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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 investigative costs for enforcement of the Consumer Protection Law. In support thereof, the Commonwealth respectfully represents the following:

IDENTIFICATION OF PARTIES

1. The Plaintiff is the Commonwealth of Pennsylvania by Attorney General Thomas W. Corbett, Jr.
2. Defendant Scott Hoffman is an adult individual who, to the best of Plaintiff's information and belief, resides in Luzerne County at 192 Bowman Street, Wilkes-Barre, Pennsylvania, and who has operated a home construction repair business known as Scott Hoffman Construction from the same address.
3. The Commonwealth has reason to believe that Defendant has used practices declared unlawful by the Consumer Protection Law, (a copy of which Act is attached hereto as Exhibit "A").
4. The Commonwealth believes the public interest is served by seeking before this Honorable Court a Permanent Injunction to restrain the operations, methods, acts and practices of Defendant as hereinafter set forth, as well as seeking restitution for consumers and civil penalties for violations of the law.
5. The Commonwealth believes that the imposition of enhanced civil penalties of three thousand dollars (\$3,000) for each instance of a willful past or present violation of the Consumer

Protection Law involving consumers aged sixty (60) or older as victims and one thousand dollars (\$1,000) in other instances are appropriate under §201-8(b) of the Consumer Protection Law.

6. In the operation of his business, Defendant has accepted substantial payments for the construction and/or repair of consumers' homes.

COUNT I: FAILURE TO COMPLETE/SHODDY WORKMANSHIP

7. The Commonwealth reiterates the allegations of paragraphs (1) through (6) as if fully set forth herein.

8. In June of 2002, Charles Quick of Edwardsville, Pennsylvania, contracted with Defendant to remodel his home, including roofing and siding insulation and a porch for a price of fourteen thousand, eight hundred dollars (\$14,800).

9. Defendant was paid the first two installments, totaling nine thousand, three hundred fifty dollars (\$9,350), but stopped work after performing only about half of the contract.

10. In July of 2002, Lee Fuller of White Haven, Pennsylvania, contracted with Defendant for repairs to the siding, gutters and windows of his home for a price of one thousand, five hundred dollars (\$1,500), of which Defendant was paid one thousand, one hundred fifty dollars (\$1,150).

11. Defendant performed about half of the work but ceased working in early August and never returned to the job.

12. In July of 2003, Harry Haas of Wilkes-Barre, Pennsylvania, contracted with Defendant for roof repairs for a price of four thousand, six hundred dollars (\$4,600).

13. Defendant was paid half of that amount, two thousand, three hundred dollars (\$2,300), but performed only a minimal amount of work.

14. In March of 2003, Thomas Kormis of Nanticoke, Pennsylvania, paid Defendant the full contract price of two hundred eighty-six dollars (\$286) to replace a piece of siding.

15. Defendant performed a minimal amount of work, never providing the replacement siding.

16. In June of 2003, Michael Bacho of Kingston, Pennsylvania, contracted with Defendant to perform roofing and chimney repairs for a total price of four hundred fifty dollars (\$450).

17. The repairs were shoddily performed, resulting in leaks between the roof and the chimney.

18. In January of 2002, Stella Romanowski of Ashley, Pennsylvania, paid Defendant two thousand, nine hundred dollars (\$2,900) to replace the roof of her home.

19. The repairs were performed shoddily, resulting in leaks and damaging the ceilings of the home.

20. The Commonwealth asserts that all of the Defendant's actions as set forth above constitute violations of §201-3 of the Consumer Protection Law, as defined by the following subsections of §201-2(4):

- (v) Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation or connection that he does not have.

- (vii) Representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another;
- (xvi) Making repairs, improvements or replacements on tangible, real or personal property, of a nature or quality inferior to or below the standard of that agreed to in writing.

21. All of the actions set forth above have been performed in a willful manner, thereby subjecting Defendant to the imposition of civil penalties under §201-8 of the Consumer Protection Law.

22. The Commonwealth alleges that all of the practices described above were performed willfully and, therefore, the imposition of civil penalties of one thousand dollars (\$1,000) for each violation of the Consumer Protection Law, including enhanced civil penalties of three thousand dollars (\$3,000) for each willful violation involving consumer victims age sixty (60) or older, in addition to the other relief sought, is appropriate.

23. Based on information provided to the Commonwealth, the Commonwealth believes that two consumers, Michael Bacho and Stella Romanowski, were age sixty (60) or older at the time of their transaction with Defendant.

