

IN THE LUZERNE COUNTY COURT OF COMMON PLEAS CIVIL ACTION

**COMMONWEALTH OF PENNSYLVANIA,
By ATTORNEY GENERAL JOSH SHAPIRO**

PLAINTIFF,

v.

**METAL ROOFS USA, CORP.
d/b/a We Do Metal Roofs,
d/b/a WeDoMetalRoofs.com and
d/b/a WeDoMetalRoofs.net;**

and

**ROCKWORKS USA, CORP.
d/b/a Bedrock USA and
d/b/a Spade Crete;**

and

**MASTER FORCE CONSTRUCTION, CORP.
d/b/a Fox Home Improvement Network,
d/b/a Spade Crete
d/b/a We Do Metal Roofs,
d/b/a WeDoMetalRoofs.com, and
d/b/a WeDoMetalRoofs.net;**

and

**MASTER FORCE EASTERN PA, INC.
d/b/a Spade Crete
d/b/a We Do Metal Roofs,
d/b/a WeDoMetalRoofs.com, and
d/b/a WeDoMetalRoofs.net;**

and

**MICHAEL BLOOM, individually and as
President and Operator of
METAL ROOFS USA, CORP.
and as President of ROCKWORKS USA, CORP.**

and

ROBERT DeHARDER, individually and as Member

COMPLAINT IN EQUITY

Case No.: 202006322

and Operator of MASTER FORCE	:
CONSTRUCTION, CORP.	:
and as Member and Operator of	:
MASTER FORCE EASTERN PA, INC.	:
and as Member and Operator of	:
METAL ROOFS USA, CORP.	:
and as Member and Operator of	:
ROCKWORKS USA, CORP.	:
	:
and	:
	:
CORRINE KLOSE, individually and as President	:
of MASTER FORCE CONSTRUCTION, CORP.	:
	:
and	:
	:
ADRIANA W. DeHARDER, individually and as	:
President of MASTER FORCE EASTERN PA, INC.	:
	:
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 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 OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

AVISO

A USTED SE LE HA DEMANDADO EN LA CORTE. Si usted quiere defenderse contra la demanda expuesta en las siguientes páginas, tiene que tomar acción en un plazo de veinte (20) días después que reciba esta demanda y aviso, por presentar una notificación de comparecencia escrita personalmente o por un abogado y radicar por escrito en la Corte sus defensas u objeciones a las demandas presentadas en su contra. Se le advierte que si falla en hacerlo, el caso podría seguir adelante sin usted y un fallo podría ser dictado en su contra por la Corte sin previo aviso por cualquier dinero reclamado en la demanda o por cualquier otro reclamo o desagravio pedido por el/la demandante. Puede que usted pierda dinero o propiedad u otros derechos importantes para usted.

USTED DEBE LLEVAR ESTE DOCUMENTO A SU ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO, DIRÍJASE O LLAME POR TELÉFONO A LA OFICINA CUYA DIRECCIÓN SE ENCUENTRA ABAJO. ESTA OFICINA PUEDE PROVEERLE CON INFORMACIÓN SOBRE COMO CONTRATAR UN ABOGADO. SI NO TIENE LOS FONDOS SUFICIENTES PARA CONTRATAR UN ABOGADO, ESTA OFICINA PODRÍA PROPORCIONARLE INFORMACIÓN ACERCA DE AGENCIAS QUE PUEDAN OFRECERLES SERVICIOS LEGALES A PERSONAS QUE REÚNAN LOS REQUISITOS A UN HONORARIO REDUCIDO O GRATIS.

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(570) 455-9512
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(570) 455-3625 Fax

:
: **COMPLAINT IN EQUITY**

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: Case No.:	202006322
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and	:
	:
MICHAEL BLOOM, individually and as	:
President and Operator of	:
METAL ROOFS USA, CORP.	:
and as President of ROCKWORKS USA, CORP.	:
	:
and	:
	:
ROBERT DeHARDER, individually and as Member	:
and Operator of MASTER FORCE	:
CONSTRUCTION, CORP.	:
and as Member and Operator of	:
MASTER FORCE EASTERN PA, INC.	:
and as Member and Operator of	:
METAL ROOFS USA, CORP.	:
and as Member and Operator of	:
ROCKWORKS USA, CORP.	:
	:
and	:
	:
CORRINE KLOSE, individually and as President	:
of MASTER FORCE CONSTRUCTION, CORP.	:
	:
and	:
	:
ADRIANA W. DeHARDER, individually and as	:
President of MASTER FORCE EASTERN PA, INC.	:
	:
DEFENDANTS,	:

COMPLAINT

AND NOW, comes the Commonwealth of Pennsylvania, Office of Attorney General, by Attorney General Josh Shapiro (“Commonwealth” and/or “Plaintiff”), which brings this action against Metal Roofs USA, Corp. (“Metal Roofs USA” and/or collectively as one of the Defendants), Rockworks USA, Corp. (“Rockworks USA” and/or collectively as one of the Defendants), Master Force Construction Corp. (“Master Force Construction” and/or collectively as one of the Defendants), Master Force Eastern PA, Inc. (“Master Force Eastern” and/or

collectively as one of the Defendants), Michael Bloom, individually and as President and Operator of Metal Roofs USA, Corp. and as President of Rockworks USA Corp. (“Bloom” and/or collectively as one of the Defendants), Robert DeHarder, individually and as Member and Operator of Metal Roofs USA, Corp., as Member and Operator of Master Force Construction Corp., as Member and Operator of Master Force Eastern PA, Inc., and as Member and Operator of Rockworks USA Corp. (“DeHarder” and/or collectively as one of the Defendants); Corrine Klose, individually and as President of Master Force Construction, Corp. (“Klose” and/or collectively as one of the Defendants), and Adriana W. DeHarder individually and as the President of Master Force Eastern PA, Inc. (“A.W. DeHarder” and/or collectively as one of the Defendants), pursuant to the provisions of the Pennsylvania *Unfair Trade Practices and Consumer Protection Law*, 73 P.S. §§ 201-1 – 201-9.2 (“Consumer Protection Law”), to restrain by permanent injunction unfair methods of competition or unfair or deceptive acts or practices in the conduct of any trade or commerce, declared unlawful by the Consumer Protection Law.

The Commonwealth believes that the public interest is served by seeking a permanent injunction from this Honorable Court to restrain the methods, acts and practices of the Defendants. The Commonwealth believes that the citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices complained of herein are permanently enjoined. The Commonwealth also seeks restitution pursuant to Section 201-4.1 of the Consumer Protection Law. Additionally, the Commonwealth seeks appropriate civil penalties pursuant to Section 201-8(b) of the Consumer Protection Law for all willful violations of said law, costs and other appropriate equitable relief as redress for violations of the Consumer Protection Law, as set forth herein.

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

JURISDICTION

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

VENUE

2. Venue lies with this Honorable Court pursuant to Rule 1006(a)(1) and 2179 of the Pennsylvania Rules of Civil Procedure.

PARTIES

3. Plaintiff is the Commonwealth of Pennsylvania, Office of Attorney General, by Attorney General Josh Shapiro, located at 15th Floor, Strawberry Square, Harrisburg, Pennsylvania 17120.

