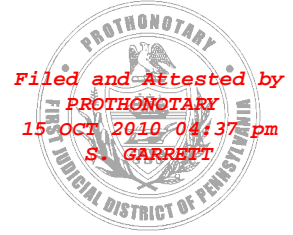


IN THE COURT OF COMMON PLEAS OF  
PHILADELPHIA COUNTY, PENNSYLVANIA



COMMONWEALTH OF PENNSYLVANIA :  
Acting by Attorney General :  
THOMAS W. CORBETT, JR., :

Petitioner, :

v. :

FRANK LUBISKY, individually and d/b/a :  
UNION ROOFING, d/b/a UNION ROOFING :  
AND SHEET METAL CONTRACTOR, d/b/a :  
PHILLY ROOFING and d/b/a :  
C. R. THOMPSON ROOFING :  
and as President of :  
UNION ROOFING CONTRACTORS, INC. :  
1543 Stockton Road :  
Meadowbrook, Pennsylvania 19046 :

and :

UNION ROOFING CONTRACTORS, INC. :  
d/b/a UNION ROOFING, d/b/a :  
UNION ROOFING AND SHEET METAL :  
CONTRACTOR, d/b/a PHILLY ROOFING and :  
d/b/a C. R. THOMPSON ROOFING :  
12260 Townsend Road :  
Philadelphia, Pennsylvania 19154, :

Respondents :

CIVIL ACTION - EQUITY

No. \_\_\_\_\_

ASSURANCE OF VOLUNTARY COMPLIANCE

AND NOW, comes the Commonwealth of Pennsylvania, acting by Attorney General Thomas W. Corbett, Jr., through the Bureau of Consumer Protection (herein referred to as the "Commonwealth" or "Petitioner"), which caused an investigation to be made into the business practices of UNION ROOFING CONTRACTORS, INC. doing business as UNION ROOFING, UNION ROOFING AND SHEET METAL CONTRACTOR, PHILLY ROOFING and C. R. THOMPSON ROOFING and FRANK LUBISKY, individually and doing business as UNION

ROOFING, UNION ROOFING AND SHEET METAL CONTRACTOR, PHILLY ROOFING and C. R. THOMPSON ROOFING, and as President of UNION ROOFING CONTRACTORS, INC. (herein referred to as “Respondents”), pursuant to the Unfair Trade Practices and Consumer Protection Law, 73 P.S. § 201-1, *et seq.* (herein referred to as the “Consumer Protection Law”) and states the following;

**WHEREAS**, Petitioner is the Commonwealth of Pennsylvania, acting by Attorney General Thomas W. Corbett, Jr., through the Bureau of Consumer Protection, with offices located at 21 South 12th Street, Second Floor, Philadelphia, Pennsylvania 19107;

**WHEREAS**, Respondent Union Roofing Contractors, Inc. is a Pennsylvania business corporation with a registered business address of 12260 Townsend Road, Philadelphia, Pennsylvania 19154, and a satellite office at 101 West Chester Avenue, Wildwood, New Jersey 08260.

**WHEREAS**, Respondent Frank Lubisky is an adult individual, residing at 1543 Stockton Road, Meadowbrook, Pennsylvania 19046.

**WHEREAS**, Respondents have engaged in trade and commerce within the Commonwealth of Pennsylvania by offering and providing roof replacements and roof repairs for Pennsylvania consumers.

**WHEREAS**, as President of Union Roofing Contractors, Inc., Lubisky exercised complete control over and participated in the day-to-day operations of this business;

**WHEREAS**, Respondents operate under the business names Union Roofing, Union Roofing and Sheet Metal Contractor, Philly Roofing and C. R. Thompson Roofing, from a business location at 12260 Townsend Road, Philadelphia, Pennsylvania 19154;

**WHEREAS**, based on its investigation, the Commonwealth believes that the Respondents have engaged in conduct in violation of the Consumer Protection Law as more fully set forth below:

