

IN THE COURT OF COMMON PLEAS OF ERIE COUNTY PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA,
ACTING BY ATTORNEY GENERAL
JOSH SHAPIRO,

Plaintiff,

v.

Timmy L. Jeffery, individually and
d/b/a Roadway Blacktop

Defendant.

CIVIL DIVISION

10280-19

COMMON PLEAS COURT
ERIE, PA
2019 JAN 29 AM 10:26
CLERK OF RECORDS
PROTHONOTARY

Filed on Behalf of Plaintiff:

COMMONWEALTH OF
PENNSYLVANIA, OFFICE OF
ATTORNEY GENERAL

Counsel of Record for this Party:

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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 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 AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO, OR TELEPHONE THE OFFICE 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

T. [Signature]
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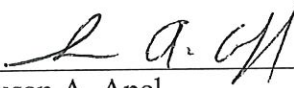
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Respectfully submitted,

COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

JOSH SHAPIRO
ATTORNEY GENERAL

Date: 7/23/19

By: 
Susan A. Apel
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COMPLAINT

AND NOW, comes the Commonwealth of Pennsylvania, by Attorney General Josh Shapiro, through the Bureau of Consumer Protection (“Commonwealth” or “Plaintiff”), and brings this action pursuant to the *Unfair Trade Practices and Consumer Protection Law*, 73 P.S. § 201-1, *et seq.* (“*Consumer Protection Law*”), which 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*.

The Commonwealth has reason to believe that Timmy L. Jeffery, individually and doing business as Roadway Blacktop (“Defendant”), is using, has used or is about to use methods, acts or practices declared unlawful by § 201-3 of the *Consumer Protection Law* and that citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices complained of are enjoined. The Commonwealth believes that the public interest is served by

seeking before this Honorable Court a permanent injunction to restrain the methods, acts and practices of Defendant as hereinafter set forth. Further, the Commonwealth requests civil penalties, restitution, costs and other appropriate equitable relief as redress for violations of the *Consumer Protection Law*.

This action is also brought with respect to violations of the *Home Improvement Consumer Protection Act*, 73 P.S. § 517.1 *et seq.* (“HICPA”).

In support of this action the Commonwealth respectfully represents the following:

JURISDICTION

1. This Court has original jurisdiction over this action pursuant to Section 931 of the Judicial Code, 42 Pa.C.S.A. § 931(a).

VENUE

2. Venue lies with this Court pursuant to Pa.R.C.P. 1006(a)(1).

THE PARTIES

3. The Plaintiff is the Commonwealth of Pennsylvania, by Attorney General Josh Shapiro, through the Bureau of Consumer Protection, with offices located at 1251 Waterfront Place, Mezzanine Level, Pittsburgh, Pennsylvania 15222 and at 15th Floor, Strawberry Square, Harrisburg, Pennsylvania 17120.

4. Defendant Timmy L. Jeffery is an adult individual with a last known address of 2000 West Rachael Drive, Mobile, AL 36695.

5. “Roadway Blacktop” is a fictitious name registered on or about August 20, 2015 by Timmy L. Jeffery with the Pennsylvania Department of State, Bureau of Corporations and Charitable Organizations (“Department of State”). The registered address for Roadway Blacktop

with the Pennsylvania Department of State is 645 E. Pittsburgh Street, Suite 308, Greensburg, PA 15601, which is a UPS Store location.

FACTS

6. From at least 2015 through October of 2017, Defendant advertised -- and entered into contracts with Pennsylvania consumers for -- the provision of driveway asphalt paving services.

7. Defendant's business is conducted under the fictitious name "Roadway Blacktop."

8. The Commonwealth has received consumer complaints against Defendant indicating that Defendant has engaged in unfair or deceptive acts and practices in connection with driveway paving, in violation of the *Consumer Protection Law* and HICPA, as described more fully herein.

9. Among the consumers who have filed complaints against Defendant are citizens sixty (60) years of age or older.

10. The Commonwealth believes and therefore avers that there may be additional consumers who have not filed complaints with the Commonwealth and have been harmed due to the methods, acts and practices of Defendant which include, but are not limited to, the practices alleged herein.

11. In particular, Defendant has advertised and performed asphalt paving services in northwestern Pennsylvania, including Erie, Venango and Warren counties, in 2015, in 2016, and from approximately July 2017 to October 2017.

12. Defendant utilized mailbox flyers to generate business. True and correct copies of Defendant's flyers are attached hereto and incorporated herein as Exhibit A. Among other

things, Defendant's flyers claimed that "We have the latest technology and equipment to service driveways . . ."

13. As set forth on the flyers attached at Exhibit A, Defendant advertised his business as "LICENSED AND INSURED."

14. Defendant also obtained business by going to residential neighborhoods and approaching consumers in their homes, yards or at their mailboxes.

15. On at least several occasions, Defendant offered to pave a consumer's driveway immediately, saying that he had material left in the truck from another job and could give the consumer a good price -- but only if the consumer agreed to contract for the paving service right away. He often stated that he was doing, or had recently done, paving work for a neighbor of the consumer.

16. If a consumer responded, Defendant would quote the consumer a price and ask the consumer to immediately sign a contract for the work. Often, Defendant began paving the driveway immediately.

17. In connection with Defendant's home improvement transactions, Defendant typically utilized a one-page contract ("Defendant's Contract"). Redacted exemplary copies of Defendant's Contract are attached hereto and incorporated herein as Exhibit B.

18. Defendant's Contract includes the following statement: "Customer waives 72 hour cancellation."

19. Plaintiff believes and therefore avers that Defendant typically purchased and utilized exclusively 9.5mm hot mix asphalt ("HMA") to pave driveways, in particular from July 2017 until October 2017, and that all or a substantial portion of such 9.5mm HMA was purchased during this period from a supplier located in Erie, PA.

20. HMA is composed of stone, sand or gravel bound together into a solid mass by asphalt cement. It is manufactured in a central mixing plant where the asphalt and aggregates are heated to a temperature of approximately 300 degrees Fahrenheit. HMA is loaded into trucks while at approximately 300 degrees in temperature, and in summer months can remain useable in the truck for up to approximately 12 hours.

21. The aggregate used in HMA varies by the size of the stone used. Typically, to properly pave a driveway, the driveway is graded and then a "base" layer of HMA made with 19mm sized stones is laid to a thickness of 2 inches to 3 inches using paving equipment. After a waiting period of several hours or more, a second "surface" layer of HMA manufactured using 9.5mm sized stones is applied on top of the base layer to a thickness of 1 inch to 3 inches.

22. In particular, industry standards require use of both a "base" layer and a "surface" layer of HMA for most paving applications, including residential driveways. The base layer is the load bearing layer and provides durability and stability.

23. Notwithstanding that the industry standard is to apply a base layer and a surface layer, Defendant utilized only a surface layer of 9.5mm HMA to pave driveways. Defendant did not use a base layer.

24. Use of only a surface layer and no base layer on a residential driveway can result in waves or dips in the driveway, breaking and cracking (particularly on the edges), weeds growing through the asphalt and lack of long term durability.

25. Defendant's Contract contains no detail about the scope of the work, materials to be used, specifications, or anything other than name and phone number of consumer, a check box for "Hot Mix," "Paving" and "Grading," a price and a signature of the consumer.

26. Defendant's Contract failed to include the following, among other things:

- a. Defendant's home improvement contractor registration number;
- b. Defendant's actual address (instead, the contract used 11058 Lawrence Loop, Meadville, PA 16335, which is an empty lot in a mobile home park);
- c. The approximate starting and completion dates for the work;
- d. The signature of the contractor or a salesperson on behalf of a contractor;
- e. The entire agreement between the owner and contractor;
- f. A description of the work to be performed, the materials to be used or any set of specifications whatsoever;
- g. A statement by the contractor identifying the current amount of insurance coverage he maintained at the time of signing the contract;
- h. The toll-free telephone number of the Bureau of Consumer Protection; and
- i. A statement disclosing the consumer's three (3) day right to cancel the contract (in fact, the Defendant's Contract included only a purported waiver of "72 hour cancellation").

