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COMMONWEALTH OF PENNSYLVANIA
BY ATTORNEY GENERAL
THOMAS W. CORBETT, JR.

PLAINTIFF/PETITIONER

VS.

ALAN LEVENSON, individually, also
known as AL KELLY and also known
as AL KONNORS
515 LAKEWOOD DRIVE
MONROEVILLE, PA 15146

DEFENDANT/RESPONDENT

IN THE COURT OF COMMON PLEAS
OF CAMBRIA COUNTY,
PENNSYLVANIA

CIVIL ACTION - EQUITY

NO. 1992 - 526

PETITION FOR CONTEMPT

COUNSEL OF RECORD FOR
PLAINTIFF/PETITIONER:

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SUPREME COURT I.D. NO. 39543

1 COMMONWEALTH OF PENNSYLVANIA
2 BY ATTORNEY GENERAL
3 THOMAS W. CORBETT, JR.

: IN THE COURT OF COMMON PLEAS
: OF CAMBRIA COUNTY,
: PENNSYLVANIA

4 PLAINTIFF/PETITIONER

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7 known as AL KELLY and also known
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9 515 LAKEWOOD DRIVE
10 MONROEVILLE, PA 15146

: NO. 1992 - 526

11 DEFENDANT/RESPONDENT

12 **NOTICE**

13 You have been sued in court. If you wish to defend against the claims set forth in the following
14 pages, you must take action within twenty (20) days after this petition for contempt and notice
15 are served, by entering a written appearance personally or by an attorney and filing in writing
16 with the court your defenses or objections to the claims set forth against you. You are warned
17 that if you fail to do so the case may proceed without you and a judgment may be entered against
18 you by the court without further notice for any money claimed in the petition or for any other
19 claim or relief requested by the plaintiff. You may lose money or property or other rights
20 important to you.

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

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

27 Laurel Legal Services, Inc.
28 225-227 Franklin Street
400 Franklin Center
Johnstown, Pa 15901
(814) 536-89176

Office of Attorney General

E. Barry Creany
Senior Deputy Attorney General

1 COMMONWEALTH OF PENNSYLVANIA
2 BY ATTORNEY GENERAL
3 THOMAS W. CORBETT, JR.

: IN THE COURT OF COMMON PLEAS
: OF CAMBRIA COUNTY,
: PENNSYLVANIA

4 PLAINTIFF/PETITIONER

: CIVIL ACTION - EQUITY

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8 as AL KONNORS
9 515 LAKEWOOD DRIVE
10 MONROEVILLE, PA 15146

: NO. 1992 - 526

11 DEFENDANT/RESPONDENT

12 **PETITION FOR CONTEMPT**

13 AND NOW, this 16th day of February, 2006, comes the Plaintiff/Petitioner, the
14 Commonwealth of Pennsylvania, by Attorney General Thomas W. Corbett, Jr., through the
15 Bureau of Consumer Protection and brings this Petition for Contempt against Alan Levenson
16 pursuant to the §§201-8 and 201-9.1 of the Act of December 17, 1968, P.L. 1224, No. 387, as
17 amended and reenacted by the Act of November 24, 1976, P.L. 1166, No. 260, and the Act of
18 December 3, 1996, P.L. 906, No. 146, 73 P.S. §201-1 *et seq.* (hereinafter referred to as the
19 "Consumer Protection Law"), and in support thereof respectfully represents the following:

- 20 1. The Plaintiff/Petitioner is the Commonwealth of Pennsylvania, by Attorney
21 General Thomas W. Corbett, Jr., through the Bureau of Consumer Protection
22 (hereinafter "Commonwealth"), Ebensburg Regional Office, 171 Lovell Avenue,
23 Suite 202, Ebensburg, Cambria County, Pennsylvania 15931.
- 24 2. The Defendant/Respondent Alan Levenson is an adult individual who resides at
25 3903 Ridgemont Court, Murrysville, Westmoreland County, Pennsylvania 15668.
- 26 3. On August 6, 1993, this Court entered an Order pursuant to §201-4 of the
27 Consumer Protection Law which imposed a permanent injunction against Levenson
28 which provided, *inter alia*, that Levenson would be permanently enjoined from
engaging in certain acts and practices whether acting individually, through his

1 agents, employees or through other persons, either directly or through any
2 corporate device. True and correct copies of this Court's Order and the Consent
3 Petition for a Permanent Injunction incorporated into said Order (hereinafter
4 collectively referred to as the "Injunction Order") are attached hereto and labeled
5 Exhibit "A".

- 6 4. Although the prior lawsuit against Levenson was concluded with the entry of the
7 Injunction Order, said Order provided that the Court would maintain jurisdiction
8 over the subject matter involved in the action and over Levenson for purposes of
9 enforcement of the Injunction Order.
- 10 5. On or about August 8, 1995, Levenson incorporated West Penn Builders &
11 Remodelers, Inc., by filing Articles of Incorporation with the Pennsylvania
12 Department of State, Corporation Bureau.
- 13 6. Levenson is the President, Director and sole shareholder of West Penn Builders &
14 Remodelers, Inc.
- 15 7. At all times material hereto, Levenson was in the position of exclusive authority
16 and control over West Penn Builders & Remodelers, Inc., and exercised exclusive
17 authority and control over West Penn Builders & Remodelers, Inc., and he directed,
18 supervised, approved, formulated, authorized, ratified and benefited from the unfair
19 methods of competition and unfair or deceptive acts and practices that are more
20 fully set forth in the following paragraphs.
- 21 8. At all times material hereto, West Penn Builders & Remodelers, Inc., was operated
22 as Levenson's alter ego, or in the alternative, Levenson and West Penn Builders &
23 Remodelers, Inc., acted in concert or, in the alternative, Leveson participated in and
24 profited from the unfair methods of competition and unfair or deceptive acts and
25 practices that are more fully set forth in the following paragraphs.
- 26 9. Levenson used West Penn Builders & Remodelers, Inc., as his means and
27 instrumentalities of engaging in trade and commerce within the Commonwealth of
28 Pennsylvania as more fully set forth in the following paragraphs.

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10. Unless otherwise specified, whenever reference is made in this Petition for any act of Levenson, such allegations shall be deemed to mean the acts of Defendant/Respondent Levenson acting either directly in his individual capacity, jointly or severally with West Penn Builders & Remodelers, Inc., or indirectly through West Penn Builders & Remodelers, Inc., or other unregistered companies.
11. At various times material hereto, Levenson did business as West Penn Builders, however, at no time has Levenson ever registered the fictitious name West Penn Builders with the Pennsylvania Department of State, Corporation Bureau.
12. The fictitious name West Penn Builders was registered with the Pennsylvania Department of State, Corporation Bureau, by an Allegheny County business on July 28, 1960, and again by a Lawrence County business on April 16, 1992.
13. The Commonwealth is informed and therefore alleges that Levenson has never been authorized by either the Allegheny County West Penn Builders or the Lawrence County West Penn Builders to conduct trade and commerce on their behalf and Levenson never obtained the consent of the Allegheny County West Penn Builders or the Lawrence County West Penn Builders to use the fictitious name, West Penn Builders.
14. At various times material hereto, Levenson did business as West Penn Builders, Inc., however, at no time has Levenson ever registered the corporation or fictitious name West Penn Builders, Inc., with the Pennsylvania Department of State, Corporation Bureau.
15. The only record in Pennsylvania for a corporation known as West Penn Builders, Inc., was an Allegheny County corporation registered on May 6, 1954. Said corporation filed Articles of Dissolution on December 5, 1957.
16. The Commonwealth is informed and therefore alleges that Levenson has never been authorized by the former Allegheny County corporation, West Penn Builders, Inc., to use its corporate name or identity.

