

COMMONWEALTH OF PENNSYLVANIA	:	IN THE COURT OF COMMON PLEAS
ACTING BY ATTORNEY GENERAL	:	
THOMAS W. CORBETT, JR.,	:	OF MCKEAN COUNTY, PENNSYLVANIA
	:	
PLAINTIFF,	:	CIVIL DIVISION – IN EQUITY
	:	
v.	:	
	:	
CHRISTOPHER C. STRATTON,	:	No: _____
Individually and d/b/a ROOF PRO +	:	
HOME IMPROVEMENTS,	:	
	:	
DEFENDANT	:	

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally, or by attorney, and by filing, in writing, with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER IMMEDIATELY. IF YOU DO NOT HAVE A LAWYER, YOU MAY CONTACT THE OFFICES MENTIONED BELOW. THOSE OFFICES CAN PROVIDE YOU WITH INFORMATION ABOUT OBTAINING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THOSE OFFICES MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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**Northwestern Legal Services
100 Main Street
Bradford, Pennsylvania 16701
(814) 362- 6596**

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**COMPLAINT AND
PETITION FOR PERMANENT INJUNCTION**

AND NOW comes the Commonwealth of Pennsylvania, acting by Attorney General Thomas W. Corbett, Jr., through the Bureau of Consumer Protection, and brings this action pursuant to § 201-4 of the Unfair Trade Practices and Consumer Protection Law, 73 P.S. §§ 201-1 – 201-9.3 (“Consumer Protection Law”), which authorizes the Attorney General to bring an action in the name of the Commonwealth of Pennsylvania to restrain by permanent injunction unfair methods of competition or unfair or deceptive acts or practices in the conduct of any trade or commerce declared unlawful by said Consumer Protection Law. The Commonwealth also seeks, pursuant to § 2014.1 of the Consumer Protection Law, restitution of monies acquired from consumers by means of violations of said Consumer Protection Law.

Additionally, the Commonwealth seeks appropriate civil penalties pursuant to § 201-8(b) of the Consumer Protection Law for all willful violations of the Consumer Protection Law. The Commonwealth seeks to recover its costs for enforcement of the Consumer Protection Law, to be used for future public protection and education purposes. In support thereof, the Commonwealth respectfully represents the following:

PARTIES

1. The Plaintiff is the Commonwealth of Pennsylvania, acting by Attorney General Thomas W. Corbett, Jr., through the Bureau of Consumer Protection (“Commonwealth”), with office located at 1001 State Street, Suite 1009, Erie, Pennsylvania 16501 and 15th Floor, Strawberry Square, Harrisburg, Pennsylvania 17129.

2. The Defendant, Christopher C. Stratton, is an adult individual resident of the Commonwealth of Pennsylvania residing at 19 Miller Street, Bradford, McKean County, Pennsylvania 16701.

3. The Defendant does business in Pennsylvania using the unregistered fictitious name “Roof Pro + Home Improvements” (“Roof Pro +”).

4. The Defendant maintains a principal place of business located at 19 Miller Street, Bradford, McKean County, Pennsylvania 16701.

BACKGROUND

5. The Defendant is engaged in trade and commerce within the Commonwealth of Pennsylvania by contracting with Pennsylvania consumers for home improvement services including but not limited to, roof repair, installation, and maintenance and other home construction projects.

6. The Commonwealth believes that the public interest is served by seeking before this Court a permanent injunction to restrain the acts, methods, and practices set forth herein.

7. At all times relevant hereto, the unlawful acts, methods, and practices complained of herein have been willfully used by the Defendant Christopher C. Stratton (“Defendant” or “Stratton”).

8. The Commonwealth avers that, at times relevant to the instant action, Defendant contracted with Pennsylvania consumers to provide home improvement services including, but not limited to, roof repair, installation, and maintenance and other home construction projects.

9. The Commonwealth avers that, at times relevant to the instant action, Defendant entered into contracts with consumers for the provision of said home improvement services for which the contract price exceeded twenty-five (\$25) dollars following, and as a result of, contact with each involved consumer at their respective home.

10. The Commonwealth avers that, at times relevant to the instant action, Defendant agreed to provide the above-referenced services to consumers pursuant to written contracts.

11. The Commonwealth avers that, at times relevant to the instant action, all written contracts under which Defendant provided the above-referenced services to consumers failed to provide the required notice of consumers' right to rescind the contract.

12. Defendant has, despite receiving full or substantial payment from consumers, failed to complete or to begin to perform the contracted-for services as agreed in writing.

13. Pennsylvania consumers have been harmed by said violations, and will continue to suffer harm, unless such deceptive acts and practices are permanently enjoined by this Court.

COUNT I
Failure to Honor Contracts
Failure to Perform Services In a Workmanlike Manner

14. Paragraphs 1 through 13 above are incorporated as though fully set forth below.

15. Consumers who had entered into contracts with the Defendant have filed complaints with the Commonwealth alleging that Defendant, despite receiving full or substantial payment, performed contracted-for services in a shoddy or incomplete manner or failed to begin to perform the contracted-for services entirely.

