

## Home Improvement Cases

Mike Stevens, Ricky ("Rico") Stevens, Sal Stevens, Jonathan ("John") Stevens and Robert Stevens - Individuals of this family have operated home improvement businesses under a series of names to evade unsatisfied customers and to escape liability for their past unscrupulous practices.

Since at least 2000, the Stevenses have represented themselves at various times to consumers as: Stevens Paving LLC; Stevens Paving; Diamond Roofing and Paving; Flower City Roofing; Flower City Paving; Hi Tech Roofing & Sealing; Liberty Paving; Liberty Roofing; New England Roofing and Paving; Irondequoit Paving; State Paving; and Four Star Paving.

According to legal papers, the Stevens advertise that they are members of the "B.B.B." (Better Business Bureau) when, in fact, they have never been members and have been admonished by the BBB for falsely making such a claim.

The Stevenses prey upon homeowners during emergency situations, including those in need of emergency roof repairs, by inducing them to make full payments for work they never perform or for which they do minimum work in an unprofessional and shoddy manner. For example, consumers complained of roofs continuing to leak after defendants performed "repairs" and driveways that were left unfinished.

Consumers unhappy with the work on these construction projects discovered that the Stevenses repeatedly and persistently fail to honor written warranties, refuse to remedy defective work, ignore consumers who complain and fail to provide promised refunds for those who legally cancelled contracts.

They then refused to pay Small Claims Court judgments obtained by customers.

Spitzer's office has received at least 45 complaints against the Stevenses and their various home improvement companies.

In filing the lawsuit, Spitzer's office is seeking injunctive relief, restitution for aggrieved consumers, civil penalties and costs.

James C. Sudore of Greece operates his businesses under a variety of names in order to confuse consumers and to mask the true his identity. Some of the names of his nine home repair businesses are: New York Heating & Chimney Service & Air Conditioning, Inc.; New York Heating, Chimney Service and Home Improvements; and New York Heating & Air Conditioning & Chimney Service.

According to court papers, Sudore lures consumers with false claims in community newspapers claiming to be a member of the Rochester Better Business Bureau even though its membership was revoked nearly two years ago. Sudore then repeatedly induces consumers to pay substantial deposits for projects, fails to keep appointments with consumers and fails to perform any work. For projects he does complete, consumers complain that the work is shoddy. Efforts by customers to contact Sudore to obtain refunds have been unanswered or unsuccessful.

Spitzer's office has received nearly 20 complaints against Sudore's various home repair

companies.

In filing the lawsuit, Spitzer's lawsuit seeks injunctive relief, restitution for aggrieved consumers, civil penalties and costs.

Allen R. (Richard) Russell, Sr., Allen R. (Richard) Russell, Jr. have operated four home repair firms since 1998, including The Siding Center, Inc.; The Siding Center of W.N.Y., Inc.; Capital Holdings and Capital Renovations.

Spitzer's office has received at least 35 complaints from consumers about the Russells. These consumers complain that they were induced to make advanced payments for home improvement projects that were never commenced. Others complained that the Russells performed shoddy workmanship, refused warranty repair claims and refused to pay Small Claims Court judgments.

In response to the complaints, Spitzer's office commenced both a criminal proceeding against Allen Russell, Sr. and a civil case against both the Russells and their home repair companies. After pleading guilty to one count of Scheme to Defraud in the First Degree, a class E felony, Russell, Sr. was sentenced to five years probation and directed to make restitution of approximately \$98,000 to 19 consumers.

Last March, Justice Andrew V. Siracuse of Monroe County State Supreme Court signed the consent order that permanently bars the Russells from engaging in the home improvement contracting industry in New York State. The civil court decree also holds the Russells personally liable for over \$67,000 in restitution to 16 additional victimized consumers not covered by the criminal judgment and \$2,000 in the state's court costs.

In total, Spitzer's office has succeeded in obtaining over \$163,000 in court-ordered restitution through criminal and civil enforcement efforts against the Russells.

Anthony J. Cavallaro, Jr., who operated Cavallaro Enterprises out of Steuben County, settled an investigation related to at least 10 complaints that he induced consumers to enter into construction contracts by representing that he will perform and complete work in a timely fashion, when, in fact, the work is seldom completed. The work that Cavallaro did perform was often substandard and shoddy. Consumers complained that Cavallaro routinely failed to keep appointments, to do warranty repair work for jobs he undertook or to adequately respond to complaints about his defective workmanship and untimely performance. According to legal papers, he failed to give refunds to consumers and persistently failed to pay for building materials purchased from building suppliers, even though the costs of those materials was paid for by consumers as part of the contract. As a result, building suppliers filed liens against the consumers' property. In addition, Cavallaro repeatedly failed to pay Small Claims Court judgments obtained by unsatisfied consumers.

The consent order signed by Acting Justice Marianne Furfure of State Supreme Court in Steuben County, Cavallaro bars from operating as a home improvement contractor or door to door sales business unless he posts a \$100,000 performance bond. Also pursuant to the order, Cavallaro agreed to pay restitution of over \$35,000 to nine individuals and \$7,000 in civil penalties and costs.

John M. Matula, who operated Taz Masonry, Inc., and J.M. Masonry Contractors out of his Spencerport home since at least 1997, consented to a court-approved order related to at least

nine consumer complaints against him. The complaints allege that Matula demanded up-front payment for projects that he failed to commence and failed to protect the monies by placing them in separate bank accounts as required by law. Other consumers complained that, through fraudulent representations, he induced consumers to pay thousands of dollars for work that was seldom completed, was substandard and was shoddy in nature.

According to the consent order signed by Justice Kenneth R. Fisher of State Supreme Court in Monroe County, Matula is barred from engaging in the home improvement contracting or door to door sales businesses unless he posts a \$100,000 performance bond. Also, he is liable for restitution of nearly \$22,000 to nine consumers and \$9,000 in civil penalties and costs.