

and/or “Plaintiff”), brings this action to obtain injunctive relief, civil penalties, restitution and costs against Defendants, and avers as follows:

1. This Complaint is brought 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”), which authorizes the Attorney General to bring an action in the name of the Commonwealth to restrain by temporary or permanent injunction unfair methods of competition and unfair or deceptive acts or practices declared unlawful therein.

2. The Commonwealth believes and therefore avers that Defendants are using, and/or has used methods, acts or practices declared unlawful by § 201-3 of the Consumer Protection Law.

3. The Commonwealth believes and therefore avers that the public interest is served by seeking before this Honorable Court an injunction to restrain the methods, acts or practices complained of herein.

4. Further, the Commonwealth requests restitution, civil penalties, costs and other appropriate equitable relief.

5. This Court has jurisdiction of this action pursuant to § 761 of the Judicial Code, 42 P.S. § 761.

THE PARTIES

6. Plaintiff is the Commonwealth of Pennsylvania, acting by Attorney General Thomas W. Corbett, Jr., through the Bureau of Consumer Protection, which has offices located at 21 South 12th Street, 2nd Floor, Philadelphia, Pennsylvania 19107.

7. Defendant Arthur McKeown (herein referred to as “McKeown” and/or “Defendant” and/or collectively as one of the “Defendants”) is an adult individual residing at 813

West Chester Pike, West Chester, Pennsylvania 19382 and is being sued individually and as the President of AEM Custom Builders, Inc. and Buildcrafters, Inc.

8. Defendant AEM Custom Builders, Inc. (herein referred to as "AEM" and/or "Defendant" and/or collectively as one of the "Defendants") is a registered with the Pennsylvania Department of State as a Pennsylvania business corporation engaged in trade or commerce within the Commonwealth of Pennsylvania from a business address located at 813 West Chester Pike, West Chester, Pennsylvania 19382.

9. Defendant Buildcrafters, Inc. (herein referred to as "Buildcrafters" and/or "Defendant" and/or collectively as one of the "Defendants") is registered with the Pennsylvania Department of State, separate from AEM, as a Pennsylvania business corporation engaged in trade or commerce within the Commonwealth of Pennsylvania from a business address located at 813 West Chester Pike, West Chester, Pennsylvania 19382.

BACKGROUND

10. At all times relevant and material hereto, Defendants engaged in trade and commerce within the Commonwealth of Pennsylvania through the operation of a general home contracting construction/remodeling business.

11. Upon information and belief, at all times relevant and material hereto, McKeown was the owner and President of AEM and Buildcrafters.

12. Upon information and belief, at all times relevant and material hereto, Defendants AEM and Buildcrafters were controlled, in whole or in part, by Defendant McKeown, who with actual and/or constructive knowledge, approved, endorsed, directed, ratified, controlled, and/or otherwise participated in the acts and practices of Defendants AEM and Buildcrafters, alleged herein.

13. Defendants contracted with and accepted monies from consumers to do home improvements and home remodeling projects.

14. The Bureau of Consumer Protection has received consumer complaints against the Defendants.

15. Consumer complaints allege Defendants failed to begin work upon the contract date promised; Defendants failed to complete jobs; Defendants failed to order materials specific to the jobs.

16. Consumers have also alleged Defendants failed to provide refunds.

17. Defendants used a written contract that contains a confessed judgment clause. A true and correct copy of the contract(s) used by Defendants AEM and Buildcrafters is attached hereto as Exhibit A.

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

COUNT I—VIOLATIONS OF THE CONSUMER PROTECTION LAW
DEFENDANTS FAILED TO BEGIN PROJECTS UPON THE DATE
PROMISED TO CONSUMERS

19. Plaintiff incorporates herein Paragraphs 1 through 18 as though the same were more fully set forth herein at length.

20. In some contracts entered into between Defendants and consumers, Defendants included a start date for beginning the home improvement/remodeling project.

21. Defendants failed to begin work by the date promised in the contracts.

22. In other cases, Defendants failed to include a start date in their contract but

verbally gave consumers an approximate start date.