COUNT II: FAILURE TO PERFORM ANY WORK

24. The Commonwealth reiterates the allegations of paragraphs (1) through (23) as if more fully set forth herein.

25. In addition to the shoddy and incomplete work alleged in Count I above,

Defendant has accepted substantial down payments from consumers for projects which he never started.

26. In June of 2002, Josephine Halat of Pittston, Pennsylvania, contracted with Defendant for roofing repairs for which Defendant was paid one thousand, one hundred twenty-five dollars (\$1,125) on a two thousand, two hundred fifty dollar (\$2,250) contract.

27. Defendant never performed any work under the contract.

28. In September of 2002, Howard and Helen Baird of West Pittston, Pennsylvania, contracted with Defendant to do roofing repairs for a price of sixteen thousand dollars (\$16,000), paying one third of that amount, five thousand, three hundred thirty-five dollars (\$5,335) as a down payment.

29. Defendant never performed any work under the contract.

30. In August of 2003, John and Nancy Lanunziata of Exeter, Pennsylvania, contracted with Defendant to remodel a porch, paying two thousand dollars (\$2,000) as a down payment.

31. Defendant never performed any work under the contract.

32. In September of 2003, Ron Feifer of Forty-Fort, Pennsylvania, contracted with Defendant to remodel a garage for a price of one thousand, four hundred dollars (\$1,400), of which a seven hundred dollar (\$700) deposit was paid.

33. Defendant never performed any work under the contract.

34. In December of 2003, Doug and Maryellen Takacs of Kingston, Pennsylvania, contracted with Defendant to replace a roof, paying him eight hundred seventy-five dollars (\$875)

which was one third of the contract price for the roof.

35. Defendant never performed any work under the contract.

36. The Commonwealth asserts that all of the Defendant's actions as set forth above constitute violations of §201-3 of the Consumer Protection Law, as defined by the following subsections of §201-2(4):

- (v) Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation or connection that he does not have.
- (vii) Representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another.

37. All of the actions set forth above have been performed in a willful manner, thereby subjecting Defendant to the imposition of civil penalties under §201-8 of the Consumer Protection Law.

38. The Commonwealth alleges that all of the practices described above were performed willfully and, therefore, the imposition of civil penalties of one thousand dollars (\$1,000) for each violation of the Consumer Protection Law, including enhanced civil penalties of three thousand dollars (\$3,000) for each willful violation involving consumer victims age sixty (60) or older, in addition to the other relief sought, is appropriate.

39. Based on information provided to the Commonwealth, the Commonwealth believes that two consumers, Howard Baird and Josephine Halat, were age sixty (60) or older at the time of their transaction with Defendant.

PRAYER FOR RELIEF

WHEREFORE, the Commonwealth prays this court to grant relief as follows:

A. Directing Defendant to make consumer restitution of up to sixteen thousand, four hundred thirty-six dollars (\$16,436) through the Bureau of Consumer Protection to be distributed to those consumers referenced in Count I above;

B. Directing Defendant to make consumer restitution in the total amount of ten thousand thirty-five dollars (\$10,035) through the Bureau of Consumer Protection to be distributed to those consumers referenced in Count II above;

C. Directing Defendant to make appropriate restitution to other consumers not specifically listed herein above who may subsequently file complaints with the Bureau of Consumer Protection, provided that said losses are established at trial to the satisfaction of the court;

D. Directing Defendant to forfeit and pay to the Commonwealth separate civil penalties of one thousand dollars (\$1,000) for each instance of willful violation of the Consumer Protection Law and three thousand dollars (\$3,000) for each instance of willful past or present violation of the Consumer Protection Law involving consumers aged sixty (60) or older as victims. Based on the complaints referenced in both Counts herein, with a total of four (4) consumers identified as aged sixty (60) or older, the Commonwealth seeks civil penalties totaling up to nineteen thousand dollars (\$19,000), in addition to further penalties based on any additional complaints as referenced in paragraph (C) above;

E. Enjoining Defendant from any further violations of the Consumer Protection Law and,

further, directing the forfeiture of Defendant's right to do business a home repair/construction contractor, or in any similar capacity, in the Commonwealth until such time as he can demonstrate to this court that he has paid the restitution and penalties requested in this Prayer for Relief;

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

G. Granting the Commonwealth the costs of investigation and costs of filing this action;
and

H. Granting such further relief as this court may deem appropriate.

Respectfully Submitted:
COMMONWEALTH OF PENNSYLVANIA

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