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LAUREN M. MAILEN
LACKAWANNA COUNTY

2026 AUG -7 A 10:39

CLERK OF JUDICIAL
RECORDS CIVIL DIVISION

**IN THE LACKAWANNA COUNTY COURT OF COMMON PLEAS
CIVIL ACTION**

**COMMONWEALTH OF PENNSYLVANIA
BY ATTORNEY GENERAL
DAVID W. SUNDAY, Jr.,**

Plaintiff,

vs.

**N. STANLEY PAVING, INC.,
16052 Airport Drive
Dalton, PA 18414**

and

**NICHOLAS E. STANLEY, INDIVIDUALLY
and as PRINCIPAL/ OWNER OF
N. STANLEY PAVING, INC.
16052 Airport Drive
Dalton, PA 18414**

Defendants.

COMPLAINT IN EQUITY

Case No.

26 CV 5549

NOTICE

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST

YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

**NORTHEASTERN PENNSYLVANIA LEGAL SERVICES
33 North Main Street, Suite 200
Pittston, PA 18640
Telephone (570) 299-4100**

LAUREN M. MAILEN
LACKAWANNA COUNTY

2026 AUG -7 A 10:40

CLERK OF JUDICIAL
RECORDS CIVIL DIVISION

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**

COMMONWEALTH OF PENNSYLVANIA
BY ATTORNEY GENERAL
DAVID W. SUNDAY, Jr.,

Plaintiff,

vs.

N. STANLEY PAVING, INC.,
16052 Airport Drive
Dalton, PA 18414

and

NICHOLAS E. STANLEY, INDIVIDUALLY
and as PRINCIPAL/ OWNER OF
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Defendants.

COMPLAINT IN EQUITY

Case No.

26 CV 5549

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 against Defendants, N. Stanley Paving, Inc. and Nicholas E. Stanley, individually and as principal and owner of N. Stanley Paving, Inc., pursuant to the provisions of the Pennsylvania *Unfair Trade Practices and Consumer Protection Law*, 73 P.S. §§ 201-1 – 201-9.2 (“*Consumer Protection Law*”), to restrain by permanent injunction unfair methods of competition or unfair or deceptive acts or practices in the

conduct of any trade or commerce, declared unlawful by the *Consumer Protection Law*

The Commonwealth believes that Defendants are willfully using, have willfully used and/or are about to willfully use, methods, acts or practices complained of herein. The Commonwealth believes that the public interest is served by seeking a permanent injunction from this Honorable Court to restrain the methods, acts and practices of the Defendants. The Commonwealth believes that the citizens of the Commonwealth suffered, are suffering and will continue to suffer harm unless the acts and practices complained of herein are permanently enjoined.

The Commonwealth seeks restitution pursuant to Section 201-4.1 of the *Consumer Protection Law*. Additionally, the Commonwealth seeks appropriate civil penalties pursuant to Section 201-8(b) of the *Consumer Protection Law* for all willful violations of said law, costs pursuant to 72 P.S. §1602-U; and other appropriate equitable relief as redress for violations of the *Consumer Protection Law*, as set forth herein.

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

I. JURISDICTION

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

II. VENUE

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

III. THE PARTIES

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

4. Defendant N. Stanely Paving, Inc , (“Stanley Paving” and/or collectively one of the “Defendants”) is a for-profit corporation registered with the Pennsylvania Department of State, Bureau of Corporations and Charitable Organizations: Corporations Section with a principal place of business located at 16052 Airport Road, Dalton, Lackawanna County, Pennsylvania, 18414.

5. Defendant, Nicholas E. Stanley, (“Nick Stanley” and/or collectively one of the “Defendants”) is an adult individual with an address at 16052 Airport Road, Dalton, Lackawanna County, Pennsylvania, 18414.

6. Defendant Nick Stanley is the principal and sole owner of N. Stanley Paving, Inc.

7. At all times relevant and material hereto, Defendant Nick Stanley approved, endorsed, directed, ratified, controlled and/or otherwise participated in the conduct alleged herein and the practices and operations conducted through the corporate entity, N Stanley Paving, Inc.

STATEMENT OF FACTS

8. As set forth below, the conduct and practices of Defendants have violated and, upon information and belief, continue to violate Section 201-3 of the *Consumer Protection Law*, 73 P S § 201-3, as alleged more fully herein.

9 At all times relevant and material hereto, Defendants engage in trade and commerce within the Commonwealth of Pennsylvania, by advertising, soliciting, marketing, offering, selling, and/or providing “home improvement[s],” as that term is defined by Section 517.2 of the Pennsylvania *Home Improvement Consumer Protection Act*, 73 P.S. § 517.1 et seq. (“*HICPA*”) 73 P.S. § 517.2.

10 Under Section 517.2 of *HICPA*, home improvement[s] includes but is not limited to repairs, replacements, remodeling, removals, renovations, installations, alterations, or improvements, done in connection with land or a portion of land adjacent to a private residence

for which the total cash price of all work agreed upon between the contractor and the owner is more than \$500 73 P.S. § 517.2

11. A contractor is defined in Section 517.2 of *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.” 73 P.S. § 517.2.

12. At all times relevant and material hereto, Defendants are contractors as defined by Section 517.2 of *HICPA*.

13. At all times relevant and material hereto, Defendants marketed, advertised and solicited home improvement services, specifically paving, sealing and asphalt services, to consumers through their social media accounts and door-to-door solicitations.

14. Defendant Stanley Paving, Inc. registered as a home improvement contractor on April 28, 2011 with the Pennsylvania Office of Attorney General, Bureau of Consumer Protection (“Bureau”), pursuant to Section 517.3(a) of *HICPA*, and was assigned home improvement contractor registration number PA045415.

