

IN THE COURT OF COMMON PLEAS OF
NORTHAMPTON COUNTY, PENNSYLVANIA

CIVIL ACTION

COMMONWEALTH OF PENNSYLVANIA	:	
ACTING BY ATTORNEY GENERAL	:	NO.
THOMAS W. CORBETT, JR.	:	
	:	
Plaintiff	:	
	:	
v.	:	
	:	
JASON SNYDER, Individually, and	:	
JAMIE SNYDER, Individually, and	:	
d/b/a SNYDER BROS. CONSTRUCTION, and	:	
JCS CONCRETE	:	
	:	
Defendants	:	

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 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 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 NOTICE TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE(S) SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE 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.

LAWYER REFERRAL SERVICE
NORTHAMPTON COUNTY BAR ASSOCIATION
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Attorney for Plaintiff

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COMMONWEALTH OF PENNSYLVANIA	:	
ACTING BY ATTORNEY GENERAL	:	NO.
THOMAS W. CORBETT, JR.	:	
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Plaintiff	:	
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v.	:	
	:	
JASON SNYDER, Individually, and	:	
JAMIE SNYDER, Individually, and	:	
d/b/a SNYDER BROS. CONSTRUCTION, and	:	
JCS CONCRETE	:	
	:	
Defendants	:	

COMPLAINT

AND NOW, comes the Commonwealth of Pennsylvania acting by Attorney General Thomas W. Corbett, Jr., through the Bureau of Consumer Protection (“Commonwealth,” or “Plaintiff”), and brings this action pursuant to the Unfair Trade Practices and Consumer Protection Law, Act of December 17, 1968, P.L. 1224, as amended and re-enacted by the Act of November 24, 1976, P.L. 1166, No. 260, the Act of December 3, 1996, 73 P.S. § 201-1, et seq. (hereinafter referred to as the “Consumer Protection Law”). The Consumer Protection Law authorizes the Attorney General to bring an action in the name of the Commonwealth of Pennsylvania, to restrain by temporary and/or permanent injunction, unfair methods of competition or unfair or deceptive acts or practices in the conduct of any trade or commerce declared unlawful by § 201-3 of the Consumer Protection Law. In support of this action the Commonwealth respectfully represents the following:

THE PARTIES

1. Plaintiff is the Commonwealth of Pennsylvania, acting by Attorney General Thomas W. Corbett, Jr, through the Bureau of Consumer Protection, Lehigh Valley Regional Office, 801 Hamilton Street, 4th. Floor, Allentown, Lehigh County, Pennsylvania, 18101.

2. Defendant, Jason Snyder, is an adult individual who resides at 1424 Newport Avenue, Northampton, Pennsylvania, 18067.

3. Defendant, Jamie Snyder, is an adult individual who resides at 1424 Newport Avenue, Northampton, PA, 18067.

4. Unless otherwise specified, whenever reference is made in this Complaint to any act of either Defendant, or any agent of either Defendant, such allegations shall be deemed to mean the act of the Defendants Jason Snyder and Jamie Snyder, acting individually, jointly or severally, or in concert with one another.

5. Defendants, Jason Snyder and Jamie Snyder (“Defendants”), participated in trade and commerce within the Commonwealth of Pennsylvania by engaging in the home improvement business.

6. Defendants, Jason Snyder and Jamie Snyder, first operated under the name of Snyder Bros. Construction, located at 1424 Newport Avenue, Northampton, Pennsylvania, 18067.

BACKGROUND

7. The Commonwealth received a number of complaints about this business in response to which it issued and served a subpoena for records. The Defendants never responded to that subpoena. Sometime thereafter, the Defendants are believed to operate the same kind of business, this time under the name of JCS Concrete.

8. In 2005, the Commonwealth began to receive complaints about this business which led to the issuance and service of another subpoena. Again the Defendants failed to respond to this subpoena.

9. Further, Defendants have failed to respond to complaints submitted to them by the Commonwealth in the course of mediation.

10. The Commonwealth believes and therefore avers that there may be additional consumers that have not filed complaints with the Bureau of Consumer Protection and have been harmed due to the methods, acts and practices of the Defendants which includes but are not limited to those as alleged herein.