4. Defendants Metal Roofs USA and Rockworks USA are Pennsylvania Corporations registered with the Pennsylvania Department of State, Bureau of Corporations and Charitable Organizations: Corporations Section (“Corporations Bureau”), with a registered address and principle place of business at 185 AJK Boulevard, Suite 137, Lewisburg, Union County, Pennsylvania, 17837.

5. Defendant Master Force Construction is a Pennsylvania Corporation registered with the Corporations Bureau, with a registered address at and, at all relevant times, conducted business from 209 Fairview Drive, Lewisburg, Union County, Pennsylvania, 17837, under the registered fictitious name Fox Home Improvement Network and the unregistered fictitious name Spade Crete.

6. Defendant Master Force Eastern PA is a Pennsylvania Corporation registered with the Corporations Bureau, with a registered address at and, at all relevant times, conducted business from 23 Derr Drive, Suite 28, Lewisburg, Union County, Pennsylvania, 17837.

7. Defendants Metal Roofs USA, Master Force Construction and Master Force Eastern PA conduct business under the unregistered fictitious names We Do Metal Roofs, WeDoMetalRoofs.com and WeDoMetalRoofs.net.

8. Defendant Rockworks USA conducts business under the unregistered fictitious name Bedrock USA and, along with Defendants Master Force Construction and Master Force Eastern PA, conducts business under the unregistered fictitious names Spade Crete.

9. Defendant Michael Bloom, an adult individual, currently resides at and, at all relevant times, conducted business from 117 Turnpike Milesburg, Centre County, Pennsylvania, and is the President and Operator of Metal Roofs USA and President of Rockworks USA.

10. Defendant Robert DeHarder, an adult individual with a last known address of 5171 River Road, Post Office Box 14511, Northumberland County, Pennsylvania, is a Member and Operator of Master Force Construction, Metal Roofs USA and Rockworks USA.

11. Defendant Klose is an adult individual who currently resides at 209 Fairview Drive, Lewisburg, Union County, Pennsylvania and is the President of Master Force Construction.

12. Defendant A.W. DeHarder is an adult individual with a last known address located at Post Office 573 Lewisburg, Union County, Pennsylvania and is the President of Master Force Eastern PA.

BACKGROUND

13. At all times relevant and material hereto, Defendants engaged in trade and commerce within the Commonwealth of Pennsylvania by advertising, marketing, offering, selling and performing home improvements, as that term is defined in Section 517.2 of the *Home Improvement Consumer Protection Act*, 73 P.S. § 517.1, *et seq.* (“HICPA”), § 517.2, specifically

including, but not limited to, installation of metal roofs and concrete overlay.

14. On or about May 19, 2009, Defendant Klose registered Master Force Construction as a home improvement contractor business with the Pennsylvania Office of Attorney General, Bureau of Consumer Protection (“Bureau”), and was assigned registration number PA010396, which was renewed on July 3, 2015, terminated on July 3, 2017 and was never renewed.

15. On or about February 12, 2013, Defendant A.W. DeHarder registered Master Force Eastern as a home improvement contractor business with the Bureau and was assigned registration number PA98059, which was renewed on February 12, 2015, terminated on February 12, 2017 and never renewed.

16. On or about November 2, 2014, Defendant Bloom registered Metal Roofs USA as a home improvement contractor business with the Bureau and assigned registration number PA112472, which was renewed on November 23, 2016, expired on November 23, 2018 and was never renewed.

17. On or about November 2, 2014, Defendant Bloom registered Rockworks USA as a home improvement contractor business with the Bureau, was assigned registration number PA112473, the registration expired on November 2, 2016 and was never renewed.

18. At all times relevant and material hereto, Defendant Klose and Defendant DeHarder approved, endorsed, directed, ratified, controlled and/or otherwise participated in the conduct alleged herein and the practices and operations conducted through Master Force Construction.

19. At all times relevant and material hereto, Defendants Bloom and DeHarder approved, endorsed, directed, ratified, controlled and/or otherwise participated in the conduct

alleged herein and the practices and operations conducted through Metal Roofs USA and Rockworks USA.

20. The Commonwealth believes and therefore avers that, at all times relevant and material hereto, Defendant A.W. DeHarder, individually and as President of Master Force Eastern, approved, endorsed, directed, ratified, controlled and/or otherwise participated in the conduct alleged herein and the practices and operations conducted through Master Force Eastern by registering as the President of Master Force Eastern with the Corporations Bureau, registering Master Force Eastern as a home improvement contractor with the Commonwealth and identifying herself as the primary contact and the President of Master Force Eastern.

21. At all times relevant and material hereto, Defendants A.W. DeHarder, DeHarder and Bloom approved, endorsed, directed, ratified, controlled and/or otherwise participated in the conduct alleged herein and the practices and operations conducted through Master Force Eastern.

22. On or about July 9, 2019, Defendant Bloom registered Keystone Lift and Elevator as a home improvement contractor business with the Bureau and was assigned registration number PA149515, which is set to expire in July 9, 2021.

23. As set forth below, the conduct and practices of Defendants have violated and, upon information and belief, continue to violate the Consumer Protection Law and the HICPA as alleged more fully herein.

24. The Commonwealth has received numerous consumer complaints regarding Defendants' business practices, some of which were filed by, or on behalf of, citizens that are age sixty (60) years or over.

25. Upon information and belief and at all relevant times hereto, Defendants solicited Pennsylvania consumers for Defendants to conduct home improvement services.

26. For example, a Pennsylvania consumer received a print, mailed post-card solicitation (“Postcard”) from WeDoMetalRoofs.com for “Free Quotes” and “Easy Pay Plans” to install metal roofs. A true and correct copy of the Postcard is attached hereto and incorporated herein as Exhibit A.

27. At all times relevant and material hereto, Defendants, through “We Do Metal Roofs,” also advertised home improvement services, specifically the installation of metal roofs, on their YouTube channel, “We Do Metal Roofs,” which was created on or about July 21, 2014, representing the following¹:

“...We Do Metal Roofs offers free estimates. Don't be confused by imitators! We Do Metal Roofs is the only company that provides metal roof estimates backed by a 40 year manufacturer's warranty...”

and

“...if you allow us to professional install a metal roof, it will last a lifetime...”²

“...a down payment is never required...”³

28. On or about August 30, 2012, “Spade Crete” published a video on YouTube advertising “Partner Wanted!”⁴

29. The August 30, 2012 Spade Crete YouTube video aims to obtain investors, mostly individuals who are retired and looking for a second career, stating the following:

“Are you like a great many people, retired young but not ready to retire in search of a safe business venture? We just may have the answer for you. No dealership or franchising fees. No product to purchase just a straight 50-50 partnership locally with the parent company. Please watch our short video and contact us if there is interest on your part.”⁵

¹ <https://www.youtube.com/user/WeDoMetal>

² <https://www.youtube.com/watch?v=PXA9nMo7W2s>

³ https://www.youtube.com/watch?v=G-R91qX_l4w

⁴ <https://www.youtube.com/watch?v=1eISSCRPTvA>

⁵ Id.