27. Defendant's Contract does not contain any specifications as to the type of materials or methodology that would be used to pave customers' driveways. Defendant's Contract does not make any disclosures regarding the type of HMA to be used, or most importantly, that the paving would consist of only a surface layer with no base layer being used.

28. Defendant failed to disclose to consumers, either verbally or in Defendant's Contract, that, contrary to what is customary in the industry, his paving work does not include both a base layer and a surface layer, but instead his paving work consists only of a surface layer.

29. Defendant's Contract uses only the generic term "Paving" and does not include any indication whatsoever of the type of material to be used or the number or type of layers of HMA to be utilized.

30. In fact, because the service to be performed was described as simply "Paving" in Defendant's Contract, and Defendant did not disclose otherwise, consumers reasonably assume that paving is done by Defendant in accordance with industry standards.

31. The fact that Defendant claims to use "the latest technology and equipment to service driveways" further leads consumers to believe that Defendant's paving is done in accordance with industry standards. See Exhibit A.

32. Defendant's Contract contains virtually none of the specifications applicable to a residential driveway, as recommended in the "Model Specifications for Small Paving Jobs" made available by the Pennsylvania Asphalt Pavement Association. In particular, Defendant's Contract contains no detail regarding grading, equipment, materials, smoothness, preparation of subgrade, or most importantly, type or thickness of asphalt. A true and correct copy of such "Model specifications for Small Paving Jobs" of the Pennsylvania Asphalt Pavement Association is attached hereto and incorporated herein as Exhibit C.

33. Defendant was registered with the Commonwealth as a "home improvement contractor" until February 24, 2017, when his original HICPA registration at PA115688 under the name "Roadway Blacktop" was de-activated because the registration application was deficient. On May 11, 2017, the Defendant reapplied for a HICPA registration number, under the different name "Timmy Jeffery d/b/a Roadway Blacktop." Defendant was subsequently provided another HICPA registration number, PA132070, which was deactivated on September 7, 2018 because the registration application was deficient.

34. Defendant paved many residential driveways in northwestern Pennsylvania, including Erie, Venango and Warren counties, between July and October of 2017.

35. For example, Consumer A of Warren County, a widow, contracted with Defendant in August, 2017 to have her driveway paved. She did not solicit Defendant; rather, Defendant went to her residence soliciting her business. Defendant told her that his team was in the process of paving the driveway of one of her neighbors. The crew began work the day the contract was signed. Consumer A recalls that she sat with Timmy Jeffery on her front porch to write out the check at the completion of the work, and recalls telling him that it took her a year to earn the \$9,950 paid for the work and she hoped that she hadn't been scammed. Defendant assured her that he and his crew had done good work. Two months later, she began to notice issues with the driveway. In particular, the driveway was "erupting" and rippling in certain areas. Consumer A saw signs that the work was not performed properly, the blacktop was not thick enough in places, and the workmanship was of poor quality. She called Defendant to ask him to correct the unacceptable work but Defendant refused. The redacted contract entered into by Consumer A with Defendant is attached at Exhibit B.

36. By way of another example, Consumer B, also of Warren County, PA, contracted with Defendant in August of 2017. Consumer B states that Defendant specifically agreed to put a base of blacktop of at least 3 inches. However, Defendant put barely one inch of surface layer only, and no base layer. Weeds began to grow through the asphalt within a week. There were two contracts signed by the consumer and his wife, one for each day work was done. One contract was signed for \$250 to do prep work, and the other contract was signed at a cost of \$9,800, for a total payment of \$10,750. A redacted copy of Consumer B's contract is set forth at Exhibit B.

37. By way of another example, Consumer C, who is over 60 years old and lives in Emlenton, PA, contracted for paving services with Defendant in September, 2017. Consumer C signed the redacted contract with Defendant attached at Exhibit B and paid Defendant \$13,000 to pave his driveway. Defendant performed part of the work at Consumer C's residence, but did not complete the work. Defendant said he would return to complete the work but did not. Furthermore, weeds promptly came up through the asphalt that was laid by Defendant, and Consumer C says that it was not "thick enough." Defendant was not responsive to Consumer C's calls. Consumer C tried to file a civil complaint against Defendant but could not establish service because the address provided by Defendant on his contract was a vacant lot in a mobile home park.

38. By way of another example, Consumer D, a resident of Sheffield, PA, was approached by Defendant in August 2017 while Consumer D was working in his yard. Defendant said he could give Consumer D a good price to have his driveway paved. Consumer D had a concrete pad in front of the garage that he wanted to pave over, and he also wanted a section that had packed gravel on it to be paved. Consumer D signed a contract (a redacted copy of which is at Exhibit B) and paid Defendant \$3000 upon completion of the work. Consumer D is unhappy with the quality of the work. It has cracked and settled. The asphalt is not configured as Consumer D requested. Furthermore, Defendant's employees "tore up" Consumer D's backyard with a bobcat and did not repair the resulting damage.

39. Consumer E hired Defendant to pave several driveways in Warren County in July 2017. Consumer E responded to a flyer that he received, and paid a total of approximately \$40,000 for the work. Consumer E found the work to be "peeling up" and "real soft" and weeds grew up through it shortly after the work was completed. Consumer E left a message for

Defendant, who never called back. Consumer E then called Defendant again on Consumer E's wife's cell phone pretending to be a new customer, and Defendant called back. However, once Consumer E identified himself and asked for reparations, Defendant refused. Consumer E believes that the problems with the paving work done by Defendant stem from the fact that Defendant used only a surface layer in performing the work, when he should have laid both a base layer and a surface layer. Consumer E also believes that Defendant should have used weed killer during preparation work. A redacted copy of Consumer E's contract is attached hereto at Exhibit B.

40. At all times relevant and material hereto, the unfair methods, acts and practices complained of herein have been willfully executed by Defendant.

**COUNT I – VIOLATIONS OF THE CONSUMER
PROTECTION LAW AND HICPA**

**DEFENDANT'S FAILURE TO PAVE IN ACCORDANCE WITH PRUDENT
PRACTICE AND INDUSTRY STANDARDS DECEIVED CONSUMERS AND CAUSED
MISUNDERSTANDING**

41. The preceding paragraphs are incorporated herein as though fully set forth below.

42. Defendant's Contract states only that he will "grade" and "pave" driveways using "hot mix," with no other detail or specifications. However, he did not apply both a base layer of HMA made with larger, approximately 19mm stone *and* a surface layer of HMA made with smaller, approximately 9.5mm stone as is standard in the paving industry, as described above. Instead, Defendant used only a surface layer with no base layer.

43. Defendant made express and implicit representations about the quality of his work (e.g., that he was using the latest technology and equipment) that would lead a reasonable consumer to expect Defendant's work to at least meet industry norms.

44. Defendant's Contract fails to disclose that his paving work does not include both a base layer and a surface layer. Defendant did not inform consumers of the discrepancy between standard paving protocol, that utilizes both a base layer and a surface layer, and Defendant's unique corner-cutting protocol -- which is to lay only a surface layer of HMA on the area a consumer has designated for paving.

45. Defendant's failure to utilize both a base layer and a surface layer results in a driveway that is only approximately half of normal thickness, and that does not have the strength and durability provided by the base layer that is reasonably expected by consumers.

46. Defendant's failure to pave in accordance with industry standards, without disclosing such failure, while instead making express and implicit representations about the high quality of Defendant's work, was deceptive and caused consumer misunderstanding about the quality of the work done by Defendant. Such failure violates § 201-3 of the *Consumer Protection Law*, as defined by § 201-2 of said law, including without limitation by:

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

b. Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have, in violation of Section 201-2(4)(v);

c. Representing that goods or services are of a particular standard, quality or grade, . . . if they are of another, in violation of Section 201-2(4)

(vii); and

d. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, in violation of Section 201-2(4)(xxi). 73 P.S. § 201-3 and § 201-2(4) (ii), (v), (vii) and (xxi).

