

IN THE COURT OF COMMON PLEAS OF MONROE COUNTY
CIVIL ACTION – EQUITY

COMMONWEALTH OF PENNSYLVANIA	: No. _____
BY ATTORNEY GENERAL	:
DAVID W. SUNDAY, JR.	:
	:
Plaintiff,	:
	: CIVIL ACTION - EQUITY
vs.	:
	:
JEFFREY ROMANSKY, individually & d/b/a	:
JEFF ROMANSKY CONSTRUCTION	:
	:
Defendant	:

NOTICE TO DEFEND

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.

MONROE COUNTY BAR ASSOCIATION
FIND A LAWYER PROGRAM
P.O. Box 591
Stroudsburg, Pennsylvania 18360
Telephone: (570) 424-1340
Fax (570) 424-8234

THIS IS NOT AN ARBITRATION CASE

This case has been brought by the
Commonwealth under the Pennsylvania
Unfair Trade Practices and Consumer
Protection Law, 73 P.S. §§ 201-1, *et seq.*,
**AN ASSESSMENT OF DAMAGES
HEARING IS REQUIRED**

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	:
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COMPLAINT IN EQUITY

AND NOW comes the Commonwealth of Pennsylvania, by Attorney General David W. Sunday, Jr. ("Commonwealth" and/or "Plaintiff"), and brings this action pursuant to the Pennsylvania *Unfair Trade Practices and Consumer Protection Law*, 73 P.S. §§ 201-1 *et seq.* ("Consumer Protection Law"), to restrain unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce declared unlawful by Section 201-3 of

the Consumer Protection Law. The Consumer Protection Law authorizes the Attorney General to bring an action in the name of the Commonwealth of Pennsylvania, to restrain by temporary and/or permanent injunction, unfair methods of competition or unfair or deceptive acts or practices in the conduct of any trade or commerce declared unlawful by Section 201-3 of the Consumer Protection Law.

The Commonwealth has reason to believe that Jeffrey Romansky, individually and doing business as Jeff Romansky Construction, is using, has used or is about to use methods, acts or practices declared unlawful by Section 201-3 of the Consumer Protection Law; and, that the citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices complained of herein 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 the Defendant as herein set forth. Further, the Commonwealth also seeks restitution, civil penalties, costs, and other appropriate equitable relief as redress for violations of the Consumer Protection Law.

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. § 931(a).

VENUE

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

PARTIES

3. Plaintiff is the Commonwealth of Pennsylvania, Office of Attorney General, by Attorney General David W. Sunday, Jr. with offices located at Strawberry Square, 15th Floor, Harrisburg, Dauphin County, Pennsylvania 17120.

4. Defendant, Jeffrey Romansky (hereinafter "Romansky" and/or "Defendant") is an adult individual with a last known address of 125 Jungle Road, Kunkletown, Monroe County, Pennsylvania 18058.

5. Defendant manages, owns, and operates a business in the Commonwealth of Pennsylvania under the name of Jeff Romansky Construction with a physical address of 125 Jungle Road, Kunkletown, Monroe County, Pennsylvania 18058.

BACKGROUND

6. Pennsylvania home improvement contractors are governed by the Pennsylvania *Home Improvement Consumer Protection Act*, 73 P.S. § 517.1 *et seq.* ("HICPA").

7. A "contractor" is defined by HICPA as:

[A]ny person who owns and operates a home improvement business or who undertakes, offers to undertake or agrees to perform any home improvement. The term includes a subcontractor or independent contractor who has contracted with a home improvement retailer, regardless of the retailer's net worth, to provide home improvement services to the retailer's customers.

See 73. P.S. §517.2.

8. "Home Improvement" is defined by HICPA as:

(1) The term includes all of the following done in connection with land or a portion of the land adjacent to a private residence or a building or a portion of the building which is used or designed to be used as a private residence for which the total cash price of all work agreed upon between the contractor and owner is more than \$500:

(i) Repair, replacement, remodeling, demolition, removal, renovation, installation, alteration, conversion, modernization, improvement, rehabilitation or sandblasting.

(ii) Construction, replacement, installation or improvement of driveways, swimming pools, pool houses, porches, garages, roofs, siding...painting, doors and windows and waterproofing.

Id.

9. Pennsylvania contractors are prohibited from holding themselves out or performing any home improvement without first registering with the Pennsylvania Office of Attorney General, Bureau of Consumer Protection ("Bureau"), pursuant to Section 517.3(a) of HICPA. 73 P.S. § 517.3(a); *see also* 73 P.S. § 517.9(1).

10. In addition to the registration requirements, Pennsylvania contractors are also required to utilize home improvement contracts which meet thirteen (13) specific requirements, which includes requirements that the contract contain the following:

- a. The contractor's home improvement registration number;
- b. Signature of all parties involved in the transaction, including the owner of the property;
- c. The entire agreement between the parties, including all required notices;
- d. The date of the transaction;
- e. The name, address and telephone number of the contractor;
- f. The approximate starting date and completion date;
- g. A description of the work to be performed, materials to be used and a set of specifications that cannot be changed without a written change order signed by the owner and the contractor;
- h. The total sales price due under the contract;
- i. The amount of any down payment;

- j. The names, addresses and telephone numbers of all subcontractors on the project known at the date of signing the contract;
- k. The current amount of insurance coverage maintained at the time of signing the contract;
- l. The Bureau's toll-free telephone number for consumers; and
- m. A notice of the consumer's right of rescission.

See 73 P.S. § 517.7(a); see also 73 P.S. § 201-7(b).

11. Further, Section 517.9 of HICPA prohibits the following:

...for a home improvement contract in which the total price is more than \$5,000, receiv[ing] a deposit in excess of:

(A) one-third of the home improvement contract price; or

(B) one-third of the home improvement contract price plus the cost of special order materials that will be ordered, as designated in the written contract.

See 73 P.S. § 519.9(10).

12. 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).

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

FACTUAL BACKGROUND

14. Defendant has engaged in trade and commerce within the Commonwealth of Pennsylvania, including Monroe County, by offering, selling and performing home improvements as a home improvement contractor, as those terms are defined in Section 517.2 of HICPA. *See 73 P.S. § 517.2.*

15. Defendant holds himself out as a "Self-employed Construction Specialist" on his LinkedIn profile. A true and accurate screen capture of Defendant's LinkedIn profile is attached hereto and incorporated herein as **Exhibit A**.

16. Defendant has been offering home improvement services under the name "Jeff Romansky Construction" beginning in or around 2009 and continuing through the present.

17. On July 5, 2009, Defendant first registered as a home improvement contractor, as required by HICPA, under the name Jeff Romansky Construction, and was assigned registration number PA038435. *See* 73 P.S. § 517.3(a).

18. Defendant's first registration expired on July 5, 2011.

19. Defendant never renewed registration PA038435.

20. On July 6, 2009, Defendant submitted a second registration under HICPA, also under the business name Jeff Romansky Construction, and was assigned registration number PA038443.

21. Defendant's second registration expired on July 6, 2011.

22. However, on July 14, 2020, Defendant renewed PA038443.

23. On January 25, 2022, the Registration Unit of the Bureau sent a letter to Defendant via electronic mail notifying him that information contained in his registration application had multiple deficiencies that Defendant was required to address. A true and accurate copy of the January 25, 2022 letter is attached hereto and incorporated as **Exhibit B**.

24. This letter specifically referenced three separate criminal cases in which Defendant had been charged; in each of these cases he ultimately plead guilty to one count of Theft by Unlawful Taking under Section 3921 of the Pennsylvania Crimes Code.