30. Defendant Klose appears on the August 30, 2012 YouTube Video and endorses Spade Crete by stating the following:

“Hello, my name is Corrine Klose. I was a registered nurse for almost 40 years and then I found Spade Crete. Becoming a local partner provides you with the opportunity to meet upscale customers, have fun and earn a superior income. As a second career choice, Spade Crete is a wise decision. I would be more than happy to share my experience with you.”⁶

31. In many instances, consumers alleged that they contacted Spade Crete, for cement overlay, and We Do Metal Roofs, WeDoMetalRoofs.com or WeDoMetalRoofs.net, for a metal roof install, met with Bloom or DeHarder and thereafter contracted with either Metal Roofs USA, Master Force Construction, Master Force Eastern or Rock Works USA.

32. The following is a sample of the complaints consumers filed with the Commonwealth against the Defendants:

- a. A consumer from Lycoming County contacted We Do Metal Roofs to install a metal roof on his residence and met with Defendant Bloom for the estimate. On or about September 18, 2013, the consumer entered into a contract with Defendant Master Force Eastern to install the metal roof. A true and partially redacted copy of the contract is attached hereto and incorporated herein as Exhibit B. The consumer paid the Defendant \$10,000.00 as a down payment on a \$20,750.00 contract. The September 18, 2013 contract also provided for a 40-year warranty on the material and 35-year warranty on the installation of the roof. On or about April 2017, a leak developed in two separate places in the consumer’s ceiling as a result of the roof leaking. The consumer contacted Defendants Master Force Eastern and Bloom numerous times and was unable to speak to anyone or have anyone return his calls. The consumer filed a consumer complaint with the Bureau. The consumer requested that the roof be repaired and the ceiling tiles in his house be replaced, or to refund the consumer his money to have a third party fix the roof and ceiling tiles. The Commonwealth believes the consumer’s complaint remains unresolved.

⁶ Id.

- b. A senior citizen from Schuylkill County contacted We Do Metal Roofs to inquire about a metal roof installation for her residential property. On or about July 7, 2015, the consumer met with Defendant Bloom at her residence for an estimate and signed a home improvement contract with Defendant Metal Roofs USA to install a metal roof. A partially redacted copy of the contract is attached hereto and incorporated herein as Exhibit C. The consumer paid an upfront, excessive deposit of \$18,000.00 out of a total contract price of \$36,000.00. On July 8, 2015, the consumer mailed a Notice of Cancellation to the Defendants and sought the refund of the \$18,000.00 down payment. A partially redacted copy of the Notice of Cancellation is attached hereto and incorporated herein as Exhibit D. Approximately one week after mailing the Notice of Cancellation, the consumer spoke with Defendant DeHarder, who informed her that the consumer will not receive a refund. The consumer called the bank to cancel the check and found out the check was cashed on July 8, 2015. The consumer filed a consumer complaint with the Commonwealth seeking a refund of the deposit, which to date has not been refunded.
- c. A senior citizen from Monroe County contacted We Do Metal Roofs to install a metal roof. On or about December 8, 2015, the consumer met with Defendant Bloom for the estimate and thereafter entered into a contract with Defendant Metal Roofs USA for the installation of a metal roof. A true and partially redacted copy of the contract is attached hereto and incorporated herein as Exhibit E. The consumer paid a \$20,000.00 down payment out of the total contract price of \$26,000.00. A true and partially redacted copy of the check is attached hereto and incorporated herein as Exhibit F. Defendant Bloom took weeks to provide a sample and, after many weeks of no further contact, Defendant was not responsive to the consumer's attempts to contact Defendant Bloom. At some point thereafter, Defendant Bloom informed the consumer that he no longer worked at Metal Roofs USA and the consumer should contact Defendant DeHarder. The consumer was also unable to reach Defendant DeHarder. The consumer filed a consumer complaint with the Commonwealth seeking a refund of the down payment for a roof that has never been installed nor refunded to date.

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

34. On April 6, 2020 and May 22, 2020, Defendant DeHarder pled guilty to home

improvement fraud related offenses, including receiving stolen property, receiving advanced payments for services and failing to perform, theft by deception and conspiracy, and was ordered to pay restitution to victims whom also filed consumer complaints with the Commonwealth, *Commonwealth v. DeHarder*, Lycoming C.C.C.P. Docket Nos. CR-204-2020, CR-0000704-2020 and CR-0000716-2020 and *Commonwealth v. DeHarder*, Luzerne C.C.C.P. Docket Nos. CR-0003271-2017, CP-40-CR-0000696-2019, and CP-40-CR-0000697-2019.

35. Defendant Bloom has pending criminal charges related to home improvement fraud including, receiving advanced payments for services and failing to perform, theft by deception, receiving stolen property and conspiracy to receiving advanced payments for services and failing to perform, *Commonwealth v. Bloom*, Luzerne C.C.C.P. Docket Nos. CR-0003271-2017, CR-0000696-2019, and CR-0000697-2019.

36. At all times relevant and material hereto, the unlawful methods, acts and practices complained of herein have been willfully used by Defendants.

37. 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 the Defendants, as complained of herein and as hereinafter set forth.

COUNT I– VIOLATIONS OF THE CONSUMER PROTECTION LAW AND HICPA
RECEIVING ADVANCED PAYMENTS AND FAILING TO BEGIN OR COMPLETE
THE CONTRACTED HOME IMPROVEMENT SERVICES

38. The averments and allegations of the preceding paragraphs are incorporated as though the same were fully set forth herein.

39. Consumers contracted with Defendants to perform home improvements for their residences.

40. Section 517.8(a)(2) of HICPA prohibits receiving any advance payment for

performing home improvement services or providing home improvement materials and failing to perform or provide such services or materials when specified in the contract and failing to return the payment received for such services or materials which were not provided by that date. 73 P.S. § 517.8(a)(2).

41. At all times relevant and material hereto, Defendants Metal Roofs USA, Master Force Construction, and Master Force Eastern misrepresented to consumers that “a down payment is never required.”⁷

42. In most instances, Defendants required consumers to make a down payment before the work was commenced for more than fifty percent (50%) of the contract price.

43. In most instances, consumers paid down payments to Defendants before Defendants began any work under the contract.

44. In some instances, Defendants received advance payments for performing home improvement services or providing home improvement materials and subsequently failed to perform such services or provide such materials when specified in the contract.

45. In one instance, a consumer entered into a contract with Metal Roofs USA for the installation of a metal roof, made a \$20,000.00 down payment on a \$26,000.00 contract and Defendants failed to commence the work or refund the consumer their money. *See* Exhibits E and F.

46. In one instance, a consumer entered into a contract for the installation of a metal roof, downspouts and gutters and paid the Defendant Metal Roofs USA \$16,500.00 for the work, and Defendant subsequently failed to complete the contracted-for work after receiving full payment.

⁷ https://www.youtube.com/watch?v=G-R91qX_l4w

47. In many instances, Defendants failed to refund to consumers payments received for such services not performed or materials not provided.

48. Under Section 517.9(5) of HICPA, “[n]o person shall abandon or fail to perform, without justification, any home improvement contract or project engaged in or undertaken by a contractor.” 73 P.S. § 517.9(5).

49. Defendants abandoned or failed to perform, without justification, home improvement contracts or projects engaged in or undertaken by Defendants.