15. The home improvement registration number PA045415 expired on September 21, 2025, and has not been renewed as of the date of the filing of this Complaint

16. The Bureau received many consumer complaints regarding Defendants’ business practices, some of which were filed by, or on behalf of, citizens that are aged sixty (60) years or older. The following is a sample of the complaints that consumers filed with the Commonwealth against the Defendants:

- a. On or around April 29, 2021, Consumer A, a senior citizen of Lackawanna County, entered into an oral contract with Defendants to pave and seal his driveway. Defendants informed the consumer that they will return in the fall to sealcoat the driveway. After numerous telephone calls, and false promises that Defendants would return to sealcoat the driveway, Defendants never returned to complete the service. Consumer A hired a third-party contractor to sealcoat

the driveway as a result Defendants' failures to provide such service and paid \$1,025.00

- b. On or about December 7, 2023, Defendants solicited Consumer B, a senior citizen of Luzerne County, by knocking on their door, soliciting the consumer to enter into a contract to remove grass and soil and pave a driveway on the consumer's property. The parties agreed that the soil Defendants dug out was to be left on site to be spread out on the property by Defendants. Defendants represented that the contract would be verbal, however the consumer insisted on having a written contract, which Defendants ultimately agreed. A true and partially redacted copy of the contract is attached hereto and marked as Exhibit A. The contract price was \$23,000.00. The consumer represented that he went to the bank to obtain the payment and returned to find that Defendants hauled the soil. The consumer contacted Defendants and was told that they would bring the soil back and seal-coat the driveway as well. Defendants never returned with the soil, nor seal the driveway. Water started to accumulate and puddle on the consumer's property. On May 25, 2024, the consumer was required to pay a third-party \$900.00 for soil to remedy the water-retention issue based upon Defendant's failures. Moreover, Defendants never returned to sealcoat the driveway.
- c. On or about April 13, 2026, Defendants approached Consumer C, a senior citizen in Dauphin County, stating that they had extra materials from another job and offered to pave the consumer's driveway. Defendants stated the contract price was \$16,000.00. The consumer agreed and before the job began, signed a contract and provided Defendants an \$8,000.00 downpayment. The consumer received a carbon copy of the signed contract. A true and partially redacted copy of the initial contract is attached hereto and marked as Exhibit B. After the job was completed, Defendants attempted to collect a total of \$36,152.00 on the \$16,000.00 contract. The consumer stated that the terms of the contract were \$16,000.00 and not \$36,152.00. Defendants explained that the terms of the contract were based on the measurements of the driveway, which they measured at 9,038 square feet and showed the consumer the contract. However, the additional terms and the invoice amount were different from those which Defendants initially provided to the consumer and the additional terms and charges were added after the consumer signed the agreement. A true and partially redacted copy of the supplemented contract is attached hereto and marked as Exhibit C. Moreover, the additional handwritten terms in the contract were in a different colored ink than that which was on the initial contract. The consumer, fearing that Defendants may place a lien on the property, paid Defendants a second payment of \$24,000.00 for a total of \$32,000.00 on what was supposed to be a \$16,000.00 contract.
- d. On or about June 2, 2021, Consumer D of Lackawanna County entered into a contract with Defendants to pave his driveway for \$5,000.00. The contract provided a five (5) year warranty. A true and partially redacted copy of the

contract is attached hereto and marked as Exhibit D. The day after Defendants paved the consumer's driveway, the consumer noticed flaws with the workmanship, specifically where the center of the driveway was not rolled and the sides were not straight. The consumer attempted to contact the Defendants numerous times but was ignored. The consumer visited Defendants' place of business where Defendants represented to the consumer that the issue would be resolved. The consumer found himself again making additional calls and leaving voice messages, which Defendants ignored. Less than a year after Defendants paved the consumer's driveway, there was a large crack running along the width of the driveway. Defendants never returned to service the consumer's driveway and failed to honor the warranty.

- e. On December 8, 2023, Consumer E, a senior citizen of Luzerne County, entered into a contract with Defendants to pave his driveway and car port for \$17,000.00. A true and partially redacted copy of consumer E's contract is attached hereto and incorporated herein as Exhibit E. The contracted service was to include sealcoating, which was to be provided the following day. When the paving was completed, the consumer was concerned that there was a dip in the car port, which Defendants denied existed. Defendants returned to the consumer's residence the next day to collect their equipment but failed to sealcoat the areas paved. The consumer tried to contact Defendants many times, however Defendants have refused to return the consumer's calls. The consumer ultimately hired another paving company and paid them over \$5,000.00 to fix the shoddy work Defendants performed and to sealcoat the property.

17. Based upon the Commonwealth's investigation, Defendants have engaged in a pattern of practice whereby they are:

- a. Engaging in high pressure sales tactics by soliciting home improvements;
- b. Offering to perform paving services for a certain price and subsequently changing the price at the completion of the service without justification or a written change order,
- c. Abandoning or failing to perform home improvement contracts without justification;
- d. Performing or completing home improvement services in an unworkmanlike manner; and
- e. Failing to honor warranties provided to consumers in writing.

18. From September 21, 2025 through the date of the filing of this Complaint, Defendants have been performing home improvement services without a valid registration, in violation of Section 517.3(a) of *HICPA*, 73 P.S. § 517.3(a).

19. At all times relevant and material hereto, Defendants used contracts which did not comply with Section 517.7 of *HICPA*.