11. The Defendants have failed to register their fictitious names “Snyder Bros. Construction” and “JCS Concrete.”

12. The Commonwealth has reason to believe that the Defendants have used, are using, or are about to use methods, acts or practices declared unlawful by the Consumer Protection Law.

13. The Commonwealth has reason to believe that the Defendants are in violation of Section 201-7 of the Consumer Protection Law.

14. The Commonwealth believes that the public interest is served by seeking before this Court a permanent injunction to restrain the methods, acts and practices hereinafter set forth, and to require restitution for the affected consumers who entered into home improvement contracts with Defendants, paid money to Defendants for materials and labor, and never received services and/or materials contracted for with Defendants.

15. At all times material hereto, the unlawful methods, acts or practices complained of have been willfully used and committed by the Defendants, Jason Snyder and Jamie Snyder.

16. Among the consumers victimized by the Defendants are citizens over the age of sixty (60).

DEFENDANTS’ BUSINESS PRACTICES

17. In connection with their business, the Defendants have used a form agreement for Snyder Bros. Construction, a copy of which is attached hereto in redacted form as Exhibit “A.”

18. The Defendants have also used a form contract for JCS Concrete, a copy of which is attached hereto in redacted form as Exhibit “B.”

19. Among other things, these agreements provide that, “All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner...”

20. Defendants have advertised their business through the Yellow Pages, a copy of which is attached hereto as Exhibit “C.” This advertisement states “fully insured,” features an insignia from the Better Business Bureau, and proclaims “Our Reputation is Rock Solid in the Lehigh Valley.”

21. Contrary to Defendants’ representations, the Commonwealth avers on information and belief that the Defendants’ businesses are not insured and are not members of the Better Business Bureau and, in fact, have an unsatisfactory record with the Better Business Bureau.

22. The Defendants, at one point in time, also maintained a website at www.snydersconcrete.com a portion of which is attached hereto as Exhibit “D,” which similarly proclaims “Our Reputation is Rock Solid in the Lehigh Valley.”

23. Contrary to these representations, the Commonwealth has received a litany of complaints ranging from incomplete and improper work performed by the Defendants to the extreme cases in which money was accepted by the Defendants and no work was performed.

COUNT I

FAILURE TO COMPLETE WORK AS PROMISED

24. Plaintiff incorporates Paragraphs 1-23 as though the same were more fully set forth herein.

25. The Defendants have entered into agreements with consumers at their residences and elsewhere for a variety of work and home improvement and related goods and services.

26. Plaintiff is advised, believes, and therefore avers that Defendants represented that they could provide skilled and competent home improvement contracting and other work.

27. Plaintiff is advised, believes, and therefore avers that Defendants did not fully perform the services contracted for with consumers or performed the services in a shoddy or unworkmanlike manner.

28. Plaintiff is advised, believes, and therefore avers that Defendants have failed to satisfactorily complete their contractual obligations.

29. Plaintiff is advised, believes, and therefore avers the Defendants, despite being contracted by consumers requesting that the jobs contracted for be satisfactorily completed or their money returned, have ignored the consumers' requests or failed to satisfactorily address the complaints.

30. Plaintiff is advised, believes, and therefore avers that the Defendants have failed to begin work and complete work as agreed to in a timely manner on contracts entered into with consumers after taking substantial payments from the consumers.

31. By way of example of the practices the Commonwealth avers the following:

J.D. FRAZEE

a. On March 24, 2005 the Defendants d/b/a Snyder Bros. Construction entered into a contract with J.D. Frazee at his residence, 2510 West Tilghman Street, Allentown, PA 18104-4913 to repair concrete steps.

b. Mr. Frazee paid the Defendants one hundred fifty dollars (\$150.00) to cover the cost of the job.

c. The Defendants stated they would return the next day to complete the work. However, the Defendants never showed the next day. Despite numerous attempts to contact the Defendants, they have not returned to finish the work.

d. See attached photos as Exhibit "E."

ROBERT GILFORD

a. On December 3, 2004 the Defendants d/b/a Snyder Bros. Construction entered into a contract with Robert Gilford at his residence,

1040-1042 North 19th Street, Allentown, PA 18104 to replace a concrete walkway.

b. Gilford paid the Defendants five hundred fifty dollars (\$550.00) as an initial deposit.

c. After much delay, the tentative start date for the work was April 1, 2005. The Defendants never showed on that particular day and, to date, have not contacted Mr. Gilford to start/ complete the job.