23. Defendants then failed to begin work for several months, even years, if at all.

24. The aforesaid methods, acts or practices constitute the following unfair methods of competition and unfair acts or practices in the conduct of trade or commerce as prohibited by §201-3 of the Consumer Protection Law, as defined by §201-2(4):

- (ii) Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services;
- (iii) Causing likelihood of confusion or of misunderstanding as to affiliation, connection or association with, or certification by, another; and
- (xxi) Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

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

26. 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.

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

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

B. Directing the Defendants to make full restitution 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;

C. Permanently enjoining Defendants and all other persons acting on their behalf, directly or indirectly, from:

- i. Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services, in violation of § 201-2(4)(ii) of the Consumer Protection Law;
- ii. Causing likelihood of confusion or of misunderstanding as to affiliation, connection or association with, or certification by, another, in violation of § 201-2(4)(iii) of the Consumer Protection Law;
- iii. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, in violation of § 201-2(4)(xxi) of the Consumer Protection Law.

D. Prohibiting Defendants from otherwise violating the Consumer Protection Law;

E. Requiring Defendants to pay the Commonwealth a civil penalty in the amount of One Thousand (\$1,000.00) Dollars for each and every violation of the Consumer Protection Law, and a civil penalty of Three Thousand (\$3,000.00) Dollars for each and every violation of the Consumer Protection Law where the victim is sixty years of age or older;

F. Permanently enjoining Defendants in any capacity, from doing business in the Commonwealth of Pennsylvania and requiring Defendant to forfeit their right to engage in any business in the Commonwealth of Pennsylvania until they have paid all restitution, refunds, civil penalties and costs referred to herein;

G. Requiring Defendants, prior to engaging in any business in the Commonwealth, to provide to the Commonwealth, through the Office of Attorney General, Bureau of Consumer Protection, Philadelphia Regional Office, written notice of the location of such business and the purpose of such business;

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

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

COUNT II—VIOLATIONS OF THE CONSUMER PROTECTION LAW
DEFENDANTS FAILED TO COMPLETE
HOME IMPROVEMENT PROJECTS AS CONTRACTED

27. Plaintiff incorporates herein Paragraphs 1 through 26 as though the same were more fully set forth herein at length.

28. Consumers contracted with Defendants to perform home improvements on their properties.

29. Consumers paid deposits or the full contracted amount to Defendants before Defendants began any work under the contract.

30. In some cases, Defendants failed to perform any work under the contract.

31. In other cases, Defendants began the project but failed to complete the work stated in the contract.

32. The aforesaid methods, acts or practices constitute the following unfair methods of competition and unfair acts or practices in the conduct of trade or commerce as prohibited by §201-3 of the Consumer Protection Law, as defined by §201-2(4):

- (ii) Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services;
- (iii) Causing likelihood of confusion or of misunderstanding as to affiliation, connection or association with, or certification by, another;
- (iv) Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation or

connection that he does not have; and

- (xxi) Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

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

34. 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.

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

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

B. Directing the Defendants to make full restitution 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;

C. Permanently enjoining Defendants and all other persons acting on their behalf, directly or indirectly, from:

- i. Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services, in violation of § 201-2(4)(ii) of the Consumer Protection Law;
- ii. Causing likelihood of confusion or of misunderstanding as to affiliation, connection or association with, or certification by, another, in violation of § 201-2(4)(iii) of the Consumer Protection Law;
- iii. Advertising goods or services with the intent not to sell them as

advertised. in violation of § 201-2(4)(ix) of the Consumer Protection Law;

iv. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, in violation of § 201-2(4)(xxi) of the Consumer Protection Law.