20. Section 517.7(a) of *HICPA* provides that no home improvement contract shall be valid or enforceable against an owner unless it:

- 1) Is in writing and legible and contains the home improvement contractor registration number of the performing contractor.
- 2) Is signed by all of the following:
 - i. The owner, his agent or other contracted party.
 - ii. The contractor or a salesperson on behalf of a contractor
- 3) Contains the entire agreement between the owner and the contractor, including attached copies of all required notices.
- 4) Contains the date of the transaction.
- 5) Contains the name, address and telephone number of the contractor. For the purposes of this paragraph, a post office box number alone shall not be considered an address.
- 6) Contains the approximate starting date and completion date.
- 7) Includes a description of the work to be performed, the materials to be used and a set of specifications that cannot be changed without a written change order signed by the owner and the contractor.
- 8) Includes the total sales price due under the contract or includes a time and materials provision wherein the contractor and owner agree in writing to the performance of the home improvement by the contractor and payment for the home improvement by the owner, based on time and materials. If the contract includes a time and materials provision:
 - i. The contractor shall provide an initial cost estimate in writing to the owner before any performance of the home improvement commences

- 11 The contract shall state
 - A. The dollar value of the initial cost estimate for the services to be performed under the time and materials provision.
 - B That the cost of the services to be performed under the time and materials provision may not exceed 10% above the dollar value indicated in the initial cost estimate.
 - C. The total potential cost of the services to be performed under the time and materials provision, including the initial cost estimate and the 10% referenced in clause (B), expressed in actual dollars.
 - D. A statement that the cost of the services to be performed under the time and materials provision shall not be increased over the initial cost estimate plus a 10% increase without a written change order signed by the owner and contractor.
- 9) Includes the amount of any down payment plus any amount advanced for the purchase of special order materials. The amount of the down payment and the cost of the special order materials must be listed separately
- 10) Includes the names, addresses and telephone numbers of all subcontractors on the project known at the date of signing the contract. For the purposes of this paragraph, a post office box number alone shall not be considered an address.
- 11) [A]grees to maintain liability insurance covering personal injury in an amount not less than \$50,000 and insurance covering property damage caused by the work of a home improvement contractor in an amount not less than \$50,000 and identifies the current amount of insurance coverage maintained at the time of signing the contract.
- 12) Includes the toll-free telephone number under section 3(b).¹
- 13) Includes a notice of the right of rescission under subsection (b).

73 P.S. § 517.7(a)(1)-(13).

¹ 73 P S §571 3(b) Provides information pertaining to Public access to registration information and states The bureau shall maintain a toll-free telephone number from which a caller can obtain information as to whether a contractor is registered with the bureau pursuant to this act, as well as information that may be obtained on the bureau's Internet website

21 Section 517.10 of *HICPA* states that a violation of *HICPA* constitutes a violation of the *Consumer Protection Law*, 73 P.S. § 517.10.

22. As a result of the aforesaid methods, acts and practices, Defendants have engaged in a course of conduct which violates *HICPA* by:

- a. Abandoning or failing to perform, without justification, home improvement contract or project engaged in or undertaken by a contractor, 73 P.S. §517.9(5);
- b. Deviating from or disregard plans or specifications, in any material respect, without a written change order dated and signed by both the contractor and owner, which contains the accompanying price changes for each deviation, 73 P.S. §517.9(6);
- c. Advertising or offering, by any means, to perform a home improvement if the person does not intend to (iii) Charge for the home improvement at the price advertised or offered, 73 P.S. §517.9(8)(iii);
- d. Using contracts which do not comply with Section 517.7(a) of *HICPA* specifically in instances where Defendants' agreement and/or contract:
 - i. Is not in writing, 73 PS §§517.7(a)(1);
 - ii. Fails to contains the approximate starting date and completion date; 73 PS §§517.7(a)(6);
 - iii. Fails to includes a description of the work to be performed, the materials to be used and a set of specifications that cannot be changed without a written change order signed by the owner and the contractor, 73 P.S. § 517.7(a)(7),
 - iv. Fails to include the total sales price due under the contract or includes a time and materials provision wherein the contractor and owner agree in writing to the performance of the home improvement by the contractor and payment for the home improvement by the owner, based on time and materials, 73 P.S. § 517.7(a)(8);
 - v. Fails to include the names, addresses and telephone numbers of all subcontractors on the project known at the date of signing the contract. For the purposes of this paragraph, a post office box number alone shall not be considered an address, 73 P.S. § 517.7(a)(9),

- vi Fails to provide the current amount of insurance maintained by the contractor at the signing of the contract, 73 P.S. § 517.7(a)(11), and
- vii. Fails to include the Bureau of Consumer Protection's toll-free number for consumers, 1-888-520-6680, 73 P.S. § 517.7(a)(12)

23. As a result of the aforesaid methods, acts and practices which constituted violations of *HICPA* as set forth above, Defendants have engaged in “unfair methods of competition” and/or “unfair or deceptive acts or practices” which violates Section 201-3 of the *Consumer Protection Law* by:

- a. Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation or connection that he does not have, 73 P.S. § 201-2(4)(v),
- b Advertising goods or services with intent not to sell them as advertised, 73 P.S. § 201-2(4)(ix);
- c. Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to or after a contract for the purchase of goods or services is made; 73 P.S. § 201-2(4)(xiv); and
- 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).

COUNT I

VIOLATIONS OF THE CONSUMER PROTECTION LAW and HICPA

ENGAGING IN HIGH PRESSURE SALES TACTICS and CHANGING TERMS OF CONTRACTS WITHOUT A WRITTEN CHANGE ORDER

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

25. In numerous instances, consumers have reported Defendants approached consumers at their place of residence and offered to pave their driveways.

26. Numerous consumers have reported that Defendants represent that they have “extra materials” from a previous job.

27. In those situations, Defendants offer to pave the consumers driveways for a specific amount, but ultimately increase the amount owed at the conclusion of the service and after the job has been completed.

28. In many instances, consumers feel trapped into paying the increased amount, fearing that Defendants may file a lien on their property.

29. Defendants’ business tactics are a classic “bait-and-switch” scenario, where Defendants bait consumers into accepting the paving service for an agreed upon amount, but ultimately switch the terms of the agreement at the conclusion of the service after the service has been provided and demand the consumer pays a much higher price.