ROBERT LEWIS

a. On November 2, 2004 the Defendants d/b/a Snyder Bros. Construction entered into a contract with Robert Lewis at his residence, 532 W. Allen Street, Allentown, PA 18101 to install a new driveway.

b. On that day, Mr. Lewis paid the Defendants two thousand six hundred dollars (\$2,600.00) as an initial deposit. The work was to begin the week of November 8, 2004.

c. The Defendants never appeared on the contracted date to begin the work. Around the end of November the Defendants began work by pulling up the concrete steps in the yard. After an hour of work, the Defendants left the property and have not returned since.

JOSEPH HOLLER

b. On September 9, 2004 the Defendants d/b/a Snyder Bros. Construction entered into a contract with Joseph Holler at his residence, 901 South 10th Street, Allentown, PA 18106 to install a concrete sidewalk and steps.

c. Mr. Holler paid the Defendants six hundred dollars (\$600.00) to do the work. As per the instructions of the Defendants, the check was made out to Linda Snyder, said to be the wife/ accountant of Defendant, Jason Snyder. The work was never started.

d. On February 24, 2005 Mr. Holler filed a civil action. Judgment was ruled in favor of Mr. Holler, due to the Defendants' failure to appear.

RICHARD RICCIO

a. On September 1, 2004 the Defendants d/b/a Snyder Bros. Construction entered into a contract with Richard Riccio at his residence, 5399 Covenant Court, Allentown, PA 18106 to install two concrete walkways and a patio.

b. On September 1, 2004 Mr. Riccio paid the Defendants one thousand dollars (\$1,000.00) as an initial deposit. After several weeks went by, the Defendants finally began pouring the concrete. While in the process, the Defendants were short on cement and demanded that Mr. Riccio pay two hundred dollars (\$200.00) for additional cement.

c. After the work was completed, Mr. Riccio was told to pay the remaining one thousand one hundred and seventy five dollars (\$1,175.00) to Linda Snyder, the Defendant, Jason's wife.

d. The morning after the work was completed, Mr. Riccio observed a very aesthetically displeasing final product, including, but not limited to, the patio edges crumbling off. The Riccios were very displeased with the work.

e. The consumer filed a civil action against the Defendant, and the ruling was in their favor due to the Defendants' failure to appear.

CAROL VASCO

a. On May 17, 2004 the Defendants d/b/a Snyder Bros. Construction entered into a contract with Carol Vasco at her residence, 1424 Newport Avenue, Northampton, PA, 18067 to replace her garage roof.

b. Vasco paid the Defendants two thousand seven hundred fifty dollars (\$2,750.00) for work to be performed including a check for one hundred dollars (\$100.00) made payable to Linda Snyder identified to Vasco as Jason Snyder's mother. Defendants did not complete the work as promised.

c. Among other things, the Defendants removed some of the shingles on the garage roof leaving behind debris at the work site.

d. After the consumer filed a civil action, Defendant Jason Snyder telephoned her to drop the suit and threatened to hurt her and burn down her house.

e. See photos attached hereto as Exhibit "F."

ELSIE DECKER

a. On August 21, 2002 Defendants, d/b/a Snyder Bros. Construction, entered into a contract with Elsie Decker, a senior citizen, of 15 Magna Drive, Coplay, Pennsylvania, 18037 for the replacement of Ms. Decker's garage roof.

- b. On August 23, 2002 Elsie Decker paid Defendant, Jason Snyder, the full contract price in the amount of seven hundred twenty five dollars (\$725.00) for a new roof. The contract included a ten year guarantee which would fix or replace the work performed at no cost to Ms. Decker.
- c. On October 11, 2002 Ms. Decker contacted the Defendants' place of business and spoke with Defendant, Jamie Snyder, about water leaking through the roof onto her kitchen ceiling.
- d. Defendant, Jamie Snyder, was to report Ms. Decker's problem to his brother, Defendant, Jason Snyder.
- e. Defendant, Jamie Snyder, made repairs to Ms. Decker's roof and charged her one hundred dollars (\$100.00).
- f. On October 16, 2002 Ms. Decker paid Defendant, Jamie Snyder the cost of one hundred dollars (\$100.00) for repairs made to the roof performed by the Defendants.