1. Respondents represent to Pennsylvania consumers that they have been operating for more years than they were actually in business.
2. Respondents trade and do business in the Commonwealth as “Union Roofing”.
3. Respondents failed to register the business name “Union Roofing” with the Pennsylvania Department of State, Corporations Bureau, as a fictitious name.
4. Respondents engage in trade and commerce and do business in the Commonwealth as “Union Roofing and Sheet Metal Contractor”.
5. Respondents failed to register the business name “Union Roofing and Sheet Metal Contractor” with the Pennsylvania Department of State, Corporations Bureau, as a fictitious name.
6. Respondents engage in trade and commerce and do business in the Commonwealth as “Philly Roofing”.
7. Respondents failed to register the business name “Philly Roofing” with the Pennsylvania Department of State, Corporations Bureau, as a fictitious name.
8. Respondents engage in trade and commerce and do business in the Commonwealth as “C. R. Thompson Roofing”.
9. Respondents failed to register the business name “C. R. Thompson Roofing” with the Pennsylvania Department of State, Corporations Bureau, as a fictitious name.
10. Respondents offer a warranty on new roofs to Pennsylvania consumers.

11. The warranty's terms and conditions are listed on the back of the warranty.

12. Respondents failed to clearly and conspicuously disclose the terms and conditions of the warranty, and specifically, failed to clearly and conspicuously notify the consumers of obligations to re-coat their roof for asphalt smooth top roofs.

13. Respondents failed to have the proper "Notice of Cancellation" form attached in duplicate to their contracts as required by Section 201-7(b)(2) of the Consumer Protection Law.

**WHEREAS**, the aforesaid methods, acts or practices constitute "unfair methods of competition" and/or "unfair or deceptive acts or practices" in the conduct of trade or commerce, in violation of the Consumer Protection Law, including, but not limited to, the following:

1. Passing off goods or services as those of another as prohibited by the Consumer Protection Law at 73 P.S. § 201-2(4)(i);

2. Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services as prohibited by the Consumer Protection Law at 73 P.S. § 201-2(4)(ii);

3. Causing likelihood of confusion or of misunderstanding as to affiliation, connection or association with, or certification by, another as prohibited by the Consumer Protection Law at 73 P.S. § 201-2(4)(iii);

4. 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 as prohibited by the Consumer Protection Law at 73 P.S. § 201-2(4)(v);

5. Engaging in other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding as prohibited by the Consumer Protection Law at 73 P.S. § 201-2(4)(xxi); and,

6. Failing to include the separate completed form in duplicate captioned “Notice of Cancellation” to be attached to the contract or receipt as required by the Consumer Protection Law at 73 P.S. § 201-7(b)(2), in violation of 73 P.S. § 201-2(4)(xxi).

**WHEREAS**, based on its investigation, the Commonwealth believes that the Respondents have engaged in conduct in violation of the Consumer Protection Law and the Pennsylvania Home Improvement Consumer Protection Act, 73 P.S. § 517.1, *et seq.* (herein referred to as “HICPA”), as more fully set forth below:

1. Section 517.3 of HICPA states that no person shall hold himself out as a contractor, nor shall a person perform any home improvement without first registering with the Bureau of Consumer Protection. 73 P.S. § 517.3.

2. Respondents have registered Union Roofing Contractors, Inc. under HICPA and are assigned Registration No. PA010759.

3. Section 517.7 of the HICPA requires Respondent to provide certain information and disclosures in its home improvement contracts.

4. Respondents violated HICPA by failing to use contracts which satisfy the requirements of Section 517.7 of HICPA, including but not limited to, the following:

(a) Defendants failed to disclose their home improvement contractor registration number on their contracts, in violation of Section 517.7(a)(1) of HICPA;

(b) Defendants failed to have an approximate starting date and completion date in their contracts, in violation of Section 517.7(a)(6) of HICPA; and,

(c) Defendants failed to include the toll-free number of the Bureau, in violation of Section 517.7(a)(12) of HICPA.