- 1 17. At various times materials hereto, Levenson did business as West Penn Programs,
2 however, at no time has Levenson ever registered the fictitious name West Penn
3 Programs with the Pennsylvania Department of State, Corporation Bureau.
4 18. The fictitious name West Penn Programs has never been registered with the
5 Pennsylvania Department of State, Corporation Bureau by any person or entity.
6 19. The Commonwealth is informed and therefore alleges that Levenson has never
7 been authorized by any person or entity to use the name West Penn Programs.
8 20. For purposes of this action Defendant/Respondent Alan Levenson, all corporations
9 through which Defendant/Respondent Alan Levenson does, or has done, business,
10 and all assumed and fictitious names through which Defendant/Respondent Alan
11 Levenson does, or has done, business shall collectively be referred to as
12 “Levenson”.

13
14 **LEVENSON’S BUSINESS PRACTICES**

- 15 21. Beginning on June 7, 2005, the Commonwealth began receiving complaints from
16 consumers alleging that Levenson had solicited them to enter into home
17 improvement contracts (“Property Improvement Contracts”) and Pennsylvania
18 home improvement installment contracts (hereinafter “Home Improvement Retail
19 Installment Contracts”).
20 22. Levenson frequently used return mail pieces labeled “IMPORTANT NOTICE TO
21 HOMEOWNERS” in order to solicit business from Pennsylvania consumers. A
22 true and correct copy of the return mail solicitation piece used by Levenson is
23 attached hereto and labeled Exhibit “B” (hereinafter said return mail solicitation
24 shall be referred to as the “IMPORTANT NOTICE”).
25 23. Levenson’s “IMPORTANT NOTICE” solicitation piece contains numerous
26 statements which individually or in combination have the tendency or capacity to
27 create confusion or understanding as to the source of the solicitation or the goods or
28 services being offered. Said statements include, without limitation, the following:

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- A. In large font size, bold print, capital letters the “IMPORTANT NOTICE” states “**FHA TITLE ONE LOAN PROGRAMS**”.
 - B. The “IMPORTANT NOTICE” indicates that homeowners . . . may be eligible for up to **\$35,000** or more through . . .
 - C. The “IMPORTANT NOTICE” states that the “purpose” of the “**FALL – WINTER PROGRAMS**” “is to encourage energy conservation.”
 - D. A statement that “**ALL WORK MUST BE INSTALLED BY OUR FULLY INSURED FACTORY TRAINED WORKMEN.**”
 - E. The return address is stated as “WEST PENN PROGRAMS, ATTN: APPLICATION DEPT.
 - F. The “IMPORTANT NOTICE” bears the statement “**BUY U.S. SAVINGS BONDS**”.
 - G. The “IMPORTANT NOTICE” states that “**THE FEDERAL HOUSING ADMINISTRATION (FHA) WANTS TO HELP YOU IMPROVE OR REMODEL YOUR HOME FOR ENERGY CONSERVATION PURPOSES**”.
 - H. The “IMPORTANT NOTICE” states that the homeowner “**MAY BE ELIGIBLE FOR LOW COST FHA TITLE ONE LOAN PROGRAMS**”.
 - I. The “IMPORTANT NOTICE” bears the statement that “**THIS NOTIFICATION MUST BE DELIVERED TO THE HOMEOWNER.**”
 - J. The “IMPORTANT NOTICE” bears the statement “PENALTY – UP TO 5 YEARS OF IMPRISONMENT, for any person who knowingly interferes with delivery of this Notification”.
24. Levenson’s “IMPORTANT NOTICE” had the tendency or capacity to make consumers believe, and consumers believed, that said “IMPORTANT NOTICE”

1 had been sent by or on behalf of a government agency, a manufacturer or a lending
2 institution.

3 25. Consumers who respond to Levenson's "IMPORTANT NOTICE" receive a call
4 from Levenson during which Levenson schedules a meeting with the consumers in
5 their homes.

6 26. In the course of meeting with consumers in their homes, Levenson uses high
7 pressure and the false or deceptive representations more fully set forth in the
8 following paragraphs in order to convince consumers to complete a Credit
9 Application and to enter into Property Improvement Contracts and Home
10 Improvement Retail Installment Contracts.

11 27. In the course of conducting solicitations in the homes of consumers, Levenson
12 reinforces the impression that consumers had from his "IMPORTANT NOTICE"
13 that funding for their home improvement project was being provided by a
14 governmental agency or program, and specifically, Levenson represented to certain
15 consumers that: only so much money was available in the consumer's area; that
16 federal money was allotted for funding the program; that the FHA only had so
17 much money available for the program; that Levenson was only making one trip
18 from Pittsburgh into the consumer's area; and, the program would not be available
19 later.

20 28. In the course of conducting solicitations in the homes of consumers, Levenson has
21 consumers execute West Penn Builders & Remodelers, Inc., Property Improvement
22 Contracts. A redacted copy, not to scale, of said Property Improvement Contract is
23 attached hereto and labeled Exhibit "C".

24 29. Levenson's Property Improvement Contracts are agreements between Levenson
25 and consumers providing for the installment sale of goods and the furnishing of
26 home improvement services.

27 30. Levenson's Property Improvement Contracts falsely or deceptively represent that
28 West Penn Builders & Remodelers, Inc., had been in existence "since 1959".

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- 31. Levenson’s Property Improvement Contracts represent that the consumers would employ “WEST PENN BUILDERS, INC.,” as the Contractor to furnish labor and materials for the home improvement project set forth in the Property Improvement Contract.
- 32. Neither West Penn Builders, Inc., nor either of the companies with the registered fictitious name West Penn Builders, has performed any services for consumers in connection with Property Improvement Contracts the consumers have entered into with Levenson.
- 33. After soliciting consumers to enter into Property Improvement Contracts, Levenson employed various contractors to perform home improvement services set forth in the Property Improvement Contracts including, without limitation, Mike Spottiswoods.
- 34. None of the contractors who performed services on consumers’ homes pursuant to Levenson’s Property Improvement Contracts were employees of West Penn Builders & Remodelers, Inc.
- 35. None of the contractors who performed services on consumers’ homes pursuant to Levenson’s Property Improvement Contracts were factory-trained workmen.
- 36. Levenson’s Property Improvement Contracts bear the name **ALCOA** in large font size, bold print, capital letters, and the corporate logo for ALCOA.
- 37. Levenson’s Property Improvement Contracts represent that consumers will pay the “Contractor” (West Penn Builders, Inc.) the full balance due under the Property Improvement Contract “**UPON COMPLETION OF THE WORK**”.
- 38. Levenson’s Property Improvement Contracts contain the statement that the Contractor (West Penn Builders, Inc.,) specifically excludes any implied warranties and merchantability and of fitness for any purpose for any of the labor and materials furnished by said Contractor.