D. Prohibiting Defendants from otherwise violating the Consumer Protection Law;

E. Requiring Defendants to pay the Commonwealth a civil penalty in the amount of One Thousand (\$1,000.00) Dollars for each and every violation of the Consumer Protection Law, and a civil penalty of Three Thousand (\$3,000.00) Dollars for each and every violation of the Consumer Protection Law where the victim is sixty years of age or older;

F. Permanently enjoining Defendants in any capacity, from doing business in the Commonwealth of Pennsylvania and requiring Defendant to forfeit their right to engage in any business in the Commonwealth of Pennsylvania until they have paid all restitution, refunds, civil penalties and costs referred to herein;

G. Requiring Defendants, prior to engaging in any business in the Commonwealth, to provide to the Commonwealth, through the Office of Attorney General, Bureau of Consumer Protection, Philadelphia Regional Office, written notice of the location of such business and the purpose of such business;

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

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

COUNT III—VIOLATIONS OF THE CONSUMER PROTECTION LAW
DEFENDANTS FAILED TO ORDER MATERIALS SPECIFIC TO THE
HOME IMPROVEMENT PROJECTS

35. Plaintiff incorporates herein Paragraphs 1 through 34 as though the same were more fully set forth herein at length.

36. Consumers paid Defendants specific amounts, as specified in the contract, for materials.

37. Defendants failed to order and/or purchase the specified materials.

38. Instead, Defendants used the money paid by current consumers to complete prior jobs.

39. The aforesaid methods, acts or practices constitute the following unfair methods of competition and unfair acts or practices in the conduct of trade or commerce as prohibited by §201-3 of the Consumer Protection Law, as defined by §201-2(4):

- (ii) Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services;
- (iii) Causing likelihood of confusion or of misunderstanding as to affiliation, connection or association with, or certification by, another;
- (v) 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;
- (xiv) 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; and
- (xxi) Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

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

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

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

B. Directing the Defendants to make full restitution 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;

C. Permanently enjoining Defendants and all other persons acting on their behalf, directly or indirectly, from:

- i. Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services, in violation of § 201-2(4)(ii) of the Consumer Protection Law;
- ii. Causing likelihood of confusion or of misunderstanding as to affiliation, connection or association with, or certification by, another, in violation of § 201-2(4)(iii) of the Consumer Protection Law;
- iii. Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation or connection that he does not have, in violation of § 201-2(4)(v) of the Consumer Protection Law;
- iv. 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, in violation of § 201-2(4)(xiv) of the Consumer Protection Law; and

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

D. Prohibiting Defendants from otherwise violating the Consumer Protection Law;

E. Requiring Defendants to pay the Commonwealth a civil penalty in the amount of One Thousand (\$1,000.00) Dollars for each and every violation of the Consumer Protection Law, and a civil penalty of Three Thousand (\$3,000.00) Dollars for each and every violation of the Consumer Protection Law where the victim is sixty years of age or older;

F. Permanently enjoining Defendants in any capacity, from doing business in the Commonwealth of Pennsylvania and requiring Defendant to forfeit their right to engage in any business in the Commonwealth of Pennsylvania until they have paid all restitution, refunds, civil penalties and costs referred to herein;

G. Requiring Defendants, prior to engaging in any business in the Commonwealth, to provide to the Commonwealth, through the Office of Attorney General, Bureau of Consumer Protection, Philadelphia Regional Office, written notice of the location of such business and the purpose of such business;

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

I. Granting such other general and/or further relief as the Court deems just

and proper.

COUNT IV—VIOLATIONS OF THE CONSUMER PROTECTION LAW
DEFENDANTS FAILED TO PROVIDE REFUNDS

42. Plaintiff incorporates herein Paragraphs 1 through 41 as though the same were more fully set forth herein at length.

43. Consumers paid money to Defendants to order special materials for their home improvement projects and to complete the work stated in the contracts.

44. In some cases, Defendants failed to order and/or provide the specified materials, failed to begin the work upon the date promised, and/or failed to complete the work stated in the contracts.

