

**Raúl R. Labrador**  
Attorney General  
State of Idaho

**James J. Simeri** (ISB No. 12332)  
Division Chief  
Consumer Protection Division

**Stephanie N. Guyon** (ISB No. 5989)  
Deputy Attorney General  
Idaho Attorney General's Office  
Consumer Protection Division  
P.O. Box 83720 • Boise, ID 83720-0010  
954 W. Jefferson St., 2<sup>nd</sup> Fl. • Boise, ID 83702  
(208) 334-2424 • [stephanie.guyon@ag.idaho.gov](mailto:stephanie.guyon@ag.idaho.gov)

*Attorneys for the State of Idaho*

**IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT  
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON**

**In the Matter of Attorney General  
Raúl R. Labrador's Investigation of:**

Case No. CV14-25-14499

**Right Now Heating, Cooling &  
Plumbing, LLC, d/b/a Right Now.**

**Assurance of Voluntary  
Compliance**  
(Idaho Code § 48-610)

Acting on behalf of the State of Idaho ("the State") and pursuant to Idaho Code § 48-610, Attorney General Raúl R. Labrador ("the Attorney General"), and Right Now Heating, Cooling & Plumbing, LLC, d/b/a Right Now, enter into this Assurance of Voluntary Compliance ("Assurance"). The Attorney General and Right Now (collectively "the Parties") stipulate and agree to the following terms and conditions:

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## I.

### **General Terms**

1. Trade and Commerce. Right Now Heating, Cooling & Plumbing, LLC, d/b/a Right Now, (“Right Now”) is an Idaho limited liability company in Caldwell, Idaho. Right Now advertises and sells HVAC, plumbing, and electrical equipment and services. Such business practices constitute trade and commerce as defined in Idaho Code § 48-602(2).

2. Attorney General’s Authority. The Attorney General enforces the Idaho Consumer Protection Act, title 48, chapter 6, Idaho Code, and the Idaho Rules of Consumer Protection, IDAPA 04.02.01.000, et seq. The Idaho Legislature enacted the Idaho Consumer Protection Act to protect consumers, businesses, and Idaho’s marketplace from unfair competition and unfair or deceptive acts or practices in trade or commerce within or without the State. *See* Idaho Code §§ 48-601 and 48-603.

3. Jurisdiction and Venue. The District Court has (a) subject matter jurisdiction in this matter pursuant to the Idaho Consumer Protection Act, title 48, chapter 6, Idaho Code, and (b) personal jurisdiction over Right Now pursuant to Idaho Code §§ 5-514 and 48-606(2).

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4.     Knowledge of Duties. The Parties enter into this Assurance voluntarily and with full knowledge and understanding of the nature of the proceedings and the obligations and duties imposed by this Assurance. Right Now had a reasonable opportunity to consult with its attorneys or other advisors about its rights and options and enters into this Assurance in good faith.

5.     Other Actions Unaffected. This Assurance does not limit or impair a private person's right to bring or maintain an action against Right Now under Idaho Code § 48-608.

6.     Entire Agreement. This Assurance constitutes the entire agreement between the Parties and supersedes all prior agreements, assurances of voluntary compliance, stipulations, and understandings, whether written or oral, between the Parties or their attorneys concerning the allegations outlined in Section III of this Assurance. The Parties may amend this Assurance by written agreement and with approval of the court.

7.     Effective Date. The effective date of this Assurance is the date on which the court signs the Order Approving Assurance of Voluntary Compliance ("Order"), which the Attorney General shall file with the District Court of Canyon County with this Assurance.

8.     Expiration Date. This Assurance expires at midnight on December 31, 2028.

9.     Execution in Parts. This Assurance may be executed in parts.

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## II.

### **No Admission of Liability**

10. Denial of Wrongdoing. Right Now denies the Attorney General's allegations as outlined in Section III of this Assurance, and Right Now's stipulations to the terms of this Assurance do not constitute admissions by it to any facts or violations of any state or federal law, rule, or regulation. Right Now enters into this Assurance for the purpose of resolving the Attorney General's concerns regarding Right Now's business practices as of the effective date of this Assurance.

