the solicitation, advertisement, and/or sale of air duct cleaning services to  
19 consumers located in various states throughout the country, including the State of Washington.

20 4.2 All corporate defendants were and are based in Vancouver, Washington.

21 4.3 The business practices of Defendants DLM, Rami Mornel, and David Moshe  
22 detailed herein are ongoing.

#### 23 Defendants' Air Duct Cleaning Businesses

24 4.4 In August 2010, Rami Mornel and his partner, Baz Ozaky, opened a Vancouver-  
25 based air duct cleaning business named Family Fresh Air, Inc. (Family Fresh Air).

26 4.5 In September 2014, Rami Mornel and Susanna Mornel formed a company called

1 US Air Ducts & HVAC LLC. US Air Ducts & HVAC LLC was the registered owner of vehicles  
2 used by the air duct cleaning businesses owned and operated by Rami Mornel and Susanna  
3 Mornel.

4 4.6 Sometime in early- to mid-2015, Baz Ozaky left the country and Family Fresh  
5 Air became inactive. Around the same time, Rami Mornel opened a new air duct cleaning  
6 business called Family Fresh United, Inc. (Family Fresh United).

7 4.7 Family Fresh United was incorporated in Washington on June 23, 2015. Rami  
8 Mornel designated his wife, Susanna Mornel, as the owner of Family Fresh United.

9 4.8 David Moshe, who had been working for Family Fresh Air, helped Rami Mornel  
10 establish Family Fresh United and took over the logistical operation of the business as general  
11 manager.

12 4.9 In May 2016, Susanna Mornel filed Articles of Amendment with the Washington  
13 Secretary of State to change the name of the business from Family Fresh United to US Air Ducts  
14 & Sky Builders, Inc. The business used the dba US Air Ducts & Builders.

15 4.10 On information and belief, Rami Mornel and an associate, Ron Baur, opened  
16 another air duct cleaning business called Ducts Tigers, LLC (Ducts Tigers) around February  
17 2016. Ducts Tigers is registered in Colorado.

18 4.11 Ducts Tigers has no physical location or office employees. US Air Ducts &  
19 Builders operated Ducts Tigers. US Air Ducts & Builders solicited, marketed, and scheduled  
20 appointments for Ducts Tigers' services. David Moshe and Rami Mornel were authorized signers  
21 for the Ducts Tigers bank account.

22 4.12 On information and belief, US Air Ducts & Builders has provided services to  
23 consumers in Washington, Oregon, Colorado, Utah, Idaho, California, Texas, Florida, New  
24 York, New Jersey, Massachusetts, and Connecticut.

25 4.13 In December 2018, the Washington Attorney General's Office served US Air  
26 Ducts & Sky Builders, Inc. with a Civil Investigative Demand (CID), seeking information

1 regarding the robocalling and deceptive advertisements described in this Complaint.

2 4.14 Shortly thereafter, in or around January 2019, Rami Mornel shifted the operations  
3 of US Air Ducts & Builders to a newly-formed air duct cleaning business, DLM. Rami Mornel  
4 is the sole owner of DLM. DLM provides services to consumers in Washington and Oregon.

5 4.15 In or around February 2019, Oregon television station KGW-8 aired an  
6 investigative report about US Air Ducts & Sky Builders' business practices. The report includes  
7 an interview of David Moshe. When Moshe was asked for his response to consumer complaints  
8 about aggressive sales and marketing, he stated that he did not have to respond to complaints  
9 about US Air Ducts & Builders because the company does not exist anymore. He stated "I don't  
10 have to. That's the beauty of it."

11 4.16 DLM assumed all ongoing obligations US Air Ducts & Builders had to any  
12 Washington consumers and continued the same business practices as US Air Ducts & Builders,  
13 including solicitation and office operations for Ducts Tigers. David Moshe has continued in his  
14 role as the general manager.

#### 15 **Defendants' Robocalling Practices**

16 4.17 As detailed below, Defendants have made over ten million unsolicited calls to  
17 Washington consumers. These calls played pre-recorded messages advertising an air duct  
18 cleaning promotion.

19 4.18 In or before June 2017, Defendants entered into an agreement with a third party  
20 to use software referred to as Voice Broadcasting (VB). VB had the capacity to automatically  
21 dial the telephone numbers of Washington consumers and play a pre-recorded message once the  
22 call connection was made.