45. Consumers requested refunds from Defendants.

46. Defendants failed to properly and timely respond to refund requests made by those consumers.

47. Defendants failed to provide refunds to consumers.

48. The aforesaid methods, acts or practices constitute the following unfair methods of competition and unfair acts or practices in the conduct of trade or commerce as prohibited by §201-3 of the Consumer Protection Law, as defined by §201-2(4):

- (ii) Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services;
- (iii) Causing likelihood of confusion or of misunderstanding as to affiliation, connection or association with, or certification by, another;
- (v) Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation or connection that he does not have; and

(xxi) Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

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

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

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

B. Directing the Defendants to make full restitution 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;

C. Permanently enjoining Defendants and all other persons acting on their behalf, directly or indirectly, from:

i. Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services, in violation of § 201-2(4)(ii) of the Consumer Protection Law;

ii. Causing likelihood of confusion or of misunderstanding as to affiliation, connection or association with, or certification by, another, in violation of § 201-2(4)(iii) of the Consumer Protection Law;

iii. Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not

have or that a person has a sponsorship, approval, status, affiliation or connection that he does not have, in violation of § 201-2(4)(v) of the Consumer Protection Law;

iv. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, in violation of § 201-2(4)(xxi) of the Consumer Protection Law.

D. Prohibiting Defendants from otherwise violating the Consumer Protection Law;

E. Requiring Defendants to pay the Commonwealth a civil penalty in the amount of One Thousand (\$1,000.00) Dollars for each and every violation of the Consumer Protection Law, and a civil penalty of Three Thousand (\$3,000.00) Dollars for each and every violation of the Consumer Protection Law where the victim is sixty years of age or older;

F. Permanently enjoining Defendants in any capacity, from doing business in the Commonwealth of Pennsylvania and requiring Defendant to forfeit their right to engage in any business in the Commonwealth of Pennsylvania until they have paid all restitution, refunds, civil penalties and costs referred to herein;

G. Requiring Defendants, prior to engaging in any business in the Commonwealth, to provide to the Commonwealth, through the Office of Attorney General, Bureau of Consumer Protection, Philadelphia Regional Office, written notice of the location of such business and the purpose of such business;

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

I. Granting such other general and/or further relief as the Court deems just

and proper.

COUNT V—VIOLATIONS OF THE CONSUMER PROTECTION LAW
DEFENDANTS' CONTRACT CONTAINED A CONFESSED JUDGMENT CLAUSE

51. Plaintiff incorporates herein Paragraphs 1 through 50 as though the same were more fully set forth herein at length.

52. Defendants' contract contains a confessed judgment clause.

53. The standard contract used by Defendants states "Owner absolutely waives the right to receive the cost of additional options and/or changes and agrees that Builder shall have the right to retain any and all monies paid ..."

54. Consumers were charged a fee to submit a change order, to add, delete or modify changes in a contract.

55. Consumers were required to pay in full before work on the change order began.

56. Defendants' contract forces consumers to give up their right to recover monies they have paid Defendants.

57. Defendants' retention of consumers' monies is not reasonably related to the expenses Defendants incurred.

58. The aforesaid methods, acts or practices constitute the following unfair methods of competition and unfair acts or practices in the conduct of trade or commerce as prohibited by §201-3 of the Consumer Protection Law, as defined by §201-2(4):

(xviii) Using a contract, form or other document related to a consumer transaction which contained a confessed judgment clause that waived the consumer's right to assert a legal defense to an action; and

(xxi) Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

59. At all times relevant and material hereto, the unlawful methods, acts and practices

complained of have been willfully used by the Defendants.

60. 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.

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

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

B. Directing the Defendants to make full restitution 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;

C. Permanently enjoining Defendants and all other persons acting on their behalf, directly or indirectly, from:

- i. Using a contract, form or other document related to a consumer transaction which contained a confessed judgment clause that waived the consumer's right to assert a legal defense to an action, in violation of § 201-2(4)(xviii) of the Consumer Protection Law; and
- ii. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, in violation of § 201-2(4)(xxi).

D. Prohibiting Defendants from otherwise violating the Consumer Protection Law;

E. Requiring Defendants to pay the Commonwealth a civil penalty in the amount of One Thousand (\$1,000.00) Dollars for each and every violation of the Consumer

Protection Law, and a civil penalty of Three Thousand (\$3,000.00) Dollars for each and every violation of the Consumer Protection Law where the victim is sixty years of age or older;

F. Permanently enjoining Defendants in any capacity, from doing business in the Commonwealth of Pennsylvania and requiring Defendant to forfeit their right to engage in any business in the Commonwealth of Pennsylvania until they have paid all restitution, refunds, civil penalties and costs referred to herein;

G. Requiring Defendants, prior to engaging in any business in the Commonwealth, to provide to the Commonwealth, through the Office of Attorney General, Bureau of Consumer Protection, Philadelphia Regional Office, written notice of the location of such business and the purpose of such business;

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

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

Respectfully Submitted,

THOMAS W. CORBETT, JR.