47. The above described conduct has been willful and is unlawful under § 201-3 of the *Consumer Protection Law*, 73 P.S. § 201-3.

48. In addition, § 517.9(5) of HICPA states that no person shall “Abandon or fail to perform, without justification, any home improvement contract or project engaged in or undertaken by a contractor.”

49. Defendant’s abandonment of a home improvement contract on at least one occasion, as set forth in Paragraph 37 above, constitutes a violation of § 517.9(5) of HICPA.

50. Furthermore, the above described failure to pave consumers’ driveways in accordance with industry standards constitutes failure to perform Defendant’s contracts with such consumers for driveway paving, in violation of § 517.9(5) of HICPA.

51. The Commonwealth hereby requests that this Honorable Court enter an order:

A. Declaring Defendant’s conduct, as set forth in this Count I, to be in violation of the *Consumer Protection Law* and HICPA;

B. Directing Defendant to comply with the *Consumer Protection Law* and HICPA and to refrain from engaging, directly or indirectly through any entity, affiliate or fictitious name, in any conduct in violation of HICPA or the *Consumer Protection Law*;

C. Directing Defendant, pursuant to § 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*, and three thousand dollars (\$3,000.00) for each such violation involving a victim age sixty (60) or older;

D. Directing Defendant, pursuant to § 201-4.1 of the *Consumer Protection Law*, 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* (including by virtue of violating HICPA where applicable);

E. Permanently enjoining Defendant from (i) engaging in any manner in owning or operating a home improvement business (including a paving business) or advertising, offering for sale or selling home improvement services (including paving services), whether directly or indirectly through any entity, affiliate or fictitious name, in Pennsylvania or with respect to Pennsylvania consumers, and (ii) registering as a home improvement contractor under HICPA;

F. Awarding the Commonwealth its costs of investigation, attorney's fees and costs of this action; and

G. Granting such other relief as the Court deems necessary and appropriate.

**COUNT II – VIOLATIONS OF THE CONSUMER
PROTECTION LAW**

**DEFENDANT'S USE OF HIGH PRESSURE SALES TACTICS DECEIVED AND
CONFUSED CONSUMERS**

52. The preceding paragraphs are incorporated herein as if fully set forth below.

53. As described above, Defendant approached consumers in their yards or homes to solicit them to contract with Defendant for paving services.

54. Defendant stated that he had material in his truck that had to be promptly used, and that therefore he could provide a special reduced price if the consumer contracted for paving services immediately.

55. The Commonwealth believes that, contrary to assertions made to consumers by Defendant, no special reduced prices were charged to consumers under the circumstances described in Paragraph 54 above.

56. Neither Defendant nor Defendant's Contract provided specifications or details regarding the type of materials or process to be used.

57. Consumers approached by Defendant were often sixty (60) years of age or older.

58. Defendant charged large amounts of money -- multiple thousands of dollars -- for paving services.

59. Under such circumstances, consumers were pressured into agreeing to spend large sums of money spontaneously, with no time to investigate Defendant, discern that critical details were missing from Defendant's Contract, understand the pricing, or ask questions that would help consumers to better understand the nature of the paving services to be provided.

60. The aforesaid methods act or practices of Defendant constitute unfair methods of competition and unfair acts or practices in the conduct of trade or commerce prohibited by Section 201-2(4) of the *Consumer Protection Law*, by virtue of, among other things:

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

b. Making false or misleading statements of fact concerning the reasons for, existence of, or amounts of price reductions, in violation of § 201-2(4)(xi); and

c. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, in violation of Section 201-2(4)(xxi). 73 P.S. § 201-3 and § 201-2(4) (ii), (xi) and (xxi).

61. The above described conduct has been willful and is unlawful under § 201-3 of the Consumer Protection Law, 73 P.S. § 201-3.

62. The Commonwealth hereby requests that this Honorable Court enter an order declaring Defendant's conduct, as set forth in this Count II, to be in violation of the *Consumer Protection Law* and further enter an order setting forth the relief requested pursuant to Paragraph 51(B) through (G) above, which requested relief is hereby incorporated by reference into this Count II as if fully set forth herein.

COUNT III - VIOLATIONS OF HICPA AND THE CONSUMER PROTECTION LAW
DEFENDANT'S CONTRACT CONTAINS AN UNLAWFUL WAIVER

63. The preceding paragraphs are incorporated herein as though fully set forth below.

64. Paving a residential driveway is a "home improvement" as defined in and regulated by HICPA. See 73 P.S. § 517.2.

65. Section 517.7(b) of HICPA provides that an individual signing a home improvement contract shall be permitted to rescind the contract without penalty regardless of where the contract was signed, within three business days of signing.

66. Defendant's Contract contains a waiver of the right provided to consumers under § 517.7(b) of HICPA to rescind within three business days of the date of signing a contract. In particular, Defendant's Contract, including all the contracts set forth at Exhibit B, includes a line to be initialed by the customer that says "Customer waives 72 hour cancellation."

67. Section 517.7(e)(10) of HICPA provides that if any home improvement contract contains, among other things, "A waiver of any rights provided under this act," it is voidable by the consumer.

68. Because Defendant's Contract provides a waiver of consumers' rights under § 517.7(b), it is voidable pursuant to § 517.7(e)(10). In particular, without limitation, all the contracts set forth at Exhibit B hereto are voidable.

69. Section 517.10 of HICPA states that a violation of HICPA is deemed a violation of the *Consumer Protection Law*. See 73 P.S. § 517.10.

70. Furthermore, § 201-7(a) of the *Consumer Protection Law* provides that where services having a sale price of twenty-five dollars or more are sold or contracted to be sold to a buyer, in connection with a contact with the buyer at his or her residence, that consumer may avoid the contract or sale by notifying the seller within three business days.

71. Because Defendant's services have a sale price of twenty-five dollars or more and are contracted for in connection with a contract with the buyer at his or her residence, consumers who contracted with Defendant under these circumstances have a right to avoid the contract by notifying seller within three business days, pursuant to § 201-7(a) of the *Consumer Protection Law*.

72. Section 201-7(d) of the *Consumer Protection Law* requires that each buyer be informed at the time he or she signs the contract or purchases the goods or services of his or her right to cancel.

73. Section 201-7(j)(1) states that the rights under § 201-7 maybe be waived only through the execution of an emergency authorization, in the form set forth in § 201-7(j.1)(3), as needed to remedy a bona fide emergency on the buyer's residential property.

74. The waiver utilized by Defendant, as described in Paragraph 66 above, does not meet the requirements of § 201-7(j.1) of the *Consumer Protection Law*.

75. The above described conduct has been willful and is unlawful under Section

201-3 of the *Consumer Protection Law*, 73 P.S. § 201-3.

76. The Commonwealth respectfully requests that this Honorable Court enter an order declaring every use of Defendant's Contract that includes the waiver described in Paragraph 66 above to be voidable, including without limitation every contract set forth in Exhibit B hereto.

77. The Commonwealth hereby further requests that this Honorable Court enter an order declaring Defendant's conduct, as set forth in this Count III, including unlawful use of the waiver described in Paragraph 66 above, to be in violation of HICPA and the *Consumer Protection Law*, and further enter an order setting forth the relief requested pursuant to Paragraph 51 (B) through (G) above, which requested relief is hereby incorporated by reference into this Count III as if fully set forth herein.

