



IN THE SUPERIOR COURT OF THE STATE OF DELAWARE

STATE OF DELAWARE, *ex rel.* )  
KATHLEEN JENNINGS, Attorney )  
General of the State of Delaware, )  
    *Petitioner,* ) C.A. No. N25M-06-200  
    ) )  
    v. ) )  
    ) )  
MASTERCRAFT CONTRACTING, )  
LLC., )  
    *Respondent.* )

**MOTION TO ENFORCE SUBPOENA DUCES TECUM AND FOR STATE’S FEES**

Petitioner the State of Delaware, *ex rel.* Kathleen Jennings, Attorney General of the State of Delaware, by and through the Delaware Department of Justice (DOJ), Consumer Protection Unit (CPU), requests an Order directing Respondent Mastercraft Contracting, LLC (Mastercraft) a roofing and construction contractor, to produce documents pursuant to a Subpoena *Duces Tecum* that was served on Mastercraft by CPU on January 8, 2026 and due February 9, 2026 (2026 Subpoena). Exhibit A. The 2026 Subpoena is part of a CPU investigation into Mastercraft’s business practices, including potential violations of 6 *Del. C.* §§ 2513 and 2532. This is the second subpoena served on Mastercraft wherein CPU has had to seek Court intervention for compliance.

1. The Attorney General has the power, duty, and authority “[t]o investigate matters involving the public peace, safety and justice and to subpoena

witnesses and evidence in connections therewith [...].” 29 Del. C. § 2504(4); *State ex rel. Jennings v. Cabela’s Inc.*, 2024 WL 4357914 at \*3 (Del. Super.) (granting CPU’s motion to enforce subpoena as reasonable); *KDM Development v. Consumer Protection Unit*, 2023 WL 7004101 at \*4 (Del. Super.) (denying defendant’s motion to quash subpoenas properly issued by CPU). 29 Del. C. § 2508(a) provides “[t]he Attorney General or any assistant may [...] issue process to compel the attendance of persons, witnesses and evidence [...]” This includes the power to issue a Subpoena *Duces Tecum*. *In re Hawkins*, 123 A.2d 113, 116 (Del. 1956.); *Cabela’s* at \*3

2. CPU’s investigation includes multiple consumer complaints that Mastercraft uses misleading door-to-door sales and time pressure tactics to sell its roofing and construction services. Among other things, Mastercraft advertises “free inspections” to consumers, who are told by Mastercraft that they must sign a document to authorize the free inspection. However, the document is actually a contract that Mastercraft thereafter enforces to require the consumer use Mastercraft for the work should the consumer obtain insurance coverage. *See* Affidavit, Exhibit **B**; *see also* 6 Del. Admin. Code § 106-3.1.13 (2023). The document signed by the consumer includes multiple, legalistic “terms and conditions” on the back, including a cancellation clause which states the consumer agrees that Mastercraft is entitled to liquidated damages of 1/3 of the contract price should the consumer decide not to use Mastercraft. *See* Exhibit **B**; *see also* 6 Del. Admin. Code § 106-3.1.12.

3. Even more, Mastercraft has filed numerous lawsuits against consumers who failed to use Mastercraft, citing the cancellation clause and seeking 1/3 of the contract price as liquidated damages. Mastercraft's lawsuits have been dismissed by Delaware courts, and the liquidated damages clause declared illegal. In *Mastercraft v. Palacias*, JP17-24-000314 (June 3, 2024) the JP Court stated that it found it "preposterous" that Mastercraft claimed that the 1/3 damages constituted legitimate liquidated damages instead of a penalty and further was "disheartened at the seemingly predatory behavior exhibited by Mastercraft". *Palacias* at 4. Exhibit **1** to Exhibit **B**. *See also MasterCraft v. Austin*, JP17-24-006681 ("Defendant [...] was right to call the contract into question and to cancel her claim with [the insurance company.]") Exhibit **5** to Exhibit **B**.

4. Even after these Court rulings, Mastercraft continued to file lawsuits against Delaware consumers for liquidated damages, the most recent on March 27, 2025 in Superior Court. *See* Exhibit **6** to Exhibit **B**.

5. CPU's investigation also includes that Mastercraft prominently displayed the Better Business Bureau (BBB) logo on its contracts. *See* Exhibit **C** Mastercraft is not accredited or otherwise approved by the BBB.