LARRY SURANOFSKY

- a. On August 19, 2002 the Defendants, d/b/a Snyder Bros. Construction, entered into a contract with Larry Suranofsky, 45 North Seventh Street, Coplay, Pennsylvania, 18037 to break up and haul away an old patio and to pour cement for a new patio.
- b. On August 19, 2002 Mr. Suranofsky paid Defendant, Jason Snyder, a down payment of one thousand eight hundred dollars (\$1,800.00) for the work to be performed.
- c. Defendants have failed to complete the work on Mr. Suranofsky's contract or return Mr. Suranofsky's money despite the numerous attempts by Mr. Suranofsky to contact the Defendants by telephone.

RALPH/EVELYN SULLIVAN

- a. On May 31, 2002 Defendants, Jason Snyder and Jamie Snyder d/b/a Snyder Bros. Construction, entered into a contract with Ralph and Linda Sullivan at their residence, 5 Saddle Lane, Easton, Pennsylvania, 18045 to install a concrete and brick patio.
- b. On May 31, 2002 Mrs. Sullivan paid the Defendant, Jason Snyder, a deposit of two thousand two hundred fifty dollars (\$2,250.00). The work was to begin on June 3, 2002.
- c. After repeated delays, Mr. and Mrs. Sullivan requested refund of their deposit money. On June 10, 2002 Mr. and Mrs. Sullivan received a

partial refund in the amount of seven hundred fifty dollars (\$750.00). There is an amount of one thousand five hundred dollars (\$1,500.00) still owed by Defendants.

ETHEL ROSS

a. On May 13, 2002 the Defendants d/b/a Snyder Bros. Construction entered into a contract with Ethel Ross at her residence, 35 Derby Road, Northampton, PA 18067 to install a new roof on her home and new aluminum siding on her shed with a warranty.

b. Mrs. Ross paid the Defendants' four thousand five hundred dollars (\$4,500.00) for the completed work.

c. Within six (6) months the roof began leaking and a few shingles blew off the roof. The Defendants were called to repair the work; however, they stated the warranty had expired.

d. The Defendants stated they would fix it for one hundred fifty dollars (\$150.00). Mrs. Ross paid the money. The Defendants left the property and promised to return to restore the roof. They never returned.

e. The Defendants alleged many excuses as to why the work was not being completed. Mrs. Ross was forced to hire another contractor to complete the job.

f. To date, the Defendants have made no attempts to respond to Mrs. Ross' concerns.

32. By conducting the aforesaid business practices, Defendants have engaged in unfair methods of competition and/or deceptive acts or practices as defined by the Section 201-2 (4) of the Consumer Protection Law, including without limitation:

(a) Causing a likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services in violation of 73 P.S. 201-2 (4)(ii);

(b) 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 connections that he does not have in violation of 73 P.S. 201-2 (4)(v);

(c) 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 in violation of 73 P.S. 201-2 (4)(vii);

- (d) Advertising goods or services with intent not to sell them as advertised in violation of 73 P.S. 201-2 (4)(ix);
- (e) Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to, or after a contract for purchase of goods or services is made in violation of 73 P.S. 201-1 (4)(xiv);
- (f) 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 in violation of 73 P.S. 201-2 (4)(xvi); and
- (g) Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding in violation of 73 P.S. 201-2 (4)(xxi).

33. Said conduct on the part of Defendants is illegal and in violation of Section 201-3 of the Consumer Protection Law.

34. Citizens of the Commonwealth are suffering and will continue to suffer irreparable harm unless the acts and practices complained of are enjoined.