23 4.19 Defendants purchased lists of telephone numbers for consumers located across  
24 the country, including Washington telephone numbers, from various businesses and individuals  
25 that provide lead generating services. In addition to the telephone numbers, some of the lists  
26 included the consumer's name, address, and age.

1           4.20 On information and belief, some or all of the phone numbers on the lead lists  
2 belong to consumers who did not ask, request, or otherwise give permission that Defendants  
3 contact them for commercial purposes. The telephone numbers Defendants call using VB come  
4 from the purchased lead lists.

5           4.21 Defendants filter the lead lists by area code, to generate a list of telephone  
6 numbers (referred to as a “campaign”), which Defendants input into VB. Whenever Defendants  
7 initiate a campaign, VB calls the phone numbers of consumers on the campaign list.

8           4.22 In addition to area code, Defendants could use additional filters to generate  
9 campaigns from the lead lists. On information and belief, Defendants have filtered some lead  
10 lists to only include consumers over age 55 in order to create robocall campaigns that targeted  
11 elderly consumers.

12           4.23 Defendants have used VB to automatically dial the telephone numbers of over  
13 one million Washington consumers and play pre-recorded messages to solicit their services  
14 (“robocalling”).

15           4.24 Defendants have repeatedly robocalled the same Washington phone numbers,  
16 sometimes on the same day. In some instances, Defendants made more than 100 robocalls using  
17 VB to the same Washington phone number.

18           4.25 Defendants continue to robocall Washington State telephone numbers using VB.

19           4.26 Defendants’ robocall message was a promotional offer for air duct cleaning, dryer  
20 vent cleaning, and furnace inspection for a special price. The following is an example of  
21 Defendants’ pre-recorded message:

22                   Dear Residents, to improve your indoor air quality we are offering  
23                   an air duct cleaning service for \$59.95 for unlimited vents to a single  
24                   furnace. We will also include a free dryer vent cleaning to prevent  
25                   fire hazard and free furnace inspection. To hear more about this offer  
26                   please press 1, or press 2 to be removed from the list.

1           4.27   Although the price of the promotion varied, the pre-recorded message always  
2 offered the same services in the promotion and encouraged consumers to learn more about the  
3 offer. The promotion in the robocall message was offered by US Air Ducts & Builders, and  
4 continues to be offered by DLM to Washington consumers.

5           4.28   If consumer recipients of Defendants' robocall press "1" after listening to the pre-  
6 recorded message, they will be transferred to one of Defendants' employees.

7           4.29   If consumer recipients of Defendants' robocall press "2" after listening to the pre-  
8 recorded message, the message represents that their number will be removed from all call lists  
9 used by Defendants. However, consumers who selected "2" did not always have their number  
10 removed from future campaign lists used by Defendants.

11          4.30   Defendants have not always removed phone numbers belonging to consumers  
12 who called directly and told Defendants they no longer wished to receive solicitation calls.  
13 Defendants have used VB to call Washington consumers who had previously asked Defendants  
14 not to call for solicitation purposes.

15          4.31   In 1994, Congress enacted the Telemarketing Act, which directed the Federal  
16 Trade Commission (FTC) to prescribe rules prohibiting abusive and deceptive telemarketing acts  
17 or practices, 15 U.S.C. § 6101-6108. Pursuant to that directive, the FTC adopted the  
18 Telemarketing Sales Rule (TSR), 16 C.F.R. Part 310. In 2003, TSR established a do-not-call  
19 registry (the "DNC Registry"), maintained by the FTC. Consumers who do not wish to receive  
20 certain types of telemarketing calls can register their telephone numbers on the DNC Registry.  
21 The TSR prohibits sellers and telemarketers from initiating or causing the initiation of an  
22 outbound telephone call to induce the purchase of goods or services to numbers on the DNC  
23 Registry.

24          4.32   Defendants use VB to initiate or cause to initiate robocalls to Washington  
25 consumers on the DNC Registry for the purpose of inducing the purchase of their services.  
26



1 4.40 The advertisement consists of text identifying the business, claims about the  
2 benefits of the services, and an offer via a “coupon” that included the price of the offer and  
3 services provided.

4 4.41 The following is an exemplar of the advertisement that was mailed to Washington  
5 consumers in December 2018.