## III.

### **Attorney General's Allegations**

The Attorney General alleges as follows:

11. Right Now's Advertising. Right Now advertises its goods and services through its website and direct mail ads. The Attorney General reviewed Right Now's direct mail ads, which claim consumers can obtain a furnace or AC unit for a discounted price. For example, the following principal messages appear in Right Now's direct mail ads:

"How the Start of a Really Cool Summer can get you a BRAND-NEW air conditioner for \$1275 installed!"

"You can be enjoying a new air conditioner for an unheard-of-below wholesale price."

"You can get rid of your old furnace and replace with a brand new, top of the line furnace for \$1,200."

"Yes, You Can Actually Get Rid of Your AC and replace it with a Brand New [sic] High Efficiency AC (that I normally sell for \$4800-5900) for Only \$1475."

“Here’s How You Can Buy A \$4,400 Furnace for Only \$988 Installed!”

“You can actually get rid of your old furnace, and replace it with a brand new, top of the line furnace (that I normally sell for around \$4,400) for only \$988. We are offering a limited number of furnaces at this super low price.”

None of these primary messages are true. To obtain a new furnace, the consumer must pay the installation cost for the furnace and purchase a new AC unit. Right Now does not disclose clearly and conspicuously the cost of the AC unit or the cost to install it. To obtain a new AC unit valued between \$4,800 and \$5,900, the consumer must pay the installation cost of the AC unit and purchase a new furnace. The ad does not disclose clearly and conspicuously the cost of the furnace or provide the complete cost to purchase and install both units.

12. Truth in Lending Disclosures. In its direct mail ads, Right Now includes monthly payments or interest rates with its prices. A monthly payment and an interest rate are “trigger terms” under Regulation Z, which implements the Truth in Lending Act (TILA). Regulation Z requires clear and conspicuous disclosure of certain credit terms. Right Now’s disclosure of the required credit terms is not clear and conspicuous.

13. “Estimate” v. “Sales Contract”. Before it provides equipment or services to a consumer, Right Now provides the consumer with a document titled “ESTIMATE” in two places. The mouse print at the bottom of the “ESTIMATE” reads: “I hereby authorize Right Now Heating, Cooling, Plumbing LLC. [sic] to complete the above work in the amount of \$[amount] to be performed.” Consumers have complained to the Attorney General that Right Now failed to provide them with an itemized

contract identifying the equipment and services that consumers agreed to purchase. In its responses to consumers' complaints, Right Now produces the signed "ESTIMATE" and contends it is a sales contract. The complaints to the Attorney General, however, establish a consumer, acting reasonably under the circumstances, believes the document he or she signed is only an estimate and not a sales contract. The Attorney General alleges, therefore, that Right Now's "ESTIMATE" has a tendency to confuse or mislead reasonable consumers.

14. Alleged Violations. Right Now's business practices constitute a pattern or practice of unfair competition or unfair or deceptive acts and practices in trade or commerce within Idaho and violate the Idaho Consumer Protection Act and the Idaho Rules of Consumer Protection. Specifically, Right Now's conduct constitutes separate and multiple violations of Idaho Code § 48-603(11) and (17) and IDAPA 04.01.02.030, .031, .032, 033.01, and .131, the Truth in Lending Act, and Regulation Z. Right Now denies the allegations in this Section.

#### IV.

##### Injunctive Provisions

15. Waiver of Jurisdiction. Right Now agrees to waive its right to contest all matters of jurisdiction if the Attorney General pursues a contempt action against Right Now to enforce this Assurance as provided in Idaho Code § 48-610.

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16. No Implied Approval. Right Now agrees it shall not represent or imply to any person or regulatory or law enforcement agency that the Attorney General or the State approves of or endorses Right Now's acts, practices, procedures, policies, advertising, techniques, or activities.

17. Definition of "Consumer." In the following paragraphs of Section IV of this Assurance, the term "consumer" means a person who (a) purchases, leases, or rents goods or services from Right Now, (b) is solicited to purchase, lease, or rent goods or services from Right Now, or (c) otherwise gives consideration to Right Now for any goods or services. This definition includes property owners who rent their property to tenants and property management companies and other agents that act on behalf of property owners.