16. In one instance, Defendant accepted \$3,500 from a consumer to install new shingles on her roof but failed to perform the work or refund the money after repeated requests from the consumer.

17. In another case, the Defendant received \$8,850 to perform roof repairs, install a French drain and, put new steps on a senior citizen's front porch work.

18. The Defendant failed to complete the work he was paid to perform.

19. The services the Defendant completed were unworkmanlike, in that he failed to provide temporary cover for the roof after removed the consumer's shingles, resulting in water damage, and the work performed on the porch was shoddy.

20. In another instance, the Defendant took \$1,500 from a senior citizen to install a new roof.

21. The Defendant did not begin the work as scheduled, despite repeated requests, did not perform any work.

22. Despite failing to perform this work, the Defendant has refused to return the consumer's money.

23. The written document under which Defendant contracted to provide services to Pennsylvania consumers included a representation that the work was to be "completed in a Workmanlike manner according to standard practices." A true and correct copy (redacted) of an example of said contract document, used when contracting with a Pennsylvania consumer, is attached hereto as "Exhibit A."

24. The Defendant did not perform services in a workmanlike manner according to standard practices.

25. The aforementioned methods, acts, and practices constitute unfair methods of competition and unfair or deceptive acts or practices in the conduct of trade or commerce in violation of the Consumer Protection Law, 73 P.S. §201-3, as defined by §201-2(4) as follows:

- (v) Representing that goods or services have sponsorship, approvals, characteristics, uses, benefits, or quantities that they do not have or that a person has sponsorship, approval, status, affiliation, or connection that he does not have;
- (vii) Representing that goods are of a particular standard, quality, or grade, or that goods are of a particular style or model of they are of another;
- (xiv) Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to or after a contract for the purchase of goods or services is made;
- (xvi) Making repairs, improvements or replacements on ...real...property, of a nature or quality inferior to or below the standard of that agreed to in writing;
- (xxi) Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or misunderstanding.

WHEREFORE, the Commonwealth respectfully requests that the Court find in favor of the Commonwealth and enter an Order against the Defendant as follows:

- A. Directing the Defendant to make restitution to consumers through the Bureau of Consumer Protection to be distributed to consumers entitled thereto;
- B. Directing Defendant to forfeit and pay the Commonwealth of Pennsylvania separate civil penalties in the amount of \$1,000 for each and every violation of the Consumer Protection Law and \$3,000 for each such violation involving consumers age sixty (60) or older;
- C. Directing Defendant to pay the Commonwealth of Pennsylvania's costs of investigation, including attorney's fees, incurred in pursuit of this enforcement action to be used for future public protection and education purposes;

D. Permanently enjoining the Defendant from engaging in the unlawful acts or practices alleged in this Complaint and any other acts and practices that violate the Consumer Protection Law, and enjoining Stratton from soliciting, contracting for, or performing any home improvement services through Roof Pro + Home Improvements or any other partnership, corporation or other such business entity until such time as the Defendant can demonstrate to this Court that it has paid the restitution, penalties, and the Commonwealth's costs as requested in this Prayer for Relief;

E. If necessary, appointing a Receiver under Pa. R.C.P. 1533 to determine and collect the Defendant's assets and liquidate same to satisfy this Order; and

F. Granting such other relief as the Court deems necessary or appropriate.

COUNT II
Failure to Provide Notice of Rights of Rescission

26. Paragraphs 1 through 25 are incorporated as though fully set forth below.

27. Pennsylvania's Consumer Protection Law provides that: [w]here goods or services having a sale price of twenty-five dollars (\$25) or more are sold or contracted to be sold to a buyer, as a result of, or in connection with, a contact with or call on the buyer or resident at his residence either in person or by telephone, that consumer may avoid the contract or sale by notifying, in writing, the seller within three full business days following the day on which the contract or sale was made and by returning or holding available for return to the seller, in its original condition, any merchandise received under the contract or sale. 73 P.S. §201-7(a).

28. The Defendant enters into written contracts with consumers for the provision of home improvement services at prices exceeding Twenty-five (\$25) dollars following contact with involved consumers at their homes.

29. The documents utilized in the consumer transactions failed to set forth the three (3) day notice of the consumer's right to cancel the contract. See Exhibit A.

30. The Commonwealth avers that, at all times since January 1, 2007, Stratton utilizes two (2) separate form contract documents when proposing and entering into written contracts with Pennsylvania consumers, neither of which set forth the three (3) day notice of the consumer's right to cancel the contract. A true and correct copy of each form contract is attached hereto and labeled as Exhibit B and Exhibit C respectively.

31. The Commonwealth contends that the above-referenced documents operate as the contract for each respective consumer transaction and, as such, should have included the required notice of rights of rescission pursuant to 73 P.S. §201-7.

32. The above-referenced methods, acts, and practices, namely, failing to utilize contracts, receipts, and disclosure documents that provide consumers with the required three (3) day notice of their right to cancel, constitute unfair methods of competition and unfair or deceptive acts or practices in the conduct of trade or commerce in violation of the Consumer Protection Law, 73 P.S. §201-7.