30. The aforesaid methods, acts and practices of Defendants constitute unfair methods of competition and unfair or deceptive acts or practices as prohibited by Sections 517 *et seq.* of *HICPA*, including but not limited to:

- a. Failing to include a description of the work to be performed and the 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, 73 P.S. § 517.7(a)(7);
- b. Failing to include the total sales price due under the contract, 73 P.S. § 517.7(a)(8),
- c. Deviating from or disregard plans or specifications, in any material respect, without a written change order dated and signed by both the contractor and owner, which contains the accompanying price changes for each deviation, 73 P.S. § 517.9(6); and
- d. Advertising or offering, by any means, to perform a home improvement if the person does not intend to (iii) Charge for the home improvement at the price advertised or offered, 73 P.S. § 517.9(8)(iii).

31. The aforesaid methods, acts or practices of Defendants constitute unfair methods

of competition and unfair or deceptive acts or practices in the conduct of trade or commerce prohibited by Section 201-3 of the *Consumer Protection Law*, including, but not limited to, the following:

- a. Advertising goods or services with intent not to sell them as advertised, 73 P.S. § 201-2(4)(ix); and
- b. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, 73 P.S. § 201-2(4)(xxi)

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

33. 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, civil penalties for violation of the law, and costs in favor of the Commonwealth

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

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

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

B. Permanently enjoining Defendants and all other persons acting on their behalf, directly or indirectly, from violating the *Consumer Protection Law* and *HICPA*, and any amendments thereto;

C. Directing Defendants to make full restitution, pursuant to Section 201-41 of the *Consumer Protection Law*, to all consumers who have suffered losses as a result of the acts and practices alleged in this complaint and any other acts or practices which violate the *Consumer Protection Law* and *HICPA*;

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

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

F. Requiring Defendants to pay the Commonwealth's investigation and litigation costs in this matter, pursuant to 72 P.S. §1602-U,

G. Directing Defendants to disgorge and forfeit all profits derived as a result of unfair and deceptive acts and practices as set forth in this Complaint; and

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

COUNT II

VIOLATIONS OF HICPA and THE CONSUMER PROTECTION LAW

ABANDONING OR FAILING TO PERFORM HOME IMPROVEMENT CONTRACTS WITHOUT JUSTIFICATION

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

36. In certain instances, consumers paid for Defendants to sealcoat the consumer's driveway after the paving was completed.

37. In some instances, consumers reported that Defendants accepted the money to sealcoat the consumer's driveway, but never returned to complete the service, as specified in the contract.

38. The aforesaid methods, acts and practices of Defendants constitute unfair methods of competition and unfair or deceptive acts or practices as prohibited by Sections 517 *et seq.* of *HICPA*, including but not limited to:

- a. Abandoning or failing to perform, without justification, home improvement contract or project engaged in or undertaken by a contractor, 73 P.S. §517.9(5)

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

- a. Advertising goods or services with intent not to sell them as advertised, 73 P.S. § 201-2(4)(ix); and
- b. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, 73 P.S. § 201-2(4)(xxi).

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

41. 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, civil penalties for violation of the law, and costs in favor of the Commonwealth.

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

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

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

B. Permanently enjoining Defendants and all other persons acting on their behalf, directly or indirectly, from violating the *Consumer Protection Law* and *HICPA*, and any amendments thereto;

C. Directing Defendants to make full restitution, pursuant to Section 201-4.1 of the *Consumer Protection Law*, to all consumers who have suffered losses as a result of the acts and practices alleged in this complaint and any other acts or practices which violate the *Consumer Protection Law* and *HICPA*;

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

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

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

F. Requiring Defendants to pay the Commonwealth's investigation and litigation costs in this matter, pursuant to 72 P S §1602-U;

G. Directing Defendants to disgorge and forfeit all profits derived as a result of unfair and deceptive acts and practices as set forth in this Complaint; and

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

COUNT III

VIOLATIONS OF HICPA and THE CONSUMER PROTECTION LAW

FAILING TO COMPLETE CONTRACTED PROJECTS IN A PROFESSIONAL, WORKMANLIKE MANNER and FAILING TO HONOR WARRANTIES

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

44. In certain instances, consumers reported that Defendants' paving services were completed in an unworkmanlike manner

45. Defendants' contract provides for a one (1) year warranty on their materials and services, and states that:

**1 YEAR GUARANTEE • IF JOB DEVELOPS HOLES, WE WILL REPAIR FREE OF CHARGE.
*SEE REVERSE SIDE FOR IMPORTANT WARRANTY INFORMATION.**

**YOUR CONTRACTOR ASSURES YOU THE FINEST MATERIAL AND WORKMANSHIP ARE USED ON
YOUR JOB. GUARANTEE HOLDS 1 YEAR FROM ABOVE DATE.**

**NOT RESPONSIBLE FOR DAMAGES DUE TO NATURAL CAUSES, INCLUDING TREE ROOTS, GRASS
& WATER PITCH NOT GUARANTEED.**

**NO SEALER WILL BE USED ON THE JOB UNLESS CONTRACTOR APPROVES. IF APPLIED BY ANY
OTHER CONTRACTOR, GUARANTEE IF VOID. PAYABLE ON COMPLETION, CASH OR CHECK. CON-
TRACTOR RESERVES THE RIGHT TO REMOVE ANY UNPAID MATERIALS.**

See Exhibits A-E.

46. In many instances, consumers reported that after the paving services were completed in an unworkmanlike manner, Defendants refused to honor the warranty offered per the contract.

47. The aforesaid methods, acts and practices of Defendants constitute unfair methods of competition and unfair or deceptive acts or practices as prohibited by Sections 517 *et seq.* of *HICPA*, including but not limited to:

- a. Deviating from or disregarding plans or specifications, in any material respect, without a written change order. 73 P.S. §517.9(6).