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**AIR DUCT CLEANING**  
**WINTER SPECIAL \$39**  
Regular Price \$225  
10% MILITARY & SENIOR CITIZENS DISCOUNT  
Improve Air Quality • Save Energy Costs • Prevent Furnace Breakdown  
US AIR DUCTS & BUILDERS  
Serving the American Neighborhoods Since 2002  
1-844-893-6828  
Locally Owned & Operated  
Restrictions apply on all services  
DUCT PACKAGE  
**\$39**  
Reg. Price \$225  
Negative Pressure AIR DUCT CLEANING  
Unlimited Vents To A Single Furnace  
1-844-893-6828  
Offers valid only with this coupon. Expires 1/31/19.  
DRYER VENT CLEANING & FURNACE INSPECTION  
**FREE**  
With every purchase of The Air Duct Cleaning Special!  
1-844-893-6828  
Offers valid only with this coupon. Expires 1/31/19.  
FURNACE/AC SERVICE SPECIAL  
**\$99**  
Reg. Price \$150  
Offers valid only with this coupon. Expires 1/31/19.

20 4.42 The advertisements all refer to “Air Duct Cleaning.” Air ducts are a part of a  
21 home’s HVAC system. An HVAC system is responsible for moving air between indoor and  
22 outdoor areas, filtering and cleaning indoor air, as well as heating and cooling. The heating  
23 component of an HVAC system is called the furnace. The cooling component is the air  
24 conditioner. The components of an HVAC system that move the air are called the air ducts. An  
25 HVAC system blows air into rooms through supply vents and pulls air out of rooms through  
26 return vents.

1           4.43   The layout and color of the US Air Ducts & Builders advertisements varied over  
2 time, but the advertisements always made the following misrepresentations:

- 3           a. The advertisements included a coupon for the company's air duct cleaning  
4 package for a "special price" that ranged from \$29 to \$55, depending on the  
5 version of the advertisement. The advertisements further misrepresented a  
6 "regular price" for this package that ranged from \$150 to \$225, depending on  
7 the version of the advertisement. This "regular price" claim had the capacity  
8 to mislead consumers to believe that the "special price" was a good deal.  
9 However, US Air Ducts & Builders never charged this "regular price." This  
10 practice is called "false reference pricing."  
11           b. The advertisements claimed that the "special price" was a "[l]imited time  
12 offer." However, there was never a time limit on the promotion because the  
13 promotion was always available. The "limited time offer" claim created a false  
14 sense of urgency for the consumer.  
15           c. The advertisements claimed that the "special price" air duct cleaning package  
16 included "unlimited vents to a single furnace." However, the service covered  
17 only supply vents and not return vents.  
18           d. The advertisement offered a "free dryer vent cleaning." However, the coupon  
19 did not disclose that Defendants charge a \$35 fee for this cleaning if the dryer  
20 vent is not accessible from outside. A consumer is only made aware of this  
21 restriction before the appointment if they call Defendants and specifically ask  
22 if there are any restrictions.  
23           e. The advertisements claimed that US Air Ducts & Builders had been "Serving  
24 the American Neighborhood Since 2002." However, as stated above, US Air  
25 Ducts & Builders did not start operating until 2015.  
26

f. The advertisements contained images, as seen above, that depict a dirty air duct “before” the cleaning and a clean air duct “after” the cleaning. Defendants admit that the service offered in the coupon is not sufficient to clean an air duct that is as dirty as the “before” image.

4.44 Beginning no earlier than 2016, from its headquarters in Vancouver, Washington, Defendants also marketed Ducts Tigers’ services using direct mail advertisements with the same offer scheme and similar layout as the US Air Ducts & Builders advertisements, to non-Washington consumers.

4.45 Since it was formed in January 2019, Defendant DLM has advertised and continues to advertise its services using direct mail advertisements with the same offer scheme and similar layout as US Air Ducts & Builders advertisements. The following is an exemplar of a DLM advertisement mailed to Washington consumers in May 2019.

**AIR DUCT CLEANING**  
**SPRING SPECIAL \$35**  
 Regular Price \$225  
 Improve Air Quality • Save Energy Costs • Prevent Furnace Breakdown

10% MILITARY & SENIOR CITIZENS DISCOUNT

**DLM SERVICES**  
 Professional Air Duct Cleaning  
**844-733-6768**  
 Locally Owned & Operated  
 Restrictions apply on all services

Bacteria Pot Dander Pollen Mold Dust Mites

**WHOLE HOUSE AIR DUCT CLEANING**  
**\$35**  
 Reg. Price \$225  
 Negative Pressure AIR DUCT CLEANING  
 Unlimited Vents To A Single Furnace  
 844-733-6768  
 Offer valid only with this coupon. Excludes some offers.