25. Pursuant to HICPA, a contractor must disclose certain enumerated criminal convictions such as theft when registering under HICPA. *See* 73 P.S. § 517.4(a)(1)(vii).

26. The letter also advised Defendant that, within 30 days, he was to complete and return the attached paperwork wherein he would disclose these criminal convictions; the letter further advised Defendant that failure to do so would result in his registration being deactivated.

27. In addition to this letter, the Bureau also sent Defendant two additional notices regarding deficiencies with his HICPA registration on February 7, 2022 and February 28, 2022. True and accurate copies of these notices are attached hereto and incorporated as **Exhibit C**.

28. Both notices provided by the Bureau indicated that Defendant's HICPA registration would potentially be deactivated if he did not take the corrective measures indicated above. *Id.*

29. In addition to the notices and letter sent to Defendant, the Bureau contacted Defendant via phone on February 22, 2022 to appraise him of the situation regarding his HICPA registration.

30. Defendant indicated during this phone call that he would send the requested paperwork to the Bureau by Friday of that week.

31. Defendant failed to provide the necessary corrections as he indicated to the Bureau, and his HICPA registration was formally deactivated on March 14, 2022.

32. Defendant was issued a Notice of HICPA Deactivation on March 14, 2022 advising him that, because of his failure to cure the deficiencies in his HICPA registration, his HICPA registration was deactivated. A true and accurate copy of this notice is attached hereto and incorporated as **Exhibit D**.

33. This email notice further advised Defendant that offering or performing home improvements in the absence of a valid registration would be deemed willful violations of both HICPA and the Consumer Protection Law. *Id.*

34. Despite Defendant being notified of his deactivated registration and inability to engage as a home improvement contractor, Defendant continued to hold himself out as a contractor and reached agreements to perform home improvement services on at least three (3) occasions, in violation of Section 517.3(a) and Section 517.9(a)(1) of HICPA. *See* 73 P.S. § 517.3; *see also* 73 P.S. § 517.9(a)(1).

35. Defendant submitted a HICPA application under business name “jmromansky construction” on March 11, 2024.

36. Defendant was assigned a temporary HICPA registration PA190393 while the application was reviewed.

37. On December 12, 2024, the Bureau sent to Defendant, via electronic mail, a notice of HICPA deactivation in regards to the March 11, 2024 registration.

38. The notice informed Defendant that his registration was being deactivated for the same reasons his prior registration PA038443 had been deactivated as well as additional deficiencies. A true and accurate copy of this notice is attached hereto and incorporated as Exhibit E.

39. To date, Defendant remains unregistered under HICPA.

40. In addition to engaging as a contractor while unregistered, at all times, Defendant failed to utilize home improvement contracts which satisfy the requirements of Section 517.7(a) of HICPA. A true and correct partially redacted copy of Defendant’s contract is attached hereto as Exhibit F. *See* 73 P.S. § 517.7(a).

41. Defendant failed to comply with Section 517.7(a) of HICPA by providing home improvement contracts to consumers on at least three (3) occasions which were deficient as follows:

- a. Failing to include the entire agreement between the parties, including all required notices;
- b. Failing to include the name, address and telephone number of the contractor;
- c. Failing to include the approximate starting date and completion date;
- d. Failing to include, maintain and identify the current amount of insurance coverage maintained at the time of signing the contract;
- e. Failing to include the Bureau's toll-free telephone number for consumers; and
- f. Failing to include a notice of the right of rescission.

See 73 P.S. §§ 517.7(a)(3), (5), (6), (11), (12), and (13); *see also* 73 P.S. § 201-7(b).

42. Defendant failed to provide at least three (3) consumers with a fully completed copy of a written contract containing the written notice to consumer of their three (3) day right to cancel, as required by Section 201-7(b)(1) of the Consumer Protection law. *See* 73 P.S. § 207-1(b)(1).

43. Defendant failed to provide at least three (3) consumers with a proper Notice of Cancellation form in duplicate, as required by Section 201-7(b)(2) of the Consumer Protection law. *See* 73 P.S. § 201-7(b)(2).

44. Additionally, Defendant has entered into at least three (3) contracts with consumers in which he received a deposit of more than one-third (1/3) of the total home improvement contract

where the total contract price was greater than Five Thousand Dollars (\$5,000.00), a violation of Section 517.9(10) of HICPA. *See* 73 P.S. § 517.9(10).

45. In one instance, Defendant was hired by Consumer A from Tobyhanna, Monroe County, to complete home improvements relating to siding with a total contract price of Seventeen Thousand Seven Hundred Dollars (\$17,700.00). Defendant required Consumer A to make a "Deposit to start" payment of Ten Thousand Five Hundred Dollars (\$10,500.00), which consumer paid on or about June 14, 2022. A true and correct partially redacted copy of Defendant's contract is attached hereto as **Exhibit G**.

46. Defendant also contracted with Consumer A to complete home improvements relating to decks with a total contract price of Seventeen Thousand Six Hundred Dollars (\$17,600.00). Defendant required Consumer A to make a deposit of Eleven Thousand Five Hundred Dollars (\$11,500.00) to start, which consumer did pay on or about June 11, 2022. A true and correct partially redacted copy of Defendant's contract is attached hereto as **Exhibit H**.

47. In another instance, Defendant was hired by Consumer B from Broadheadsville, Monroe County, to complete home improvements with a total contract price of Twenty Four Thousand Three Hundred and Two Dollars (\$24,302.00). Defendant required Consumer B to make a deposit payment of Twelve Thousand Five Hundred Twenty Five Dollars (\$12,525.00) for the work to commence, which consumer did pay on July 19, 2021. A true and correct partially redacted copy of Defendant's contract is attached hereto as **Exhibit I**.

48. The Bureau has also received numerous consumer complaints from Pennsylvania residents alleging that the Defendant failed to begin and/or complete contracted-for home improvement repairs, despite being paid for such work, in violation of Section 517.9(5) of HICPA.

73 P.S. § 517.9(5). In some such instances, Defendant abandoned the work and/or failed to complete the project in a workmanlike manner.

49. As an example of the above behavior, Defendant took full payment from a consumer in the amount of three thousand five hundred dollars (\$3,500) for a home improvement contract.

50. Despite receiving this full payment, Defendant failed to do any of the home improvement work and, as such, various criminal charges under both the PA Crimes Code and HICPA were filed against him in Monroe County. A true and accurate copy of the Docket Sheet is attached hereto as **Exhibit J**.

51. Other examples of consumer complaints alleging this unlawful practice include:

- a. Consumer A, identified above, had entered into various home improvement contracts with Defendant. One of these contracts called for the Defendant to remove and replace the siding and fascia on the consumer's home. Consumer A paid Defendant a deposit to begin work. Despite this deposit being paid, Defendant failed to begin any work, and has refused to refund Consumer A money paid to Defendant. *See Exhibit G*.
- b. On or about November 9, 2022, Consumer C from Monroe County entered into an agreement with Defendant and signed a contract for the removal of old concrete steps leading into Consumer C's house, as well as the installation of new steps along with a portico. Consumer C paid Defendant both a deposit and a first payment, which together totaled Two Thousand Five Hundred Dollars (\$2,500.00). Defendant began work by digging around the existing stairs, but has failed to do any other contracted-for work. Consumer C made numerous attempts to contact

Defendant to finish the work. Initially, Defendant promised to come and complete the work, but failed to ever do so and has since ignored Consumer C's subsequent phone-calls. To date, Defendant has refused to complete the contracted-for work or refund Consumer C money paid to Defendant. *See Exhibit F.*

- c. In May of 2021, Consumer D from Tobyhanna in Monroe County reached an agreement with Defendant whereby Defendant was hired to build a large deck with electric and a kitchenette. Consumer D paid Defendant Eighteen Thousand Five Hundred Dollars (\$18,500.00) to begin the agreed upon work. Despite being paid, Defendant failed to complete the job by the agreed upon date and ultimately stopped working on the deck entirely despite Consumer D making repeated attempts to communicate with him. Not only did Defendant fail to complete the job, Defendant's limited work was completed in an unprofessional and unworkmanlike manner such that Consumer D had to obtain an estimate from a different contractor to finish the job at an additional cost. According to this second contractor, the work completed by Defendant must be torn down and the project restarted.

