

The central allegation of the complaint is summarized in its first sentence: “This is a case of defendant-merchants who fraudulently advertise that they guarantee that all customers will be satisfied.” *Complaint* at 1. The remainder of plaintiff’s claims flow from this deceptive advertising/unfair trade practice. Thus, the primary relief the complaint seeks is “judgment for plaintiff against each defendant . . . in the amount of . . . \$1,500 for each violation . . .” Because of their awareness of the number of years they have engaged in deceptive advertising, the defendants’ second, third and fourth defenses in this case are, respectively, the statute of limitations, laches and waiver. *Answer* at 9 (July 27, 2005).

This case spotlights defendants who are highly sophisticated, experienced . . . and whose rapacious business practices continued unabated for more than one year after this lawsuit was filed. They have a combined 34 years of experience in the dry cleaning industry and over 59 combined years of business management experience. Until very recently, the defendants owned cleaners in three different quadrants of the District of Columbia – northwest, northeast and

southeast. Soo Chung and Jin Nam Chung are husband and wife. Ki Y Chung is their adult son. Since the year 2000 one of the cleaners the Chungs have owned and operated is Custom Cleaners, at 3174-1/2 Bladensburg Road, N.E. The plaintiff resides in the neighborhood where Custom Cleaners is located.

The complaint alleges that since the Chungs purchased Custom Cleaners in 2000 they have persisted in displaying prominent signs above, and just inside, the entrance to their cleaners that advertise to all prospective customers that the Chungs unconditionally guarantee: (1) that all customers will be satisfied with all services the defendants offer (and if not, that the customer's personal satisfaction will otherwise be guaranteed) and (2) same day services.

The complaint alleges that at no time did these signs disclose their terms or limitations. And, although unnecessary to prove up most of plaintiff's CPPA claims, the complaint also alleges that the Chungs did not have any intention of performing in accordance with their unconditional advertised guarantees. Instead, the defendants' "SATISFACTION GUARANTEED" and "SAME DAY SERVICE" signs have been used, without the defendants having to say a word: (1) to lure plaintiff and over 26,000 customers into placing their clothing in the custody of the defendants and (2) to persuade plaintiff and those customers to agree to pay high fees for services the defendants' signs guarantee the customer the customer can determine whether the customer is satisfied with, and if dissatisfied, the *customer* can determine an alternative method of guaranteeing the customer's satisfaction.