50. In some instances, Defendants began home improvement projects but failed to complete the work stated in the contract without justification.

51. Defendants failed to refund to consumers the advanced payments received after abandoning the home improvement projects.

52. The aforesaid methods, acts and practices of Defendants constitute unfair methods of competition and unfair or deceptive acts or practices as prohibited by Sections 517.8 and 517.9 of HICPA, including, but not limited to the following:

- a. Receiving any advance payment for performing home improvement services or providing home improvement materials and failing to perform or provide such services or materials when specified in the contract...and failing to return the payment received for such services or materials which were not provided by that date, in violation of Section 517.8(a)(2) of HICPA; and
- b. Abandoning or failing to perform, without justification, any home improvement contract or project engaged in or undertaken by a contractor, in Violation of Section 517.9(5) of HICPA.

73 P.S. §§ 517.8(a)(2) and 517.9(5).

53. A violation of HICPA is deemed to be a violation of the Consumer Protection Law. 73 P.S. § 517.10.

54. The aforesaid methods, acts or practices constitute unfair methods of competition and unfair acts or practices in the conduct of trade or commerce prohibited by Section 201-3 of

the Consumer Protection Law, as defined by Section 201-2(4) of said Law, including, but not limited to, the following:

- a. 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 Section 201-2(4)(v) of the Consumer Protection Law;
- b. 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 Section 201-2(4)(vii) of the Consumer Protection Law;
- c. Advertising goods or services with intent not to sell them as advertised in violation of Section 201-2(4)(ix) of the Consumer Protection Law, ; and
- d. Engaging in any other fraudulent or deceptive conduct which creates likelihood of confusion or of misunderstanding, in violation of Section 201-2(4)(xxi) of the Consumer Protection Law.

73 P.S. § 201-(2)(4)(v), (vii), (ix) and (xxi).

55. At all times relevant and material hereto, the individual Defendants approved, endorsed, directed and controlled the business practices and operations through the corporate entities thereby making all Defendants liable for the conduct mentioned herein.

56. The Commonwealth alleges that, at all times relevant hereto, all of the methods, acts and practices described above were performed willfully by Defendants.

57. The Commonwealth believes that the public interest is served by seeking before this Court a permanent injunction to restrain the methods, acts and practices described herein, as well as seeking restitution for consumers and civil penalties for violation of the law.

58. The Commonwealth believes that citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices complained of herein are permanently enjoined.

WHEREFORE, the Commonwealth of Pennsylvania respectfully requests that this Honorable Court issue an Order:

A. Declaring Defendants' conduct as described herein above to be in violation of the Consumer Protection Law and HICPA;

B. Permanently enjoining Defendants and all other persons acting on their behalf, directly or indirectly, from violating the Consumer Protection Law and HICPA, and any amendments thereto, including but not limited to:

1. 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 Section 201-2(4)(v) of the Consumer Protection Law; 73 P.S. § 201-(2)(4)(v);
2. 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 Section 201-2(4)(vii) of the Consumer Protection Law; 73 P.S. § 201-(2)(4)(vii);
3. Advertising goods or services with intent not to sell them as advertised in violation of Section 201-2(4)(ix) of the Consumer Protection Law, 73 P.S. § 201-(2)(4)(ix);
4. Engaging in any other fraudulent or deceptive conduct which creates likelihood of confusion or of misunderstanding, in violation of Section 201-2(4)(xxi) of the Consumer Protection Law, 73 P.S. § 201-2(4)(xxi);
5. Receiving any advance payment for performing home improvement services or providing home improvement materials and failing to perform or provide such services or materials when specified in the contract...and failing to return the payment received for such services or materials which were not provided by that date, in violation of Section 517.8(a)(2) of HICPA, 73 P.S. § 517.8(a)(2); and
6. Abandoning or failing to perform, without justification, any home improvement contract or project engaged in or undertaken by a contractor, in violation of Section 517.9(5) of HICPA, 73 P.S. § 517.9(5).

C. Directing Defendants to make full restitution, pursuant to Section 201-4.1 of the Consumer Protection Law, 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 and HICPA;

D. Directing Defendants to pay to the Commonwealth civil penalties of One Thousand and 00/100 Dollars (\$1,000.00) for each instance of a past or present violation of the Consumer Protection Law and HICPA, and Three Thousand and 00/100 Dollars (\$3,000.00) for each instance of a past or present violation of the Consumer Protection Law and HICPA involving consumers age sixty (60) or older as victims;

E. Permanently enjoining Defendants, in any capacity, from doing business in the Commonwealth of Pennsylvania as home improvement contractors, as defined in HICPA, enjoining Defendants from applying for registration with the Bureau as home improvement contractors under HICPA and enjoining Defendants from directing another to register on their behalf as home improvement contractors and/or submit on their behalf an application under HICPA;

F. Revoking the active home improvement contractor registration number PA149515 belonging to Defendant Bloom;

G. Requiring Defendants to pay the Commonwealth's investigation and litigation costs in this matter; and

H. Granting such other general, equitable and/or further relief as the Court deems just and proper.

COUNT II – VIOLATIONS OF THE CONSUMER PROTECTION LAW

**DEFENDANT FAILED TO COMPLETE CONTRACTED REPAIRS OR PROJECTS IN
A PROFESSIONAL, WORKMANLIKE MANNER**

59. The averments and allegations of the preceding paragraphs are incorporated as though the same were fully set forth herein.

60. Consumers contracted with Defendants to perform home improvements for their residences.

61. At all times relevant and material hereto, all Defendants doing business as Spade Crete represented to consumers that the concrete overlays were covered under a ten year warranty.

62. At all times relevant and material hereto, all Defendants doing business as We Do Metal Roofs, WeDoMetalRoofs.com and/or WeDoMetalRoofs.net represented to consumers that the metal roofs were covered under a 40 year warranty on the material and 35 year warranty on the installation.

63. In some instances, the work performed by Defendants was done in an unworkmanlike manner and Defendants failed to remedy the shoddy workmanship.

64. In one instance, a consumer alleged that Defendant Master Force Construction doing business as Spade Crete failed to remedy the substandard work after the concrete overlay began to crack nine months after it was installed.

65. In one instance, a consumer alleged that Defendant Master Force Eastern doing business as We Do Metal Roofs failed to remedy the poorly installed metal roof after it began to leak, which subsequently caused substantial damage to the consumer's home.

66. The aforesaid methods, acts or practices constitute unfair methods of competition and unfair acts or practices in the conduct of trade or commerce prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2(4) of said Law, including, but not limited to, the following:

- a. 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 Section 201-2(4)(v) of the Consumer Protection Law;
- b. 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 Section 201-2(4)(vii) of the Consumer Protection Law; and
- c. Engaging in any other fraudulent or deceptive conduct which creates likelihood of confusion or of misunderstanding, in violation of Section 201-2(4)(xxi) of the Consumer Protection Law.

73 P.S. § 201-(2)(4)(v), (vii) and (xxi).

67. At all times relevant and material hereto, the individual Defendants approved, endorsed, directed and controlled the business practices and operations through the corporate entities thereby making all Defendants liable for the conduct mentioned herein.

68. The Commonwealth alleges that, at all times relevant hereto, all of the methods, acts and practices described above were performed willfully by Defendants.