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

6. As a result of the violations of HICPA, as set forth above, Respondents have engaged in “unfair methods of competition” or “unfair or deceptive acts or practices” which violated Section 201-3 of the Consumer Protection Law, as defined by Section 201-2(4)(ii), (iii), (v) and (xxi), as follows:

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

(b) Causing likelihood of confusion or of misunderstanding as to affiliation, connection or association with, or certification by, another, 73 P.S. § 201-2(4)(iii);

(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 sponsorship, approval, status, affiliation or connection that he does not have, 73 P.S. § 201-2(4)(v);

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

**WHEREAS**, Respondents agree to cease and desist from violating the Consumer Protection Law and HICPA; and desire to comply with civil laws of the Commonwealth; and,

**WHEREAS**, this Assurance of Voluntary Compliance is accepted by the Commonwealth pursuant to Section 201-5 of the Consumer Protection Law in lieu of commencing statutory proceedings under Section 201-4, 73 P.S. §§ 201-4, 201-5.

## SETTLEMENT TERMS

**NOW THEREFORE**, having conducted trade and commerce within the Commonwealth, Respondents agree for themselves, their successors, assigns, officers, partners, agents, representatives, employees, or stores and all other persons acting on their behalf, jointly or individually, directly or indirectly, or through any corporate entity or other business device, as follows:

**I. The Recitals are incorporated herein as though fully set forth.**

**II. Injunctive and Affirmative Relief**

A. Respondents SHALL fully comply with all provisions of the Consumer Protection Law, including any amendment thereto and SHALL be permanently enjoined from any violation thereof.

B. Respondents SHALL fully comply with all provisions of HICPA, including any amendment thereto, and SHALL be permanently enjoined from any violation thereof.

C. Respondents SHALL provide a clear and conspicuous copy of the terms and conditions of the warranty provided to consumers prior to the consumer signing the contract for home improvement services, including:

1. Terms and conditions in a font of size ten (10) or larger; and
2. A requirement that the consumer must initial every term and condition to indicate that the consumer has read and understands the term and/or condition of the warranty;

D. Respondents SHALL respond to all consumer complaints and inquiries forwarded to them by individual consumers and/or by consumer protection agencies, including but not limited to the Pennsylvania Office of Attorney General, Bureau of Consumer Protection, on said consumers' behalf in the following manner:

1. Respondents shall acknowledge and, where appropriate, remedy all consumer complaints within ten (10) business days of receipt;

2. With respect to complaints or inquiries forwarded to them by the Pennsylvania Office of Attorney General, Bureau of Consumer Protection, Respondents shall also send a written response regarding the complaint or inquiry to the Bureau within five (5) business days of receipt;

E. Respondents SHALL only use contracts which comport with the requirements of HICPA in conducting business in the Commonwealth of Pennsylvania. 73 § 517.7; and,

F. Respondents SHALL include a “Notice of Cancellation” form attached to the contract in duplicate. 73 P.S. § 201-7(b)(2).

G. Respondents SHALL NOT, in the future, engage in conduct which violates the Consumer Protection Law and any future amendments thereto, specifically, including but not limited to:

1. Respondents SHALL NOT pass off goods or services as those of another as prohibited by the Consumer Protection Law at 73 P.S. § 201-2(4)(i);

2. Respondents SHALL NOT cause likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services as prohibited by the Consumer Protection Law at 73 P.S. § 201-2(4)(ii);

3. Respondents SHALL NOT cause likelihood of confusion or of misunderstanding as to affiliation, connection or association with, or certification by, another as prohibited by the Consumer Protection Law at 73 P.S. § 201-2(4)(iii);

4. Respondents SHALL NOT represent 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 as prohibited by the Consumer Protection Law at 73 P.S. § 201-2(4)(v);

5. Respondents SHALL NOT engage in other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding as prohibited by the Consumer Protection Law at 73 P.S. § 201-2(4)(xxi);

6. Respondents SHALL NOT trade or do business under the business name “Union Roofing” without first properly registering the name with the Pennsylvania Department of State Corporations Bureau as a fictitious name;

7. Respondents SHALL NOT trade or do business under the business name “Union Roofing and Sheet Metal Contractor” without first properly registering the name with the Pennsylvania Department of State Corporations Bureau as a fictitious name;

8. Respondents SHALL NOT trade or do business under the business name “Philly Roofing” without first properly registering the name with the Pennsylvania Department of State Corporations Bureau as a fictitious name;

9. Respondents SHALL NOT trade or do business under the business name “C. R. Thompson Roofing” without first properly registering the name with the Pennsylvania Department of State Corporations Bureau as a fictitious name; and,

10. Respondents SHALL NOT advertise that they have been in business for more years than they have actually been in business.