18. Modification of Business Practices. Right Now agrees:

- a. To change its advertising to clearly and conspicuously disclose:
  - i. The total cost Right Now charges to purchase and install its advertised HVAC products. For example, if Right Now advertises in the principal message of its ad that a consumer may purchase an air conditioner for \$1,475 installed, Right Now must sell the air conditioner to the consumer for that price. If Right Now requires the consumer to purchase other goods or services to qualify for the advertised price of the air conditioner, Right Now must disclose that fact in the principal message of the advertisement and include the cost of the other goods or services.
  - ii. All terms and conditions required by TILA and Regulation Z if Right Now's advertisement includes a triggering term.

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- b. To deliver to the consumer at the time of obtaining the consumer's signature, any estimate, invoice, or other contract the consumer signs. If Right Now uses electronic documents or signatures, Right Now agrees to provide the consumer, upon request, with a printed hard copy of the signed estimate, invoice, or other contract instead of an electronic copy.
- c. Before beginning any work on a consumer's property, to obtain the consumer's signature on and deliver to the consumer any document obligating the consumer to pay Right Now for delivered goods or services and any document disclosing terms and conditions applicable to the consumer's purchase of goods or services from Right Now.
- d. To comply with the requirements of IDAPA 04.02.01.131 if Right Now engages in lump-sum billing practices.
- e. To comply with the requirements of Idaho Code § 48-603A and Subchapter P of IDAPA 04.02.01.000 if Right Now engages in door-to-door sales or sales at other than appropriate trade premises.
- f. To provide the consumer, upon request, with a copy of any document the consumer signs electronically or otherwise. Right Now may email, mail, or hand-deliver the document to the consumer.
- g. To ensure its employees are lawfully registered or licensed or lawfully acting under the registration or license of the company or a supervisor to perform the work for which Right Now is hired.
- h. To deliver timely to eligible consumers any discounts, refunds, or rebates that Right Now advertises or promises to consumers who purchase the company's goods or services.
- i. For two years following the effective date of the Assurance, to retain all records pertaining to consumer complaints it receives, responds to, or resolves (excluding those it receives from the Attorney General). This includes retaining records:
  - i. showing amounts Right Now paid to consumers to resolve any complaints.
  - ii. describing the consumer's complaint.



- iii. explaining Right Now's basis for paying or refunding the consumer.

## V.

### **Attorney General's Fees and Costs**

19. Payment of the Attorney General's Fees and Costs. Right Now agrees to pay \$6,500 to the Attorney General to reimburse him, in part, for the fees and costs he incurred in pursuing this matter. Right Now agrees to pay the \$6,500 to the Attorney General within 10 business days of executing this Agreement via a cashier's check made payable to "State of Idaho-Attorney General."

## VI.

### **Notices under this Assurance**

20. Notices to Right Now. Notices to Right Now sent pursuant to the terms of this Assurance shall be in writing and sent by United States certified mail or FedEx overnight mail to:

Kevin Werner  
President  
Right Now Heating, Cooling & Plumbing, LLC  
d/b/a Right Now  
212 Evans St.  
Caldwell, ID 83605

If Right Now refuses to accept the notice or his contact address is invalid, service is considered effective on the date the notice is mailed. If Right Now's above contact information changes, Right Now agrees to provide notice of such changes to the Attorney General within five business days of the change.

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21. Notice to Attorney General. Notices to the Attorney General sent pursuant to the terms of this Assurance only shall be in writing and delivered via United States mail, FedEx, United Parcel Service, hand-delivery, or email to:

Stephanie Guyon  
Deputy Attorney General  
Office of the Attorney General  
954 W. Jefferson St., 2<sup>nd</sup> Floor  
P.O. Box 83720  
Boise, ID 83720-0010  
[stephanie.guyon@ag.idaho.gov](mailto:stephanie.guyon@ag.idaho.gov)

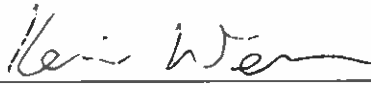
22. Receipt of Order Approving Assurance. The Parties agree to accept a copy of the signed Order directly from the Deputy Clerk.

## VII.

### Signatures

**Right Now Heating, Cooling & Plumbing, LLC  
d/b/a Right Now**

12/18/25  
DATE

By:   
Kevin Werner, President

**RAÚL R. LABRADOR  
ATTORNEY GENERAL  
STATE OF IDAHO**

12/19/2025  
DATE

By:   
Stephanie N. Guyon, Deputy Attorney General