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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 John Constance is an adult individual who, to the best of Plaintiff's information and belief, resides in Pike County at 181 Pocono Mountain Lake Estates, Bushkill, Pennsylvania, and who has operated a home construction repair business known as JCon Construction Co. from that address and from an address at P.O. Box 623, Reeders, Pennsylvania.

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 November of 2004, Ron Tourtellot of Warren, New Jersey, entered into two contracts with Defendant for the remodeling of a bathroom and the addition of a kitchen at his home in New Jersey.

9. Defendant was paid a total of thirteen thousand, four hundred dollars (\$13,400) but failed to complete either project resulting in additional costs to Mr. Tourtellot to complete the contracts in the amount of five thousand dollars (\$5,000).

10. On March 23, 2005, John Moschagiannakis of East Stroudsburg, Pennsylvania, contracted with Defendant to remodel his basement for a price of four thousand, nine hundred dollars (\$4,900).

11. Defendant was paid a down payment of two thousand, five hundred dollars (\$2,500) followed by an additional payment of one thousand, two hundred fifty dollars (\$1,250), after which no further work was performed.

12. Between January 3, 2005, and March 22, 2005, David Murphy of Cresco, Pennsylvania, entered into two contracts with the Defendant involving the installation of log siding on their home and, subsequently, for the staining of said siding.

13. The total cost of both contracts was twenty-five thousand, five hundred dollars (\$25,500), of which Defendant was paid fifteen thousand, five hundred dollars (\$15,500).

14. Defendant ceased working after performing a minimal amount of work, of which much of the work was performed in a shoddy manner, including incorrect trim, improperly installed soffits and unevenly installed siding.

15. On July 24, 2004, Carol and Stanley Novak of East Stroudsburg, Pennsylvania, contracted with Defendant to build an addition on their home for a price of one hundred ninety-seven thousand dollars (\$197,000), of which Defendant has been paid one hundred forty-seven thousand dollars (\$147,000).

16. Defendant failed to complete the framing of the addition and performed shoddy masonry work, exposing portions of the home to rain, which further damaged the structure.

17. Robert and Clarice Lyon of Mt. Bethel, Pennsylvania, contracted with Defendant in December of 2004 for the installation of house and porch windows and a French door on their home for a total price of fourteen thousand, nine hundred fifty dollars (\$14,950), of which Defendant was paid eleven thousand fifty dollars (\$11,050).

18. The window installation was not properly completed, which will require several windows to be reinstalled, and the French door was damaged during the installation process, as was a portion of the exterior siding of the Lyons' home.

19. On December 11, 2004, Stephen Paul of Bethlehem, Pennsylvania, contracted with Defendant to remodel the exterior of his home, paying nine thousand, five hundred dollars (\$9,500) toward a nineteen thousand dollar (\$19,000) contract price.

20. Defendant performed only a small amount of work on a foundation wall, most of which has crumbled, requiring Mr. Paul to pay an additional five thousand, six hundred dollars (\$5,600) to a third party contractor to replace the damaged sections, with the remainder of the original work either abandoned or performed by Mr. Paul himself in light of his monetary losses.

21. On July 7, 2005, David and Sandra Pabon entered into two contracts with Defendant for the construction of a retaining wall and a walkway, and for excavation and seeding, for a total price of seven thousand, four hundred dollars (\$7,400).

22. Defendant was paid a total deposit of three thousand, seven hundred dollars (\$3,700).

23. Defendant performed only a small portion of the work, primarily on the retaining wall, before demanding an additional payment of one thousand, four hundred dollars (\$1,400) which was paid on August 13, 2005.

24. After receiving that payment, Defendant failed to perform any further work.

25. 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.

26. 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.

27. 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.

28. Based on information provided to the Commonwealth, the Commonwealth believes that one consumer, Stanley Novak, was age sixty (60) or older at the time of his transaction with Defendant.

COUNT II: FAILURE TO PERFORM ANY WORK

29. The Commonwealth reiterates the allegations of paragraphs (1) through (28) as if more fully set forth herein.

30. 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.

31. In January of 2005, John Lawlor of New York, City gave Defendant a deposit of three thousand, five hundred dollars (\$3,500) for the installation of doors at his part time residence in Gouldsboro, Pennsylvania.

32. After delaying starting the project for nearly four months, Defendant advised Mr. Lawlor that he could not obtain the type of doors agreed upon and offered to make a refund.

33. Defendant has failed to make the promised refund.

34. On July 1, 2005, Jigar Shah of Allentown, Pennsylvania, contracted with the Defendant for the construction of an addition to his home, paying ten thousand dollars (\$10,000) towards a total contract price of forty-five thousand dollars (\$45,000).

35. Other than taking some basic measurements a few weeks later, Defendant performed no work and has failed to return any money to Mr. Shah.

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.

PRAYER FOR RELIEF

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

A. Directing Defendant to make consumer restitution of up to two hundred five thousand, three hundred dollars (\$205,300) 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 thirteen thousand, five hundred dollars (\$13,500) 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 one consumer identified as aged sixty (60) or older, the Commonwealth seeks civil penalties totaling up to eleven thousand dollars (\$11,000), 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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