**III. Monetary Relief** – Respondents agree to pay the Commonwealth the sum of Ten Thousand and 00/100 Dollars (\$10,000.00) (herein referred to as “Required Payment”), which shall be allocated as follows:

A. **Civil Penalties** in the amount of Seven Thousand and 00/100 Dollars (\$7,000.00), which shall be distributed to the Commonwealth of Pennsylvania, Treasury Department.

B. **Public Protection and Education Purposes** in the amount of Three Thousand and 00/100 Dollars (\$3,000.00), which shall be distributed to the Commonwealth of Pennsylvania, Office of Attorney General, to be deposited in an interest-bearing account from which both principal and interest shall be expended for public protection and education purposes.

C. **Restitution** - Respondents acknowledge that there may be additional consumers who have been harmed by the conduct cited herein and who have not filed complaints with the Bureau of Consumer Protection; and, Respondents agree to pay restitution to those consumers as is set forth below:

1. Respondents shall pay consumer restitution, consistent with Section 201-4.1 of the Consumer Protection Law, to any consumer who submits a claim to Respondents or the Commonwealth within sixty (60) days of the filing of this Assurance, and who asserts that they were or would have been entitled to relief provided herein, and which is validated by the Commonwealth. Restitution shall be paid to consumers who demonstrate to the satisfaction of the Commonwealth that they were harmed by conduct of Respondents which occurred prior to the signing of this Assurance of Voluntary Compliance and which constituted violations of the Consumer Protection Law and,

2. In order for a consumer to be eligible for consideration for restitution from Respondents hereunder, the consumer must provide adequate documentation which supports his or her claim and/or complaint. The Commonwealth will provide Respondents with copies of all claims received.

3. Respondents agree to fully cooperate with the Commonwealth and shall supply the Commonwealth with any and all information and documents, if requested by the Commonwealth, within twenty (20) days of the request, with regard to any consumers who submit complaints within the aforementioned sixty (60) day period.

4. The determination of whether a consumer shall receive restitution hereunder and the determination of the amount of any such restitution paid to such consumer shall be within the sole discretion of the Commonwealth.

5. The Commonwealth shall provide Respondents with a list of validated claims filed by consumers who are entitled to restitution hereunder, after which:

a. Respondents shall have thirty (30) days from the date of submission of the list to issue checks payable to the individual consumers; and

b. the checks shall be forwarded to the Commonwealth for disbursement to individual consumers.

6. Any restitution request that is postmarked by the 60th day, after the filing of the AVC, shall be deemed timely.

7. The amount, timing and manner of any distribution of restitution to consumers shall be left to the sole discretion of the Commonwealth.

**D. Payment Terms**

1. Respondents shall pay to the Commonwealth of Pennsylvania the sum of Three Thousand and 00/100 Dollars (\$3,000.00) at the time of execution of said Assurance of Voluntary Compliance. Respondents shall pay via certified check or money order.

2. Respondents shall pay to the Commonwealth of Pennsylvania an additional Three Thousand and 00/100 Dollars (\$3,000.00) within thirty (30) days the time of execution of said Assurance of Voluntary Compliance.

3. Respondents shall pay to the Commonwealth of Pennsylvania the remaining Four Thousand and 00/100 Dollars (\$4,000.00) within sixty (60) days of execution of said Assurance of Voluntary Compliance.

4. Any payments made under this agreement shall be applied first towards penalties and then towards the costs referenced above.

5. All payments shall be made by certified check, cashier's check, or money order, made payable to the Commonwealth of Pennsylvania, Office of Attorney General, and forwarded to the Office of Attorney General, Bureau of Consumer Protection, 21 S. 12<sup>th</sup> Street, 2<sup>nd</sup> Floor, Philadelphia, Pennsylvania 19107.