**DRYER VENT CLEANING & FURNACE INSPECTION**  
**FREE**  
 With every purchase of The Air Duct Cleaning Special  
 844-733-6768  
 Offer valid only with this coupon. Excludes some offers.

**ATTIC OR CRAWL SPACE CLEANING**  
**\$99**  
 Reg. Price \$200  
 844-733-6768  
 Offer valid only with this coupon. Excludes some offers.

1           4.46 The layout and color of the DLM advertisements has varied, but the  
2 advertisements always make the following misrepresentations.

- 3           a. The advertisements include a coupon for Defendants' air duct cleaning  
4 package for a "special price" that ranges from \$35 to \$55, depending on the  
5 version of the advertisement. The advertisements further misrepresent a  
6 "regular price" for this package that ranges from \$150 to \$225, depending on  
7 the version of the advertisement. This "regular price" claim has the capacity  
8 to mislead consumers to believe that the "special price was a good deal.  
9 However, DLM has never charged this "regular price." This practice is "false  
10 reference pricing."  
11           b. The advertisements claim that the "special price" was a "[l]imited time offer."  
12 However, there has never been a time limit on the promotion because the  
13 promotion is always available. The "limited time offer" claim creates a false  
14 sense of urgency for the consumer.  
15           c. The advertisements claim that the offer is for "whole house air duct cleaning"  
16 and for "unlimited vents to a single furnace." However, the service covers  
17 only supply vents and not return vents.  
18           d. The advertisements offer "free dryer vent cleaning." However, the coupon  
19 does not disclose that Defendants charge a \$35 fee for this cleaning if the  
20 dryer vent is not accessible from outside. A consumer is only made aware of  
21 this restriction before the appointment if they call Defendants and specifically  
22 ask if there are any restrictions.  
23           e. The advertisements contained images, as seen above, that depict a dirty air  
24 duct "before" the cleaning and a clean air duct "after" the cleaning.  
25 Defendants admit that the service offered in the coupon is not sufficient to  
26 clean an air duct that is as dirty as the "before" image.

1 4.47 None of Defendants' advertisements have identified an expiration date for the  
2 promotional price, which allows Defendants to arbitrarily decide what price to honor and to  
3 cancel the promotion at any time.

4 4.48 All advertisements mailed to Washington consumers have targeted the elderly by  
5 offering a 10% senior citizen discount.

6 4.49 Since 2017, tens of millions of Defendants' advertisements have been mailed to  
7 Washington consumers.

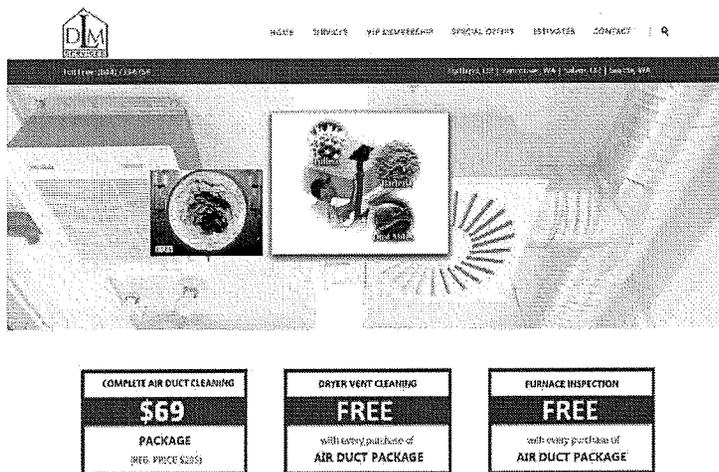
### 8 Defendants' Online Marketing Practices

9 4.50 Defendants arranged to have websites created for US Air Ducts & Builders, Ducts  
10 Tigers, and DLM. Defendants determined and approved the layout, photos, and text for these  
11 websites.

12 4.51 The website for US Air Ducts & Builders, www.usairductsandbuilders.com,  
13 advertised a \$69 "limited time offer" for the air duct cleaning package offered in the direct mail  
14 advertisement. However, as long as the website was active, the \$69 offer was always advertised.

15 4.52 US Air Ducts & Builders' website also stated that the \$69 offer was for  
16 "unlimited vents." Yet, as discussed above, the return vents were not included in the service.

17 4.53 The website for DLM, www.dlmairservices.com, currently advertises the same  
18 \$69 offer that US Air Ducts & Builders' website advertised.