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

53. The Commonwealth believes and therefore avers that the citizens of the Commonwealth of Pennsylvania are suffering and will continue to suffer harm unless the acts and practices of the Defendant complained of herein are permanently enjoined.

54. The Commonwealth believes and therefore avers the public interest is served by seeking before this Honorable Court a permanent injunction to restrain the methods, acts, and

practices of Defendant as set forth herein, as well as seeking restitution, civil penalties, costs, and other equitable relief for violations of the law.

CAUSES OF ACTION

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

**Failure to Register as a Home Improvement Contractor with the
Bureau of Consumer Protection**

55. The preceding paragraphs are incorporated herein by reference as if set forth fully below.

56. Defendant is a contractor as defined by Section 517.2 of HICPA. *See* 73 P.S. § 517.2.

57. Under Section 517.3(a) of HICPA, “No person shall hold himself out as a contractor, nor shall a person perform any home improvement without first registering with the bureau...” *See* 73 P.S. § 517.3(a).

58. Despite failing to keep his registration active between March 14, 2022, and March 11, 2024, Defendant continued to hold himself out as a contractor and performed home improvement services for no less than three (3) Pennsylvania consumers, in violation of Section 517.3(a) and Section 517.9(a)(1) of HICPA. *See* 73 P.S. § 517.3; *see also* 73 P.S. § 517.9(a)(1).

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

60. The aforesaid methods, acts and practices of Defendant constitute unfair methods of competition and/or unfair or deceptive acts or practices as prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2 of said Law, including, without limitation:

- 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;
- c. 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; 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) of the Consumer Protection Law.

See 73 P.S. § 201-3; *see also* §§ 201-2(4)(ii), (iii), (v) and (xxi).

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

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

63. The Commonwealth believes and therefore avers the public interest is served by seeking before this Honorable Court a permanent injunction to restrain the methods, acts, and practices of Defendant as set forth herein, as well as seeking restitution, civil penalties, costs, and other equitable relief for violations of the law.

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

- a. Declaring Defendant's conduct, as set forth in this Complaint, to be in violation of the Consumer Protection Law and HICPA;
- b. Permanently enjoining Defendant and all other persons acting on his behalf, directly or indirectly, from violating the Consumer Protection Law and HICPA, and any amendments thereto;
- c. Directing Defendant, pursuant to Section 201-4.1 of the Consumer Protection Law, to make full restitution to all persons in interest who have suffered losses as a result of the acts and practices alleged in this Count and any other acts or practices which violate the Consumer Protection Law and HICPA;
- d. Directing Defendant, pursuant to Section 201-8(b) of the Consumer Protection Law, to pay civil penalties in the amount of up to One Thousand Dollars (\$1,000.00) for each and every violation of the Consumer Protection Law, and up to Three Thousand 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;
- e. Permanently enjoining Defendant from doing business in the Commonwealth of Pennsylvania as a home improvement contractor, as defined by HICPA, enjoining Defendant from applying for registration with the Bureau as a home improvement contractor under HICPA, and enjoining Defendant from directing another to register on his behalf as a home improvement contractor and/or submit on his behalf an application under HICPA;

- f. Directing the Defendant, pursuant to Section 201-4.1 of the CPL and Section 1602-U of the Fiscal Code to pay to the Commonwealth for the costs of its investigation and prosecution of this action, including attorney fees; and
- g. Granting such other relief as the Court deems necessary and appropriate.

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

Failure to Utilize Statutorily Compliant Contracts

64. The preceding paragraphs are incorporated herein by reference as if set forth fully below.

65. Under Section 517.7(a) 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. *See* 73 P.S. §517.7(a).

66. Defendant failed to utilize contracts which complied with all of the aforementioned requirements of Section 517.7(a) of HICPA. *Id.*

67. Specifically, Defendant's contracts failed to include the following required items:
- a. Failing to include the entire agreement between the parties, including all required notices;
 - b. Failing to include the name, address and telephone number of the contractor;
 - c. Failing to include the approximate starting date and completion date;
 - d. Failing to include, maintain and identify the current amount of insurance coverage maintained at the time of signing the contract;
 - e. Failing to include the Bureau's toll-free telephone number for consumers; and
 - f. Failing to include a notice of the right of rescission.

68. Under Section 201-7(b) of the Consumer Protection Law, "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...the buyer shall be provided with...

- a. The required language regarding the right to rescind the contract, as required by Section 201-7(b)(1) of the Consumer Protection Law; and
- b. A completed form in duplicate, captioned 'Notice of Cancellation,' which shall be attached to the contract..." as required by Section 201-7(b)(2) of the Consumer Protection Law.

See 73 P.S. §§201-7(b)(1) and (2).

69. Defendant entered into contracts with consumers, with a sale price of at least Twenty-Five Dollars (\$25.00) as a result of contacting with consumers in the consumers' homes. *See* Exhibit G.

70. Defendant's contracts failed to include all required notices, including, but not limited to, the notice informing the consumer of the consumer's right to rescind the contract, as required by Section 201-7(b)(1) of the Consumer Protection Law. *See* 73 P.S. § 201-7(b)(1).

71. Defendant's contracts failed to include all required notices, including, but not limited to, the Notice of Cancellation form, as required by Section 201-7(b)(2) of the Consumer Protection Law. *See* 73 P.S. §207-7(b)(2).

72. The aforesaid methods, acts and practices of Defendant constitute acts or practices prohibited by Section 517.7 of HICPA, including but not limited to:

- a. Failure to include the entire agreement between the parties, including all required notices;

- b. Failure to include the name, address and telephone number of the contractor;
- c. Failure to include the approximate starting date and completion date;
- d. Failure to include maintain and identify the current amount of insurance coverage maintained at the time of signing the contract;
- e. Failure to include the Bureau's toll-free telephone number for consumers; and
- f. Failure to include a notice of the right of recession.

See 73 P.S. §§ 517.7(a)(3), (5), (6), (11), (12), and (13); *see also* 73 P.S. § 201-7(b).

73. A violation of HICPA is deemed to be a violation of the Consumer Protection law. *See* 73 P.S. § 517.10.

74. The aforesaid methods, acts and practices constitute unfair methods of competition and/or unfair or deceptive acts or practices as prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2 of said Law, including, without limitation 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) of the Consumer Protection Law. *See* 73 P.S. § 201-3; *see also* §§ 201-2(4)(xxi).

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

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

77. The Commonwealth believes and therefore avers the public interest is served by seeking before this Honorable Court a permanent injunction to restrain the methods, acts, and

practices of Defendant as set forth herein, as well as seeking restitution, civil penalties, costs, and other equitable relief for violations of the law.