COUNT IV —VIOLATIONS OF HICPA AND THE CONSUMER PROTECTION LAW
FAILURE TO UTILIZE A CONTRACT THAT MEETS THE
REQUIREMENTS OF HICPA

78. The preceding paragraphs are incorporated herein as though fully set forth below.

79. Section 517.7(a) of HICPA provides that no home improvement contract shall be valid or enforceable against an owner unless it contains certain specified information, including but not limited to, the following:

- a. The contractor's home improvement contractor registration number, 73 P.S. § 517.7(a)(1);
- b. The address of the contractor, 73 P.S. § 517.7(a)(5);
- c. The approximate starting and completion date for the work, 73 P.S. § 517.7(a)(6);
- d. A statement which identifies the current amount of insurance coverage maintained at the time of signing the contract, 73 P.S. § 517.7(a)(11);

e. The toll-free telephone number of the Bureau of Consumer Protection, 73 P.S. § 517.7(a)(12);

f. Notification that an individual signing a home improvement contract shall be permitted to rescind the contract without penalty regardless of where the contract was signed, within three business days of the date of signing, pursuant to Section 201-7 of the Consumer Protection Law, 73 P.S. §§ 517(a)(13) and 517.7(b);

g. The entire agreement between the owner and contractor, 73 P.S. §517.7(a)(3);

h. A description of the work to be performed, the materials to be used and a set of specifications that cannot be changed without a written change order signed by the owner and contractor, 73 P.S. §517.7(a)(7); and

i. The signature of the contractor or a salesperson on behalf of a contractor, 73 P.S. § 517.7(a)(2)(ii).

80. Defendant failed to utilize contracts that included the information listed in part (a) through (i) above.

81. In particular, Defendant's Contract as evidenced by the contracts utilized by Defendant and attached at Exhibit B hereto, does not contain any of the information required by (a) through (i) above.

82. Defendant's Contract (including the example contracts set forth at Exhibit B) failed to include the Defendant's HICPA registration number, the starting and completion date of the work, the current amount of Defendant's insurance coverage, the toll-free telephone number of the Bureau of Consumer Protection, a notice that the individual signing the contract may rescind the contract within three business days of the date of signing, the entire agreement of the parties, or a description of the work to be performed, the materials to be used or a set of specifications that cannot be changed without a written change order. Contracts utilized by

Defendant included an address, but it is the address of a vacant lot in a mobile home park and not a valid address for Defendant.

83. Section 517.10 of HICPA states that a violation of HICPA is deemed a violation of the *Consumer Protection Law*. See 73 P.S. § 517.10.

84. The above described conduct has been willful and is unlawful under Section 201-3 of the *Consumer Protection Law*, 73 P.S. § 201-3.

85. Furthermore, Defendant's failure to include the information specified in §517.7(a) of HICPA in Defendant's Contracts rendered such contracts misleading, confusing and deceptive, in violation of the *Consumer Protection Law*, by, among other things:

a. Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services, in violation of § 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 connection that he does not have, in violation of § 201-2(4)(v); and

c. Evidencing other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, in violation of §201-2(4)(xxi). 73 P.S. § 201-3 and § 201-2(4) (ii), (v) and (xxi).

86. The Commonwealth hereby requests that this Honorable Court enter an order declaring Defendant's conduct, as set forth in this Count IV, to be in violation of the *Consumer Protection Law* and HICPA, and further enter an order setting forth the relief requested pursuant to Paragraph 51(B) through (G) above, which requested relief is hereby incorporated by reference into this Count IV as if fully set forth herein.

**COUNT V – VIOLATIONS OF THE CONSUMER
PROTECTION LAW**

**DEFENDANT MISLED CONSUMERS BY WRONGLY CLAIMING TO HAVE A “PA
LICENSE”**

87. The preceding paragraphs are incorporated herein as if fully set forth below.

88. Under § 517.3(a) of HICPA, “[n]o person shall hold himself out as a contractor, nor shall a person perform any home improvement without first registering with the Bureau.” 73 P.S. § 517.3(a).

89. As set forth above, Defendant was registered as a home improvement contractor with the Commonwealth pursuant to HICPA under registration numbers PA115688 and PA132070, although both registrations have been de-activated by the Commonwealth, as set forth above.

90. However, HICPA is a *registration*, not a *license*. During the time period in which Defendant was registered under HICPA, Defendant utilized marketing materials in which Defendant claimed to have a “LICENSE.” See Exhibit A. This representation regarding a “LICENSE” is misleading, because although Defendant was *registered* for a period of time, he never had a *license*.

91. The aforesaid methods act or practices constitute unfair methods of competition and unfair acts or practices in the conduct of trade or commerce prohibited by Section 201-2(4) of the *Consumer Protection Law*, including without limitation by:

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

b. Causing likelihood of confusion or of misunderstanding as to affiliation, connection or association with, or certification by, another, in violation of Section 201-2(4)(iii);

c. Representing that goods or services have sponsorship or approval that they do not have, or that a person has a sponsorship, approval, status, affiliation or connection that he does not have, in violation of Section 201-2(4)(v); and

d. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, in violation of Section 201-2(4)(xxi). 73 P.S. § 201-3 and § 201-2(4) (ii), (iii), (v) and (xxi).

92. The above described conduct has been willful and is unlawful under Section 201-3 of the *Consumer Protection Law*, 73 P.S. § 201-3.

93. The Commonwealth hereby requests that this Honorable Court enter an order declaring Defendant's conduct, as set forth in this Count V, to be in violation of the *Consumer Protection Law*.

94. The Commonwealth further respectfully requests that this Honorable Court enter an order setting forth the relief requested pursuant to Paragraph 51 (B) through (G) above, which requested relief is hereby incorporated by reference into this Count V as if fully set forth herein.

Respectfully submitted,

COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

JOSH SHAPIRO
ATTORNEY GENERAL

Date: 1/23/19

By: 

Susan A. Apel
Senior Deputy Attorney General
PA Attorney No. 50597
Office of Attorney General
Bureau of Consumer Protection
1251 Waterfront Place, Mezzanine Level
Pittsburgh, Pennsylvania 15222
Telephone: 412-565-2578
sapel@attorneygeneral.gov

CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts* that require filing confidential information and documents differently than non-confidential information and documents.

Signature: SA. A.

Name: Susan A. Apel

Attorney No. 50597

IN THE COURT OF COMMON PLEAS OF
ERIE COUNTY, PA

COMMONWEALTH OF PENNSYLVANIA,	:	CIVIL DIVISION
ACTING BY ATTORNEY GENERAL	:	
JOSH SHAPIRO,	:	
	:	
	:	
Plaintiff,	:	
	:	
v.	:	
	:	
	:	
Timmy L. Jeffery, individually and	:	
d/b/a Roadway Blacktop	:	
	:	
	:	
Defendant.	:	

VERIFICATION

I, Karla Smith, being duly sworn according to law, hereby state that I am an Agent Supervisor with the Commonwealth of Pennsylvania, Office of Attorney General, Bureau of Consumer Protection, Erie Regional Office, that I am authorized to make this verification on behalf of the Plaintiff and that the facts in the foregoing Complaint are true and correct to the best of my knowledge or information and belief.


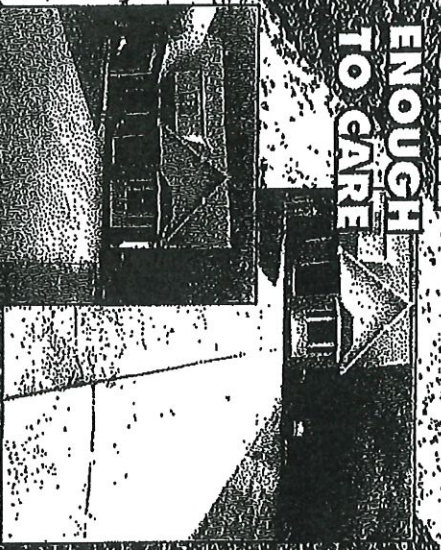

Karla Smith
Agent Supervisor

EXHIBIT A

**LARGE
ENOUGH
TO SERVE,
SMALL
ENOUGH
TO CARE**



ROADWAY BLACKTOP

for all your paving needs.

Family owned since the 1970s, ROADWAY BLACKTOP does grading, new installs and overlays. We have the latest technology and equipment to service driveways, parking lots and roads. All of our work is in writing and guaranteed! Give us a chance to do business with you.

1-877-501-0008

**FREE
ESTIMATES**

**CALL
TODAY!**

If your old concrete is shifting and cracking, we can fix it! Cement makes a great base for asphalt. Let ROADWAY BLACKTOP pave your concrete driveway.

CATCH US WHILE WE ARE IN YOUR AREA TO SAVE BIG!