1 4.54 The website claims that the “regular price” for the air duct cleaning services  
2 included in the offer is \$285. However, as discussed above, DLM has never charged this  
3 “regular” price for the services.

4 4.55 The DLM website claims that the promotion is for a “complete” cleaning for  
5 “unlimited vents.” However, the promotion does not include the return vents and is limited to  
6 the air ducts to a single furnace.

### 7 **Defendants’ Fictitious and Misleading Google Reviews**

8 4.56 Between August 25, 2019, and September 5, 2019, 100 new reviews on Google  
9 for DLM were created.

10 4.57 Of the 100 reviews, 98 gave DLM a 5-star rating and positive feedback.

11 4.58 At least six of the reviews were created by current employees of DLM.

12 4.59 On information and belief, some of the reviews were created by family members  
13 of current employees of DLM.

14 4.60 One of the reviews was created by an individual named Ron Baur. On information  
15 and belief, Ron Baur is the same individual who owns Ducts Tigers. On information and belief,  
16 Ron Bauer currently lives in Israel.

17 4.61 One of the reviews was created by an individual named Benjamin Solomon. On  
18 information and belief, Benjamin Solomon is Rami and Susanna Mornel’s son, who is around  
19 five years old.

20 4.62 On information and belief, some or all of the 5-star reviews on Google for DLM  
21 that were created since August 23, 2019, are fake.

### 22 **Defendants’ VIP Membership Sales Practices**

23 4.63 As described below, Defendants’ business model has relied and continues to rely  
24 on consumers scheduling the promotional air duct cleaning service offered in the robocalls, in  
25 their misleading direct mail advertisements, and on their websites.

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1           4.64 Defendants do not make a profit on the promotional offer. Thus, Defendants use  
2 the promotion as a means to engage a consumer in their home and sell additional services. If  
3 Defendants do not sell additional services at an appointment, Defendants lose money on that  
4 appointment.

5           4.65 Technicians are paid a commission based on the total sales at a consumer's home.

6           4.66 Defendants employ a sales scheme in which the workers sent by Defendants to  
7 consumers' homes (referred to as "technicians") invariably tell consumers that the promotional  
8 service is not enough to clean the consumers' air ducts and offer to provide additional cleaning  
9 for an extra charge, in some instances totaling hundreds of dollars.

10          4.67 Defendants train all technicians and provide technicians with sales material to be  
11 used when upselling services.

12          4.68 Defendants also expect technicians to recommend annual maintenance for the  
13 consumers' HVAC systems and to offer the consumer a long-term annual maintenance plan  
14 (referred to as a "VIP Membership"). The VIP Membership is offered if the consumer purchases  
15 additional services, as well as an electrostatic filter and UVC light filter.

16          4.69 Defendants claim the UVC light filter will reduce allergens, eliminate odors, and  
17 provide various health benefits.

18          4.70 There is no set price for the VIP Membership. Instead, technicians arbitrarily set  
19 total cost for the additional services, filters, and VIP Membership up to \$1,400 for a 5-year  
20 membership, \$1,794 for a 10-year membership, and \$2,370 for a 25-year membership.

21          4.71 Defendants require payment up front for the entire VIP Membership term. The  
22 only exception is to allow a consumer to pay the invoice in installments over a number of months  
23 with a credit card or post-dated checks.

24          4.72 On information and belief, technicians who deviate too far from Defendants' in-  
25 home sales scheme are penalized by receiving fewer job assignments.

26          4.73 Consumers are misled by technicians that a VIP Membership includes annual air

1 duct cleaning for the term of the membership. However, a VIP Membership only includes air  
2 duct cleaning at the initial appointment. A VIP member must pay \$49 for air duct cleaning at  
3 each subsequent annual maintenance appointment.

4 4.74 On information and belief, for a time Defendants did not provide consumers with  
5 any written information regarding the terms of the VIP Membership. Eventually, Defendants  
6 began providing a card with the terms of the VIP Membership. However, the card was not  
7 provided until after the consumer agreed to receive the service, usually with the invoice. Below  
8 is an example of the card.