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

- a. Declaring Defendant's conduct, as set forth in this Complaint, to be in violation of the Consumer Protection Law and HICPA;
- b. Permanently enjoining Defendant and all other persons acting on his behalf, directly or indirectly, from violating the Consumer Protection law and HICPA, and any amendments thereto;
- c. Directing Defendant, pursuant to Section 201-4.1 of the Consumer Protection Law, to make full restitution to all persons in interest who have suffered losses as a result of the acts and practices alleged in this Count and any other acts or practices which violate the Consumer Protection Law and HICPA;
- d. Directing Defendant, pursuant to Section 201-8(b) of the Consumer Protection Law, to pay civil penalties in the amount of One Thousand Dollars (\$1,000.00) for each and every violation of the Consumer Protection Law, and Three Thousand 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;
- e. Permanently enjoining Defendant from doing business in the Commonwealth of Pennsylvania as a home improvement contractor, as defined by HICPA, enjoining Defendant from applying for registration with the Bureau as a home improvement contractor under HICPA, and enjoining Defendant from directing another to register on his behalf as a home improvement contractor and/or submit on his behalf an application under HICPA;

- f. Directing the Defendant, pursuant to Section 201-4.1 of the CPL and Section 1602-U of the Fiscal Code, to pay to the Commonwealth for the costs of its investigation and prosecution of this action, including attorney fees; and
- g. Granting such other relief as the Court deems necessary and appropriate.

COUNT III – VIOLATIONS OF THE CONSUMER PROTECTION LAW AND HICPA

Accepting Deposits in Excess of One-Third of the Total Contract Price

78. The preceding paragraphs are incorporated herein by reference as if set forth fully below.

79. Section 517.9 of HICPA prohibits:

...for a home improvement contract in which the total price is more than \$5,000, receiv[ing] a deposit in excess of:

(A) one-third of the home improvement contract price; or

(B) one-third of the home improvement contract price plus the cost of special order materials that will be ordered, as designated in the written contract.

See 73 P.S. § 519.9(10).

80. As set forth above, Defendant did on at least three (3) occasions, receive a deposit more than one-third (1/3) of the total home improvement contract for a contract price greater than Five Thousand Dollars (\$5,000.00), a violation of Section 517.9 of HICPA. *See 73 P.S. § 517.9 (10).*

81. A violation of HICPA is deemed to be a violation of the Consumer Protection law. *See 73 P.S. § 517.10.*

82. The aforesaid methods, acts and practices constitute unfair methods of competition and/or unfair or deceptive acts or practices as prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2 of said Law, including, without limitation, 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) of the Consumer Protection Law.

See 73 P.S. § 201-3; *see also* §§ 201-2(4)(xxi).

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

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

85. The Commonwealth believes and therefore avers the public interest is served by seeking before this Honorable Court a permanent injunction to restrain the methods, acts, and practices of Defendant as set forth herein, as well as seeking restitution, civil penalties, costs, and other equitable relief for violations of the law.

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

- a. Declaring Defendant's conduct, as set forth in this Complaint, to be in violation of the Consumer Protection Law and HICPA;
- b. Permanently enjoining Defendant and all other persons acting on his behalf, directly or indirectly, from violating the Consumer Protection law and HICPA, and any amendments thereto;
- c. Directing Defendant, pursuant to Section 201-4.1 of the Consumer Protection Law, to make full restitution to all persons in interest who have suffered losses as a result of the acts and practices alleged in this Count and any other acts or practices which violate the Consumer Protection Law and HICPA;

- d. Directing Defendant, pursuant to Section 201-8(b) of the Consumer Protection Law, to pay civil penalties in the amount of One Thousand Dollars (\$1,000.00) for each and every violation of the Consumer Protection Law, and Three Thousand 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;
- e. Permanently enjoining Defendant from doing business in the Commonwealth of Pennsylvania as a home improvement contractor, as defined by HICPA, enjoining Defendant from applying for registration with the Bureau as a home improvement contractor under HICPA, and enjoining Defendant from directing another to register on his behalf as a home improvement contractor and/or submit on his behalf an application under HICPA;
- f. Directing the Defendant, pursuant to Section 201-4.1 of the CPL and Section 1602-U of the Fiscal Code, to pay to the Commonwealth for the costs of its investigation and prosecution of this action, including attorney fees; and
- g. Granting such other relief as the Court deems necessary and appropriate.

COUNT IV – VIOLATIONS OF THE CONSUMER PROTECTION LAW AND HICPA

Failing to Begin or Complete Contracted Repairs or Projects and Failing to Complete Such Repairs or Projects in a Professional, Workmanlike Manner

86. The preceding paragraphs are incorporated herein by reference as if set forth fully below.

87. 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).

88. Defendant failed to perform, without justification, home improvement contracts or projects engaged in or undertaken by Defendant as a contractor, which constitutes unfair methods of competition and unfair or deceptive acts or practices as prohibited by Section 517.9(5) of HICPA. 73 P.S. § 517.9(5).

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

90. *In contracting with Pennsylvania consumers, Defendant made direct or implied representations that all work or services would be performed in a skillful, careful, diligent, professional and workmanlike manner.*

91. Nevertheless, as set forth above, consumers have alleged that Defendant performed home improvement work in an inferior and unworkmanlike manner.

92. Consumers contracted with Defendant to perform home improvements for their residences.

93. In most instances, consumers paid deposits to Defendant before Defendant began any work under the contracts.

94. In some instances, Defendant performed only some of the contracted-for work.

95. In other instances, Defendant did not perform any of the contracted-for work.

96. In those instances in which Defendant performed some of the contracted-for work, the work performed by Defendant was completed in an unworkmanlike manner and quality far below professional standard.

97. Defendant failed to complete contracted-for jobs in a professional, workmanlike manner, and refused to refund consumers or correct these work-related deficiencies, despite consumers making demands for such.

98. Defendant failed to refund consumers' payments for work he failed to perform, despite consumers making demands for such.

99. The aforesaid methods, acts or practices of Defendant constitute unfair methods of competition and unfair or deceptive acts or practices in the conduct of trade or commerce prohibited by Section 201-3 of the Consumer Protection Law, including, but not limited to, the following:

- a. Section 201-2(4)(v), which prohibits 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; and
- b. Section 201-2(4)(xxi), which prohibits engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding. 73 P.S. §§ 201-3 and 201-2(4)(v), (xiv), and (xxi).

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

101. 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 violations of the law. 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 respectfully requests this Honorable Court to issue an Order:

- a. Declaring Defendant's conduct, as set forth in this Complaint, to be in violation of the Consumer Protection Law and HICPA;
- b. Permanently enjoining Defendant and all other persons acting on his behalf, directly or indirectly, from violating the Consumer Protection law and HICPA, and any amendments thereto;
- c. Directing Defendant, pursuant to Section 201-4.1 of the Consumer Protection Law, to make full restitution to all persons in interest who have suffered losses as a result of the acts and practices alleged in this Count and any other acts or practices which violate the Consumer Protection Law and HICPA;
- d. Directing Defendant, pursuant to Section 201-8(b) of the Consumer Protection Law, to pay civil penalties in the amount of One Thousand Dollars (\$1,000.00) for each and every violation of the Consumer Protection Law, and Three Thousand 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;
- e. Permanently enjoining Defendant from doing business in the Commonwealth of Pennsylvania as a home improvement contractor, as defined by HICPA, enjoining Defendant from applying for registration with the Bureau as a home improvement contractor under HICPA, and enjoining Defendant from directing another to register on his behalf as a home improvement contractor and/or submit on his behalf an application under HICPA;

- f. Directing the Defendant, pursuant to Section 201-4.1 of the CPL and Section 1602-U of the Fiscal Code, to pay to the Commonwealth for the costs of its investigation and prosecution of this action, including attorney fees; and
- g. Granting such other relief as the Court deems necessary and appropriate.