#### **IV. Miscellaneous Terms**

A. The Philadelphia County Court of Common Pleas shall have jurisdiction over the subject matter of this Assurance of Voluntary Compliance and over Respondents for purposes of enforcement of this Assurance of Voluntary Compliance, violation of which shall be deemed a violation of an injunction issued pursuant to Section 201-4 of the Consumer Protection Law, so that any violation of this Assurance of Voluntary Compliance shall provide a jurisdictional basis for the Attorney General of this Commonwealth to request the Court to impose penalties as provided in the Consumer Protection Law and any other equitable relief which the Court deems necessary or proper.

B. Nothing contained herein shall be construed to waive any individual right of action by a consumer or a local, state, federal, or other governmental entity.

C. Time shall be of the essence with regard to Respondents' obligations hereunder.

D. Respondent Frank Lubisky, as President of Union Roofing Contractors, Inc., hereby states that he is authorized to enter into and execute this Assurance of Voluntary Compliance on its behalf.

E. Respondents further agree to execute and deliver all authorizations, documents and instruments which are necessary to carry out the terms and conditions of this Assurance of Voluntary Compliance.

F. Respondents understand and agree that if they have made any false statement in or related to this Assurance of Voluntary Compliance, that such statement is made pursuant to and under penalty of 18 P.S. § 4904 relating to unsworn falsifications to authorities.

G. This Assurance of Voluntary Compliance may be executed in any number of counterparts and by different signatories on separate counterparts, each of which shall constitute an original counterpart hereof and all of which together shall constitute one and the same document. One or more counterparts of this Assurance of Voluntary Compliance may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart hereof.

H. This Assurance of Voluntary Compliance sets forth all of the promises, covenants, agreements, conditions and understandings between the parties, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied. There are no representations, arrangements, or understandings, oral or written, between the Parties relating to the subject matter of this Assurance of Voluntary Compliance that are not fully expressed herein or attached hereto. Each party specifically warrants that this Assurance

of Voluntary Compliance is executed without reliance upon any statement or representation by any other party hereto, except as expressly stated herein.

I. Respondents agree by the signing of this Assurance of Voluntary Compliance to abide by each and every one of the aforementioned provisions and that breach of any of the terms of this Assurance of Voluntary Compliance shall be sufficient warrant for the Commonwealth of Pennsylvania to petition the Court, to assess penalties including but not limited to civil and other penalties as provided for under Sections 201-8, 201-9 and 201-9.1 of the Consumer Protection Law, 73 P.S. §§ 201-8, 201-9 and 201-9.1, and to order any other relief which the Court deems necessary or proper.

J. Any failure of the Commonwealth to exercise any of its rights under this Assurance of Voluntary Compliance shall not constitute a waiver of its rights hereunder.

K. The "Effective Date" of this Assurance of Voluntary Compliance shall be the day it is filed with the Court.

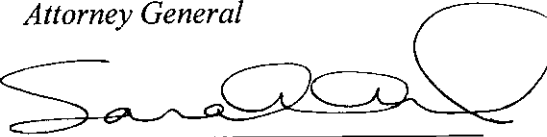
L. The parties hereby stipulate that this Assurance of Voluntary Compliance shall have the same force and effect as a permanent injunction issued under Section 201-4 of the Consumer Protection Law, so that any violation of this Assurance of Voluntary Compliance shall be sufficient cause for the Attorney General of this Commonwealth to seek penalties as provided in Sections 201-8, 201-9 and 201-9.1 of the Consumer Protection Law and any other equitable relief which the Court deems necessary and proper.

**Signatures on Following Page**

WHEREFORE, intending to be legally bound, the parties have hereto set their hands and seals.