- 1 39. Levenson’s Property Improvement Contracts state that the Contractor (West Penn
2 Builders, Inc.) will guarantee any labor performed against any defects discovered
3 within one (1) year after the completion of work.
- 4 40. Levenson’s Property Improvement Contracts contain the statement “Recovery
5 hereunder by debtors shall not exceed amounts paid by the debtors hereunder”.
6 Said statement is an attempt to limit a consumer’s right of action in the event of any
7 breach of said Property Improvement Contract or other violation of law.
- 8 41. At all times relevant to this matter, Levenson had not been licensed by the
9 Pennsylvania Department of Banking to engage in the business of making
10 mortgage loans or secondary mortgage loans or to directly or indirectly negotiate or
11 place mortgage loans or secondary mortgage loans.
- 12 42. In follow up to soliciting consumers to enter into Property Improvement Contracts
13 and Home Improvement Retail Installment Contracts, Levenson, directly or
14 through his agents and representatives, solicits consumers to enter into mortgages
15 which identify the mortgagee as West Penn Builders & Remodelers or West Penn
16 Builders.
- 17 43. Within one (1) week of obtaining mortgages on consumers’ homes, Levenson
18 assigns said mortgages to financing companies including, but not limited to,
19 AmeriFirst Home Improvement Finance Company and Kenwood Associates, Inc.,
20 formerly of Calverton, Maryland. (Kenwood Associates, Inc., has been acquired
21 by AmeriFirst Home Improvement Finance Company.)
- 22 44. Between January 1, 2004, and June 30, 2005, Levenson obtained and assigned at
23 least twenty-three (23) mortgages to Kenwood Associates, Inc., and AmeriFirst
24 Home Improvement Finance Company.

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26 **COUNT I – RIGHT TO CANCEL VIOLATIONS**

- 27 45. Paragraphs 1 through 44 of the foregoing Petition are incorporated herein by
28 reference.

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46. This Court’s Injunction Order prohibited Levenson from violating the Consumer Protection Law and specifically prohibited Levenson from violating §7 of the Consumer Protection Law or the provisions of the Federal Trade Commission’s Rule Governing Cooling-Off Period for Door-to-Door Sales, 16 C.F.R. §429 (“Door-to-Door Sales Rule”).
47. In the course of conducting trade and commerce within the Commonwealth of Pennsylvania, Levenson has violated the Consumer Protection Law including §7 thereof and the Door-to-Door Sales Rule and, therefore, Levenson has violated paragraphs 1 and 4 of this Court’s Injunction Order.
48. Specifically, the Commonwealth alleges that Levenson:
- A. Failed to orally advise consumers of their right to cancel contracts within three (3) days as required by §201-7(b) of the Consumer Protection Law.
 - B. Crossed out the Notice to Cancel on the Property Improvement Contracts entered into with several consumers.
 - C. Falsely or deceptively represented that for a variety of different reasons they could not cancel their Property Improvement Contract.
 - D. Solicited, or attempted to solicit, consumers to sign statements waiving their right to cancel.
 - E. Threatened that he would sue consumers who exercised their right to cancel their contract.
 - F. Levenson engaged in violations of §201-7 of the Consumer Protection Law and the Door-to-Door Sales Rule in connection with transactions with consumers including, without limitation: Arthur W. and Thomasen D. Bennett, Bobby J. Moore, Laura J. Putman, Robert and Elizabeth M. Rematt, James K. and Elizabeth L. Weakland, and Walter L. Webb.
 - G. Consumers have been harmed as a result of Levenson’s violations of the Consumer Protection Law, Door-to-Door Sales Rule and this Court’s Injunction Order.

1 WHEREFORE, the Commonwealth respectfully prays this Honorable Court to enter an
2 Order scheduling a hearing on this Petition for Contempt and, following said hearing, enter an
3 Order finding Defendant/Respondent Alan Levenson, directly and indirectly through West Penn
4 Builders & Remodelers, Inc., West Penn Builders, Inc., and West Penn Builders, to be held in
5 contempt of this Court's Injunction Order and direct that Defendant/Respondent Levenson be
6 required to purge himself of contempt by:

- 7 A. Paying full and complete restitution to all consumers who have suffered any
8 losses as a result of the unfair or deceptive practices employed by Levenson as
9 provided for by §201-4.1 of the Consumer Protection Law;
- 10 B. Paying the Commonwealth civil penalties of Five Thousand and 00/100 Dollars
11 (\$5,000.00) for each violation of this Court's Injunction Order as provided for by
12 §201-8(a) of the Consumer Protection Law; and,
- 13 C. Permanently enjoining Defendant/Respondent Levenson from engaging in trade
14 and commerce in connection with the sale of any home improvement contracts or
15 home improvement financing resulting from or involving contacts with or calls
16 upon consumers at their residence either in person or by telephone as provided for
17 by §201-4 of the Consumer Protection Law.

18
19 FURTHER, following the hearing on this Petition for Contempt, the Commonwealth
20 respectfully prays this Honorable Court to enter an Order directing that:

- 21 A. Defendant/Respondent Levenson forfeit his right to do any business within, or
22 affecting residents of, the Commonwealth of Pennsylvania as provided for by
23 §201-9 of the Consumer Protection Law;
- 24 B. A receiver be appointed to marshal Defendant/Respondent Levenson's assets and
25 to pay any debts to any consumers and civil penalties or costs ordered in
26 connection with the immediate proceedings as provided for by §201-9.1 of the
27 Consumer Protection Law; and,

1 C. Defendant/Respondent Levenson pay the Commonwealth's costs and provide any
2 other relief as the Court may deem necessary and appropriate to effectuate the
3 purpose of the Consumer Protection Law.
4

5 **COUNT II – MISREPRESENTATION OF FUNDING PROGRAM**

6 49. Paragraphs 1 through 44 of the foregoing Petition are incorporated herein by
7 reference.

8 50. This Court's Injunction Order prohibited Levenson from violating the Consumer
9 Protection Law and specifically prohibited Levenson from engaging in unfair
10 methods of competition and unfair or deceptive acts and practices including,
11 without limitation, representing that funding for any home improvement project
12 was from a special government program.

13 51. Levenson violated the Consumer Protection Law and this Court's Injunction
14 Order by falsely or deceptively representing in his "IMPORTANT NOTICE" that
15 funding for the consumers' home improvement projects was being offered or
16 provided by the FHA Title One Program or some other governmental program.

17 52. Levenson violated the Consumer Protection Law and this Court's Injunction
18 Order by representing in his meetings with consumers that funding for their home
19 improvement project was being offered or provided by the FHA Title One
20 Program or some other governmental program. Specifically, Levenson either
21 represented or reinforced consumers' beliefs regarding the nature and source of
22 the funding being offered in his meetings with consumers including, without
23 limitation: Harold and Karen R. Abrams, Rita Jo Agostinelli, Dorothy J. Bayer,
24 Arthur W. and Thomasen D. Bennett, Kathleen L. Calabrese, Barbara Crossland,
25 Raymond G. and Patricia A. Ferreira, Thomas F. and Deborah H. Herrod, Jr.,
26 Diana L. Lang, William Long, Bobby J. Moore, Jarrod J. and Rachela Padilla,
27 Dorothy J. Paratto, Laura J. Putman, Robert and Elizabeth M. Rematt, Nanci F.
28 Shetler, Janice E. Stewart, Bernadette Stiffler, James R. and Laverne M. Varroto,

1 James K. and Elizabeth L. Weakland, Montrevelle E. and Lois J. Weakland,
2 Walter L. Webb, and James L. and Heidi L. Weimer.