Respectfully Submitted,
COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

DAVID W. SUNDAY, JR.
ATTORNEY GENERAL

Date: 4-8-25

By: 

Seth E. Miller
Deputy Attorney General
PA Attorney I.D. No. #311775
Office of Attorney General
Strawberry Square, 15th Floor
Harrisburg, Pennsylvania 17120
Telephone: (717) 346-5076
Facsimile: (717) 705-3795
Email: semiller@attorneygeneral.gov

EXHIBIT A



Construction Specialist
Surfblower, Pennsylvania United States

რეზიდაცია 1992

DEPT. OF THE ARMY

Construction Specialist
Self-employed

USUAL IN: 1984-1985

24. Confidentiality

Dr. Conrad Jacobson

Good things are more

[REDACTED]

2004

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SECRET

1

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Study 1

2000

STUDY INTERVIEWER: ~

Looking for career advice?
Visit www.CareerAdviser.com to see
how you can get the most out of your college.

Experiments in the Laboratory of the

EXHIBIT B



COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

BUREAU OF CONSUMER PROTECTION

Registration Unit
15th Floor, Strawberry Square
Harrisburg, Pennsylvania 17120
(717) 772-2425
January 25, 2022

Jeff Romansky Construction
125 Jungle Road
Kunkletown, PA 18058

Re: Home Improvement Consumer Protection Act
Contractor Registration No. 038443
File No. BCP-21-20-000438

Dear Sir/Madam:

The Office of Attorney General's Bureau of Consumer Protection ("Bureau") reviews information submitted by contractors when applying for registration, pursuant to the Home Improvement Consumer Protection Act, 73 P.S. § 517.1, *et seq.* ("HICPA").

Our records indicate that your application for registration may have multiple deficiencies that need to be addressed. In order for your registration to remain in an "approved" status, you must address the deficiencies listed below:

- **Personal Background Information:** According to Section 517.4 of HICPA, an individual registering for an application must disclose whether he or she has been convicted of a criminal offense related to a home improvement transaction, fraud, *theft*, a crime of deception or a crime involving fraudulent business practices, as well as whether a final civil judgment, related to a home improvement transaction, has been entered against the applicant. See, 73 P.S. § 517.4(A)(1)(vii). Our review of your application indicates that the information you provided in this regard is incorrect (CP-45-CR-1423-2003, CP-13-CR-649-2003 and CP-45-CR-633-2002). As a result, we are requesting that you complete the enclosed form AND sign and date the enclosed certification form.
- **Insurance:** Our records indicate that the insurance policy submitted on your application is expired. We are requesting that you submit a valid certificate of insurance to us, showing current coverage as required by HICPA.

The completed and corrected information, as noted above, must be submitted to the Bureau within thirty (30) days from the date of this letter in order for your registration to be compliant with HICPA's requirements. In the future, be aware that HICPA requires contractors to update the information provided on their registration application within thirty days after any changes. *If we do not receive a response from you within the time indicated, your original application, registration and certificate will be deactivated.*

Jeff Romansky Construction
Re: BCP-21-20-000438
January 25, 2022
Page 2 of 2

Should this occur and you wish to resume providing home improvement services in the Commonwealth of Pennsylvania, you would have to apply for a new registration certificate for your business by submitting a new application and application fee. *Please note that reapplying after deactivation will result in the generation of a new contractor registration number.* Thank you for your attention to this matter.

Very truly yours,



Kristen M.A. Getic
Administrative Assistant Manager
kgetic@attorneygeneral.gov

kmag
50M3

EXHIBIT C

Paone, Mia Victoria

From: Getic, Kristen M.A.
Sent: 02/07/2022 3:24:29 PM
To: jromanskyconst@gmail.com
CC:
BCC:

Attachments:

Priority: Normal
Request: None
Security: Normal
Deliver After 0 days(s)
Subject: REMINDER - Important Information regarding your Home Improvement Registration

Dear Sir/Madam:

This is a reminder email regarding the registration under Pennsylvania's Home Improvement and Consumer Protection Act, 73 P.S. § 517.1, et seq. ("HICPA") for **Jeff Romansky Construction (PA038443)**. An important letter was mailed and emailed to you on January 25, 2022. The letter is attached for your reference. Please Note: This letter requires a time sensitive response. **If we do not receive the requested information by February 22, 2022, your business registration may be deactivated.**

If you have questions regarding this notice or the letter you received, please contact me. Thank you for your attention to this matter.

Kristen M.A. Getic

Administrative Assistant Manager

Office of Attorney General

Public Protection Division

Bureau of Consumer Protection

15th Floor, Strawberry Square

Harrisburg, PA 17120

Phone: 717-705-2502

Paone, Mia Victoria

From: Getic, Kristen M.A.
Sent: 02/28/2022 10:09:42 AM
To: jmromanskyconst@gmail.com
CC:
BCC:

Attachments:

Priority: Normal
Request: None
Security: Normal
Deliver After 0 days(s)
Subject: FINAL NOTICE - Important Information regarding your Home Improvement Registration

Good morning, Mr. Romansky.

This is a follow-up to numerous attempts to contact you regarding the registration under Pennsylvania's Home Improvement and Consumer Protection Act, 73 P.S. § 517.1, et seq. ("HICPA") for **Jeff Romansky Construction (PA038443)**. An important letter was emailed to you on January 25, 2022, February 7, 2022 and February 22, 2022. To date, the requested information has not been received. If the requested information is not received by Wednesday, March 2, 2022, I will be submitting your registration for deactivation.

Should this occur and you wish to resume providing home improvement services in the Commonwealth of Pennsylvania, you would have to apply for a new registration certificate for your business by submitting a new application and application fee. Please note that reapplying after deactivation will result in the generation of a new contractor registration number.

If you have any questions, please do not hesitate to contact me.

Kristen M.A. Getic

Administrative Assistant Manager

Office of Attorney General

Public Protection Division

Bureau of Consumer Protection

15th Floor, Strawberry Square

Harrisburg, PA 17120

Phone: 717-705-2502

EXHIBIT D



COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

JOSH SHAPIRO
ATTORNEY GENERAL

March 14, 2022

Pennsylvania Office of Attorney General
Bureau of Consumer Protection
15th Floor, Strawberry Square
Harrisburg, Pennsylvania 17120
Telephone: (717) 787-9707

BY ELECTRONIC MAIL TO: JMROMANSKYCONST@GMAIL.COM

Jeff Romansky Construction
Jeffrey M. Romansky

Re: *******NOTICE OF HICPA DEACTIVATION*******
HICPA Contractor Registration No. PA038443
File No. BCP-21-20-000438

Dear Mr. Romansky:

This letter concerns the information provided on your application for registration as a home improvement contractor under Pennsylvania's Home Improvement Consumer Protection Act, 73 P.S. § 517.1, *et seq.* ("HICPA"). Previously, on January 25, 2022, a communication was sent to you regarding your registration application. You were advised, at that time, that your registration may contain inaccuracies or omissions which needed to be corrected; and you were given 30 days to address these deficiencies.

In addition to other things, specifically, we requested that you provide us with:

- A corrected application with the appropriate information regarding criminal history; and
- A valid certificate of insurance.

On February 7, 2022, Administrative Assistant Manager Kristen Getic sent an electronic mail message ("email") to the address at which you indicated you wished to receive notifications from our office. Attached to such email was a copy of the referenced letter, again asking for an answer to our inquiry. Manager Getic spoke with you by phone, left you a voicemail and sent a reminder email on February 28, 2022.