69. The Commonwealth believes that the public interest is served by seeking before this Court a permanent injunction to restrain the methods, acts and practices described herein, as well as seeking restitution for consumers and civil penalties for violation of the law.

70. The Commonwealth believes that citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices complained of herein are permanently enjoined.

WHEREFORE, the Commonwealth of Pennsylvania respectfully requests that this Honorable Court issue an Order:

A. Declaring Defendants' conduct as described herein above to be in violation of the Consumer Protection Law;

B. Permanently enjoining Defendants and all other persons acting on their behalf, directly or indirectly, from violating the Consumer Protection Law, and any amendments thereto, including, but not limited to:

1. 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 Section 201-2(4)(v) of the Consumer Protection Law, 73 P.S. § 201-2(4)(v);
2. 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 Section 201-2(4)(vii) of the Consumer Protection Law, 73 P.S. § 201-2(4)(vii); and
3. Engaging in any other fraudulent or deceptive conduct which creates likelihood of confusion or of misunderstanding, in violation of Section 201-2(4)(xxi) of the Consumer Protection Law, 73 P.S. § 201-2(4)(xxi).

C. Directing Defendants to make full restitution, pursuant to Section 201-4.1 of the Consumer Protection Law, 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;

D. Directing Defendants to pay to the Commonwealth civil penalties of One Thousand and 00/100 Dollars (\$1,000.00) for each instance of a past or present violation of the Consumer Protection Law, and Three Thousand and 00/100 Dollars (\$3,000.00) for each instance of a past or present violation of the Consumer Protection Law involving consumers age sixty (60) or older as victims;

E. Permanently enjoining Defendants, in any capacity, from doing business in the Commonwealth of Pennsylvania as home improvement contractors, as defined in HICPA, enjoining Defendants from applying for registration with the Bureau as a home improvement contractor under HICPA and enjoining Defendants from directing another to register on their

behalf as home improvement contractors and/or submit on their behalf an application under HICPA;

F. Revoking the active home improvement contractor registration number PA149515 belonging to Defendant Bloom;

G. Requiring Defendants to pay the Commonwealth's investigation and litigation costs in this matter; and

H. Granting such other general, equitable and/or further relief as the Court deems just and proper.

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

**DEFENDANTS TOOK EXCESSIVE DEPOSITS DESPITE ADVERTISING NO
DEPOSITS WERE REQUIRED**

71. The averments and allegations of the preceding paragraphs are incorporated as though the same were fully set forth herein.

72. Consumers contracted with Defendants to perform home improvements for their residences.

73. In many instances, Defendants took an excess of one-third (1/3) of the contract price for home improvement services valued at more than \$5,000.00, and did not return to complete the job or refund the consumer their money.

74. In most instances, Defendants and their written contract required consumers to make a down payment before the work was commenced for more than fifty percent (50%) of the contract price.

75. In most instances, consumers were required to pay a down payment to Defendants after Defendants misrepresented that a down payment on the installation of a metal roof was not

required.

76. In some instances, Defendants received advance payments for performing home improvement services or providing home improvement materials and subsequently failed to perform such services or provide such materials when specified in the contract.

77. In one instance, a consumer entered into a contract with Metal Roofs USA for the installation of a metal roof, and paid a \$20,000.00 down payment on a \$26,000.00 contract, for work which was never commenced and a refund was never issued. *See* Exhibit E and F.

78. Section 517.9(10)(i)(A) of HICPA prohibits receiving a deposit in excess of one-third (1/3) of the home improvement contract in which the total price is more than \$5,000.00. 73 P.S. § 517.9(10)(i)(A).

79. The aforesaid methods, acts and practices of Defendants constitute unfair methods of competition and unfair or deceptive acts or practices as prohibited by Sections 517.8 and 517.9 of HICPA, including but not limited to Section 517.9(10), which prohibits receiving a deposit in excess of one third (1/3) of the home improvement contract price for home improvement contracts that are in excess of \$5,000. 73 P.S. § 517.9(10)(i)(A).

80. A violation of HICPA is deemed to be a violation of the Consumer Protection Law. 73 P.S. § 517.10.

81. The aforesaid methods, acts or practices constitute unfair methods of competition and unfair acts or practices in the conduct of trade or commerce prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2(4) of said Law, including, but not limited to, the following:

- a. 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 Section 201-2(4)(v) of the Consumer Protection Law;
- b. Advertising goods or services with intent not to sell them as advertised in violation of Section 201-2(4)(ix) of the Consumer Protection Law; and
- c. Engaging in any other fraudulent or deceptive conduct which creates likelihood of confusion or of misunderstanding, in violation of Section 201-2(4)(xxi) of the Consumer Protection Law.

73 P.S. § 201-(2)(4)(v), (ix) and (xxi).

82. At all times relevant and material hereto, the individual Defendants approved, endorsed, directed and controlled the business practices and operations through the corporate entities thereby making all Defendants liable for the conduct mentioned herein.

83. The Commonwealth alleges that, at all times relevant hereto, all of the methods, acts and practices described above were performed willfully by Defendants.

84. The Commonwealth believes that the public interest is served by seeking before this Court a permanent injunction to restrain the methods, acts and practices described herein, as well as seeking restitution for consumers and civil penalties for violation of the law.

85. The Commonwealth believes that citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices complained of herein are permanently enjoined.

WHEREFORE, the Commonwealth of Pennsylvania respectfully requests that this Honorable Court issue an Order:

A. Declaring Defendants' conduct as described herein above to be in violation of the Consumer Protection Law and HICPA;

B. Permanently enjoining Defendants and all other persons acting on their behalf, directly or indirectly, from violating the Consumer Protection Law and HICPA, and any amendments thereto, including, but not limited to:

1. 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 Section 201-2(4)(v) of the Consumer Protection Law, 73 P.S. § 201-2(4)(v);
2. Advertising goods or services with intent not to sell them as advertised in violation of Section 201-2(4)(ix) of the Consumer Protection Law, 73 P.S. § 201-2(4)(ix);
3. Engaging in any other fraudulent or deceptive conduct which creates likelihood of confusion or of misunderstanding, in violation of Section 201-2(4)(xxi) of the Consumer Protection Law, 73 P.S. § 201-2(4)(xxi); and
4. Receiving and/or demanding an advanced payment in excess of one-third of the home improvement contract in which the total contract price is more than \$5,000, in violation of Section 517.9(10)(i)(A) of HICPA, 73 P.S. § 517.9(10)(i)(A).

C. Directing Defendants to make full restitution, pursuant to Section 201-4.1 of the Consumer Protection Law, 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 and HICPA;

D. Directing Defendants to pay to the Commonwealth civil penalties of One Thousand and 00/100 Dollars (\$1,000.00) for each instance of a past or present violation of the Consumer Protection Law and HICPA, and Three Thousand and 00/100 Dollars (\$3,000.00) for each instance of a past or present violation of the Consumer Protection Law and HICPA involving consumers age sixty (60) or older as victims;

E. Permanently enjoining Defendants, in any capacity, from doing business in the Commonwealth of Pennsylvania as home improvement contractors, as defined in HICPA,

enjoining Defendants from applying for registration with the Bureau as home improvement contractors under HICPA and enjoining Defendants from directing another to register on their behalf as home improvement contractors and/or submit on their behalf an application under HICPA;

F. Revoking the active home improvement contractor registration number PA149515 belonging to Defendant Bloom;

G. Requiring Defendants to pay the Commonwealth's investigation and litigation costs in this matter; and

H. Granting such other general, equitable and/or further relief as the Court deems just and proper.

COUNT IV – VIOLATIONS OF THE CONSUMER PROTECTION LAW

FAILURE TO HONOR WARRANTY

86. The averments and allegations of the preceding paragraphs are incorporated as though the same were fully set forth herein.