3 53. Consumers have been harmed as a result of Levenson's violations of the
4 Consumer Protection Law and this Court's Injunction Order.

5
6 WHEREFORE, the Commonwealth respectfully prays this Honorable Court to enter an
7 Order scheduling a hearing on this Petition for Contempt and, following said hearing, enter an
8 Order finding Defendant/Respondent Alan Levenson, directly and indirectly through West Penn
9 Builders & Remodelers, Inc., West Penn Builders, Inc., and West Penn Builders, to be held in
10 contempt of this Court's Injunction Order and direct that Defendant/Respondent Levenson be
11 required to purge himself of contempt by:

- 12 A. Paying full and complete restitution to all consumers who have suffered any
13 losses as a result of the unfair or deceptive practices employed by Levenson as
14 provided for by §201-4.1 of the Consumer Protection Law;
- 15 B. Paying the Commonwealth civil penalties of Five Thousand and 00/100 Dollars
16 (\$5,000.00) for each violation of this Court's Injunction Order as provided for by
17 §201-8(a) of the Consumer Protection Law; and,
- 18 C. Permanently enjoining Defendant/Respondent Levenson from engaging in trade
19 and commerce in connection with the sale of any home improvement contracts or
20 home improvement financing resulting from or involving contacts with or calls
21 upon consumers at their residence either in person or by telephone as provided for
22 by §201-4 of the Consumer Protection Law.

23
24 FURTHER, following the hearing on this Petition for Contempt, the Commonwealth
25 respectfully prays this Honorable Court to enter an Order directing that:

- 26 A. Defendant/Respondent Levenson forfeit his right to do any business within, or
27 affecting residents of, the Commonwealth of Pennsylvania as provided for by
28 §201-9 of the Consumer Protection Law;

- 1 B. A receiver be appointed to marshal Defendant/Respondent Levenson's assets and
2 to pay any debts to any consumers and civil penalties or costs ordered in
3 connection with the immediate proceedings as provided for by §201-9.1 of the
4 Consumer Protection Law; and,
- 5 C. Defendant/Respondent Levenson pay the Commonwealth's costs and provide any
6 other relief as the Court may deem necessary and appropriate to effectuate the
7 purpose of the Consumer Protection Law.

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9 **COUNT III – MISREPRESENTATION OF COMPANY IDENTITY**

- 10 54. Paragraphs 1 through 44 of the foregoing Petition are incorporated herein by
11 reference.
- 12 55. This Court's Injunction Order prohibited Levenson from violating the Consumer
13 Protection Law and specifically prohibited Levenson from engaging in the unfair
14 methods of competition and unfair or deceptive acts and practices set forth in
15 paragraphs 3 and 4 of the Injunction Order.
- 16 56. In the course of conducting trade and commerce within the Commonwealth of
17 Pennsylvania, Levenson made false and deceptive representations that had the
18 tendency or capacity to make consumers believe, and consumers believed, that
19 they would be receiving the funding for their home improvement projects from or
20 through a government program, and that performance under the Home
21 Improvement Contract would be through a company other than West Penn
22 Builders & Remodelers, Inc.
- 23 57. In the course of conducting trade and commerce within the Commonwealth of
24 Pennsylvania, Levenson used assumed or fictitious names including, without
25 limitation, West Penn Builders, Inc., and West Penn Programs.
- 26 58. Levenson's aforementioned advertising solicitation and sales practices violate the
27 Consumer Protection Law and paragraphs 3 and 4 of this Court's Injunction
28 Order.

1 59. Consumers have been harmed as a result of Levenson's violations of the
2 Consumer Protection Law and this Court's Injunction Order.

3
4 WHEREFORE, the Commonwealth respectfully prays this Honorable Court to enter an
5 Order scheduling a hearing on this Petition for Contempt and, following said hearing, enter an
6 Order finding Defendant/Respondent Alan Levenson, directly and indirectly through West Penn
7 Builders & Remodelers, Inc., West Penn Builders, Inc., and West Penn Builders, to be held in
8 contempt of this Court's Injunction Order and direct that Defendant/Respondent Levenson be
9 required to purge himself of contempt by:

- 10 A. Paying full and complete restitution to all consumers who have suffered any
11 losses as a result of the unfair or deceptive practices employed by Levenson as
12 provided for by §201-4.1 of the Consumer Protection Law;
- 13 B. Paying the Commonwealth civil penalties of Five Thousand and 00/100 Dollars
14 (\$5,000.00) for each violation of this Court's Injunction Order as provided for by
15 §201-8(a) of the Consumer Protection Law; and,
- 16 C. Permanently enjoining Defendant/Respondent Levenson from engaging in trade
17 and commerce in connection with the sale of any home improvement contracts or
18 home improvement financing resulting from or involving contacts with or calls
19 upon consumers at their residence either in person or by telephone as provided for
20 by §201-4 of the Consumer Protection Law.

21
22 FURTHER, following the hearing on this Petition for Contempt, the Commonwealth
23 respectfully prays this Honorable Court to enter an Order directing that:

- 24 A. Defendant/Respondent Levenson forfeit his right to do any business within, or
25 affecting residents of, the Commonwealth of Pennsylvania as provided for by
26 §201-9 of the Consumer Protection Law;
- 27 B. A receiver be appointed to marshal Defendant/Respondent Levenson's assets and
28 to pay any debts to any consumers and civil penalties or costs ordered in

1 connection with the immediate proceedings as provided for by §201-9.1 of the
2 Consumer Protection Law; and,

- 3 C. Defendant/Respondent Levenson pay the Commonwealth's cost and provide any
4 other relief as the Court may deem necessary and appropriate to effectuate the
5 purpose of the Consumer Protection Law.

6
7 **COUNT IV – MISREPRESENTATION OF FINANCING TERMS**

- 8 60. Paragraphs 1 through 44 of the foregoing Petition are incorporated herein by
9 reference.
- 10 61. This Court's Injunction Order prohibited Levenson from violating the Consumer
11 Protection Law, and specifically prohibited Levenson from engaging in the unfair
12 methods of competition and unfair or deceptive acts and practices described in
13 paragraph 4 of said Injunction Order.
- 14 62. In the course of conducting trade and commerce within the Commonwealth of
15 Pennsylvania, Levenson made false or deceptive representations to consumers as
16 to the annual percentage rate that he would arrange for loans to pay for the work
17 to be performed under the Property Improvement Contract.
- 18 63. Typically, Levenson represented to consumers that they would receive a loan for
19 the work performed pursuant to the Property Improvement Contracts at a specific
20 annual percentage rate "or less".
- 21 64. After entering into Property Improvement Contracts with Levenson, numerous
22 consumers were solicited to enter into, and entered into, Home Improvement
23 Retail Installment Contracts which provided for an annual percentage rate in
24 excess of the specific rate that Levenson had promised.
- 25 65. Levenson engaged in violations of the Consumer Protection Law and paragraph 4
26 of this Court's Injunction Order in connection with transactions with consumers
27 including, without limitation: Dorothy J. Bayer, Ricky L. and Susan J. Dollman,
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1 James L. and Janice L. Meyers, Jarrod J. and Rachel F. Padilla, Robert and
2 Elizabeth M. Rematt, and Nanci F. Shetler.