You failed to respond to these requests for validation of the information provided in your application for registration. In addition, Section 517.4(c) of HICPA requires contractors to "update

JeffRomansky Construction
Jeffrey M. Romansky
Re: Deactivation of HICPA Registration No. PA038443
March 14, 2022
Page 2

the information required to be included in the contractor's application for registration within 30 days after any change in the required information." 73 P.S. § 517.4(c). You failed to do so.

As a result, you have failed to register as required by HICPA, a prohibited act under Section 517.9(1) of the law, 73 P.S. § 517.9(1). Your application, HICPA Registration No. PA038443 and its certificate have, therefore, been deactivated.

This letter serves as formal notice that offering or performing home improvements in the Commonwealth of Pennsylvania in the absence of a valid registration certificate under HICPA will be deemed willful violations of it and the Unfair Trade Practices and Consumer Protection Law, 73 P.S. § 201-1, *et seq.* ("Consumer Protection Law"). Should such violations occur, our office may pursue all appropriate action provided under the above-referenced statutes.

Should you decide to register in the future, you will be required to submit a new application and application fee. Please note that applying for a certificate of registration now or in the future will result in the generation of a new HICPA registration number. Such an application does not excuse any violations of HICPA that may have already occurred. Additionally, applying now or in the future, but failing to provide complete and accurate information on such application, may be cause for immediate deactivation. A copy of HICPA, the Consumer Protection Law and additional information can be found on our website at <https://www.attorneygeneral.gov>.

Very truly yours,

/s/ Sarah A. E. Frasch

SARAH A. E. FRASCH
Chief Deputy Attorney General
Director, Bureau of Consumer Protection

EXHIBIT E



COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

MICHELLE A. HENRY
ATTORNEY GENERAL

December 12, 2024

Pennsylvania Office of Attorney General
Bureau of Consumer Protection
15th Floor, Strawberry Square
Harrisburg, Pennsylvania 17120
Telephone: (717) 787-9707

BY ELECTRONIC MAIL TO: JMROMANSKY32@GMAIL.COM

JMRomansky Construction
Jeff Romansky

Re: *****NOTICE OF HICPA DEACTIVATION*****
 HICPA Contractor Registration No. PA190393

Dear Mr. Romansky:

This letter concerns the information provided on your application for registration as a home improvement contractor under Pennsylvania's Home Improvement Consumer Protection Act, 73 P.S. § 517.1, *et seq.* ("HICPA"). You had a prior registration under PA038443, which was deactivated on March 14, 2024 due to deficiencies in your registration application.

A review of your current registration indicates the same deficiencies, as well as additional deficiencies regarding failure to disclose criminal history and civil judgments.

As a result, you have failed to register as required by HICPA, a prohibited act under Section 517.9(1) of the law, 73 P.S. § 517.9(1). Your application, HICPA Registration No. PA190393 and its certificate have, therefore, been deactivated.

Additionally, the act of making a false statement in the application may be referred for criminal prosecution under the unsworn falsification to authorities pursuant to 18 Pa. C.S.A. § 4904.

This letter serves as formal notice that offering or performing home improvements in the Commonwealth of Pennsylvania in the absence of a valid registration certificate under HICPA will be deemed willful violations of it and the Unfair Trade Practices and Consumer Protection Law, 73 P.S. § 201-1, *et seq.* ("Consumer Protection Law"). Should such violations occur, our office may pursue all appropriate action provided under the above-referenced statutes.

JMRomansky Construction
Jeff Romansky
Re: Deactivation of HICPA Registration No. PA190393
December 12, 2024
Page 2

Should you decide to register in the future, you will be required to submit a new application and application fee. Please note that applying for a certificate of registration now or in the future will result in the generation of a new HICPA registration number. Such an application does not excuse any violations of HICPA that may have already occurred. Additionally, applying now or in the future, but failing to provide complete and accurate information on such application, may be cause for immediate deactivation. A copy of HICPA, the Consumer Protection Law and additional information can be found on our website at <https://www.attorneygeneral.gov>.

Very truly yours,

/s/ Nicholas Smyth

Nicholas F. B. Smyth
Assistant Chief Deputy Attorney General
Bureau of Consumer Protection

EXHIBIT F

Job Invoice

[illegible]

WORK ORDERED	Deposit 5000 cash 11/9	TOTAL LABOR	5700
DATE ORDERED	CK# 1907 for \$2000 date 11/11/2022	TOTAL MATERIALS	5100
DATE COMPLETED		TOTAL MISCELLANEOUS	
CUSTOMER		SUBTOTAL	
APPROVAL SIGNATURE		TAX	
AUTHORIZED SIGNATURE		GRAND TOTAL	10800

EXHIBIT G

Job Invoice

SOLD TO	DATE ORDERED	ORDER TAKEN BY
	PHONE NO.	CUSTOMER ORDER #
	JOB LOCATION	
	JOB PHONE	STARTING DATE
	TERMS	

[illegible]

WORK ORDERED	DATE ORDERED	DATE COMPLETED	CUSTOMER	APPROVAL SIGNATURE	AUTHORIZED SIGNATURE	TOTAL LABOR	TOTAL MATERIALS	TOTAL MISCELLANEOUS	SUBTOTAL	TAX	GRAND TOTAL
	10500					7000	10500				17700

EXHIBIT H

Job Invoice

SOLD TO	DATE ORDERED	ORDER TAKEN BY
	PHONE NO.	CUSTOMER ORDER #
	JOB LOCATION	
	JOB PHONE	STARTING DATE
	TERMS	

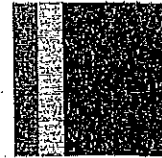
[illegible]

WORK ORDERED	Defect of 11500 to start	TOTAL LABOR	3100
DATE ORDERED	Before on completion	TOTAL MATERIALS	11500
DATE COMPLETED		TOTAL MISCELLANEOUS	1500
CUSTOMER		SUBTOTAL	1500 Cash
APPROVAL SIGNATURE		TAX	
AUTHORIZED SIGNATURE		GRAND TOTAL	1500

17/6/10 22 x 17,600

EXHIBIT I

Jeff Romansky
125 Jungle Rd., Kunkletown, PA 18058
484-264-5113



July 17, 2021



Jobs to be done on the property are as follows. Roofing of 2500 sqf to be tore off wood repaired as needed (2 sheets are included in price, \$75 per sheet after), ice and water shield installed on all eves and valleys and felt paper to finish covering the wood. New drip edge on all perimeters and new architectural shingles by TAMCO black to be installed with ridge vent and capping. All refuse to be disposed of in a supplied dumpster. A deposit for the dumpster and roofing materials are needed to start. And balance upon completion. Next is removal of siding and trim to prepare for new vinyl siding in white double 4 white j channels corners and soffits. Facia and shutters will be in black. Deposit for materials to start and balance upon completion. Gutters to be installed in black with white down spouts with larger down spout in rear of house for run off towards driveway. balance upon completion. Three replacement windows to be installed 35 1/4 by 37 1/4 deposit to order balance upon completion. All work to be done in a clean timely professional manner. Oder times may vary with suppliers, we do our best to get things done asap.

Deposit's roof \$5500	Balance roof \$4724
Siding \$5500	siding \$4053
Dumpster \$725	windows \$600
Windows \$800	gutters \$2400
Total \$12525	\$11777

Grand total \$24302 Thank you for your business. Sincerely Jeff Romansky





EXHIBIT J

COURT OF COMMON PLEAS OF MONROE COUNTY

DOCKET



Docket Number: CP-45-CR-0001176-2024

CRIMINAL DOCKET

Court Case

Commonwealth of Pennsylvania
v.

