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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 Vulcan Construction, Inc. is, to the best of the Commonwealth's information and belief, a New York corporation, which is registered with the Pennsylvania Department of State with an address of 724 Blue Mountain Lake, East Stroudsburg, Pennsylvania.

3. Defendant Nicholas Revella is an adult individual who, to the best of Plaintiff's information and belief, resides in Monroe County at 451 Blue Mountain Crossing, East Stroudsburg, Pennsylvania, and who operates a home construction repair business known as Vulcan Construction, Inc.

4. At all times relevant to this action, Defendant Nicholas Revella personally participated in the fraudulent and deceptive practices alleged herein below.

5. The Commonwealth has reason to believe that Defendants have used practices declared unlawful by the Consumer Protection Law, (a copy of which Act is attached hereto as Exhibit "A").

6. 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.

7. 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.

8. In the operation of their business, Defendants have accepted substantial payments for the construction and/or repair of consumers' homes.

9. To date, the Commonwealth has received and investigated five (5) consumer complaints involving instances where Defendants were paid for construction work which was performed in a shoddy manner, as set forth in paragraphs (10) through (22) below.

10. In June of 2004, Jerry and Teri Robinson of Swiftwater, Pennsylvania, paid Defendants a two thousand dollar (\$2,000) deposit for driveway paving.

11. By the time of the project's completion, the Robinsons paid Defendants a total of six thousand, five hundred dollars (\$6,500).

12. Within a few weeks, the surface of the driveway had eroded after normal rainfalls.

13. Defendants failed to return to address this problem, despite numerous calls from the Robinsons.

14. In May of 2004, Donna Apicelli of Bushkill, Pennsylvania, contracted with Defendants

for the blacktopping of her driveway, along with the installation of fencing, a carport, and a separate blacktopped area for her pet, for the sum of seven thousand, seven hundred dollars (\$7,700).

15. Defendants were paid in full for the above work but never constructed the carport, never blacktopped the driveway, and only partially completed the remainder of the project.

16. Despite numerous calls from Ms. Apicelli, Defendants never returned to finish the work.

17. On or about August 11, 2004, James and Dee Callander of East Stroudsburg, Pennsylvania, contracted with the Defendants for the installation of a twelve foot by twelve foot patio and landscaping on their property, at a total price of seven thousand, two hundred dollars (\$7,200).

18. The patio built by Defendants was significantly smaller, measuring nine by nine feet.

19. Defendants failed to return to address this discrepancy, despite numerous calls from the consumers.

20. On or about June 19, 2004, Carlo Lomuscio paid Defendants seven hundred fifty dollars (\$750) for the excavation of his property, which work was never performed, despite numerous requests by Mr. Lomuscio.

21. On or about July 14, 2004, Michale Laiosa of East Stroudsburg, Pennsylvania, contracted with Defendants to perform excavating and blacktopping work, along with the construction of a walkway and retaining wall, for a total price of eighteen thousand dollars (\$18,000).

22. Defendants failed to complete all the work, performing only some excavating work

and clearing of trees but never addressing the majority of the work contracted for.

23. The Commonwealth asserts that all of the Defendants' 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.

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

25. 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.

26. Based on information provided to the Commonwealth, the Commonwealth believes

that one consumer, Jerry Robinson, was ago sixty (60) or older at the time of his transaction with Defendants.

PRAYER FOR RELIEF

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

A. Directing Defendants to make consumer restitution in the total amount of forty thousand, one hundred fifty dollars (\$40,150) through the Bureau of Consumer Protection to be distributed to those consumers referenced above who are also listed in Exhibit “B” hereto;

B. Directing Defendants, jointly and severally, 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;

C. Directing Defendants 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 herein, with one consumer identified as aged sixty (60) or older, the Commonwealth seeks civil penalties totaling up to seven thousand dollars (\$7,000), in addition to further penalties based on any additional complaints as referenced in paragraph (C) above;

D. Enjoining Defendants from any further violations of the Consumer Protection Law and, further, directing the forfeiture of Defendants' right to do business as contractors, or in any similar capacity, in the Commonwealth until such time as they can demonstrate to this court that they have paid the restitution and penalties requested in this Prayer for Relief;

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

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

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

Respectfully Submitted:  
COMMONWEALTH OF PENNSYLVANIA

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CHIEF DEPUTY ATTORNEY GENERAL

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EXHIBIT "B"

1.	Jerry & Teri Robinson	\$ 6,500
2.	Donna Apicelli	\$ 7,700
3.	James & Dee Callander	\$ 7,200
4.	Carlo Lomuscio	\$ 750
5.	Michael Laiosa	\$18,000
		_____
	TOTAL	\$40,150