**FOR THE PETITIONER:**  
COMMONWEALTH OF PENNSYLVANIA  
THOMAS W. CORBETT, JR.  
*Attorney General*

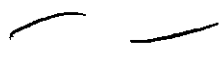
Date: 10/15/10

By: 

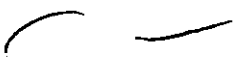
Sarah A. E. Frasch  
*Deputy Attorney General*  
Attorney ID #203529  
Pennsylvania Office of Attorney General  
Bureau of Consumer Protection  
21 South 12<sup>th</sup> St., Second Floor  
Philadelphia, Pennsylvania 19107  
Telephone: (215) 560-2414  
Facsimile: (215) 560-2494

**FOR THE RESPONDENTS:**  
UNION ROOFING CONTRACTORS, INC.

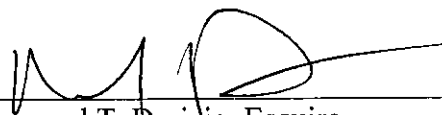
Date: 10/7/2010

By:   
Frank Lubisky, *President*

Date: 10/7/2010

By:   
Frank Lubisky, *Individually*

Date: 10/7/2010

By:   
Raymond T. Dorizio, Esquire  
RICHARD W. HOY ASSOCIATES, P.C.  
1518 Walnut Street, Suite 1600  
Philadelphia, Pennsylvania 19102  
(215) 893-9555

CORPORATE RESOLUTION

RESOLUTION OF THE BOARD OF DIRECTORS  
OF  
UNION ROOFING CONTRACTORS, INC.

The Board of Directors of Union Roofing Contractors, Inc. met on the 12 day of October, 2019, and approved the following resolution:

**RESOLVED** that Union Roofing Contractors, Inc. and Union Roofing Contractors, Inc. is hereby authorized and empowered to cause Union Roofing Contractors, Inc. to enter into a compliance plan with the Commonwealth of Pennsylvania, including all terms and conditions, specifications and conditions contained in the proposed compliance plan attached hereto and made a part hereof.

Filed with and attested to by the Secretary of the Board on the 12 day of October, 2019.

Secretary

UNION ROOFING CONTRACTORS, INC.



**IN THE COURT OF COMMON PLEAS OF  
PHILADELPHIA COUNTY, PENNSYLVANIA**

<b>COMMONWEALTH OF PENNSYLVANIA</b>	:	
<b>Acting by Attorney General</b>	:	
<b>THOMAS W. CORBETT, JR.,</b>	:	
	:	<b>CIVIL ACTION - EQUITY</b>
<b>Petitioner,</b>	:	
<b>v.</b>	:	
	:	No. _____
<b>FRANK LUBISKY, individually and d/b/a</b>	:	
<b>UNION ROOFING, d/b/a UNION ROOFING</b>	:	
<b>AND SHEET METAL CONTRACTOR, d/b/a</b>	:	
<b>PHILLY ROOFING and d/b/a</b>	:	
<b>C. R. THOMPSON ROOFING</b>	:	
<b>and as President of</b>	:	
<b>UNION ROOFING CONTRACTORS, INC.</b>	:	
<b>1543 Stockton Road</b>	:	
<b>Meadowbrook, Pennsylvania 19046</b>	:	
	:	
<b>and</b>	:	
	:	
<b>UNION ROOFING CONTRACTORS, INC.</b>	:	
<b>d/b/a UNION ROOFING, d/b/a</b>	:	
<b>UNION ROOFING AND SHEET METAL</b>	:	
<b>CONTRACTOR, d/b/a PHILLY ROOFING and</b>	:	
<b>d/b/a C. R. THOMPSON ROOFING</b>	:	
<b>12260 Townsend Road</b>	:	
<b>Philadelphia, Pennsylvania 19154,</b>	:	
	:	
<b>Respondents</b>	:	
	:	

**CERTIFICATE OF SERVICE**

I, the undersigned, hereby certify that a true and correct copy of the Assurance of Voluntary Compliance was served by means of United States mail, first class upon the following:

Raymond T. Dorizio, Esquire  
RICHARD W. HOY ASSOCIATES, P.C.  
1518 Walnut Street, Suite 1600  
Philadelphia, Pennsylvania 19102  
*Attorney for Defendants*

Date: 10/15/10



Sarah A. E. Frasch  
*Deputy Attorney General*