33. The Bureau avers, based upon Stratton's representations, that since January 1, 2007, Stratton has contracted with an unknown number of Pennsylvania consumers.

34. The Bureau avers that none of the contracts entered between Stratton and consumers from January 1, 2007 to the present include the notice of rights of rescission required by the Consumer Protection Law, 73 P.S. § 201-7.

WHEREFORE, the Commonwealth respectfully requests that the Court find in favor of the Commonwealth and enter an Order against the Defendant as follows:

- A. Directing the Defendant to make restitution to consumers through the Bureau of Consumer Protection to be distributed to consumers entitled thereto;
- B. Directing Defendant to forfeit and pay the Commonwealth of Pennsylvania separate civil penalties in the amount of \$1,000 for each and every violation of the Consumer Protection Law and \$3,000 for each such violation involving consumers age sixty (60) or older;
- C. Directing Defendant to pay the Commonwealth of Pennsylvania's costs of investigation, including attorney's fees, incurred in pursuit of this enforcement action to be used for future public protection and education purposes;
- D. Permanently enjoining the Defendant from engaging in the unlawful acts or practices alleged in this Complaint and any other acts and practices that violate the Consumer Protection Law, and enjoining Stratton from soliciting, contracting for, or performing any home improvement services through Roof Pro + Home Improvements or any other partnership, corporation or other such business entity until such time as the Defendant can demonstrate to this Court that it has paid the restitution, penalties, and the Commonwealth's costs as requested in this Prayer for Relief;
- E. If necessary, appointing a Receiver under Pa. R.C.P. 1533 to determine and collect the Defendant's assets and liquidate same to satisfy this Order; and
- F. Granting such other relief as the Court deems necessary or appropriate.

COUNT III
Failure to Register Fictitious Business Name(s)

35. Paragraphs 1 through 34 are incorporated as though fully set forth below.
36. Under Pennsylvania's Fictitious Names Act, a person or business must register a fictitious name, defined as "any assumed or fictitious name...other than the proper name of the person or entity using such name," with the Pennsylvania Department of State, Corporations Bureau

before it conducts business in the Commonwealth under or through that fictitious name. 54 P.S. § 303(b).

37. The Defendant failed to register the name under which he does business, namely, “Roof Pro + Home Improvements” with the Pennsylvania Department of State, Corporation Bureau.

38. The above-referenced methods, acts, and practices, namely the failure of the Defendant to register the name under which he does business with the Pennsylvania Department of State, Corporation Bureau, constitute unfair methods of competition and unfair or deceptive acts or practices in the conduct of trade or commerce in violation of the Consumer Protection Law, 73 P.S. § 201-3, as defined by § 201-2(4) as follows:

- (ii) Causing likelihood of confusion or misunderstanding as to the source, sponsorship, approval or certification of goods or services;
- (iii) Causing likelihood of confusion or of misunderstanding as to the affiliation, connection or association with, or certification by, another;
- (v) Representing that goods or services have sponsorship, approvals, characteristics, uses, benefits, or quantities that they do not have or that a person has sponsorship, approval, status, affiliation, or connection that he does not have;
- (xxi) Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or misunderstanding.

WHEREFORE, the Commonwealth respectfully requests that the Court find in favor of the Commonwealth and enter an Order against the Defendant as follows:

- A. Directing the Defendant to make restitution to consumers through the Bureau of Consumer Protection to be distributed to consumers entitled thereto;
- B. Directing Defendant to forfeit and pay the Commonwealth of Pennsylvania separate civil penalties in the amount of \$1,000 for each and every violation of the Consumer Protection Law and \$3,000 for each such violation involving consumers age sixty (60) or older;

C. Directing Defendant to pay the Commonwealth of Pennsylvania's costs of investigation, including attorney's fees, incurred in pursuit of this enforcement action to be used for future public protection and education purposes;

D. Permanently enjoining the Defendant from engaging in the unlawful acts or practices alleged in this Complaint and any other acts and practices that violate the Consumer Protection Law, and enjoining Stratton from soliciting, contracting for, or performing any home improvement services through Roof Pro + Home Improvements or any other partnership, corporation or other such business entity until such time as the Defendant can demonstrate to this Court that it has paid the restitution, penalties, and the Commonwealth's costs as requested in this Prayer for Relief;

E. If necessary, appointing a Receiver under Pa. R.C.P. 1533 to determine and collect the Defendant's assets and liquidate same to satisfy this Order; and

F. Granting such other relief as the Court deems necessary or appropriate.

RESPECTFULLY SUBMITTED

THOMAS W. CORBETT, JR.
ATTORNEY GENERAL

Dated: _____

By: _____
Leslie M. Grey
Deputy Attorney General

Commonwealth of Pennsylvania
Office of Attorney General
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Director, Bureau of Consumer Protection

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**COMPLAINT AND
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INJUNCTION AND CIVIL PENALTIES**

Filed on behalf of:

Commonwealth of Pennsylvania

Counsel for Plaintiff:

Leslie M. Grey
Deputy Attorney General
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