

THIS IS NOT AN ARBITRATION CASE
This case has been brought by the Commonwealth
under the Pennsylvania Unfair Trade Practices and
Consumer Protection Law, 73 P.S. § 201-1, *et seq.*,
AN ASSESSMENT OF DAMAGES HEARING
IS REQUIRED

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA
By ATTORNEY GENERAL MICHELLE A.
HENRY,

Plaintiff,

v.

GARDEN ART OF PITTSBURGH, LLC and
ARTHUR FORD, JR., Individually and as Owner
of Garden Art of Pittsburgh, LLC,

Defendants.

CIVIL DIVISION

Code 020 – Equity

Case No. FD-23-007667

COMPLAINT

Filed on Behalf of Plaintiff:

COMMONWEALTH OF
PENNSYLVANIA BY ATTORNEY
GENERAL MICHELLE A. HENRY

Counsel of Record for this Party:

Jaimie L. George (PA ID No. 309368)
Deputy Attorney General

Office of Attorney General
1251 Waterfront Place, Mezzanine Level
Pittsburgh, PA 15222
Phone: 724-858-4664
Email: jgeorge@attorneygeneral.gov

DEPT OF COURT RECORDS
CIVIL/FAMILY DIVISION
ALLEGHENY COUNTY PA

2023 JUN 22 AM 10:55

FILED

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COMPLAINT

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 by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

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

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

LAWYER REFERRAL SERVICE
The Allegheny County Bar Association
400 Koppers Building
436 Seventh Avenue
Pittsburgh, Pennsylvania 15219
Phone: (412) 261-5555
<https://www.getapittsburghlawyer.com/>

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This case has been brought by the Commonwealth under the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. § 201-1, *et seq.*, **AN ASSESSMENT OF DAMAGES HEARING IS REQUIRED**

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COMPLAINT

AND NOW, comes the Commonwealth of Pennsylvania, by Attorney General Michelle A. Henry (“Commonwealth” or “Plaintiff”), and brings this action pursuant to the Pennsylvania *Unfair Trade Practices and Consumer Protection Law*, 73 P.S. § 201-1, *et seq.* (“Consumer Protection Law”), to restrain by permanent injunction unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce declared unlawful by Section 201-3 of the Consumer Protection Law. The Consumer Protection Law authorizes the Attorney General to bring an action in the name of the Commonwealth of Pennsylvania to restrain by temporary and/or permanent injunction unfair methods of competition or unfair or deceptive acts or practices in the conduct of any trade or commerce declared unlawful by Section 201-3 of the Consumer Protection Law.

The Commonwealth has reason to believe that Garden Art of Pittsburgh, LLC (“Corporate Defendant”) and Arthur Ford, Jr., Individually and as Owner of Garden Art of Pittsburgh, LLC (“Individual Defendant” and when referred to collectively with Corporate Defendant, “Defendants”), have used and/or are about to use methods, acts or practices declared unlawful by Section 201-3 of the Consumer Protection Law; and that citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices complained of are enjoined. The Commonwealth believes that the public interest is served by seeking before this Honorable Court injunctive relief to restrain Defendants’ unlawful methods, acts and practices set forth herein. The Commonwealth further requests restitution, civil penalties, costs and other appropriate equitable relief to redress the harm inflicted upon our Commonwealth’s citizenry through Defendants’ violations of the Consumer Protection Law.

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

JURISDICTION

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

VENUE

2. Venue lies with this Court pursuant to Pa. R.C.P. 1006(a)(2) and (3).

THE PARTIES

3. Plaintiff is the Commonwealth of Pennsylvania, by Attorney General Michelle A. Henry, with offices located at 1251 Waterfront Place, Mezzanine Level, Pittsburgh, Pennsylvania 15222 and at 15th Floor, Strawberry Square, Harrisburg, Pennsylvania 17120.

4. Corporate Defendant is a limited liability company registered with the Pennsylvania Department of State, Bureau of Corporations and Charitable Organizations:

Corporations Section (“Corporations Bureau”), with a registered business address of 3392 Webster Avenue, Pittsburgh, Pennsylvania 15219.

5. Individual Defendant is the owner of Corporate Defendant with the last known residential address of 314 S. 14th Street, Duquesne, PA 15110.

BACKGROUND

6. At all times relevant and material hereto, Defendants have engaged in trade and commerce within the Commonwealth of Pennsylvania by advertising, marketing, offering and/or performing home improvements, as that term is defined in Section 517.2 of the Pennsylvania *Home Improvement Consumer Protection Act*, 73 P.S. § 517.1, *et seq.* (“HICPA”), specifically including, but not limited to, landscaping and other outdoor home renovations.

7. At all times relevant and material hereto, Individual Defendant authorized, approved, endorsed, formulated, directed, controlled, and/or participated in the conduct of the Corporate Defendant.