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

- a. Advertising goods or services with intent not to sell them as advertised, 73 P.S. § 201-2(4)(ix);
- b. Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to or after a contract for the purchase of goods or services is made; 73 P.S. § 201-2(4)(xiv); and
- c. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, 73 P.S. § 201-2(4)(xxi).

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

50. 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, civil penalties for violation of the law, and costs in favor of the Commonwealth

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

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

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

B. Permanently enjoining Defendants and all other persons acting on their behalf, directly or indirectly, from violating the *Consumer Protection Law* and *HICPA*, and any amendments thereto;

C. Directing Defendants to make full restitution, pursuant to Section 201-4.1 of the *Consumer Protection Law*, to all consumers who have suffered losses as a result of the acts and practices alleged in this complaint and any other acts or practices which violate the *Consumer Protection Law* and *HICPA*;

D. Directing Defendants to pay to the Commonwealth civil penalties of One Thousand and 00/100 Dollars (\$1,000.00) for each instance of a past or present violation of the *Consumer Protection Law* and *HICPA*, and Three Thousand and 00/100 Dollars (\$3,000.00) for each instance

of a past or present violation of the *Consumer Protection Law* and *HICPA* involving consumers age sixty (60) or older;

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

F. Requiring Defendants to pay the Commonwealth's investigation and litigation costs in this matter, pursuant to 72 P.S. §1602-U;

G. Directing Defendants to disgorge and forfeit all profits derived as a result of unfair and deceptive acts and practices as set forth in this Complaint; and

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

COUNT IV

VIOLATIONS OF HICPA and THE CONSUMER PROTECTION LAW

OPERATING AS A HOME IMPROVEMENT CONTRACTOR WITHOUT VALID REGISTRATION

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

53. Section 517.3(a) of *HICPA* provides that, “[n]o person shall hold himself out as a contractor, nor shall a person perform any home improvement without first registering with the bureau.” 73 P.S. § 517.3(a).

54. Furthermore, Section 517.9(1) of *HICPA* provides that, “[n]o person shall fail to register as required by this act.” 73 P.S. § 517.9(1).

55 Defendants' home improvement registration expired on September 21, 2025 and as of the date of the filing of this Complaint, has not been renewed

56 Since September 21, 2025, and on at least one occasion, Defendants entered into a home improvement contract with a Pennsylvania consumer without a proper registration. *See* Exhibits B

57 At all times material hereto, Defendants failed to register with the Bureau as a home improvement contractor prior to undertaking, offering to undertake or agreeing to perform any home improvement, in violation of Sections 517.3(a) and 517.9(1) of *HICPA*. 73 P.S. §§ 517.3(a) and 517.9(1).

58. The aforesaid methods, acts and practices of Defendants constitute unfair methods of competition and unfair or deceptive acts or practices as prohibited by Sections 517.3 and 517.9(1) of *HICPA*, including but not limited to the following:

- a. Holding oneself out as a contractor or performing any home improvement without first registering with the Bureau of Consumer Protection, 73 P.S. § 517.3(a); and
- b. Failing to register with the Bureau of Consumer Protection prior to holding oneself out as a contractor 73 P.S. § 517.9(1).

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

- a. Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation or connection that he does not have, 73 P.S. § 201-2(4)(v); and
- b. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, 73 P.S. § 201-2(4)(xxi).

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

61. 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, civil penalties for violation of the law, and costs in favor of the Commonwealth

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

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

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

B. Permanently enjoining Defendants and all other persons acting on their behalf, directly or indirectly, from violating the *Consumer Protection Law* and *HICPA*, and any amendments thereto;

C Directing Defendants to make full restitution, pursuant to Section 201-4.1 of the *Consumer Protection Law*, to all consumers who have suffered losses as a result of the acts and practices alleged in this complaint and any other acts or practices which violate the *Consumer Protection Law* and *HICPA*;

D. Directing Defendants to pay to the Commonwealth civil penalties of One Thousand and 00/100 Dollars (\$1,000.00) for each instance of a past or present violation of the *Consumer Protection Law* and *HICPA*, and Three Thousand and 00/100 Dollars (\$3,000.00) for each instance

of a past or present violation of the *Consumer Protection Law* and *HICPA* involving consumers age sixty (60) or older;

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

F. Requiring Defendants to pay the Commonwealth's investigation and litigation costs in this matter, pursuant to 72 P.S. §1602-U;

G. Directing Defendants to disgorge and forfeit all profits derived as a result of unfair and deceptive acts and practices as set forth in this Complaint; and

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

COUNT V

VIOLATIONS OF HICPA and THE CONSUMER PROTECTION LAW

DEFENDANTS' CONTRACTS FAIL TO COMPLY WITH THE REQUIREMENTS OF SECTION 517.7 OF HICPA

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

64. Under Section 517.7 of *HICPA*, contracts are not valid or enforceable against consumers unless the home improvement contractor has included specific provisions pertaining to the work to be performed. 73 PS §§517.7(a) *et seq*

65 A contract is invalid and unenforceable, unless the contract.

a. Is in writing, 73 PS §§517 7(a)(1);

- b. Contains the approximate starting date and completion date, 73 PS §§517.7(a)(6);
- c. Includes a description of the work to be performed, the materials to be used and a set of specifications that cannot be changed without a written change order signed by the owner and the contractor, 73 P.S. § 517.7(a)(7);
- d. Includes the total sales price due under the contract or includes a time and materials provision wherein the contractor and owner agree in writing to the performance of the home improvement by the contractor and payment for the home improvement by the owner, based on time and materials, 73 P.S. § 517.7(a)(8);
- e. Includes the names, addresses and telephone numbers of all subcontractors on the project known at the date of signing the contract. For the purposes of this paragraph, a post office box number alone shall not be considered an address, 73 P.S. § 517.7(a)(9);
- f. Provides the current amount of insurance maintained by the contractor at the signing of the contract, 73 P.S. § 517.7(a)(11); and
- g. Includes the Bureau of Consumer Protection's toll-free number for consumers, 1-888-520-6680, 73 P.S. § 517.7(a)(12).