ROADWAY

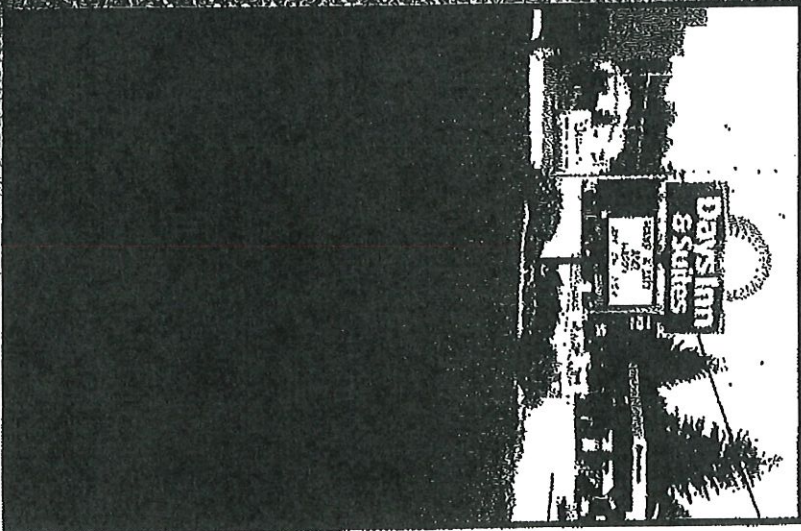
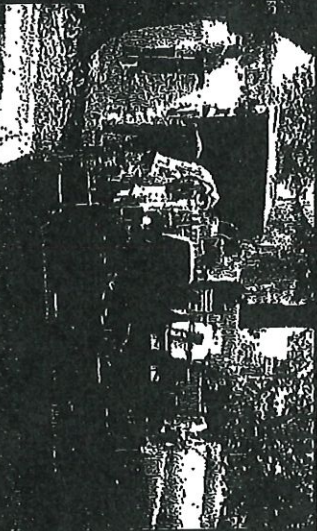
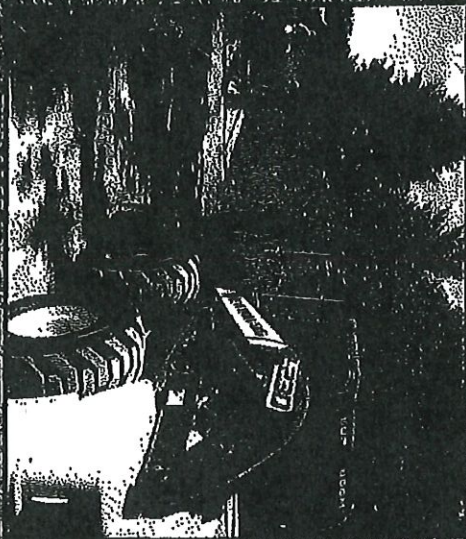
BLACKTOP

1-877-501-0008

WWW.ROADWAYBLACKTOP.COM

LICENSED
AND
INSURED

NO JOB
TOO BIG



Roadway Blacktop

** Specializing in **

ASPHALT PAVING AND TAR & CHIP

ASPHALT PAVING: We do Overlays and New Installs

DON'T WANT ASPHALT? Let us Chip and Seal your driveway!
Adds to your traction in winter. Heavy Weight is No Problem. Very Affordable!

**No Job
Too Big!**

Sorry We
Do Not Do Seal
Coating

ALL OF OUR WORK COMES GRADING AND PREP WORK INCLUDED AND GUARANTEED.

CALL NOW FOR DISCOUNT!

**FREE
Estimates!**

1-877-501-0008

EXHIBIT B

CONSUMER A



DUPLICATE ROADWAY BLACKTOP

1-877-501-0008

www.roadwayblacktop.com

1632 Bush Lane, Mobile, AL 36612

CUSTOMER (PLEASE PRINT)

Name: _____ Phone # _____

Address: _____

City: _____

- | | | |
|--|---|--|
| <input type="checkbox"/> Hot Tar | <input type="checkbox"/> Tar & Chip Paving | <input type="checkbox"/> Patching Bag Areas |
| <input checked="" type="checkbox"/> Hot Mix | <input type="checkbox"/> Clearing | <input type="checkbox"/> Seal Coating |
| <input type="checkbox"/> Baseing | <input type="checkbox"/> Grighed Concrete | <input type="checkbox"/> Parking Lot |
| <input checked="" type="checkbox"/> Paving | <input checked="" type="checkbox"/> Grading | <input type="checkbox"/> Back Coat Driveways |
| <input checked="" type="checkbox"/> Driveway | <input type="checkbox"/> Resurface | <input type="checkbox"/> Seal dirt in front of garage/old wall |
| <input type="checkbox"/> Striping | <input type="checkbox"/> Stone Base | <input type="checkbox"/> Dig Out Extailing |
| <input type="checkbox"/> Binder | <input type="checkbox"/> Road | <input type="checkbox"/> Millings Base |
| <input type="checkbox"/> Gravel | <input type="checkbox"/> Grass Killer | <input type="checkbox"/> Scratch Coat |

The price per sq. yard is: \$ _____ sq. yds _____

Every 10 sq. yard is: \$ _____

Total sq. yards is: _____ sq. yds _____

The Down Payment is: \$ _____

Labor Fee is: \$ _____

Total Job Price: \$ 7450.00

Square Yards are to be measured width X length (in)

1 Square Yards = 3 x 3

10 Square Yards = 10 x 9

50 Square Yards = 50 x 9

100 Square Yards = 100 x 9

Will stop at _____ sq. yds. and see
if customer wants more material.

Customer authorizes Roadway Blacktop to lay more asphalt at the price written above.

Customer waives 72 hour cancellation.

Customer agrees that material is fresh and not left over.

Customer is aware and fully understands pricing stated above. Payment is due upon completion of the job.

SIGNATURE _____

DATE 8-31-17

Contract was signed _____ before job started or _____ after job was started.

Figures of Additional Comments:

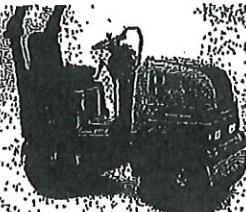
*Parcel
fill
AT 1076
8/31/2017*

All work guaranteed for three months under normal conditions unless contractor specifies otherwise. We do not guarantee against water, oil, drainage water puddles, hairline cracks, or pits made by vehicles or other objects. Seal coating is an additional coat. Our prices do not cover any other contractor's prices or opinions. Payment is required upon completion. All checks must be payable through a local bank. If customer cancels order or delays start date any time after signing this contract, 25% of original payment is required for breakage. No money refunds. Any individuals who hope by anyone not associated with Roadway Blacktop will void the warranty.

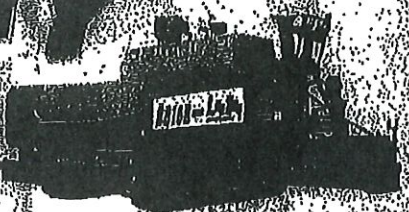
MAKE CHECKS PAYABLE TO TIMMY JEFFERY

06-16-17-150-327-1150

CONSUMER B



ROADWAY BLACKTOP



1-877-501-0008

www.roadwayblacktop.com

4639 Bush Lane, Mobile, AL 36619

CUSTOMER: (please print)

11058 Lawrence Loop, Mobile, AL 36619

Name: _____ Phone #: _____

Address: _____

City: _____

- | | | |
|--|---|--|
| <input type="checkbox"/> Hot Tar | <input type="checkbox"/> Tar & Chip Paving | <input type="checkbox"/> Patching Bad Areas |
| <input checked="" type="checkbox"/> Hot Mix | <input type="checkbox"/> Cleaning | <input type="checkbox"/> Seal Coating |
| <input type="checkbox"/> Basing | <input type="checkbox"/> Crushed Concrete | <input type="checkbox"/> Parking Lot |
| <input checked="" type="checkbox"/> Paving | <input checked="" type="checkbox"/> Graveling | <input type="checkbox"/> Tack Coat Driveways |
| <input checked="" type="checkbox"/> Driveway | <input type="checkbox"/> Resurface | <input type="checkbox"/> Saw cut in front of garage/sidewalk |
| <input checked="" type="checkbox"/> Striping | <input type="checkbox"/> Stone Base | <input type="checkbox"/> Dig Out Existing |
| <input type="checkbox"/> Binder | <input type="checkbox"/> Road | <input type="checkbox"/> Millings Base |
| <input type="checkbox"/> Gravel | <input type="checkbox"/> Grass Killer | <input type="checkbox"/> Scratch Coat |

The price per sq. yard is: 25 \$ sq. yds

Every 10 sq. yards is: 250 \$

Total sq. yards is: _____ sq. yds

The Down Payment is: _____ \$

Labor Fee is: _____ \$

Total Job Price: _____ \$

Square Yards are to be measured width X length.