ATTORNEY GENERAL

Date: _____

By: _____

SARAH A. ELLIS
Deputy Attorney General
Attorney I.D. #203529

HENRY HART, III
Senior Deputy Attorney General
Attorney in Charge
Attorney I.D. #24599

Pennsylvania Office of Attorney General
Bureau of Consumer Protection
21 South 12th Street, 2nd Floor
Philadelphia, Pennsylvania 19107
(215) 560-2414

IN THE COURT OF COMMON PLEAS OF CHESTER
COUNTY, PENNSYLVANIA
CIVIL DIVISION

COMMONWEALTH OF PENNSYLVANIA :
Acting by Attorney General : _____ Term, 2008
THOMAS W. CORBETT, JR., :
 : No. _____
 :
 : Plaintiff, :
 :
 : v. :
 :
 : ARTHUR MCKEOWN, individually and as :
 : President of AEM Custom Builders, Inc. and :
 : Buildcrafters, Inc. :
 : 813 West Chester Pike :
 : West Chester, Pennsylvania 19380, :
 :
 : and :
 :
 : AEM CUSTOM BUILDERS, INC. :
 : 813 West Chester Pike :
 : West Chester, Pennsylvania 19380, :
 :
 : and :
 :
 : BUILDCRAFTERS, INC. :
 : 813 West Chester Pike :
 : West Chester, Pennsylvania 19380, :
 :
 : Defendants :
 :
 : _____ :

NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action **within twenty (20) days** after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you, and a judgment may be entered against you 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 OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICES SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Lawyer Referral and Information Service
Chester County Bar Association
15 West Gay Street
West Chester, Pennsylvania 19380
Telephone: (610) 429-1500

SARAH A. ELLIS
Deputy Attorney General
Attorney I.D. #203529
Office of Attorney General
Bureau of Consumer Protection
21 South 12th Street, 2nd Floor
Philadelphia, Pennsylvania 19107
215-560-2414
Attorney for Plaintiff

VERIFICATION

I, Nicole R. Beck, hereby state that I am an Agent with the 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, information and belief.

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

(Print Name)

(Signature)

Date: _____

IN THE COURT OF COMMON PLEAS OF CHESTER
COUNTY, PENNSYLVANIA
CIVIL DIVISION

COMMONWEALTH OF PENNSYLVANIA Acting by Attorney General THOMAS W. CORBETT, JR.,	:	
	:	_____ Term, 2008
	:	
Plaintiff,	:	No. _____
v.	:	
	:	CIVIL ACTION - EQUITY
ARTHUR MCKEOWN, individually and as President of AEM Custom Builders, Inc. and Buildcrafters, Inc. 813 West Chester Pike West Chester, Pennsylvania 19380,	:	
and	:	
AEM CUSTOM BUILDERS, INC. 813 West Chester Pike West Chester, Pennsylvania 19380,	:	
and	:	
BUILDCRAFTERS, INC. 813 West Chester Pike West Chester, Pennsylvania 19380,	:	
Defendants	:	
	:	

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the Commonwealth of Pennsylvania's Complaint in Equity was served on the following by regular first class mail, postage prepaid, on the date cited below.

Arthur McKeown
813 West Chester Pike
West Chester, Pennsylvania 19380

AEM Custom Builders, Inc.
813 West Chester Pike

West Chester, Pennsylvania 19380

Buildcrafters, Inc.
813 West Chester Pike
West Chester, Pennsylvania 19380

Dated: _____

SARAH A. ELLIS
Deputy Attorney General

Please enter my appearance for the Commonwealth of Pennsylvania, plaintiff in the above captioned matter.

Date: _____

BY: _____
SARAH A. ELLIS
Deputy Attorney General