66. The aforesaid methods, acts and practices of Defendants constitute unfair methods of competition and unfair or deceptive acts or practices as prohibited by Sections 517.7 of *HICPA*, as more fully detailed in herein above. 73 P.S. §§ 517.7(a)(1), (6), (7), (8), (9), (11), and (12) *infra*. (See Exhibits A through E).

67. The aforesaid methods, acts or practices of Defendants constitute unfair methods of competition and unfair or deceptive acts or practices in the conduct of trade or commerce prohibited by Section 201-3, of the *Consumer Protection Law* by.

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

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

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

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

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

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

B. Permanently enjoining Defendants and all other persons acting on their behalf, directly or indirectly, from violating the *Consumer Protection Law* and *HICPA*, and any amendments thereto;

C. Directing Defendants to make full restitution, pursuant to Section 201-4.1 of the *Consumer Protection Law*, to all consumers who have suffered losses as a result of the acts and practices alleged in this complaint and any other acts or practices which violate the *Consumer Protection Law* and *HICPA*;

D Directing Defendants to pay to the Commonwealth civil penalties of One Thousand and 00/100 Dollars (\$1,000.00) for each instance of a past or present violation of the *Consumer Protection Law* and *HICPA*, and Three Thousand and 00/100 Dollars (\$3,000 00) for each instance of a past or present violation of the *Consumer Protection Law* and *HICPA* involving consumers age sixty (60) or older;

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

F. Requiring Defendants to pay the Commonwealth's investigation and litigation costs in this matter, pursuant to 72 P.S. §1602-U;

G. Directing Defendants to disgorge and forfeit all profits derived as a result of unfair and deceptive acts and practices as set forth in this Complaint; and

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

Respectfully submitted,

**COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL**

**DAVID W. SUNDAY, Jr.
ATTORNEY GENERAL**

Date: August 4, 2026

By: Merna Hoffman
Merna T. Hoffman
Senior Deputy Attorney General
PA Attorney I.D. No. 312897
15th Floor, Strawberry Square
Harrisburg, PA 17120
Telephone: (717) 787-4679
Email: mhoffman@attorneygeneral.gov

EXHIBIT A

N. STANLEY PAVING INC.

1-800-996-7108

PROPOSAL SUBMITTED TO [REDACTED]	CONTACT NUMBER [REDACTED]	DATE [REDACTED]
STREET [REDACTED]	JOB NAME [REDACTED]	
CITY, STATE AND ZIP CODE [REDACTED]	JOB LOCATION [REDACTED]	

We hereby submit specifications and estimates for:

To Remove grass and topsoil on site
 and apply 4" stone base to whole
 area. Then apply 4" thick coat of asphalt to whole
 area from back to front. Then apply 4" bedrock
 of 1 1/2" stones. Also driveway and compact Roll
 an Asphalt. Taper all edges.
 557 Lakeside St Apply Tar and Seal Driveway get under
 house driveway to back away from house.

N. STANLEY PAVING
16052 AIRPORT DRIVE
DALTON, PA 18414
Phone: 570-587-8989
Fax: 570-587-9072
HIC # PA045415

Total 23,000
 Down Payment 10,000
 Balance _____

1 YEAR GUARANTEE - IF JOB DEVELOPS HOLES, WE WILL REPAIR FREE OF CHARGE.
***SEE REVERSE SIDE FOR IMPORTANT WARRANTY INFORMATION.**

YOUR CONTRACTOR ASSURES YOU THE FINEST MATERIAL AND WORKMANSHIP ARE USED ON
 YOUR JOB. GUARANTEE HOLDS 1 YEAR FROM ABOVE DATE.

NOT RESPONSIBLE FOR DAMAGES DUE TO NATURAL CAUSES, INCLUDING TREE ROOTS, GRASS
 & WATER PITCH NOT GUARANTEED.

NO SEALER WILL BE USED ON THE JOB UNLESS CONTRACTOR APPROVES. IF APPLIED BY ANY
 OTHER CONTRACTOR, GUARANTEE IF VOID. PAYABLE ON COMPLETION, CASH OR CHECK. CON-
 TRACTOR RESERVES THE RIGHT TO REMOVE ANY UNPAID MATERIALS.

PLEASE NOTE:
 ANY JOB AGREED ON THE SAME DAY AS NEGOTIATION MEANS YOU GIVE UP THE RIGHT ON THE
 3-DAY WAIVER.

SIGNED

[REDACTED]

Property Owner

I have read and completely understand the warranty information on the back page

CONTRACTOR

Name

TARRING ☐ If this box is not checked this means no tar will be applied, and if it is \$300 per 20 ft. of tar.

EXHIBIT B

Received
BCL-26-05-021253

#1

MAY 26 2026
S Andrejak
PA Office of Attorney General
Consumer Protection - Harrisburg

N. STANLEY PAVING INC.
1-800-996-7108

PROPOSAL SUBMITTED TO [REDACTED]	CONTACT NUMBER [REDACTED]	DATE 07/13/2026
STREET [REDACTED]	JOB NAME [REDACTED]	
CITY, STATE AND ZIP CODE [REDACTED]	JOB LOCATION Same	

We hereby submit specifications and estimates for:

6x10 inch concrete for driveway
of 10x10 ft. edged with 2x4s
Lapped joint w/ PAVER upon completion
rolled with roller
\$4.00 sq ft material at end

N. STANLEY PAVING
16052 AIRPORT DRIVE
DALTON, PA 18414
Phone: 570-587-8989
Fax: 570-587-9072
HIC # PA045415

Total \$16,000.00
Down Payment \$
Balance \$

1 YEAR GUARANTEE - IF JOB DEVELOPS HOLES, WE WILL REPAIR FREE OF CHARGE.
***SEE REVERSE SIDE FOR IMPORTANT WARRANTY INFORMATION.**

YOUR CONTRACTOR ASSURES YOU THE FINEST MATERIAL AND WORKMANSHIP ARE USED ON YOUR JOB. GUARANTEE HOLDS 1 YEAR FROM ABOVE DATE.