Page 1 of 7

Jeffrey Michael Romansky

CASE INFORMATION

Judge Assigned: Higgins, Stephen M.
OTN: K 1002925-0 LOTN:
Initial Issuing Authority: Colleen Mancuso
Arresting Agency: PSP - Fern Ridge
Complaint/Citation No.: N3989QQ06A
County: Monroe
Case Local Number Type(s)

Date Filed: 07/01/2024 Initiation Date: 02/09/2024
Originating Docket No: MJ-43304-CR-0000050-2024
Final Issuing Authority: Colleen Mancuso
Arresting Officer: Willhardt, Richard R.
Incident Number: PA 2024-68665
Township: Chestnut Hill Township
Case Local Number(s)

STATUS INFORMATION

Case Status: Active	Status Date	Processing Status	Complaint Date: 02/09/2024
	07/11/2024	Awaiting Pre-Trial Conference	
	07/01/2024	Awaiting Formal Arraignment	
	07/01/2024	Awaiting Filing of Information	

CALENDAR EVENTS

Case Calendar	Schedule	Start	Room	Judge Name	Schedule
Event Type	Start Date	Time			Status
Formal Arraignment	08/12/2024	8:30 am	Courtroom 1	Judge Jonathan Mark	Cancelled
Call/Guilty Plea/ARD	12/06/2024	8:30 am	Courtroom 6	Judge Stephen M. Higgins	Moved
Call/Guilty Plea/ARD	02/28/2025	8:30 am	Courtroom 6	Judge Stephen M. Higgins	Moved
Call/Guilty Plea/ARD	05/02/2025	8:30 am		Judge Stephen M. Higgins	Scheduled

DEFENDANT INFORMATION

Date Of Birth: 03/15/1980 City/State/Zip: Kunkletown, PA 18058

CASE PARTICIPANTS

Participant Type	Name
Defendant	Romansky, Jeffrey Michael

BAIL INFORMATION

Romansky, Jeffrey Michael Nebbia Status: None

Bail Action	Date	Bail Type	Originating Court	Percentage	Amount
Set	03/12/2024	Unsecured	Magisterial District Court		\$10,000.00

Surety Type	Surety Name	Posting Status	Posting Date	Security Type	Security Amt
Self	Romansky, Jeffrey Michael	Posted	03/12/2024	Unsecured	\$10,000.00

CHARGES

Seq.	Orig Seq.	Grade	Statute	Statute Description	Offense Dt.	OTN
1	1	F3	18 § 3922 §§ A1	Theft By Decep-False Impression	01/16/2024	K 1002925-0
2	2	F3	18 § 4107 §§ A2	Dec Bus Pract - Sale Less Than Quant	01/16/2024	K 1002925-0

COURT OF COMMON PLEAS OF MONROE COUNTY

DOCKET



Docket Number: CP-45-CR-0001176-2024

CRIMINAL DOCKET

Court Case

Commonwealth of Pennsylvania

v.

Page 2 of 7

Jeffrey Michael Romansky

CHARGES

Seq.	Orig Seq.	Grade	Statute	Statute Description	Offense DL	OTN
3	3	F3	73 § 517.8 §§ A2	Receives Advance Payment For Services and Fails to Perform	01/16/2024	K 1002925-0
4	4	F3	73 § 517.8 §§ A3	Misrepresents or Conceals Contractor Identifying Information	01/16/2024	K 1002925-0
5	5	F3	18 § 3922.1 §§ A	Financial Exploitation of Older Adult or Care Dependent Person	01/16/2024	K 1002925-0

DISPOSITION SENTENCING/PENALTIES

Disposition

Case Event	Disposition Date	Final Disposition
<u>Sequence/Description</u>	<u>Offense Disposition</u>	<u>Grade</u> <u>Section</u>
<u>Sentencing Judge</u>	<u>Sentence Date</u>	<u>Credit For Time Served</u>
<u>Sentence/Diversion Program Type</u>	<u>Incarceration/Diversionary Period</u>	<u>Start Date</u>
<u>Sentence Conditions</u>		
Waived for Court (Lower Court) Lower Court Disposition 1 / Theft By Decep-False Impression 2 / Dec Bus Pract - Sale Less Than Quant 3 / Receives Advance Payment For Services and Fails to Perform 4 / Misrepresents or Conceals Contractor Identifying Information 5 / Financial Exploitation of Older Adult or Care Dependent Person	Defendant Was Present 06/27/2024 Waived for Court (Lower Court) Waived for Court (Lower Court) Waived for Court (Lower Court) Waived for Court (Lower Court) Waived for Court (Lower Court)	Not Final F3 18 § 3922 §§ A1 F3 18 § 4107 §§ A2 F3 73 § 517.8 §§ A2 F3 73 § 517.8 §§ A3 F3 18 § 3922.1 §§ A
Proceed to Court Information Filed 1 / Theft By Decep-False Impression 2 / Dec Bus Pract - Sale Less Than Quant 3 / Receives Advance Payment For Services and Fails to Perform 4 / Misrepresents or Conceals Contractor Identifying Information 5 / Financial Exploitation of Older Adult or Care Dependent Person	Defendant Was Not Present 07/03/2024 Proceed to Court Proceed to Court Proceed to Court Proceed to Court Proceed to Court	Not Final F3 18 § 3922 §§ A1 F3 18 § 4107 §§ A2 F3 73 § 517.8 §§ A2 F3 73 § 517.8 §§ A3 F3 18 § 3922.1 §§ A

COURT OF COMMON PLEAS OF MONROE COUNTY

DOCKET



Docket Number: CP-45-CR-0001176-2024

CRIMINAL DOCKET

Court Case

Commonwealth of Pennsylvania

v.

Jeffrey Michael Romansky

Page 3 of 7

COMMONWEALTH INFORMATION

Name: James Robert Nasatka
District Attorney

Supreme Court No: 319395

Phone Number(s):
570-517-3052 (Phone)

Address:
Monroe County Da's Office
701 Main St Ste 200
Stroudsburg, PA 18360

Name: Monroe County District Attorney's
Office
District Attorney

Supreme Court No:

Phone Number(s):
570-517-3052 (Phone)

Address:
701 Main Street
Suite 200
Stroudsburg, PA 18360

Name: Andrew Jon Throckmorton
District Attorney

Supreme Court No: 317830

Phone Number(s):
570-517-3978 (Phone)

Address:
701 Main St Ste 200
Stroudsburg, PA 18360

ATTORNEY INFORMATION

Name: Martin Emilio Souto-Diaz
Public Defender

Supreme Court No: 326462

Rep. Status: Active

Phone Number(s):
570-421-1406 (Phone)

Address:
513 Sarah St
Stroudsburg, PA 18360

Representing: Romansky, Jeffrey Michael

ENTRIES

Sequence Number	CP Filed Date	Document Date	Filed By
1	03/12/2024		Travagline, Danielle
Bail Set - Romansky, Jeffrey Michael			
2	03/12/2024		Romansky, Jeffrey Michael
Bail Posted - Romansky, Jeffrey Michael			
Monroe County District Attorney's Office			
07/01/2024	eService		Served
Monroe County Public Defender's Office			
07/01/2024	eService		Served
Restricted Participant			
07/01/2024	eNotice		Notified

COURT OF COMMON PLEAS OF MONROE COUNTY

DOCKET



Docket Number: CP-45-CR-0001176-2024

CRIMINAL DOCKET

Court Case

Commonwealth of Pennsylvania

v.