3 66. Consumers have been harmed as a result of Levenson's violations of the
4 Consumer Protection Law and this Court's Injunction Order.

5
6 WHEREFORE, the Commonwealth respectfully prays this Honorable Court to enter an
7 Order scheduling a hearing on this Petition for Contempt and, following said hearing, enter an
8 Order finding Defendant/Respondent Alan Levenson, directly and indirectly through West Penn
9 Builders & Remodelers, Inc., West Penn Builders, Inc., and West Penn Builders, to be held in
10 contempt of this Court's Injunction Order and direct that Defendant/Respondent Levenson be
11 required to purge himself of contempt by:

- 12 A. Paying full and complete restitution to all consumers who have suffered any
13 losses as a result of the unfair or deceptive practices employed by Levenson as
14 provided for by §201-4.1 of the Consumer Protection Law;
- 15 B. Paying the Commonwealth civil penalties of Five Thousand and 00/100 Dollars
16 (\$5,000.00) for each violation of this Court's Injunction Order as provided for by
17 §201-8(a) of the Consumer Protection Law; and,
- 18 C. Permanently enjoining Defendant/Respondent Levenson from engaging in trade
19 and commerce in connection with the sale of any home improvement contracts or
20 home improvement financing resulting from or involving contacts with or calls
21 upon consumers at their residence either in person or by telephone as provided for
22 by §201-4 of the Consumer Protection Law.

23
24 FURTHER, following the hearing on this Petition for Contempt, the Commonwealth
25 respectfully prays this Honorable Court to enter an Order directing that:

- 26 A. Defendant/Respondent Levenson forfeit his right to do any business within, or
27 affecting residents of, the Commonwealth of Pennsylvania as provided for by
28 §201-9 of the Consumer Protection Law;

- 1 B. A receiver be appointed to marshal Defendant/Respondent Levenson's assets and
2 to pay any debts to any consumers and civil penalties or costs ordered in
3 connection with the immediate proceedings as provided for by §201-9.1 of the
4 Consumer Protection Law; and,
- 5 C. Defendant/Respondent Levenson pay the Commonwealth's costs and provide any
6 other relief as the Court may deem necessary and appropriate to effectuate the
7 purpose of the Consumer Protection Law.

8

9 **COUNT V – MISREPRESENTATION OF GUARANTEE**

- 10 67. Paragraphs 1 through 44 of the foregoing Petition are incorporated herein by
11 reference.
- 12 68. This Court's Injunction Order prohibited Levenson from violating the Consumer
13 Protection Law, and specifically prohibited Levenson from engaging in the unfair
14 methods of competition and unfair or deceptive acts and practices described in
15 paragraph 4 of said Injunction Order.
- 16 69. In the course of conducting trade and commerce within the Commonwealth of
17 Pennsylvania, Levenson made false or deceptive representations to consumers
18 that the work to be performed pursuant to the Property Improvement Contracts
19 would be guaranteed for extended periods of time. For example, Levenson orally
20 represented to several consumers that the work to be performed pursuant to their
21 Property Improvement Contracts would be guaranteed as long as the homeowner
22 owned their home. Said representation was made to consumers including,
23 without limitation: Arthur W. and Thomasen D. Bennett, Kathleen L. Calabrese,
24 Bobby J. Moore, Dorothy J. Paratto, Laura J. Putman, Janice E. Stewart, James K.
25 and Elizabeth L. Weakland, and James L. and Heidi L. Weimer.
- 26 70. Contrary to the oral representations made by Levenson, the Property
27 Improvement Contracts provide that the Contractor, West Penn Builders, Inc.,
28 would only be liable to the homeowner if any labor performed was defective, and

1 provided that any such defects are discovered within one (1) year after completion
2 of the work. By way of example, Levenson made such representations in
3 connection with transactions with the following consumers: Arthur W. and
4 Thomasen D. Bennett, Kathleen L. Calabrese, Bobby J. Moore, Dorothy J.
5 Paratto, Laura J. Putman, Janice E. Stewart, James K. and Elizabeth L.
6 Weakland, and James L. and Heidi L. Weimer.

7 71. In the course of conducting trade and commerce within the Commonwealth of
8 Pennsylvania, Levenson used a Property Improvement Contract which
9 represented that the Contractor, West Penn Builders, Inc., would transfer, assign
10 or deliver to each homeowner any and all written warranties on the materials used
11 on the homes of the consumers in performance of the Property Improvement
12 Contracts.

13 72. Levenson failed to provide consumers with the written warranties on the materials
14 used in performance of the Property Improvement Contracts which were available
15 from the manufacturers of said materials.

16 73. Levenson's representations regarding the guarantee that consumers who entered
17 into Property Improvement Contracts would receive, and his failure to provide
18 written warranties to consumers violate the Consumer Protection Law and
19 paragraph 4 of this Court's Injunction Order.

20 74. In the course of conducting trade and commerce within the Commonwealth of
21 Pennsylvania, Levenson failed to respond to consumer requests for repair work
22 that was subject to the guarantee in Levenson's Property Improvement Contracts,
23 and Levenson failed to perform repair work that was covered by the guarantee in
24 the Property Improvement Contracts that had been entered into with consumers.

25 75. Consumers have been harmed as a result of Levenson's violations of the
26 Consumer Protection Law and this Court's Injunction Order.
27
28

1 WHEREFORE, the Commonwealth respectfully prays this Honorable Court to enter an
2 Order scheduling a hearing on this Petition for Contempt and, following said hearing, enter an
3 Order finding Defendant/Respondent Alan Levenson, directly and indirectly through West Penn
4 Builders & Remodelers, Inc., West Penn Builders, Inc., and West Penn Builders, to be held in
5 contempt of this Court’s Injunction Order and direct that Defendant/Respondent Levenson be
6 required to purge himself of contempt by:

- 7 A. Paying full and complete restitution to all consumers who have suffered any
8 losses as a result of the unfair or deceptive practices employed by Levenson as
9 provided for by §201-4.1 of the Consumer Protection Law. Specifically,
10 providing consumers with all written warranties that can be obtained from
11 manufacturers at this time and provide consumers with written guarantees for the
12 term they had been promised (i.e., “as long as they owned their homes”, etc.) with
13 security for performance of the same in the form of a letter of credit or bond;
- 14 B. Paying the Commonwealth civil penalties of Five Thousand and 00/100 Dollars
15 (\$5,000.00) for each violation of this Court’s Injunction Order as provided for by
16 §201-8(a) of the Consumer Protection Law; and,
- 17 C. Permanently enjoining Defendant/Respondent Levenson from engaging in trade
18 and commerce in connection with the sale of any home improvement contracts or
19 home improvement financing resulting from or involving contacts with or calls
20 upon consumers at their residence either in person or by telephone as provided for
21 by §201-4 of the Consumer Protection Law.

22
23 FURTHER, following the hearing on this Petition for Contempt, the Commonwealth
24 respectfully prays this Honorable Court to enter an Order directing that:

- 25 A. Defendant/Respondent Levenson forfeit his right to do any business within, or
26 affecting residents of, the Commonwealth of Pennsylvania as provided for by
27 §201-9 of the Consumer Protection Law;

- 1 B. A receiver be appointed to marshal Defendant/Respondent Levenson's assets and
2 to pay any debts to any consumers and civil penalties or costs ordered in
3 connection with the immediate proceedings as provided for by §201-9.1 of the
4 Consumer Protection Law; and,
- 5 C. Defendant/Respondent Levenson pay the Commonwealth's costs and provide any
6 other relief as the Court may deem necessary and appropriate to effectuate the
7 purpose of the Consumer Protection Law.