87. In many instances, Defendants doing business as We Do Metal Roofs represented to consumers that the metal roofs were covered under a forty (40) year warranty on the material and thirty-five (35) year warranty on the installation and subsequently failed to honor the warranty after the metal roof began to leak. *See e.g.* Exhibit B.

88. In many instances, Defendants doing business as Spade Crete represented to consumers that the concrete overlays were covered under a ten (10) year warranty and subsequently failed to honor the warranty after the concrete began to crack.

89. Defendants failed to honor the warranty for the consumers and failed to issue refunds or make the necessary repairs covered under the warranty.

90. The aforesaid methods, acts or practices constitute unfair methods of competition and unfair acts or practices in the conduct of trade or commerce prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2(4) of said Law, including, but not limited to, the following:

- a. 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 Section 201-2(4)(v) of the Consumer Protection Law;
- b. 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 Section 201-2(4)(vii) of the Consumer Protection Law;
- c. Advertising goods or services with intent not to sell them as advertised in violation of Section 201-2(4)(ix) of the Consumer Protection Law;
- d. Representing to consumers that the concrete overlay or metal roof was under warranty and failing to honor the warranty given to the consumers, in violation of Section 201-2(4)(xiv) of the Consumer Protection Law; and
- e. Engaging in any other fraudulent or deceptive conduct which creates likelihood of confusion or of misunderstanding, in violation of Section 201-2(4)(xxi) of the Consumer Protection Law.

73 P.S. § 201-(2)(4)(v), (vii), (ix), (xiv) and (xxi).

91. At all times relevant and material hereto, the individual Defendants approved, endorsed, directed and controlled the business practices and operations through the corporate entities thereby making all Defendants liable for the conduct mentioned herein.

92. The Commonwealth alleges that all of the methods, acts and practices described above were performed willfully by Defendants.

93. The Commonwealth believes that the public interest is served by seeking before this Court a permanent injunction to restrain the methods, acts and practices described herein, as well as seeking restitution for consumers and civil penalties for violation of the law.

94. The Commonwealth believes that citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices complained of herein are permanently enjoined.

WHEREFORE, the Commonwealth of Pennsylvania respectfully requests that this Honorable Court issue an Order:

A. Declaring Defendants' conduct as described herein above to be in violation of the Consumer Protection Law;

B. Permanently enjoining Defendants and all other persons acting on their behalf, directly or indirectly, from violating the Consumer Protection Law, and any amendments thereto, including, but not limited to:

1. 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 Section 201-2(4)(v) of the Consumer Protection Law, 73 P.S. § 201-(2)(4)(v);
2. 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 Section 201-2(4)(vii) of the Consumer Protection Law, 73 P.S. § 201-(2)(4)(vii);
3. Advertising goods or services with intent not to sell them as advertised in violation of Section 201-2(4)(ix) of the Consumer Protection Law, 73 P.S. § 201-(2)(4)(ix);
4. Representing to consumers that the concrete overlay or metal roof was under warranty and failing to honor the warranty given to the consumers, in violation of Section 201-2(4)(xiv) of the Consumer Protection Law, 73 P.S. § 201-2(4)(xiv); and
5. Engaging in any other fraudulent or deceptive conduct which creates likelihood of confusion or of misunderstanding, in violation of Section 201-2(4)(xxi) of the Consumer Protection Law, 73 P.S. § 201-2(4)(xxi).

C. Directing Defendants to make full restitution, pursuant to Section 201-4.1 of the Consumer Protection Law, 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;

D. Directing Defendants to pay to the Commonwealth civil penalties of One Thousand and 00/100 Dollars (\$1,000.00) for each instance of a past or present violation of the Consumer Protection Law, and Three Thousand and 00/100 Dollars (\$3,000.00) for each instance of a past or present violation of the Consumer Protection Law involving consumers age sixty (60) or older as victims;

E. Permanently enjoining Defendants, in any capacity, from doing business in the Commonwealth of Pennsylvania as home improvement contractors, as defined in HICPA, enjoining Defendants from applying for registration with the Bureau as home improvement contractors under HICPA and enjoining Defendants from directing another to register on their behalf as home improvement contractors and/or submit on their behalf an application under HICPA;

F. Revoking the active home improvement contractor registration number PA149515 belonging to Defendant Bloom;

G. Requiring Defendants to pay the Commonwealth's investigation and litigation costs in this matter; and

H. Granting such other general, equitable and/or further relief as the Court deems just and proper.

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

FAILURE TO HONOR RIGHT OF RESCISSION

95. The averments and allegations of the preceding paragraphs are incorporated as though the same were fully set forth herein.

96. 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 the date of signing.” 73 P.S. §517.7(b).

97. Section 201-7(a) of the Consumer Protection Law provides, that:

“where goods or services having a sale price of twenty-five dollars (\$25) or more are sold or contracted to be sold to a buyer, as a result of, or in connection with, a contact with or call on the buyer or resident at his residence either in person or by telephone, that consumer may avoid the contract or sale by notifying, in writing, the seller within three full business days following the day on which the contract or sale was made and by returning or holding available for return to the seller, in its original condition, any merchandise received under the contract or sale. Such notice of rescission shall be effective upon depositing the same in the United States mail or upon other service which gives the seller notice of rescission.” 73 P.S. § 201-7(a).

98. At all times relevant and material hereto, Defendants provided consumers with a “Notice of Cancellation” to cancel the transaction within three business days without incurring a penalty or further obligations, and failed to honor the consumers’ Notice of Cancellation.

99. In some instances, consumers paid Defendants a down payment and subsequently mailed the written Notice of Cancellation form to rescind the contract.

100. In some instances, Defendants failed to return the consumers’ down payments and failed to honor the Notice of Cancellation, even in instances where the consumers attempted to rescind the contract within three business days.

101. In one instance, a consumer entered into a contract with Metal Roofs USA for the installation of a metal roof, and paid an \$18,000.00 down payment on a \$36,000.00 contract.

However, the next day the consumer signed and mailed the Notice of Cancellation, but was refused a refund of the \$18,000.00 down payment. *See* Exhibits C and D.

102. The aforesaid methods, acts or practices constitute unfair methods of competition and unfair acts or practices in the conduct of trade or commerce prohibited by Section 517.7(b) of HICPA and Section 201-7(a) and Section 201-3 of the Consumer Protection Law, as defined by Section 201-2(4) of said Law, including, but not limited to, engaging in any other fraudulent or deceptive conduct which creates likelihood of confusion or of misunderstanding, in violation of Section 201-2(4)(xxi) of the Consumer Protection Law. 73 P.S. §§ 517.7(b), 201-7(a), 201-3, and 201-(2)(4)(xxi).