8. The Bureau of Consumer Protection (“Bureau”) has received multiple consumer complaints against Defendants, indicating that Defendants have engaged in unfair and deceptive acts and practices in violation of HICPA and the Consumer Protection Law, as described more fully herein.

9. On August 13, 2022, Individual Defendant filed a Chapter 7 bankruptcy in the Bankruptcy Court for the Western District of Pennsylvania at Case No. 22-21580.

10. In the bankruptcy filing, Individual Defendant identified 25 consumers as creditors, including 7 individuals who had filed complaints with the Bureau. These consumer creditors had contracted with Defendants for home improvement projects, and paid deposits to

Defendants for those projects, which Defendants either failed to begin or only performed minimal work.

11. As part of the bankruptcy filing, Individual Defendant was required to value the debt owed to each of the consumer creditors identified in the filing. The total amount owed to these consumer creditors, as calculated by the Individual Defendant, is \$262,991.50.

12. A meeting of the creditors occurred on September 19, 2022. At that meeting, Individual Defendant admitted that he used at least one consumer deposit for gambling.

13. A final decree closing the bankruptcy proceeding was filed on May 4, 2023.

14. The Commonwealth believes and therefore avers that there may be additional consumers that have not filed complaints with the Bureau and have been harmed due to the methods, acts and practices of the Defendants, which include, but are not limited to, the practices alleged herein.

15. At all times relevant and material hereto, the unfair methods, acts and practices complained herein have been willfully used by the Defendants.

FACTS

16. At all times relevant and material hereto, Defendants advertised and entered into contracts with consumers for the provision of home improvement services, including but not limited to, landscaping and other outdoor home renovations.

17. Garden Art of Pittsburgh, LLC is registered with the Bureau as a home improvement contractor and has been assigned HICPA registration number PA154020.

18. Individual Defendant is the sole owner and CEO of the Corporate Defendant, and is listed as the primary contact on Corporate Defendant's registration with the Bureau.

Abandoning and Failing to Complete Contracts

19. On numerous occasions, Defendants entered into contracts with consumers, accepted payments from those consumers, and then failed to complete the services in accordance with the terms of the contracts; ultimately abandoning the project prior to completion.

20. To date, the Bureau has received eight (8) consumer complaints alleging that Defendants have entered into contracts and accepted deposits for home improvement projects and either failed to perform any work or provided minimal work on the home improvement project.

21. Below are a few representative examples of the Defendants' failure to complete home improvement projects, despite entering into contracts and accepting deposits:

- a. Consumer A entered into a contract with Defendants on May 6, 2022 to excavate their entire back yard, and install a new walkway of pavers, a retaining wall with caps and drain system, a smaller matching wall and a new patio, as well as creating a vegetative design and 2 sodded areas. The contract also included refinishing the front porch and installing a six foot fence with a gate. The contracted price was \$38,000.00 and Consumer A made two payments totaling \$22,800.00 to the Defendants in early May 2022. From early June through July, the only work performed by Defendants was removing existing tiles and pavers from Consumer A's yard and applying a pink glue-like substance on the front steps. No materials were ever delivered or installed. In August 2022, Individual Defendant admitted that he lacked the financial resources to complete the job and deserted the project. Consumer A was not refunded. A true and correct copy of the

invoice and proof of payment by Consumer A, with personal information redacted, is attached hereto and incorporated herein as Exhibit A.

- b. Consumer B entered into a contract with the Defendants on April 1, 2022 for \$21,000.00 to erect two retaining walls made of pressure treated wood, dig out and install a concrete walkway topped with flagstone, construct flagstone steps next to the house, create four trenches, establish a flagstone stepping stone walkway, remove and replace a 6 foot wooden fence with gate, and create a gravel fire pit. Consumer B made three payments totaling \$14,600.00. The Defendants delivered railroad ties and installed two retaining walls. No other materials were delivered and no other work occurred. On August 14, 2022 Individual Defendant informed Consumer B that he had gone bankrupt and would not be returning to finish the job. No refund was issued. A true and correct copy of the invoice and proof of payment by Consumer B, with personal information redacted, is attached hereto and incorporated herein as Exhibit B.
- c. Consumer C entered into a contract with Defendants on March 9, 2022 for \$4,750.00 to excavate a portion of their yard and establish a planting space for thirteen arborvitaes, which would be mulched and bordered with stone, as well as trimming trees near the house. Consumer C paid an initial deposit of \$1,425.00. Defendants performed no work on the project before the stated date of completion. As a result, Consumer C contacted Defendants to cancel the contact and seek a refund. No refund was issued by the Defendants. A

true and correct copy of the invoice for Consumer C, with personal information redacted, is attached hereto and incorporated herein as Exhibit C.