8

9 **COUNT VI – MISREPRESENTATION OF QUALIFICATIONS OR ASSOCIATION**

- 10 76. Paragraphs 1 through 44 of the foregoing Petition are incorporated herein by
11 reference.
- 12 77. This Court's Injunction Order prohibited Levenson from violating the Consumer
13 Protection Law and specifically prohibited Levenson from representing that he
14 was a director of a special government program, that he was an architectural
15 engineer or engaging in any of those unfair methods of competition and unfair or
16 deceptive acts and practices set forth in paragraph 4 of the Injunction Order
17 including, without limitation, that he had any certification, approval, status or
18 association unless such representations were truthful.
- 19 78. In the course of conducting trade and commerce within the Commonwealth of
20 Pennsylvania, Levenson made false or deceptive representations that had the
21 tendency or capacity to make consumers believe, and consumers believed, that he
22 had certification, approval, status or association that he did not have including,
23 without limitation:
- 24 A. that he was an engineer;
- 25 B. that he worked for the FHA (Federal Housing Administration); and,
- 26 C. that he worked for ALCOA.
- 27
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1 By way of example, such representations were made in transactions with
2 consumers including, without limitation: Laura J. Putman, Montrevelle E. and
3 Lois J Weakland and James L. and Heidi L. Wiemer.

4 79. Levenson's representations violate the Consumer Protection Law and paragraph 4
5 of this Court's Injunction Order.

6 80. Consumers have been harmed as a result of Levenson's violations of the
7 Consumer Protection Law and this Court's Injunction Order.
8

9 WHEREFORE, the Commonwealth respectfully prays this Honorable Court to enter an
10 Order scheduling a hearing on this Petition for Contempt and, following said hearing, enter an
11 Order finding Defendant/Respondent Alan Levenson, directly and indirectly through West Penn
12 Builders & Remodelers, Inc., West Penn Builders, Inc., and West Penn Builders, to be held in
13 contempt of this Court's Injunction Order and direct that Defendant/Respondent Levenson be
14 required to purge himself of contempt by:

- 15 A. Paying full and complete restitution to all consumers who have suffered any
16 losses as a result of the unfair or deceptive practices employed by Levenson as
17 provided for by §201-4.1 of the Consumer Protection Law;
- 18 B. Paying the Commonwealth civil penalties of Five Thousand and 00/100 Dollars
19 (\$5,000.00) for each violation of this Court's Injunction Order as provided for by
20 §201-8(a) of the Consumer Protection Law; and,
- 21 C. Permanently enjoining Defendant/Respondent Levenson from engaging in trade
22 and commerce in connection with the sale of any home improvement contracts or
23 home improvement financing resulting from or involving contacts with or calls
24 upon consumers at their residence either in person or by telephone as provided for
25 by §201-4 of the Consumer Protection Law.
26

27 FURTHER, following the hearing on this Petition for Contempt, the Commonwealth
28 respectfully prays this Honorable Court to enter an Order directing that:

- 1 A. Defendant/Respondent Levenson forfeit his right to do any business within, or
2 affecting residents of, the Commonwealth of Pennsylvania as provided for by
3 §201-9 of the Consumer Protection Law;
- 4 B. A receiver be appointed to marshal Defendant/Respondent Levenson's assets and
5 to pay any debts to any consumers and civil penalties or costs ordered in
6 connection with the immediate proceedings as provided for by §201-9.1 of the
7 Consumer Protection Law; and,
- 8 C. Defendant/Respondent Levenson pay the Commonwealth's costs and provide any
9 other relief as the Court may deem necessary and appropriate to effectuate the
10 purpose of the Consumer Protection Law.

11
12 **COUNT VII - COMPLETION CERTIFICATE PRACTICES**

- 13 81. Paragraphs 1 through 44 of the foregoing Petition are incorporated herein by
14 reference.
- 15 82. This Court's Injunction Order prohibited Levenson from violating the Consumer
16 Protection Law and specifically prohibited Levenson from engaging in those
17 unfair methods of competition and unfair or deceptive acts and practices set forth
18 in paragraph 4 of the Injunction Order.
- 19 83. Levenson, either directly or through his agents, solicited consumers to sign, and
20 some consumers signed, completion certificates before all work on their Property
21 Improvement Contracts had been completed. By way of an example, requests for
22 early execution of completion certificates occurred in transactions with consumers
23 including, without limitation: Dorothy J. Bayer, Ricky L. and Susan J. Dollman,
24 Diana L. Lang, William and Loretta Long, Bobby J. Moore, Bernadette Stiffler,
25 James K. and Elizabeth L. Weakland, and Montrevelle E. and Lois S. Weakland.
- 26 84. In the course of conducting trade and commerce within the Commonwealth of
27 Pennsylvania, Levenson, either directly or through his agents, misrepresented or,
28 in the alternative, downplayed the significance of the signing of a completion

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certificate and promised consumers that any work on their projects that was unfinished would be completed after execution of the completion certificate.

85. By soliciting consumers to sign completion certificates before all work on the Property Improvement Contracts have been completed, Levenson, directly or through his agents, has violated the Consumer Protection Law and paragraph 4 of this Court’s Injunction Order.

86. Consumers have been harmed as a result of Levenson’s violations of the Consumer Protection Law and this Court’s Injunction Order.

WHEREFORE, the Commonwealth respectfully prays this Honorable Court to enter an Order scheduling a hearing on this Petition for Contempt and, following said hearing, enter an Order finding Defendant/Respondent Alan Levenson, directly and indirectly through West Penn Builders & Remodelers, Inc., West Penn Builders, Inc., and West Penn Builders, to be held in contempt of this Court’s Injunction Order and direct that Defendant/Respondent Levenson be required to purge himself of contempt by:

- A. Paying full and complete restitution to all consumers who have suffered any losses as a result of the unfair or deceptive practices employed by Levenson as provided for by §201-4.1 of the Consumer Protection Law;
- B. Paying the Commonwealth civil penalties of Five Thousand and 00/100 Dollars (\$5,000.00) for each violation of this Court’s Injunction Order as provided for by §201-8(a) of the Consumer Protection Law; and,
- C. Permanently enjoining Defendant/Respondent Levenson from engaging in trade and commerce in connection with the sale of any home improvement contracts or home improvement financing resulting from or involving contacts with or calls upon consumers at their residence either in person or by telephone as provided for by §201-4 of the Consumer Protection Law.

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FURTHER, following the hearing on this Petition for Contempt, the Commonwealth respectfully prays this Honorable Court to enter an Order directing that:

- A. Defendant/Respondent Levenson forfeit his right to do any business within, or affecting residents of, the Commonwealth of Pennsylvania as provided for by §201-9 of the Consumer Protection Law;
- B. A receiver be appointed to marshal Defendant/Respondent Levenson’s assets and to pay any debts to any consumers and civil penalties or costs ordered in connection with the immediate proceedings as provided for by §201-9.1 of the Consumer Protection Law; and,
- C. Defendant/Respondent Levenson pay the Commonwealth’s costs and provide any other relief as the Court may deem necessary and appropriate to effectuate the purpose of the Consumer Protection Law.