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US  
AIR DUCTS  
& BUILDERS

Invoice #: 60132

- Annual Filters Service - \$150 Value
- Annual Furnace Service - \$195 Value
- Annual Dryer Vent Cleaning - \$100 Value
- Annual Sanitize For Ducts System - \$129 Value
- Electrostatic Filter
- U.V.C. Filter System
- Transfers (house/furnace/customer) - \$250 Value
- \$49 Locked Price for Basic Duct Cleaning
- Contractor Prices for Repairs / New Furnaces

Name: [Redacted] Phone #: [Redacted]  
Address: [Redacted]  
City: Vancouver, 98662  
Tech: Rick Date: 3/9/18  
Membership Time: 5, 10, 15 / 20 / 25 Years Other:

19 4.75 The VIP card claims that the membership includes “annual filters service,” yet  
20 does not disclose that the filter service does not include the cost of replacing the UV light bulb.

21 4.76 Defendants claim that cleaning a furnace is an important part of maintaining the  
22 HVAC system and that “annual furnace service” is included with a VIP Membership. However,  
23 Defendants fail to disclose that the “annual furnace service” does not include furnace cleaning,  
24 only a visual inspection.

25 4.77 In order to sell the VIP Membership, Defendants claim that a member can transfer  
26 the membership to another home, yet fail to disclose limitations and that there may be additional

1 | charges for transferring a VIP Membership to a different property. The transfer may cost the  
2 | consumer upwards of \$1,000.

3 |       4.78 In some instances, the technicians have started the sales pitch for a VIP  
4 | Membership as soon as they enter the consumer's home, before starting the scheduled service.

5 |       4.79 If the consumer insists on receiving only the service from the promotion,  
6 | technicians in at least some instances continue insisting the entire time they are in the consumer's  
7 | home that a consumer accept the detailed cleaning and VIP Membership.

8 |       4.80 In at least one instance, technicians have added the VIP Membership and  
9 | additional services to the invoice before the consumer agreed to receive the services.

10 |       4.81 These high-pressure sales tactics can mislead elderly consumers into purchasing  
11 | long-term VIP memberships, including 10- and 25-year memberships.

12 |       4.82 Consumers who respond to the promotion, promising air duct cleaning between  
13 | \$29 and \$69, may end up with bills over \$1,000.

14 |       4.83 On information and belief, Defendants use the VIP Membership as a means to  
15 | return each year to sell the consumer additional, expensive air duct cleaning services.

16 |       4.84 Defendants typically refuse to refund the consumer for any remaining years of  
17 | the membership term if a VIP member seeks to cancel the membership.

18 |       4.85 Defendants have sold VIP Membership services to consumers in at least 20  
19 | counties in Washington.

20 |                                   **V. FIRST CAUSE OF ACTION**  
21 |       **(RCW 80.36.400 & RCW 19.86.020—Unfair Acts and Practices in the Use of an**  
  **Automatic Dialing and Answering Device)**

22 |       5.1 The State of Washington re-alleges Paragraphs 1.1 through 4.85 and incorporates  
23 | them as if set fully herein.

24 |       5.2 The use of an automatic dialing and announcing device for purposes of  
25 | commercial solicitation to Washington consumers is a violation of RCW 80.36.400.



1           6.2     Pursuant to the CPA, RCW 19.86.020, “unfair or deceptive acts or practices in the  
2 conduct of any trade or commerce are hereby declared unlawful.”

3           6.3     In connection with the telephone solicitation of air duct cleaning services,  
4 Defendants have engaged in unfair and/or deceptive acts or practices in violation of the CPA,  
5 including but not limited to the following:

- 6                   a.    Calling Washington consumers on the DNC registry;
- 7                   b.    Misleading Washington consumers on the DNC registry that the call was  
8                            from an entity who was allowed to call consumers on the DNC registry; and
- 9                   c.    Calling Washington consumers who had previously told Defendants that  
10                           they no longer wish to receive solicitation calls.

11           6.4     The acts or practices described herein occurred in trade or commerce as defined in  
12 RCW 19.86.010(2) because they included an offer to sell services to Washington consumers.

13           6.5     These practices affected the public interest because they impacted numerous  
14 Washington consumers. These practices constituted a pattern of conduct that Defendants committed  
15 in the course of business and for which there is a real and substantial potential for repetition.

16   **VII.   THIRD CAUSE OF ACTION**  
17   **(RCW 19.86.020—Deceptive and Unfair Acts and Practices in Transmitting Misleading**  
18   **or Inaccurate Caller ID Information)**

19           7.1     The State of Washington re-alleges Paragraphs 1.1 through 6.5 and incorporates  
20 them as if set fully herein.