NOT RESPONSIBLE FOR DAMAGES DUE TO NATURAL CAUSES, INCLUDING TREE ROOTS, GRASS & WATER PITCH NOT GUARANTEED.

NO SEALER WILL BE USED ON THE JOB UNLESS CONTRACTOR APPROVES. IF APPLIED BY ANY OTHER CONTRACTOR, GUARANTEE IS VOID. PAYABLE ON COMPLETION, CASH OR CHECK. CONTRACTOR RESERVES THE RIGHT TO REMOVE ANY UNPAID MATERIALS.

PLEASE NOTE:

ANY JOB AGREED ON THE SAME DAY AS NEGOTIATION MEANS YOU GIVE UP THE RIGHT ON THE 3-DAY WAIVER.

SIGNATURE

Property Owner

I have read and completely understand the warranty information on the back page

CONTRACTOR

Name

TARRING ☐ If this box is not checked this means no tar will be applied, and if it is \$300 per 20 ft. of tar.

EXHIBIT C

N. STANLEY PAVING INC.
1-800-996-7108

PROPOSAL SUBMITTED TO: [REDACTED]	CONTACT NUMBER: [REDACTED]	DATE: 04/14/2026
SUBJECT: [REDACTED]	JOB NAME: (SAND)	
CITY, STATE AND ZIP CODE: [REDACTED]	JOB LOCATION: (SAND)	

We hereby submit specifications and estimates for:

CRACKED DRIVEWAY w/ SKIDZER CLEARED
EDGED BOTH SIDES w/ DRIVEWAY BLEW OFF
ALL DEBRIS WEEDS/GRASS -
LAYED HOT ASPHALT 2" DEPTH w/ PAVEMENT
COMPACTOR ROLLED COMPACTED ENTIRE NEW
ASPHALT DRIVEWAY TAMPED SA ON SIDE OF DRIVEWAY
2 LOADS per 16,000 Agreed to 2 Additional
LOADS to finish out to driveway TOTAL SQ FT 9,038
X \$4.00 per ft = \$36,152

WOM Set Cont
Entire Driveway
to EXTRA
large

N. STANLEY PAVING
16052 AIRPORT DRIVE
DALTON, PA 18414
Phone: 570-587-8989
Fax: 570-587-9072
HIC # PA045415

#77103
PR 28152
PR 28152

Total \$36,152
Down Payment \$8,000 PD w/ check
Balance \$28,152 CS

2 YEAR GUARANTEE - IF JOB DEVELOPS HOLES, WE WILL REPAIR FREE OF CHARGE.
*SEE REVERSE SIDE FOR IMPORTANT WARRANTY INFORMATION.

YOUR CONTRACTOR ASSURES YOU THE FINEST MATERIAL AND WORKMANSHIP ARE USED ON
YOUR JOB. GUARANTEE HOLDS 1 YEAR FROM ABOVE DATE.

NOT RESPONSIBLE FOR DAMAGES DUE TO NATURAL CAUSES, INCLUDING TREE ROOTS, GRASS
& WATER PITCH NOT GUARANTEED
NO SEALER WILL BE USED ON THE JOB UNLESS CONTRACTOR APPROVES. IF APPLIED BY ANY
OTHER CONTRACTOR, GUARANTEE IS VOID. PAYABLE ON COMPLETION, CASH OR CHECK. CON-
TRACTOR RESERVES THE RIGHT TO REMOVE ANY UNPAID MATERIALS

PLEASE NOTE:
ANY JOB AGREED ON THE SAME DAY AS NEGOTIATION MEANS YOU GIVE UP THE RIGHT ON THE
3-DAY WAIVER

28152
8,000
20152

SIGNED _____
Property Owner
I have read and completely understand the warranty information
on the back page

CONTRACTOR _____
Name

TARRING: ☐ If this box is not checked this means no tar will be applied, and if it is \$300 per 20 ft. of tar

EXHIBIT D

... Roads
... the first time!

1-800-996-7108
570-587-8000
nstanleypaving.com

STANLEY PAVING INC.
800-996-7108

DATE: [REDACTED]
JOB NAME: [REDACTED]
JOB LOCATION: [REDACTED]

We hereby submit specifications and estimates for:

Driveway Prepared for Asphalt Resurface. All Grass
Removed from cracks in Existing Black Top. Edges
straight. Area blown free of all dirt and debris.
Asphalt laid in and Raked Evenly. with Edges Racked.
Asphalt Rolled for compaction.

All necessary clean up done upon completion of

* 5 year Warranty

Material and Labor 06-02-2001

N. STANLEY PAVING
16052 AIRPORT DRIVE
DALTON, PA 18414
Phone: 570-587-8989
Fax: 570-587-9072
HIC # PA045415

CK# 7769
Paid [Signature]

Total ~~5000~~ 5000
Down Payment ~~1500~~ 500
Balance 0

1 YEAR GUARANTEE - IF JOB DEVELOPS HOLES, WE WILL REPAIR FREE OF CHARGE.
*SEE REVERSE SIDE FOR IMPORTANT WARRANTY INFORMATION.

YOUR CONTRACTOR ASSURES YOU THE FINEST MATERIAL AND WORKMANSHIP ARE USED
YOUR JOB. GUARANTEE HOLDS 1 YEAR FROM ABOVE DATE.