Jeffrey Michael Romansky

Page 4 of 7

ENTRIES

<u>Sequence Number</u>	<u>CP Filed Date</u>	<u>Document Date</u>	<u>Filed By</u>
<u>Service To</u>	<u>Service By</u>		
<u>Issue Date</u>	<u>Service Type</u>	<u>Status Date</u>	<u>Service Status</u>
Souto-Diaz, Martin Emilio			
07/01/2024	eService		Served
Throckmorton, Andrew Jon			
07/01/2024	eService		Served
1	07/01/2024		Court of Common Pleas - Monroe County
Original Papers Received from Lower Court			
Throckmorton, Andrew Jon			
07/01/2024	eService		Served
1	07/03/2024		Mancuso, Michael
Information Filed			
Monroe County District Attorney's Office			
07/03/2024	eService		Served
Monroe County Public Defender's Office			
07/03/2024	eService		Served
Restricted Participant			
07/03/2024	eNotice		Notified
Souto-Diaz, Martin Emilio			
07/03/2024	eService		Served
Throckmorton, Andrew Jon			
07/03/2024	eService		Served
1	07/10/2024		Monroe County Public Defender's Office
Entry of Appearance			
Monroe County District Attorney's Office			
07/10/2024	eNotice		Notified
Restricted Participant			
07/10/2024	eNotice		Notified
Souto-Diaz, Martin Emilio			
07/10/2024	eService		Served
Throckmorton, Andrew Jon			
07/10/2024	eNotice		Notified
1	07/11/2024		Souto-Diaz, Martin Emilio
Waiver of Appearance at Arraignment			

COURT OF COMMON PLEAS OF MONROE COUNTY

DOCKET



Docket Number: CP-45-CR-0001176-2024

CRIMINAL DOCKET

Court Case

Commonwealth of Pennsylvania

v.

Jeffrey Michael Romansky

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ENTRIES

<u>Sequence Number</u>	<u>CP Filed Date</u>	<u>Document Date</u>	<u>Filed By</u>
<u>Service To</u>	<u>Service By</u>		
<u>Issue Date</u>	<u>Service Type</u>	<u>Status Date</u>	<u>Service Status</u>
Monroe County District Attorney's Office			
07/11/2024	eNotice		Notified
Monroe County Public Defender's Office			
07/11/2024	eService		Served
Restricted Participant			
07/11/2024	eNotice		Notified
Throckmorton, Andrew Jon			
07/11/2024	eNotice		Notified
<hr/>			
1	07/12/2024		Throckmorton, Andrew Jon
Notice Pursuant to Pa.R.Crim.576 of Discovery Sent and Reciprocal Request			
Monroe County District Attorney's Office			
07/12/2024	eService		Served
Monroe County Public Defender's Office			
07/12/2024	eService		Served
Restricted Participant			
07/12/2024	eNotice		Notified
Souto-Diaz, Martin Emilio			
07/12/2024	eService		Served
<hr/>			
1	07/16/2024	07/16/2024	Mark, Jonathan
Order Placing on Final Call/Trial Term - Arraignment Held or Waived			
Monroe County District Attorney's Office			
07/16/2024	eService		Served
Monroe County Public Defender's Office			
07/16/2024	eService		Served
Restricted Participant			
07/16/2024	eNotice		Notified
Souto-Diaz, Martin Emilio			
07/16/2024	eService		Served
Throckmorton, Andrew Jon			
07/16/2024	eService		Served
Higgins, Stephen M.			
07/17/2024	Clerk of Court's Boxes		
Monroe County Court Administration			
07/17/2024	Clerk of Court's Boxes		
Monroe County Sheriff's Department			

CPCMS 8082

Printed: 03/16/2025

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COURT OF COMMON PLEAS OF MONROE COUNTY

DOCKET



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<u>Issue Date</u>	<u>Service Type</u>	<u>Status Date</u>	<u>Service Status</u>
07/17/2024	E-Mail		
1	12/04/2024		Souto-Diaz, Martin Emilio
Motion to Continue			
Monroe County District Attorney's Office			
12/04/2024	eService		Served
Monroe County Public Defender's Office			
12/04/2024	eService		Served
Restricted Participant			
12/04/2024	eNotice		Notified
Throckmorton, Andrew Jon			
12/04/2024	eNotice		Notified
3	12/04/2024	12/04/2024	Higgins, Stephen M.
Order Granting Motion to Continue Final Call			
Monroe County District Attorney's Office			
12/04/2024	eService		Served
Monroe County Public Defender's Office			
12/04/2024	eService		Served
Restricted Participant			
12/04/2024	eNotice		Notified
Souto-Diaz, Martin Emilio			
12/04/2024	eService		Served
Throckmorton, Andrew Jon			
12/04/2024	eService		Served
Monroe County Court Administration			
12/06/2024	Clerk of Court's Boxes		
Monroe County Sheriff's Department			
12/05/2024	E-Mail		
1	02/20/2025		Souto-Diaz, Martin Emilio
Motion for Continuance			
Monroe County District Attorney's Office			
02/20/2025	eNotice		Notified
Monroe County Public Defender's Office			
02/20/2025	eService		Served
Restricted Participant			

COURT OF COMMON PLEAS OF MONROE COUNTY

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ENTRIES

<u>Sequence Number</u>	<u>CP Filed Date</u>	<u>Document Date</u>	<u>Filed By</u>
<u>Service To</u>		<u>Service By</u>	
<u>Issue Date</u>	<u>Service Type</u>	<u>Status Date</u>	<u>Service Status</u>
02/20/2025	eNotice		Notified
Throckmorton, Andrew Jon			
02/20/2025	eNotice		Notified

3	02/20/2025	02/20/2025	Higgins, Stephen M.
Order Granting Motion to Continue Final Call			
Monroe County Court Administration			
02/20/2025	Clerk of Court's Boxes		
Monroe County District Attorney's Office			
02/20/2025	eService		Served
Monroe County Public Defender's Office			
02/20/2025	eService		Served
Monroe County Sheriff's Department			
02/20/2025	E-Mail		
Restricted Participant			
02/20/2025	eNotice		Notified
Souto-Diaz, Martin Emilio			
02/20/2025	eService		Served
Throckmorton, Andrew Jon			
02/20/2025	eService		Served

1	03/05/2025		Nasatka, James Robert
Entry of Appearance			
Monroe County District Attorney's Office			
03/05/2025	eService		Served
Monroe County Public Defender's Office			
03/05/2025	eNotice		Notified
Restricted Participant			
03/05/2025	eNotice		Notified
Souto-Diaz, Martin Emilio			
03/05/2025	eNotice		Notified

COMMONWEALTH OF PENNSYLVANIA : No. _____
 BY ATTORNEY GENERAL :
 DAVID W. SUNDAY, JR. :
 :
 :
 Plaintiff, :
 :
 : CIVIL ACTION - EQUITY
 vs. :
 :
 JEFFREY ROMANSKY, individually & d/b/a :
 JEFF ROMANSKY CONSTRUCTION :
 :
 Defendant :

I, Mia V. Paone, hereby state that I am a Consumer Protection Agent with the Pennsylvania Office of Attorney General, Bureau of Consumer Protection, 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.

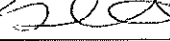
Mia V. Paone
Consumer Protection Agent

COMMONWEALTH OF PENNSYLVANIA : No. _____
 BY ATTORNEY GENERAL :
 DAVID W. SUNDAY, JR. :
 :
 Plaintiff, :
 :
 vs. : CIVIL ACTION - EQUITY
 :
 :
 JEFFREY ROMANSKY, individually & d/b/a :
 JEFF ROMANSKY CONSTRUCTION :
 :
 Defendant :
 :

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.

Date: 4-08-25

By:


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