21           7.2     In connection with the telephone solicitation of air duct cleaning services,  
22 Defendants have engaged in unfair and/or deceptive acts or practices in violation of the CPA,  
23 RCW 19.86.020, including but not limited to the following:

- 24                   a.    Misleading consumers as to the identity of the caller by using a caller ID name  
25                            that is not associated with Defendants;
- 26                   b.    Using a caller ID number that is registered to an individual not associated with  
                          Defendants;

- 1 c. Misleading consumers as to the identity of the caller by using a caller ID number  
2 that is not associated with Defendants; and  
3 d. Making it difficult for Washington consumers to block calls from Defendants  
4 by altering their caller ID name and number.

5 7.3 The acts or practices described herein occurred in trade or commerce as defined in  
6 RCW 19.86.010(2) because they included an offer to sell services to Washington consumers.

7 7.4 These practices affected the public interest because they impacted numerous  
8 Washington consumers. These practices constituted a pattern of conduct that Defendants committed  
9 in the course of business and for which there is a real and substantial potential for repetition.

10 **VIII. FOURTH CAUSE OF ACTION**  
11 **(RCW 19.86.020—Deceptive Acts and Practices in Print Marketing)**

12 8.1 The State of Washington re-alleges Paragraphs 1.1 through 7.4 and incorporates  
13 them as if set fully herein.

14 8.2 In connection with the advertisements mailed to consumers, Defendants have  
15 engaged in unfair and/or deceptive acts or practices in violation of the CPA, RCW 19.86.020,  
16 including but not limited to the following:

- 17 a. Misrepresenting the reference price for the air duct cleaning promotion when  
18 the services in the promotion were never offered or actually sold at the  
19 represented “regular” price;  
20 b. Misrepresenting that the air duct cleaning promotion is a limited time offer;  
21 c. Failing to include an expiration date for the air duct cleaning promotion while  
22 reserving the right to cancel the promotion at any time;  
23 d. Failing to clearly and conspicuously disclose which services were included in  
24 the air duct cleaning promotion;  
25 e. Failing to disclose that return vents were not included in a package that  
26 purported to include “unlimited vents to a single furnace”;

- 1 f. Failing to disclose the \$35 charge for cleaning the dryer vent if the vent is not  
2 accessible from outside;
- 3 g. Misrepresenting that Defendants have been “Serving the American  
4 Neighborhood Since 2002”;
- 5 h. Using images that have the capacity to mislead consumers that the promotional  
6 cleaning service will be sufficient to clean their air ducts, regardless of the  
7 HVAC system’s condition; and
- 8 i. Claiming that the promotion is for “Whole House Air Duct Cleaning” when the  
9 promotion is only for return vents and is limited to a single furnace.

10 8.3 The acts or practices described herein occurred in trade or commerce as defined in  
11 RCW 19.86.010(2) because they included an offer to sell services to Washington consumers.

12 8.4 These practices affected the public interest because they impacted numerous  
13 Washington consumers. These practices constituted a pattern of conduct that Defendants committed  
14 in the course of business and for which there is a real and substantial potential for repetition.

15 **IX. FIFTH CAUSE OF ACTION**  
16 **(RCW 19.86.020—Deceptive Acts and Practices in Online Marketing)**

17 9.1 The State of Washington re-alleges Paragraphs 1.1 through 8.4 and incorporates  
18 them as if set fully herein.

19 9.2 In connection with marketing their air duct cleaning business on their websites,  
20 Defendants have engaged in unfair and/or deceptive acts or practices in violation of the CPA,  
21 RCW 19.86.020, including but not limited to the following:

- 22 a. Misrepresenting the reference price for the air duct cleaning promotion when  
23 the services in the promotion were never offered or actually sold at the  
24 represented “regular” price on the DLM website;
- 25 b. Failing to clearly disclose what services are included with the “complete air duct  
26 cleaning” promotion advertised on the DLM website;

- 1 c. Failing to clearly disclose what services are included with the “negative pressure  
2 cleaning” promotion advertised on the US Air Ducts & Builders website;  
3 d. Failing to disclose that the “unlimited vents” for the promotion advertised on  
4 the US Air Ducts & Builders website did not include return vents;  
5 e. Misrepresenting the promotion advertised on the US Air Ducts & Builders  
6 website as a limited time offer, creating a false sense of urgency; and  
7 f. Using images that have the capacity to mislead consumers that the promotional  
8 service is sufficient to clean air ducts in the same condition as the ones depicted  
9 on the DLM and US Air Ducts & Builders websites.