NOT RESPONSIBLE FOR DAMAGES DUE TO NATURAL CAUSES, INCLUDING TREE ROOTS, G
& WATER PITCH NOT GUARANTEED
NO SEALER WILL BE USED ON THE JOB UNLESS CONTRACTOR APPROVES. IF APPLIED BY
OTHER CONTRACTOR, GUARANTEE IF VOID. PAYABLE ON COMPLETION, CASH OR CHECK
TRACTOR RESERVES THE RIGHT TO REMOVE ANY UNPAID MATERIALS.

EXHIBIT E

N. STANLEY PAVING INC.
1-800-996-7108

PROPOSAL SUBMITTED TO [REDACTED]	CONTACT NUMBER [REDACTED]	DATE 12-8-23
STREET [REDACTED]	JOB NAME	
CITY, STATE AND ZIP CODE [REDACTED]	JOB LOCATION	

We hereby submit specifications and estimates for:

*to mill & lay out to Rm
P. 1. And 3. 1122. 1 grade drive way.
then apply 3 inch of asphalt
compact roll 4000 sq ft*

Paid Intell check # 110

N. STANLEY PAVING
16052 AIRPORT DRIVE
DALTON, PA 18414
Phone: 570-587-8989
Fax: 570-587-9072
HIC # PA045415

addition footage
Total ~~13,000~~ 17,000
Down Payment _____
Balance _____

1 YEAR GUARANTEE - IF JOB DEVELOPS HOLES, WE WILL REPAIR FREE OF CHARGE.
***SEE REVERSE SIDE FOR IMPORTANT WARRANTY INFORMATION.**

YOUR CONTRACTOR ASSURES YOU THE FINEST MATERIAL AND WORKMANSHIP ARE USED ON YOUR JOB. GUARANTEE HOLDS 1 YEAR FROM ABOVE DATE.

NOT RESPONSIBLE FOR DAMAGES DUE TO NATURAL CAUSES, INCLUDING TREE ROOTS, GRASS & WATER PITCH NOT GUARANTEED.

NO SEALER WILL BE USED ON THE JOB UNLESS CONTRACTOR APPROVES. IF APPLIED BY ANY OTHER CONTRACTOR, GUARANTEE IF VOID. PAYABLE ON COMPLETION, CASH OR CHECK. CONTRACTOR RESERVES THE RIGHT TO REMOVE ANY UNPAID MATERIALS.

PLEASE NOTE:
ANY JOB AGREED ON THE SAME DAY AS NEGOTIATION MEANS YOU GIVE UP THE RIGHT ON THE 3-DAY WAIVER.

SIGNED _____

Property Owner

I have read and completely understand the warranty information on the back page

CONTRACTOR _____

Name

TARRING ☐ If this box is not checked this means no tar will be applied, and if it is \$300 per 20 ft. of tar.

CONGRATULATIONS on your new DRIVEWAY!

With proper maintenance you will have your driveway for years!

There is a normal "break-in period" for all new asphalt driveways. Situations listed below are normal and should be no cause for alarm. However, failure to observe these suggestions may void your warranty.

- 1) **Blemishes/Flaking** - Flaking occurs primarily from the texture of material itself and generally stops within several months, particularly around edges, Blemishes will fade after full season.
- 2) **Soft Blacktop** - Your new driveway acts as a huge solar cell and absorbs tremendous amounts of heat, this will cause all asphalt to become soft. During hot summer days be careful not to place pointed objects, step ladders, lawn chair legs, motorcycle kick stands, etc. on driveway. Failure to follow suggestions may void warranty. Damage caused by snow plow, heavy equipment, etc. automatically voids warranty.
- 3) **Power Steering and Tire Marks** - Turning the wheel in place and sudden back and forth motion or sharp braking may damage new asphalt and may void warranty.
- 4) **Petroleum/Solvents/Acids** - Any of the latter chemicals will destroy new asphalt making warranty null and void; including but no limited to the following: transmission fluid, oil, anti-freeze, diesel fuel, gasoline, battery acid, cleaning agents, etc.
- 5) **Seams** - We try our best to avoid seams, however on occasion, because of matters beyond our control, seams will be necessary. We do not guarantee your driveway seam free, but we will try our best to avoid them.
- 6) **Repairs** - A repair is limited to that specific area where problem occurred and does not mean total resurfacing of your driveway.
- 7) **For Insurance Purposes** - Persons no working for our company cannot stand within 60 feet of work area.
- 8) **Anyone Interfering** in the performance of job, by action or suggestion, assumes all responsibility for work performed and must pay balance due.

We recommend a proper maintenance program. Ask for details on our quality seal and maintenance plan.

THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE, YOUR BUSINESS IS APPRECIATED.

FINALLY FOLKS, IN GENERAL YOUR DRIVEWAY IS ONLY MADE OF SAND, STONE AND TAR (ASPHALT). WHILE IT IS VERY DURABLE AND USUALLY EASY TO REPAIR, TRY NOT TO MISUSE IT AND YOU WILL ENJOY YOUR DRIVEWAY FOR MANY YEARS.

NO GUARANTEE ON SMOOTHNESS, DUE TO MATERIAL USED.

NOTICE OF CANCELLATION

Date of Transaction _____

You may cancel this transaction, without penalty or obligation, within three business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within ten business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram to N. Stanley Paving, at 16052 Airport Road, Dalton, PA 18414, not later than midnight of

I hereby cancel this transaction.

Date

Buyer's Signature

VERIFICATION

I, Sabrina Andrejak, 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

Date: August 4, 2026

/S *Sabrina Andrejak*
Consumer Protection Agent

COMMONWEALTH OF PENNSYLVANIA
BY ATTORNEY GENERAL
DAVID W. SUNDAY, Jr.,

Plaintiff,

vs.

N. STANLEY PAVING, INC.,
16052 Airport Drive
Dalton, PA 18414

and

NICHOLAS E. STANLEY, INDIVIDUALLY
and as PRINCIPAL/ OWNER OF
N. STANLEY PAVING, INC.
16052 Airport Drive
Dalton, PA 18414

Defendants.

34