1 Square Yards = 3' x 3'

10 Square Yards = 10' x 9'

50 Square Yards = 50' x 9'

100 Square Yards = 100' x 9'

Will stop at _____ sq. yd. and see if customer wants more material.

Customer waives 72 hour cancellation fee.

Customer agrees that material is fresh and hot laid over.

Customer authorizes Roadway Blacktop to lay more asphalt at the price written above.

Figure in Additional Comments:

Customer is aware and fully understands pricing stated above. Payment is due upon completion of the job.

SIGNATURE: _____

DATE: 8-28-17

Contract was signed before job started, or after job was started.

All work guaranteed for three months under normal conditions unless contractor specifies otherwise. We do not guarantee against vegetation, drainage water puddles, hairline cracks, or prints made by vehicles or other objects. Seal coating is an additional cost. Our prices do not concern other contractors' prices or opinions. Payment is required upon completion. All checks must be payable through a local bank. If customer cancels order or delays start date any time after signing this contract, 25% of original payment is required for breakage. No money refunds. Any modifications done by anyone not associated with Roadway Black Top will void the warranty.

MAKE CHECKS PAYABLE TO TIMMY JEFFERY

11058 Lawrence Loop Mobile, AL 36685

CUSTOMER (please print)

Name: _____ Phone #: _____
 Address: _____
 City: _____

- | | | |
|--|---|--|
| <input type="checkbox"/> Hot Tar | <input type="checkbox"/> Tar & Chip Paving | <input checked="" type="checkbox"/> Patching Bad Areas |
| <input checked="" type="checkbox"/> Hot Mix | <input type="checkbox"/> Cleaning | <input type="checkbox"/> Seal Coating |
| <input type="checkbox"/> Basing | <input type="checkbox"/> Crushed Concrete | <input type="checkbox"/> Parking Lot |
| <input checked="" type="checkbox"/> Paving | <input checked="" type="checkbox"/> Grading | <input type="checkbox"/> Tack Coat Driveways |
| <input checked="" type="checkbox"/> Driveway | <input type="checkbox"/> Resurface | <input type="checkbox"/> Saw cut in front of garage/sidewalk |
| <input type="checkbox"/> Striping | <input type="checkbox"/> Stone Base | <input type="checkbox"/> Dig Out Existing |
| <input type="checkbox"/> Binder | <input type="checkbox"/> Road | <input type="checkbox"/> Millings Base |
| <input type="checkbox"/> Gravel | <input type="checkbox"/> Grass Killer | <input type="checkbox"/> Scratch Coat |

The price per sq. yard is: \$ _____ sq. yds
 Every 10 sq. yards is: \$ _____
 Total sq. yards is: _____ sq. yds
 The Down Payment is: \$ _____
 Labor Fee is: \$ _____
 Total Job Price: 9800.00 \$ _____

Square Yards are to be measured width X length.
 1 Square Yards = 3 x 3
 10 Square Yards = 10 x 9
 50 Square Yards = 50 x 9
 100 Square Yards = 100 x 9

Will stop at _____ sq. yd. and see
 if customer wants more material.

Customer authorizes Roadway Blacktop to lay more asphalt
 at the price written above: _____

Customer waives 72 hour cancellation _____
 Customer agrees that material is fresh and not left over. OK

Figures or Additional Comments:
work guaranteed ←
for one year
Paid in full

Customer is aware and fully understands pricing stated above. Payment
 is due upon completion of the job.
 SIGNATURE _____
 DATE 8-30-17
 Contract was signed before job started or after job was started.

All work guaranteed for three months under normal conditions unless contractor specifies otherwise. We do not guarantee against vegetation, drainage water puddles, hairline cracks, or prints made by vehicles or other objects. Seal coating is an additional cost. Our prices do not concern other contractor's prices or opinions. Payment is required upon completion. All checks must be payable through a local bank. If customer cancels order or delays start date any time after signing this contract, 25% of original payment is required for breakage. No money refunds. Any modifications done by anyone not associated with Roadway Black Top will void the warranty.

MAKE CHECKS PAYABLE TO TIMMY JEFFERY

CONSUMER C

ROADWAY BLACKTOP

1-877-501-0008

www.roadwayblacktop.com

1105B Lawrence Loop, Meadville, PA 16935

CUSTOMER (please print)

Name: _____ Phone #: _____

Address: _____

City: _____

- | | | |
|--|---|--|
| <input type="checkbox"/> Hot Tar | <input type="checkbox"/> Tar & Chip Paving | <input type="checkbox"/> Patching Bad Areas |
| <input checked="" type="checkbox"/> Hot Mix | <input type="checkbox"/> Cleaning | <input type="checkbox"/> Seal Coating |
| <input type="checkbox"/> Basing | <input type="checkbox"/> Crushed Concrete | <input type="checkbox"/> Parking Lot |
| <input checked="" type="checkbox"/> Paving | <input checked="" type="checkbox"/> Grading | <input type="checkbox"/> Tack Coat Driveways |
| <input checked="" type="checkbox"/> Driveway | <input type="checkbox"/> Resurfacing | <input type="checkbox"/> Saw cut in front of garage/sidewalk |
| <input type="checkbox"/> Striping | <input type="checkbox"/> Stone Base | <input type="checkbox"/> Dig Out Existing |
| <input type="checkbox"/> Binder | <input type="checkbox"/> Road | <input type="checkbox"/> Millings Base |
| <input type="checkbox"/> Gravel | <input type="checkbox"/> Grass Killer | <input type="checkbox"/> Scratch Coat |

The price per sq. yard is: _____ \$
 Every 10 sq. yard is: _____ \$
 Total sq. yards is: _____ sq. yds
 The Down Payment is: _____ \$
 Labor Fee is: _____ \$
 Total Job Price: 13,000.00 \$

Square Yards are to be measured with a string.
 1 Square Yard = 3 x 3
 10 Square Yards = 10 x 9
 50 Square Yards = 50 x 9
 100 Square Yards = 100 x 9

Will stop at _____ sq. yd. and see if customer wants more material.

Customer waives 72 hour cancellation.
 Customer agrees that material is fresh and not left over.

Customer authorizes Roadway Blacktop to lay more asphalt at the price written above. _____

Customer is aware and fully understands pricing stated above. Payment is due upon completion of the job.

SIGNATURE _____

DATE 9-26-17

Contract was signed before job started or after job was started.

Figure or Additional Comments:
13' wide pull in fall

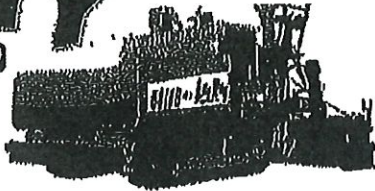
All work guaranteed for three months under normal conditions unless contractor specifies otherwise. We do not guarantee against vegetation, drainage water puddles, hairline cracks, or prints made by vehicles or other objects. Seal coating is an additional cost. Our prices do not contain other contractor's prices or options. Payment is required upon completion. All checks must be payable through a local bank. If customer causes order or delays start date any time after signing this contract, 25% of original payment is required for breakage. No money refunds. Any modifications done by anyone not associated with Roadway Blacktop will void the warranty.