103. At all times relevant and material hereto, the individual Defendants approved, endorsed, directed and controlled the business practices and operations through the corporate entities thereby making all Defendants liable for the conduct mentioned herein.

104. The Commonwealth alleges that all of the methods, acts and practices described above were performed willfully by Defendants.

105. The Commonwealth believes that the public interest is served by seeking before this Court a permanent injunction to restrain the methods, acts and practices described herein, as well as seeking restitution for consumers and civil penalties for violation of the law.

106. The Commonwealth believes that citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices complained of herein are permanently enjoined.

WHEREFORE, the Commonwealth of Pennsylvania respectfully requests that this Honorable Court issue an Order:

A. Declaring Defendants' conduct as described herein above to be in violation of the Consumer Protection Law and HICPA;

B. Permanently enjoining Defendants and all other persons acting on their behalf, directly or indirectly, from violating the Consumer Protection Law and HICPA, and any amendments thereto, including but not limited to:

1. Failing to honor a consumer's right of rescission for contracts having a sale price of twenty-five dollars (\$25) or more, after receiving a written notice of cancelation from a consumer within three full business days following the day on which the contract was made in violation of Section 201-7(a) of the Consumer Protection Law, 73 P.S. § 201-7(a);
2. Engaging in any other fraudulent or deceptive conduct which creates likelihood of confusion or of misunderstanding, in violation of Section 201-2(4)(xxi) of the Consumer Protection Law, 73 P.S. § 201-(2)(4)(xxi); and
3. Failing to rescind the contract without penalty regardless of where the contract was signed, within three business days of the date of signing, in violation of Section 517.7(b) of HICPA, 73 P.S. § 517.7(b).

C. Directing Defendants to make full restitution, pursuant to Section 201-4.1 of the Consumer Protection Law, 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 and HICPA;

D. Directing Defendants to pay to the Commonwealth civil penalties of One Thousand and 00/100 Dollars (\$1,000.00) for each instance of a past or present violation of the Consumer Protection Law and HICPA, and Three Thousand and 00/100 Dollars (\$3,000.00) for each instance of a past or present violation of the Consumer Protection Law and HICPA involving consumers age sixty (60) or older as victims;

E. Permanently enjoining Defendants, in any capacity, from doing business in the Commonwealth of Pennsylvania as home improvement contractors, as defined in HICPA,

enjoining Defendants from applying for registration with the Bureau as home improvement contractors under HICPA and enjoining Defendants from directing another to register on their behalf as home improvement contractors and/or submit on their behalf an application under HICPA;

F. Revoking the active home improvement contractor registration number PA149515 belonging to Defendant Bloom;

G. Requiring Defendants to pay the Commonwealth's investigation and litigation costs in this matter; and

H. Granting such other general, equitable and/or further relief as the Court deems just and proper.

COUNT VI – VIOLATIONS OF THE CONSUMER PROTECTION LAW AND HICPA
DEFENDANT'S CONTRACTS FAILED TO COMPLY WITH THE REQUIREMENTS
OF SECTION 517.7 OF HICPA AND SECTION 201-7 OF THE CONSUMER
PROTECTION LAW

107. The averments and allegations of the preceding paragraphs are incorporated as though the same were fully set forth herein.

108. Under Section 517.7 of HICPA, contracts are not valid or enforceable against consumers unless the home improvement contractor has included specific provisions pertaining to the work to be performed. A contract is invalid and unenforceable unless, among other things:

- a. the contract includes an adequate address of the contractor; 73 P.S. § 517.7(a)(5); and
- b. the contract includes the approximate starting date and completion date; 73 P.S. §§ 517.7(a)(6).

109. At all times relevant and material hereto, Defendants failed to utilize contracts which complied with the requirements of Section 517.7 of HICPA, as more fully detailed in herein above. 73 P.S. §§ 517.7(a)(5) and (6) *infra*.

110. The aforesaid methods, acts and practices of Defendants constitute unfair methods of competition and unfair or deceptive acts or practices as prohibited by Sections 517.7 of HICPA.

111. A violation of HICPA is deemed to be a violation of the Consumer Protection Law. 73 P.S. § 517.10.

112. The aforesaid methods, acts or practices of Defendants constitute unfair methods of competition and unfair or deceptive acts or practices in the conduct of trade or commerce prohibited by Section 201-3, as defined by Section 201-2(4)(xxi) of the Consumer Protection Law. 73 P.S. §§ 201-3 and 201-2(4)(xxi).

113. At all times relevant and material hereto, , the individual Defendants approved, endorsed, directed and controlled the business practices and operations through the corporate entities thereby making all Defendants liable for the conduct mentioned herein.

114. The Commonwealth alleges that all of the methods, acts and practices described above were performed willfully by Defendants.

115. The Commonwealth believes that the public interest is served by seeking before this Court a permanent injunction to restrain the methods, acts and practices described herein, as well as seeking restitution for consumers and civil penalties for violation of the law.

116. The Commonwealth believes that citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices complained of herein are permanently enjoined.

WHEREFORE, the Commonwealth of Pennsylvania respectfully requests that this Honorable Court issue an Order:

A. Declaring Defendants' conduct as described herein above to be in violation of the Consumer Protection Law and HICPA;

B. Permanently enjoining Defendants and all other persons acting on their behalf, directly or indirectly, from violating the Consumer Protection Law and HICPA, and any amendments thereto, including, but not limited to:

1. Engaging in any other fraudulent or deceptive conduct which creates likelihood of confusion or of misunderstanding, in violation of Section 201-2(4)(xxi) of the Consumer Protection Law, 73 P.S. § 201-2(4)(xxi);
2. Failing to provide an adequate address of the contractor in the home improvement contract, in violation of Section 517.7(a)(5) of HICPA, 73 P.S. § 517.7(a)(5); and
3. Failing to include the approximate starting date and completion date in the home improvement contract, in violation of Section 517.7(a)(6) of HICPA, 73 P.S. § 517.7(a)(6).

C. Directing Defendants to make full restitution, pursuant to Section 201-4.1 of the Consumer Protection Law, 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 and HICPA;

D. Directing Defendants to pay to the Commonwealth civil penalties of One Thousand and 00/100 Dollars (\$1,000.00) for each instance of a past or present violation of the Consumer Protection Law and HICPA, and Three Thousand and 00/100 Dollars (\$3,000.00) for each instance of a past or present violation of the Consumer Protection Law and HICPA involving consumers age sixty (60) or older as victims;

E. Permanently enjoining Defendants, in any capacity, from doing business in the Commonwealth of Pennsylvania as home improvement contractors, as defined in HICPA, enjoining Defendants from applying for registration with the Bureau as home improvement contractors under HICPA and enjoining Defendants from directing another to register on their behalf as home improvement contractors and/or submit on their behalf an application under HICPA;

F. Revoking the active home improvement contractor registration number PA149515 belonging to Defendant Bloom;

G. Requiring Defendants to pay the Commonwealth's investigation and litigation costs in this matter; and

H. Granting such other general, equitable and/or further relief as the Court deems just and proper.

COUNT VII- VIOLATION OF THE CONSUMER PROTECTION LAW AND
FICTITIOUS NAMES ACT

117. The averments and allegations of the preceding paragraphs are incorporated as though the same were fully set forth herein.