PRAYER FOR RELIEF

WHEREFORE, the Commonwealth respectfully requests this Honorable Court to enter an Order:

- A. Permanently enjoining the Defendants, their agents, successors, assigns and employees acting directly or through any corporate device, from engaging in the acts and practices alleged in this Complaint and any other acts and practices which violate the Consumer Protection Law;
- B. Directing the Defendants to make full restitution to all consumers who have suffered losses as a result of the acts and practices alleged in this Complaint and any other acts or practices which violate the Consumer Protection Law;
- C. Directing the Defendants, pursuant to Section 201-8(b) of the Consumer Protection Law, to pay civil penalties in the amount of One Thousand Dollars (\$1,000.00) for each and every violation

of the Consumer Protection Law, which will increase to Three Thousand Dollars (\$3,000.00) for each violation involving a victim age 60 or older;

D. Directing the Defendants to disgorge and forfeit all profits they have derived as a result of their unfair and deceptive acts and practices as set forth in this Complaint;

E. Directing the Defendants to pay the Commonwealth for the costs of its investigation and prosecution of this action;

F. Appointing a receiver to sue for, collect, receive, and take into his possession all the goods and chattels, rights and credits, monies and effects, lands and tenements, books, records, documents, papers, choses in action, bills, notes, and property of every description of the Defendants, pursuant to Section 201-9.1 of the Consumer Protection Law;

G. Directing the Defendants to forfeit their right or franchise to engage in the home improvement contracting business within the Commonwealth of Pennsylvania until such time as all monies have been paid for restitution, costs and civil penalties;

H. Providing any other such relief as the Court may deem necessary and appropriate.

COUNT II

FAILURE TO PROVIDE PROPER NOTICE OF RIGHT TO CANCEL

35. Plaintiff incorporates Paragraphs 1-34 as though the same were more fully set forth herein.

36. The contracts with the consumers mentioned above were signed or orally agreed upon in the consumers' homes or were due to a call or contact at the home.

37. Defendants sell or contract to sell home improvement services and goods, having a sales price of twenty five dollars (\$25.00) or more to buyers, as a result of or in connection with a contact with or a call on the buyer at his residence.

38. Defendants fail to inform consumers at the time they signed the contract of their right to cancel as required by Section of 201-7 (d).

39. Defendants do not provide consumers with a completed “Notice of Cancellation” form in duplicate as required by Section 201-7 (b)(2).

40. Defendants’ contracts do not include a statement of the consumer’s right to cancel as required by section 201-7 (b)(1).

41. By conducting the aforesaid business practices, Defendants have engaged in unfair methods of competition and/or deceptive acts or practices as defined by the Section 201-2 (4) of the Consumer Protection Law, including without limitation:

(a) Causing a likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services in violation of 73 P.S. 201-2 (4)(ii);

(b) 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 connections that he does not have in violation of 73 P.S. 201-2 (4)(v);

(c) 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 in violation of 73 P.S. 201-2 (4)(vii);

(d) Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding in violation of 73 P.S. 201-2 (4)(xxi).

42. Said conduct on the part of Defendants is illegal and in violation of Section 201-3 of the Consumer Protection Law.

43. Citizens of the Commonwealth are suffering and will continue to suffer irreparable harm unless the acts and practices complained of are enjoined.

PRAYER FOR RELIEF

WHEREFORE, the Commonwealth respectfully requests this Honorable Court to enter an Order:

- A. Permanently enjoining the Defendants, their agents, successors, assigns and employees acting directly or through any corporate device, from engaging in the acts and practices alleged in this Complaint and any other acts and practices which violate the Consumer Protection Law;
- B. Directing the Defendants to make full restitution to all consumers who have suffered losses as a result of the acts and practices alleged in this Complaint and any other acts or practices which violate the Consumer Protection Law;
- C. Directing the Defendants, pursuant to Section 201-8(b) of the Consumer Protection Law, to pay civil penalties in the amount of One Thousand Dollars (\$1,000.00) for each and every violation of the Consumer Protection Law, which will increase to Three Thousand Dollars (\$3,000.00) for each violation involving a victim age 60 or older;
- D. Directing the Defendants to disgorge and forfeit all profits they have derived as a result of their unfair and deceptive acts and practices as set forth in this Complaint;
- E. Directing the Defendants to pay the Commonwealth for the costs of its investigation and prosecution of this action;
- F. Appointing a receiver to sue for, collect, receive, and take into his possession all the goods and chattels, rights and credits, monies and effects, lands and tenements, books, records, documents, papers, choses in action, bills, notes, and property of every description of the Defendants, pursuant to Section 201-9.1 of the Consumer Protection Law;
- G. Directing the Defendants to forfeit their right or franchise to engage in the home improvement contracting business within the Commonwealth of Pennsylvania until such time as all monies have been paid for restitution, costs and civil penalties;
- H. Providing any other such relief as the Court may deem necessary and appropriate.