MAKE CHECKS PAYABLE TO TIMMY JEFFERY

CONSUMER D



ROADWAY BLACKTOP



1-877-501-0008

www.roadwayblacktop.com
11058 Lawrence Loop, Meadville, PA 16935

CUSTOMER (please print)

Name: _____ Phone # _____

Address: _____

City: _____

- Hot Tar
- Hot Mix
- Basing
- Paving
- Driveway
- Striping
- Binder
- Gravel

- Tar/Chip
- Cleaning
- Crushed Concrete
- Grading
- Resurface
- Stone Base
- Road
- Grass Killer

- Patching Bad Areas
- Seal Coating
- Parking Lot
- Tank Coat Driveways
- Saw out in front of garage/sidewalk
- Dig Out Existing
- Millings Base
- Scratch Coat

The price per sq. yard is: _____ \$ sq. yds

Every 10 sq. yard is: _____ \$

Total sq. yards is: _____ sq. yds

The Down Payment is: _____ \$

Labor Fee is: _____ \$

Total Job Price: 2000 \$

Square Yards are to be measured width X length.
 1 Square Yards = 9 x 9
 10 Square Yards = 10 x 9
 50 Square Yards = 50 x 9
 100 Square Yards = 100 x 9

Will stop at _____ sq. yd. and see if customer wants more material.

Customer authorizes Roadway Blacktop to lay more asphalt at the price written above. _____

Customer waives 72 hour cancellation. _____

Customer agrees that material is fresh and not left over. _____

Customer is aware and fully understands pricing stated above. Payment is due upon completion of the job.

SIGNATURE _____

DATE 8.15.17

Contract was signed before job started or after job was started.

Figure or Additional Comments:

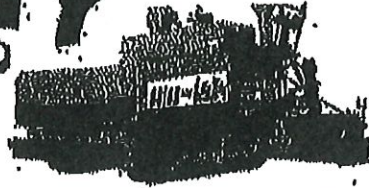
All work guaranteed for three months under normal conditions unless contractor specifies otherwise. We do not guarantee against vegetation, drainage water puddles, hairline cracks, or prints made by vehicles or other objects. Seal coating is an additional cost. Our prices do not concern other contractor's prices or opinions. Payment is required upon completion. All checks must be payable through a local bank. If customer cancels order or delays start date any time after signing this contract, 25% of original payment is required for breakage. No money refunds. Any modifications done by anyone not associated with Roadway Black Top will void the warranty.

MAKE CHECKS PAYABLE TO TIMMY JEFFERY

CONSUMER E



ROADWAY BLACKTOP



1-877-501-0008

www.roadwayblacktop.com

11050 Lawrence Loop, Moudville, PA 16935

CUSTOMER (please print)

Name: _____ Phone #: _____

Address: _____

City: _____

- | | | |
|--|--|--|
| <input type="checkbox"/> Hot Tar | <input type="checkbox"/> Tar/Chip | <input type="checkbox"/> Patching Bad Areas |
| <input checked="" type="checkbox"/> Hot Mix | <input checked="" type="checkbox"/> Clearing | <input type="checkbox"/> Seal Coating |
| <input type="checkbox"/> Basing | <input type="checkbox"/> Crushed Concrete | <input type="checkbox"/> Parking Lot |
| <input checked="" type="checkbox"/> Paving | <input checked="" type="checkbox"/> Grading | <input type="checkbox"/> Thick Coat Driveways |
| <input checked="" type="checkbox"/> Driveway | <input type="checkbox"/> Resurface | <input type="checkbox"/> Saw cut in front of garage/sidewalk |
| <input type="checkbox"/> Striping | <input type="checkbox"/> Stone Base | <input type="checkbox"/> Dig Out Exleling |
| <input type="checkbox"/> Binder | <input type="checkbox"/> Road | <input type="checkbox"/> Millings Base |
| <input type="checkbox"/> Gravel | <input type="checkbox"/> Grass Killer | <input type="checkbox"/> Scratch Coat |

The price per sq. yard is: 2.10 \$ sq. yds

Every 10 sq. yard is: 21.00 \$

Total sq. yards is: _____ sq. yds

The Down Payment is: _____ \$

Labor Fee is: _____ \$

Total Job Price: _____ \$

Square Yards are to be measured width X length.
1 Square Yards = 3 x 9
10 Square Yards = 10 x 9
50 Square Yards = 50 x 9
100 Square Yards = 100 x 9

Will stop at 1000 sq. yd. and see
if customer wants more material.

Customer authorizes Roadway Blacktop to lay more asphalt
at the price written above. _____

Customer waives 72 hour cancellation.

Customer agrees that material is fresh and not left over.

Customer is aware and fully understands pricing stated above. Payment
is due upon completion of the job.

SIGNATURE _____

DATE 7-24-17

Contract was signed before job started or after job was started.

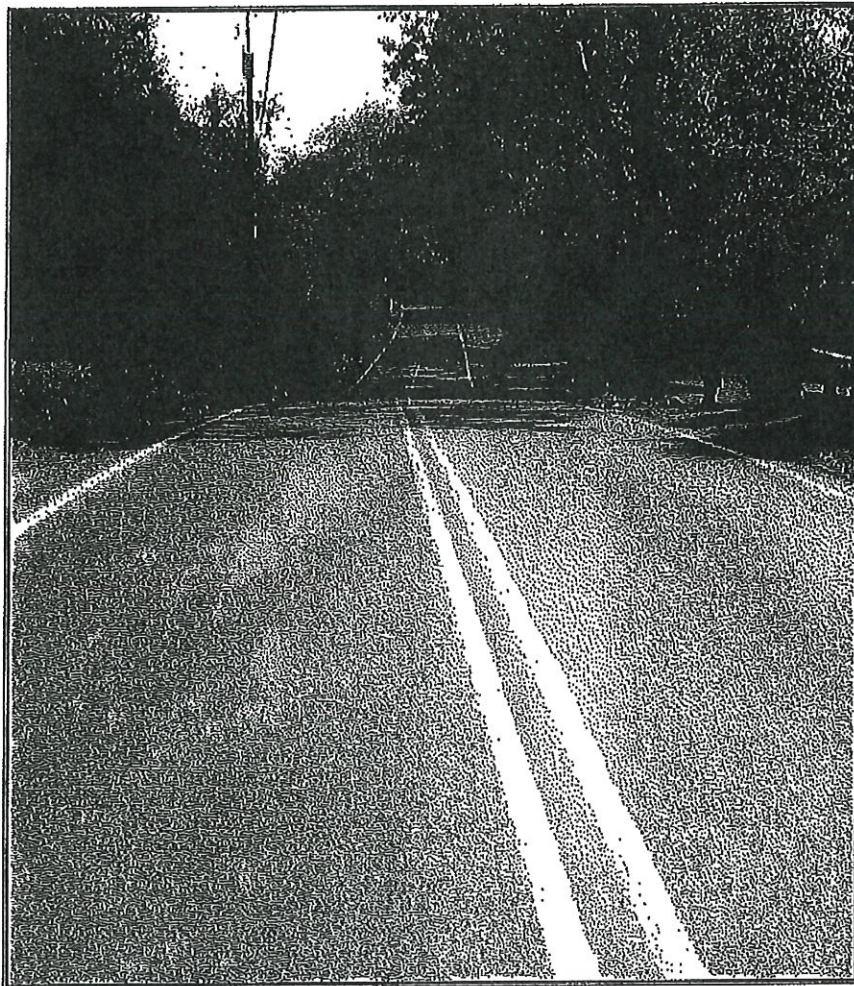
Figures or Additional Comments:

All work guaranteed for three months under normal conditions unless contractor specifies otherwise. We do not guarantee against vegetation, drainage water, puddles, hairline cracks, or prints made by vehicles or other objects. Seal coating is an additional cost. Our prices do not concern other contractor's prices or opinions. Payment is required upon completion. All checks must be payable through a local bank. If customer cancels order or delays start date any time after signing this contract, 25% of original payment is required for breakage. No money refunds. Any modifications done by anyone not associated with Roadway Blacktop will void the warranty.