COUNT VIII – MISREPRESENTATION OF SAVINGS

- 87. Paragraphs 1 through 44 of the foregoing Petition are incorporated herein by reference.
- 88. This Court’s Injunction Order prohibited Levenson from violating the Consumer Protection Law and from engaging in the unfair methods of competition and unfair or deceptive acts or practices set forth in paragraph 4 of the Injunction Order.
- 89. In the course of conducting trade and commerce within the Commonwealth of Pennsylvania, Levenson made false or deceptive representations that had the tendency or capacity to make consumers believe, and consumers believed, that the cost of the home improvement project being performed pursuant to the Property Improvement Contract was less than what they would have paid if they would have entered into agreements with other contractors (i.e., that the goods and services were being provided at a discounted price). By way of example, such

1 representations were made in transactions with consumers including, without
2 limitation: Dorothy J. Paratto, Laura J. Putman and James R. and Laverne M.
3 Varrato.

4 90. Levenson's representations to consumers regarding savings on their Property
5 Improvement Contracts violate the Consumer Protection Law and paragraph 4 of
6 this Court's Injunction Order.

7 91. Consumers have been harmed as a result of Levenson's violations of the
8 Consumer Protection Law and this Court's Injunction Order.

9
10 WHEREFORE, the Commonwealth respectfully prays this Honorable Court to enter an
11 Order scheduling a hearing on this Petition for Contempt and, following said hearing, enter an
12 Order finding Defendant/Respondent Alan Levenson, directly and indirectly through West Penn
13 Builders & Remodelers, Inc., West Penn Builders, Inc., and West Penn Builders, to be held in
14 contempt of this Court's Injunction Order and direct that Defendant/Respondent Levenson be
15 required to purge himself of contempt by:

- 16 A. Paying full and complete restitution to all consumers who have suffered any
17 losses as a result of the unfair or deceptive practices employed by Levenson as
18 provided for by §201-4.1 of the Consumer Protection Law;
- 19 B. Paying the Commonwealth civil penalties of Five Thousand and 00/100 Dollars
20 (\$5,000.00) for each violation of this Court's Injunction Order as provided for by
21 §201-8(a) of the Consumer Protection Law; and,
- 22 C. Permanently enjoining Defendant/Respondent Levenson from engaging in trade
23 and commerce in connection with the sale of any home improvement contracts or
24 home improvement financing resulting from or involving contacts with or calls
25 upon consumers at their residence either in person or by telephone as provided for
26 by §201-4 of the Consumer Protection Law.

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28

1 FURTHER, following the hearing on this Petition for Contempt, the Commonwealth
2 respectfully prays this Honorable Court to enter an Order directing that:

- 3 A. Defendant/Respondent Levenson forfeit his right to do any business within, or
4 affecting residents of, the Commonwealth of Pennsylvania as provided for by
5 §201-9 of the Consumer Protection Law;
- 6 B. A receiver be appointed to marshal Defendant/Respondent Levenson's assets and
7 to pay any debts to any consumers and civil penalties or costs ordered in
8 connection with the immediate proceedings as provided for by §201-9.1 of the
9 Consumer Protection Law; and,
- 10 C. Defendant/Respondent Levenson pay the Commonwealth's costs and provide any
11 other relief as the Court may deem necessary and appropriate to effectuate the
12 purpose of the Consumer Protection Law.

13
14 **COUNT IX – POOR PERFORMANCE**

- 15 92. Paragraphs 1 through 44 of the foregoing Petition are incorporated herein by
16 reference.
- 17 93. In the course of conducting trade and commerce within the Commonwealth of
18 Pennsylvania, Levenson entered into the Property Improvement Contracts in
19 which he promised that the Contractor, West Penn Builders, Inc., would complete
20 the work in a good and workmanlike manner.
- 21 94. Some of the services provided pursuant to the Property Improvement Contracts
22 were performed in a poor manner. By way of example, work was not performed
23 in a good and workmanlike manner in connection with performance on Property
24 Improvement Contracts with consumers including, without limitation: Dorothy J.
25 Bayer, Arthur W. and Thomasen D. Bennett, Ricky L. and Susan J. Dollman,
26 Diana L. Lang, William and Loretta Long, Bobby J. Moore, Laura J. Putman,
27 Robert and Elizabeth M. Rematt, Nanci F. Shetler, Janice E. Stewart, James R.

1 and Laverne M. Varrato, James K. and Elizabeth L. Weakland, Montreville E.
2 and Lois S. Weakland, and Walter L. Webb.

3 95. Levenson's failure to perform home improvement services in a good and
4 workmanlike manner violates the Consumer Protection Law and this Court's
5 Injunction Order.

6 96. Consumers have been harmed as a result of Levenson's violations of the
7 Consumer Protection Law and this Court's Injunction Order.

8
9 WHEREFORE, the Commonwealth respectfully prays this Honorable Court to enter an
10 Order scheduling a hearing on this Petition for Contempt and, following said hearing, enter an
11 Order finding Defendant/Respondent Alan Levenson, directly and indirectly through West Penn
12 Builders & Remodelers, Inc., West Penn Builders, Inc., and West Penn Builders, to be held in
13 contempt of this Court's Injunction Order and direct that Defendant/Respondent Levenson be
14 required to purge himself of contempt by:

- 15 A. Paying full and complete restitution to all consumers who have suffered any
16 losses as a result of the unfair or deceptive practices employed by Levenson as
17 provided for by §201-4.1 of the Consumer Protection Law;
- 18 B. Paying the Commonwealth civil penalties of Five Thousand and 00/100 Dollars
19 (\$5,000.00) for each violation of this Court's Injunction Order as provided for by
20 §201-8(a) of the Consumer Protection Law; and,
- 21 C. Permanently enjoining Defendant/Respondent Levenson from engaging in trade
22 and commerce in connection with the sale of any home improvement contracts or
23 home improvement financing resulting from or involving contacts with or calls
24 upon consumers at their residence either in person or by telephone as provided for
25 by §201-4 of the Consumer Protection Law.

26
27 FURTHER, following the hearing on this Petition for Contempt, the Commonwealth
28 respectfully prays this Honorable Court to enter an Order directing that:

- 1 A. Defendant/Respondent Levenson forfeit his right to do any business within, or
2 affecting residents of, the Commonwealth of Pennsylvania as provided for by
3 §201-9 of the Consumer Protection Law;
- 4 B. A receiver be appointed to marshal Defendant/Respondent Levenson's assets and
5 to pay any debts to any consumers and civil penalties or costs ordered in
6 connection with the immediate proceedings as provided for by §201-9.1 of the
7 Consumer Protection Law; and,
- 8 C. Defendant/Respondent Levenson pay the Commonwealth's costs and provide any
9 other relief as the Court may deem necessary and appropriate to effectuate the
10 purpose of the Consumer Protection Law.