COUNT III

ILLEGAL FICTITIOUS NAME

44. Plaintiff incorporates Paragraphs 1-43 as though the same were more fully set forth herein.

45. Defendants, Jason Snyder and Jamie Snyder have failed to register the fictitious names, “Snyder Bros. Construction” and “JCS Concrete” with the Department of State.

46. Said conduct on the part of the Defendants is in violation of the Fictitious Names Act, 1982, Dec. 16, P.L. 1309, No. 295 § 2, 54 P.S. § 303 (b)(1) wherein states:

“Except as provided in paragraph (2), any entity which either alone or in combination with any other entity conducts any business in this Commonwealth under or through any fictitious name shall register the fictitious name under this chapter and shall amend such registration whenever necessary to maintain the accuracy of the information disclosed thereby.”

47. By conducting the aforesaid business practices, the Defendants have engaged in unfair methods of competition and unfair and/or deceptive acts or business practices as defined by Section 201-2 (4) of the Consumer Protection law, including without limitation:

(a) Causing a likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services in violation of 73 P.S. 201-2 (4)(ii);

(b) 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 connections that he does not have in violation of 73 P.S. 201-2 (4)(v);

(c) 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 in violation of 73 P.S. 201-2 (4)(vii);

(d) Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding in violation of 73 P.S. 201-2 (4)(xxi).

48. Said conduct on the part of Defendants, Jason Snyder and Jamie Snyder d/b/a Snyder Bros. Construction and d/b/a JCS Concrete, is illegal and in violation of Section 201-3 of the Consumer Protection Law, supra.

49. Citizens of the Commonwealth are suffering and will continue to suffer irreparable harm unless the acts and practices complained of are enjoined.

PRAYER FOR RELIEF

WHEREFORE, the Commonwealth respectfully requests this Honorable Court to enter an Order:

- A. Permanently enjoining the Defendants, their agents, successors, assigns and employees acting directly or through any corporate device, from engaging in the acts and practices alleged in this Complaint and any other acts and practices which violate the Fictitious Names Act;
- B. Directing the Defendants to make full restitution to all consumers who have suffered losses as a result of the acts and practices alleged in this Complaint and any other acts or practices which violate the Consumer Protection Law;
- C. Directing the Defendants, pursuant to Section 201-8(b) of the Consumer Protection Law, to pay civil penalties in the amount of One Thousand Dollars (\$1,000.00) for each and every violation of the Consumer Protection Law, which will increase to Three Thousand Dollars (\$3,000.00) for each violation involving a victim age 60 or older;
- D. Directing the Defendants to disgorge and forfeit all profits they have derived as a result of their unfair and deceptive acts and practices as set forth in this Complaint;
- E. Directing the Defendants to pay the Commonwealth for the costs of its investigation and prosecution of this action;
- F. Appointing a receiver to sue for, collect, receive, and take into his possession all the goods and chattels, rights and credits, monies and effects, lands and tenements, books, records,

documents, papers, chooses in action, bills, noted, and property of every description of the Defendants, pursuant to Section 201-9.1 of the Consumer Protection Law;

G. Directing the Defendants to comply with the Fictitious Names Act, 54, P.S. § 301 et seq.;

H. Directing the Defendants to forfeit their right or franchise to engage in the home improvement contracting business within the Commonwealth of Pennsylvania until such time as all monies have been paid for restitution, costs and civil penalties;

I. Providing any other such relief as the Court may deem necessary and appropriate.

Respectfully Submitted,

COMMONWEALTH OF PENNSYLVANIA

THOMAS W CORBETT, JR.
Attorney General

FRANK T. DONAGHUE
Chief Deputy Attorney General
Director, Bureau of Consumer Protection

By: _____

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COUNTY OF LEHIGH)
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) SS:
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COMMONWEALTH OF PENNSYLVANIA)
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VERIFICATION

I, Sarah Furedi, being duly sworn according to law, hereby state that I am an Agent for the Office of Attorney General, Bureau of Consumer Protection, Commonwealth of Pennsylvania and that I am authorized to make this Verification and that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief.

Sarah Furedi
Consumer Protection Agent