MAKE CHECKS PAYABLE TO TIMMY JEFFERY

EXHIBIT C

PAPA



PENNSYLVANIA ASPHALT PAVEMENT ASSOCIATION

**3540 North Progress Avenue
Suite 206
Harrisburg, PA 17110-9637**

Tel.: 717-657-1881

Fax: 717-657-0687

E-mail: papa@pahotmix.org

Website: www.pahotmix.org

"Providing Quality Service to Pennsylvania's Hot-Mix Asphalt Industry"

MODEL SPECIFICATIONS FOR SMALL PAVING JOBS

SPECIFICATIONS FOR PAVING

A. _____ WITH FULL-DEPTH ASPHALT CONCRETE*

1. **Scope:** Furnish and construct a Full-Depth asphalt pavement structure for a _____ as specified.

A. GENERAL REQUIREMENTS

2. **Establishment of Grades:*** Grades shall be (will be) established by the contractor (owner) and the grade stakes shall be (will be) set to the desired elevation by the contractor (owner). In establishing the grades due allowances shall be (will be) made for existing improvements, proper drainage, adjoining property rights and good appearance.
3. **Preparation of Subgrade:*** All debris, vegetation, or other perishable materials shall be removed from the job site, except for trees or shrubs designated for preservation. The site to be paved shall be graded to the required section and all excess material removed from the location of the work. Material in soft spots shall be removed to the depth required to provide a firm foundation and shall be replaced with a material equal to, or better than, the best subgrade material on the site. The entire subgrade area shall be thoroughly compacted at the lowest moisture content at which a handful of the soil can be molded by a firm closing of the hand. The surface of the subgrade after compaction shall be hard, uniform, smooth, and true to grade and cross-section. If specified by the owner or his engineer prior to placing the base course, designated subgrade areas shall be treated with a soil sterilant at the rate specified by the manufacturer to prevent the growth of weeds. If specified, the subgrade shall be primed.
4. **Thickness of Structure:** On the prepared subgrade a plant-mixed asphalt base shall be laid in _____ course(s) to a compacted thickness of _____ millimeters (_____ inches). Placing of the plant-mixed asphalt surface course shall follow and be laid in a single course to a compacted thickness of _____ millimeters (_____ inches).
5. **Tack Coat:*** If specified by the owner (engineer), a tack coat shall be _____ asphalt applied at the rate of _____ litre/m² (_____ gallons per square yard).
6. **Equipment, Materials, and Labor:*** The contractor shall provide the necessary equipment, materials, and labor to complete the job acceptable to the owner. Variations in the size and amount of equipment will depend on the size of the area being paved.
7. **Sampling and Testing:** If specified by the owner (engineer) the contractor shall furnish for test and analysis representative samples of the materials to be used in the work. Alternatively, if specified by the owner (engineer), the contractor shall provide certification that material furnished is in accordance with the contract. Sampling and testing shall be in accordance with the latest revisions of the American Association of State Highway and Transportation Officials (AASHTO) or the American Society for Testing and Materials (ASTM) Standard procedures for sampling and testing the materials being used in the project.
8. **Smoothness:** The surface of the completed work, when tested with a 3-m (10-foot) straightedge, shall not contain irregularities in excess of 6mm (¼ in.)

* See Notes to the Owner (Engineer).

B. MATERIALS

9. **Asphalt:** The asphalt for the plant mix shall be (type and grade) as specified by the owner (engineer) prior to the letting of the contract. The asphalt material for priming the subgrade shall be (type and grade) as specified prior to the letting of the contract. The asphalt material selected shall meet the requirements of the applicable table in Specifications for Paving and Industrial Asphalts (SS-2), the Asphalt Institute. A certificate of compliance with the specifications of the asphalt will be acceptable.
10. **Mineral Aggregate: Asphalt Plant-Mix Base and Surface**
- (1) The mineral aggregate for asphalt plant-mix shall consist of coarse aggregate, fine aggregate, and, if needed, mineral filler. The coarse aggregate shall be sound, angular crushed stone, crushed gravel, or crushed slag. Uncrushed coarse aggregate may be used in base course mixtures if the mixture meets all design criteria. The fine aggregate shall be well graded, moderately sharp to sharp sands.
- (2) The mineral aggregate and asphalt shall be combined in a mixing plant to meet the following gradations for asphalt concrete base and surface, as specified by the engineer prior to the letting of the contract.

Base and Surface Sieve Size	*Percent Passing by Weight
25.0mm (1 in.)	_____
19.0mm (3/4 in.)	_____
9.5mm (3/8 in.)	_____
4.75mm (No. 4)	_____
2.36mm (No. 8)	_____
600µm (No. 30)	_____
300µm (No. 50)	_____
150µm (No. 100)	_____
75µm (No. 200)	_____
Asphalt (percent by weight of total mix)	_____

C. CONSTRUCTION

11. **Spreading Base and Surface Courses: Asphalt Base and Surface**
- (1) For all areas of more than 840m² (1,000 square yards), asphalt base and surface courses shall be spread and struck off with a paver. Any irregularities in the surface of the pavement course shall be corrected directly behind the paver. Excess material forming high spots shall be removed with a shovel or a lute. Indented areas shall be filled with hot mix and smoothed with a lute or the edge of a shovel being pulled over the surface. Casting of mix over such areas shall not be permitted.
- (2) If it is impractical to use a paver or spreader box in areas of 840m² (1,000 square yards) or less, asphalt base and surface courses may be spread and finished by hand. Wood or steel forms, rigidly supported to ensure correct grade and cross-section, may be used. Placing by hand shall be performed carefully to avoid segregation of the mix. Broadcasting of the material shall not be permitted. Any lumps that do not break down readily shall be removed.
12. **Compaction, Asphalt Base and Surface:** Rolling shall start as soon as the hot-mix material can be compacted without displacement. Rolling shall continue until thoroughly compacted and all roller marks have disappeared.
- In areas too small for the roller, a vibrating plate compactor or hand tamper shall be used to achieve thorough compaction.

* Figures to be filled in. See Item 7, Notes to the Owner (Engineer).

13. Method of Measurement: The quantities to be paid for will be as follows:

(1) *Preparation of Subgrade*—Total number of square metres (square yards) of subgrade actually prepared for covering with base material.

(2) *Asphalt Mixture*—Total number of tonnes (tons) of asphalt mixture actually incorporated into the work.

14. Basis of Payment: The quantities enumerated in Section 13 will be paid for at the contract unit price bid for each item or at a lump-sum price bid for the job. Payment will be in full compensation for furnishing, hauling, and placing materials, for rolling, and for all labor and use of equipment, tools, and incidentals necessary to complete the work in accordance with these specifications.

NOTES TO THE OWNER (ENGINEER)

1. This specification is applicable for such small paving jobs as

Parking Areas 4200m² (5,000 square yards) or less
Driveways
Service Stations
Bicycle Paths
Golf Cart Paths
Sidewalks.

2. Full-Depth asphalt pavements are recommended for greater strength and durability.

3. **Article 2. Establishment of Grades**—If the contractor is to establish the grades, delete "will be" and "owner" wherever they appear in the first sentence. If the owner is to establish grades, delete "shall be" and "contractor".

4. **Article 5. Tack Coat**—From 0.25 to 0.7 litre/m² (0.05 to 0.15 gal/yd²) of diluted SS-1, SS-1h, CSS-1 or CSS-1h is recommended. The asphalt emulsion should be diluted with equal parts of water.

5. **Article 6. Equipment**—If the job is under the supervision of an engineer, the engineer should approve those pieces of equipment applicable to the job to which the specification will apply.

6. **Article 10. Mineral Aggregate—Asphalt Plant-Mix Base and Surface**—Asphalt mixes meeting the requirements of ASTM Standard Specification D 3515 are recommended. Asphalt mixes specified by local public agencies may be used if they have a history of satisfactory performance. Contact an Asphalt Institute engineer for information on local mixes.

* See Notes to the Owner (Engineer).