11
12 **COUNT X – PROPERTY IMPROVEMENT CONTRACT VIOLATIONS**

- 13 97. Paragraphs 1 through 44 of the foregoing Petition are incorporated herein by
14 reference.
- 15 98. Levenson's Property Improvement Contracts violate the Home Improvement
16 Finance Act, 73 P.S. §500-101, *et seq.*, in the following respects:
- 17 a. the lack of the proper titled as required by 73 P.S. §500-202(b);
18 b. the lack of the notice requirements of 73 P.S. §500-202;
19 c. the lack of the mandatory contract terms required by 73 P.S. §500-203 in
20 all respects except for the item mandated by 73 P.S. §500-203(b);
21 d. the lack of proper notice that buyers' defenses survive any assignments as
22 required by 73 P.S. §500-206(a) and §500-208; and,
23 e. the inclusion of a provision prohibited by 73 P.S. §500-206(c).
- 24 99. Levenson's Property Improvement Contracts fail to include financial disclosures
25 required by the Truth-in-Lending Act, 15 U.S.C. §1601, *et seq.*
- 26 100. Levenson's use of the Property Improvement Contract violates the Consumer
27 Protection Law and this Court's Injunction Order.
28

1 101. Consumers have been harmed as a result of Levenson's violations of the
2 Consumer Protection Law and this Court's Injunction Order.

3
4 WHEREFORE, the Commonwealth respectfully prays this Honorable Court to enter an
5 Order scheduling a hearing on this Petition for Contempt and, following said hearing, enter an
6 Order finding Defendant/Respondent Alan Levenson, directly and indirectly through West Penn
7 Builders & Remodelers, Inc., West Penn Builders, Inc., and West Penn Builders, to be held in
8 contempt of this Court's Injunction Order and direct that Defendant/Respondent Levenson be
9 required to purge himself of contempt by:

- 10 A. Paying full and complete restitution to all consumers who have suffered any
11 losses as a result of the unfair or deceptive practices employed by Levenson as
12 provided for by §201-4.1 of the Consumer Protection Law;
- 13 B. Paying the Commonwealth civil penalties of Five Thousand and 00/100 Dollars
14 (\$5,000.00) for each violation of this Court's Injunction Order as provided for by
15 §201-8(a) of the Consumer Protection Law; and,
- 16 C. Permanently enjoining Defendant/Respondent Levenson from engaging in trade
17 and commerce in connection with the sale of any home improvement contracts or
18 home improvement financing resulting from or involving contacts with or calls
19 upon consumers at their residence either in person or by telephone as provided for
20 by §201-4 of the Consumer Protection Law.

21
22 FURTHER, following the hearing on this Petition for Contempt, the Commonwealth
23 respectfully prays this Honorable Court to enter an Order directing that:

- 24 A. Defendant/Respondent Levenson forfeit his right to do any business within, or
25 affecting residents of, the Commonwealth of Pennsylvania as provided for by
26 §201-9 of the Consumer Protection Law;
- 27 B. A receiver be appointed to marshal Defendant/Respondent Levenson's assets and
28 to pay any debts to any consumers and civil penalties or costs ordered in

1 connection with the immediate proceedings as provided for by §201-9.1 of the
2 Consumer Protection Law; and,

- 3 C. Defendant/Respondent Levenson pay the Commonwealth's costs and provide any
4 other relief as the Court may deem necessary and appropriate to effectuate the
5 purpose of the Consumer Protection Law.

6
7 **COUNT XI – UNLAWFUL MORTGAGE LOAN ACTIVITY**

- 8 102. Paragraphs 1 through 44 of the foregoing Petition are incorporated herein by
9 reference.
- 10 103. By offering mortgage loans and soliciting consumers to enter into mortgages, and
11 assigning mortgages entered into with consumers, Levenson causes the likelihood
12 of confusion or of misunderstanding as to his status, approval, certification,
13 affiliation or authority with respect to engaging in the business of making
14 mortgage loans or secondary mortgage loans or indirectly or directly negotiating
15 or placing mortgage loans or secondary mortgage loans.
- 16 104. By engaging in the business of making mortgage loans and secondary mortgage
17 loans or indirectly or directly negotiating or placing mortgage loans or secondary
18 mortgage loans without first obtaining a license from the Pennsylvania
19 Department of Banking, Levenson has violated the Consumer Protection Law and
20 this Court's Injunction Order.
- 21 105. Despite not being licensed by the Pennsylvania Department of Banking, ,
22 Levenson continues to engage in trade and commerce involving the mortgage
23 lending activity described above.
- 24 106. Levenson's mortgage lending activities violate the Consumer Protection Law and
25 this Court's Injunction Order.
- 26 107. Consumers have been harmed as a result of Levenson's violations of the
27 Consumer Protection Law and this Court's Injunction Order.
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WHEREFORE, the Commonwealth respectfully prays this Honorable Court to enter an Order scheduling a hearing on this Petition for Contempt and, following said hearing, enter an Order finding Defendant/Respondent Alan Levenson, directly and indirectly through West Penn Builders & Remodelers, Inc., West Penn Builders, Inc., and West Penn Builders, to be held in contempt of this Court’s Injunction Order and direct that Defendant/Respondent Levenson be required to purge himself of contempt by:

- A. Paying full and complete restitution to all consumers who have suffered any losses as a result of the unfair or deceptive practices employed by Levenson as provided for by §201-4.1 of the Consumer Protection Law;
- B. Paying the Commonwealth civil penalties of Five Thousand and 00/100 Dollars (\$5,000.00) for each violation of this Court’s Injunction Order as provided for by §201-8(a) of the Consumer Protection Law; and,
- C. Permanently enjoining Defendant/Respondent Levenson from engaging in trade and commerce in connection with the sale of any home improvement contracts or home improvement financing resulting from or involving contacts with or calls upon consumers at their residence either in person or by telephone as provided for by §201-4 of the Consumer Protection Law.

FURTHER, following the hearing on this Petition for Contempt, the Commonwealth respectfully prays this Honorable Court to enter an Order directing that:

- A. Defendant/Respondent Levenson forfeit his right to do any business within, or affecting residents of, the Commonwealth of Pennsylvania as provided for by §201-9 of the Consumer Protection Law;
- B. A receiver be appointed to marshal Defendant/Respondent Levenson’s assets and to pay any debts to any consumers and civil penalties or costs ordered in connection with the immediate proceedings as provided for by §201-9.1 of the Consumer Protection Law; and,

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C. Defendant/Respondent Levenson pay the Commonwealth's costs and provide any other relief as the Court may deem necessary and appropriate to effectuate the purpose of the Consumer Protection Law.

DATE: February 16, 2006

Respectfully submitted,

THOMAS W. CORBETT, JR.
ATTORNEY GENERAL

FRANK T. DONAGHUE
CHIEF DEPUTY ATTORNEY GENERAL

E. BARRY CREANY
SENIOR DEPUTY ATTORNEY GENERAL

1 COUNTY OF CAMBRIA)
2)
3) SS:
4 COMMONWEALTH OF PENNSYLVANIA)
5)

6 **AFFIDAVIT**

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8
9 I, Thomas W. Creehan, being duly sworn according to law, hereby state that I am
10 a Consumer Protection Agent for the Office of Attorney General, Bureau of Consumer
11 Protection, Commonwealth of Pennsylvania and that I am authorized to make this Affidavit and
12 that the facts set forth in the foregoing Petition for Contempt are true and correct to the best of
13 my knowledge, information and belief.

14
15 Dated: February 15, 2006

16 Thomas W. Creehan
17 Consumer Protection Agent

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19 This Affidavit is made subject to the penalties of 18 Pa.C.S. 4904 relating to Unsworn
20 Falsification to Authorities.

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