10 9.3 The acts or practices described herein occurred in trade or commerce as defined in  
11 RCW 19.86.010(2) because they included an offer to sell services to Washington consumers.

12 9.4 These practices affected the public interest because they impacted numerous  
13 Washington consumers. These practices constituted a pattern of conduct that Defendants committed  
14 in the course of business and for which there is a real and substantial potential for repetition.

15 **X. SIXTH CAUSE OF ACTION**  
16 **(RCW 19.86.020—Deceptive Acts and Practices in Fostering an Online Reputation)**

17 10.1 The State of Washington re-alleges Paragraphs 1.1 through 9.4 and incorporates  
18 them as if set fully herein.

19 10.2 In connection with creating or soliciting fake online reviews, Defendants have  
20 engaged in unfair and/or deceptive acts or practices in violation of the CPA, RCW 19.86.020,  
21 including but not limited to the following:

- 22 a. Misrepresenting the quality of services provided by DLM;  
23 b. Misrepresenting DLM’s reputation as a service provider;  
24 c. Failing to disclose a connection between the reviewer and DLM that might  
25 materially affect the weight or credibility of the endorsement; and  
26

1 d. Misleading consumers to believe that they will get the same result and/or  
2 quality of service provided by DLM as the online reviewers.

3 10.3 The acts or practices described herein occurred in trade or commerce as defined in  
4 RCW 19.86.010(2) because they included an offer to sell services to Washington consumers.

5 10.4 These practices affected the public interest because they impacted numerous  
6 Washington consumers. These practices constituted a pattern of conduct that Defendants committed  
7 in the course of business and for which there is a real and substantial potential for repetition.

8 **XI. SEVENTH CAUSE OF ACTION**  
9 **(RCW 19.86.020—Unfair and Deceptive Acts and Practices in the Sale of VIP**  
10 **Memberships)**

11 11.1 The State of Washington re-alleges Paragraphs 1.1 through 10.4 and incorporates  
12 them as if set fully herein.

13 11.2 In connection with the sale of air duct cleaning services, Defendants have engaged  
14 in unfair and/or deceptive acts or practices in violation of the CPA, RCW 19.86.020, including but  
15 not limited to the following:

- 16 a. Misrepresenting the value of the VIP Membership;  
17 b. Misrepresenting the services included with a VIP Membership, including but  
18 not limited to the following:

19 (1) Misrepresenting that air duct cleaning is part of the annual  
20 maintenance visit for VIP members, and/or failing to disclose that  
21 air duct cleaning is not included;

22 (2) Failing to clearly disclose the \$49 charge for air duct cleaning at  
23 the annual maintenance visit for VIP members;

24 (3) Misrepresenting that furnace cleaning is part of the annual  
25 maintenance visit for VIP members, and/or failing to disclose that  
26 furnace service does not include furnace cleaning;

1 (4) Failing to disclose that there may be additional charges for  
2 transferring a VIP Membership to a different property; and

3 (5) Failing to disclose the cost of replacing the lightbulb for a UVC  
4 light sold with the VIP membership;

5 c. Requiring payment up front for the entire term of the VIP Membership;

6 d. Pressuring consumers to accept a VIP Membership and additional services  
7 before performing the scheduled service;

8 e. Adding a VIP Membership and additional cleaning services to the invoice  
9 before the consumer agrees to receive those additional services;

10 f. Refusing to offer pro-rata refunds to consumers who cancel their VIP  
11 Membership before the membership term ends; and

12 g. Targeting elderly consumers with offers of long-term maintenance plans for 10  
13 or more years.

14 11.3 The acts or practices described herein occurred in trade or commerce as defined in  
15 RCW 19.86.010(2) because they included an offer to sell and sale of services to Washington  
16 consumers.

17 11.4 These practices affected the public interest because they impacted numerous  
18 Washington consumers. These practices constituted a pattern of conduct that Defendants committed  
19 in the course of business and for which there is a real and substantial potential for repetition.

## 20 XII. PRAYER FOR RELIEF

21 Wherefore, the State of Washington requests that this Court grant the following relief:

22 12.1 That the Court adjudge and decree that Defendants have engaged in the conduct  
23 complained of herein.

24 12.2 That the Court adjudge and decree that the conduct complained of herein constitutes  
25 unfair and deceptive acts or practices and unfair in violation of the Consumer Protection Act,  
26 RCW 19.86.