118. Defendants conducted business and advertised home improvement services in the Commonwealth using the unregistered fictitious names "We Do Metal Roofs," "WeDoMetalRoofs.com," "WeDoMetalRoofs.net," and "Spade Crete."

119. At all times relevant and material hereto, the unregistered fictitious names "We Do Metal Roofs," "WeDoMetalRoofs.com," "WeDoMetalRoofs.net," or "Spade Crete appeared on the home improvement contracts Defendants entered into with Commonwealth consumers.

120. Section 303(b)(1) of the Fictitious Names Act, 54 P.S. § 301, *et seq.* (“Fictitious Names Act”) requires that any entity that conducts business under a fictitious name in the Commonwealth shall register the fictitious name with the Corporations Bureau. 54 P.S. § 303(b)(1).

121. At all times relevant and material hereto, Defendants failed to register the fictitious names “We Do Metal Roofs,” “WeDoMetalRoofs.com,” “WeDoMetalRoofs.net,” “Bedrock USA,” and “Spade Crete” with the Corporation Bureau, as required by Section 303(b)(1) of the Fictitious Names Act.

122. The aforesaid methods, acts or practices of Defendants constitute unfair methods of competition and unfair or deceptive acts or practices in the conduct of trade or commerce prohibited by Section 201-3, as defined by Section 201-2(4) of said Law, including, but not limited to, the following:

- 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) of the Consumer Protection Law;
- 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) of the Consumer Protection Law; and
- c. Engaging in other fraudulent or deceptive conduct which creates a likelihood of or of misunderstanding, in violation of Section 201-2(4)(xxi) of the Consumer Protection Law.

73 P.S. § 201-2(4)(ii), (iii) and (xxi).

123. The Commonwealth alleges that all of the methods, acts and practices described above were performed willfully by Defendants.

124. At all times relevant and material hereto, the individual Defendants approved, endorsed, directed and controlled the business practices and operations through the corporate entities thereby making all Defendants liable for the conduct mentioned herein.

125. The Commonwealth believes that the public interest is served by seeking before this Court a permanent injunction to restrain the methods, acts and practices described herein, as well as seeking restitution for consumers and civil penalties for violation of the law.

126. The Commonwealth believes that citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices complained of herein are permanently enjoined.

WHEREFORE, the Commonwealth of Pennsylvania respectfully requests that this Honorable Court issue an Order:

A. Declaring Defendants' conduct as described herein above to be in violation of the Consumer Protection Law and the Fictitious Names Act;

B. Permanently enjoining Defendants and all other persons acting on their behalf, directly or indirectly, from violating the Consumer Protection Law and the Fictitious Names Act, and any amendments thereto, including, but not limited to:

1. 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) of the Consumer Protection Law, 73 P.S. § 201-2(4)(ii);
2. 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) of the Consumer Protection Law, 73 P.S. § 201-2(4)(iii);
3. Engaging in other fraudulent or deceptive conduct which creates a likelihood of or of misunderstanding, in violation of Section 201-2(4)(xxi) of the Consumer Protection Law, 73 P.S. § 201-2(4)(xxi); and
4. Failing to register the fictitious names with the Corporation Bureau while conducting business in the Commonwealth under the unregistered fictitious

names, in violation of Section 303(b)(1) of the Fictitious Names Act; 54 P.S. § 303(b)(1).

C. Directing Defendants to make full restitution, pursuant to Section 201-4.1 of the Consumer Protection Law, 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;

D. Directing Defendants to pay to the Commonwealth civil penalties of One Thousand and 00/100 Dollars (\$1,000.00) for each instance of a past or present violation of the Consumer Protection Law and HICPA, and Three Thousand and 00/100 Dollars (\$3,000.00) for each instance of a past or present violation of the Consumer Protection Law involving consumers age sixty (60) or older as victims;

E. Permanently enjoining Defendants, in any capacity, from doing business in the Commonwealth of Pennsylvania as home improvement contractors, as defined in HICPA, enjoining Defendants from applying for registration with the Bureau as home improvement contractors under HICPA and enjoining Defendants from directing another to register on their behalf as home improvement contractors and/or submit on their behalf an application under HICPA;

F. Revoking the active home improvement contractor registration number PA149515 belonging to Defendant Bloom;

G. Requiring Defendants to pay the Commonwealth's investigation and litigation costs in this matter; and

H. Granting such other general, equitable and/or further relief as the Court deems just and proper.

Respectfully Submitted,

COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

JOSH SHAPIRO
Attorney General

Date: July 14, 2020

By: *Merna T. Hoffman*

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Email: mhoffman@attorneygeneral.gov
Attorney for Plaintiff

VERIFICATION

I, Terrance Greene, hereby state that I am a Consumer Protection Agent with the Pennsylvania Office of Attorney General and am authorized to make this verification on behalf of the Plaintiff in the within action. I hereby verify that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge or information and belief.

I understand that the statements contained herein are subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

Date: July 14, 2020

/S/ Terrance Greene
Terrance Greene
Consumer Protection Agent

IN THE LUZERNE COUNTY COURT OF COMMON PLEAS CIVIL ACTION

**COMMONWEALTH OF PENNSYLVANIA,
By ATTORNEY GENERAL JOSH SHAPIRO**

PLAINTIFF,

v.

**METAL ROOFS USA, CORP.
d/b/a We Do Metal Roofs,
d/b/a WeDoMetalRoofs.com and
d/b/a WeDoMetalRoofs.net;**

and

**ROCKWORKS USA, CORP.
d/b/a Bedrock USA and
d/b/a Spade Crete;**

and

**MASTER FORCE CONSTRUCTION, CORP.
d/b/a Fox Home Improvement Network, and
d/b/a We Do Metal Roofs,
d/b/a WeDoMetalRoofs.com, and
d/b/a WeDoMetalRoofs.net;**

and

**MASTER FORCE EASTERN PA, INC.
d/b/a We Do Metal Roofs,
d/b/a WeDoMetalRoofs.com, and
d/b/a WeDoMetalRoofs.net;**

and

**MICHAEL BLOOM, individually and as
President and Operator of
METAL ROOFS USA, CORP.
and as President of ROCKWORKS USA, CORP.**

and

**ROBERT DeHARDER, individually and as Member
and Operator of MASTER FORCE
CONSTRUCTION, CORP.**

COMPLAINT IN EQUITY

Case No.: _____

and as Member and Operator of	:
MASTER FORCE EASTERN PA, INC..	:
and as Member and Operator of	:
METAL ROOFS USA, CORP.	:
and as Member and Operator of	:
ROCKWORKS USA, CORP.	:
	:
and	:
	:
CORRINE KLOSE, individually and as President	:
of MASTER FORCE CONSTRUCTION, CORP.	:
	:
and	:
	:
ADRIANA W. DeHARDER, individually and as	:
President of MASTER FORCE EASTERN PA, INC.	:

DEFENDANTS, :

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.

Merna T. Hoffman
Merna T. Hoffman
Deputy Attorney General