6. CPU issued an initial Subpoena *Duces Tecum* to Mastercraft on February 20, 2025 (2025 Subpoena). Exhibit **D**. Mastercraft employed the same delay tactics for the 2025 Subpoena as it has for this 2026 Subpoena, ignoring

repeated deadlines and requests to engage by CPU, and ultimately causing CPU to file a Motion to Compel (Exhibit E), which was granted in full. Exhibit F.

7. Mastercraft's response date for this 2026 Subpoena was February 9. In late January, CPU learned that Mastercraft's counsel was on medical leave and therefore did not take action until March 4, when CPU spoke to Mastercraft's counsel and established a new March 13 deadline. Exhibit G. Mastercraft ignored this new deadline. On March 17, CPU emailed Mastercraft's counsel (Exhibit G), who responded on March 18 that Mastercraft was "attempting to get the information" ... "doesn't have it ready to provide" ... and "[couldn't give] a date for when this will be produced." Exhibit H. On March 19, CPU requested that Mastercraft provide a proposed date and asked that Mastercraft produce any documents immediately available. Exhibit H. Mastercraft did not respond. On March 26, following an investigative deposition with one of Mastercraft's principals, CPU verbally asked Mastercraft's counsel when the documents would be produced. Neither Mastercraft nor its counsel would provide a date certain. Exhibit B, at 4-5.

8. On April 7, CPU again emailed and requested production by April 17. Exhibit H. Mastercraft's attorney responded, for the first time claimed, without context to specific requests or adequate explanation, that responding was an "insurmountable task" that would require "an exorbitant amount of time and resources." Exhibit H. CPU responded on April 9, pointing out that the explanation

did not make sense as to all of the requests and requesting any documents that could be produced by April 17. On April 17, Mastercraft's attorney emailed that his client had not provided him with any documents in response to the subpoena. Exhibit H.

9. The documents sought in the 2026 Subpoena cover the period 2023-2025, well within the statute of limitations, and are reasonable and targeted directly to legitimate investigatory information. Request #1 (customer list) is relevant to the scope of Mastercraft's conduct. Requests #2-4 (identification of consumers, communications, and documents related to Mastercraft's 1/3 damages clause) directly relate to allegations that Mastercraft illegally enforced a liquidated damages clause. Request #5 (financial statements) provides information on Mastercraft's financial gain and ability to pay civil penalties. Request #6 (marketing material) clarifies if Mastercraft made further misrepresentations and Request #7 (operating agreements) provides insight on who is responsible for Mastercraft's actions. Request #8 (Communications with BBB) relates to allegations that Mastercraft used the BBB logo in an unauthorized and misleading manner.

10. The CPU subpoena meets all the criteria for enforcement. It is issued pursuant to the Attorney General's power to investigate matters of public concern, and to compel the production of documents. It also satisfies the three-part test used to determine a subpoena's reasonableness: that it must (1) specify the materials to be produced with reasonable particularity; (2) require production only of materials

relevant to the investigation; and (3) not cover an unreasonable amount of time. 29 *Del. C.* §§ 2504(4), 2508(a); *In re Blue Hen Network*, 314 A.2d 197, 201 (Del. Super. 1973). *See also KDM* at \*4; *Cabella's* at \*3, 5-7.

11. CPU is also requesting attorneys' fees from Mastercraft based on its bad faith conduct. *See Kaung v. Cole Nat. Corp.*, 884 A.2d 500, 506 (Del. 2005). CPU has sent two subpoenas to Mastercraft, and both times, Mastercraft has refused to produce responsive documents and required CPU to seek judicial enforcement.

WHEREFORE, pursuant to 29 *Del. C.* §§2504(4) and 2508(a), CPU requests the Court grant its Motion with the attached Order directing Respondent to produce responsive documents pursuant to the Subpoena *Duces Tecum* issued to the Respondent in this matter on February 20, 2025 and award attorneys' fees to CPU due to Mastercraft's bad faith conduct.

Respectfully submitted,

*/s/ Brian Canfield*

---

Brian Canfield (#7027)

Deputy Attorney General

Delaware Department of Justice

820 N. French St, Wilmington, DE 19801

(302) 683-8809

Dated: May 5, 2026

*Attorney for State of Delaware ex rel.  
Kathleen Jennings Attorney General of  
the State of Delaware.*