- d. Consumer D entered into a contract with Defendants on April 4, 2022 for \$30,700.00 to construct a patio out of pavers, clear out an area and replicate a drawn design, build a raised garden bed, remove existing natural stone retaining walls and replace with 3 versa lock retaining walls that were capped and have French drains, create a drainage system and drain trenches, remove 2 stairways and replace with rosetta stone staircases, clear out vegetation and create walkway of stepping stones and pea gravel, haul away debris and add new top soil and seed. Consumer D made three payments, totaling \$19,420.00. Consumer D also personally purchased all materials for the project and had them delivered to her property. The Defendants removed a retaining wall, removed vegetation, ground down stumps and leveled an area for a patio. No installation or construction work occurred. Individual Defendant eventually disclosed that he had a gambling addiction and was closing his business. As a result, Defendants failed to complete the job and did not provide a refund. A true and correct copy of the invoice and proof of payment for materials by Consumer D, with personal information redacted, is attached hereto and incorporated herein as Exhibit D.
- e. Consumer E entered into a contract with Defendants on June 2, 2022 for \$6,000.00 to remove an existing wooden retaining wall and replace it with a capped versalock stone wall with a French drain system. Consumer E made a \$4,000 payment on June 3, 2022. Defendants removed the existing

retaining wall but failed to provide materials or begin work on the replacement wall. Defendants abandoned the project and no refund was provided to Consumer E. A true and correct copy of the invoice and proof of payment by Consumer E, with personal information redacted, is attached hereto and incorporated herein as Exhibit E.

- f. Consumer F entered into a contract with Defendants on April 26, 2022 for \$22,000.00 to demolish and remove all existing concrete and surrounding vegetation, and establish a new stone patio and walkway, as well as a new stone wall. Defendants also agreed to remove all debris and repair any damage to the yard or fence that occurred during the home improvement project. Consumer F made two payments to Defendants, totaling \$13,200.00. Defendants did some demolition work, but did not complete it. No materials were delivered and no construction work occurred. In addition, debris was left behind and the fence, which had been partially removed for equipment access, was not restored. Consumer F requested a refund, which Defendants did not provide. A true and correct copy of the invoice and proof of payment by Consumer F, with personal information redacted, is attached hereto and incorporated herein as Exhibit F.
- g. Consumer G entered into a contract with Defendants on May 25, 2021 to remove the existing retaining walls and fence, erect two new retaining walls with caps and French drains as well as a new wooden fence with 2 gates, and to remove debris and re-sod any damaged yard. The contracted price was \$23,130.00 and Consumer G made payments in May and September of 2021

totaling \$13,878.00. Defendants demolished the walls and took down the existing fence, but failed to provide materials or erect any replacements. In late fall 2021, Individual Defendant wrote to Consumer G promising to refund the payments in February 2022. No such refund occurred. A true and correct copy of the Consumer G's communications with Defendants, along with the contract, invoice and proof of payment, with personal information redacted, is attached hereto and incorporated herein as Exhibit G.

- h. On February 18, 2022 Consumer H contracted with Defendants to cut down 3 Norway Spruce trees and grind the stumps, excavate and embankment where a prior retaining wall existed, demolish an existing concrete staircase, build a capped retaining wall with a French drain system, build versa lock steps with caps, and haul out debris. The contracted cost was \$27,550.00 and Consumer H made payments in March and June 2022 totaling \$15,570.00. Defendants performed the demolition and excavation work, but did not provide materials or install the new wall or steps. Consumer H contacted Defendants and requested that the project be completed or that a refund be issued, but neither occurred. A true and correct copy of the invoice, which notes payments made by Consumer H, with personal information redacted, is attached hereto and incorporated herein as Exhibit H.

22. As a result of the aforementioned conduct, multiple consumers made significant payments to the Defendants and were left with incomplete projects that failed to conform to the terms of the contract.

23. Over time, Defendants became unresponsive to the consumers' efforts to have the Defendants complete the work or provide a refund.

Non-Conforming Contracts

24. In contracting with at least one consumer, Defendants utilized a home improvement contract that failed to set forth one or more of the following:

- a. The Defendants' HICPA registration number;
- b. An agreement to maintain insurance, and the current amount of insurance coverage Defendants maintained at the time of the signing of the contract;
- c. The Bureau's toll-free telephone number; and
- d. Written notification of the consumer's three-day right of rescission in immediate proximity to the space reserved in the contract for the consumer's signature, and
- e. A separate Notice of Cancellation form.

A true and correct copy of Defendants' contract is included in Exhibit G.

25. In numerous instances, Defendants did not provide consumers with a home improvement contract, and instead, simply provided an invoice.

26. As with the contract, the invoice fails to include Defendants' HICPA registration number, any information relative to maintaining insurance coverage, the Bureau's toll free number or written notification as to the consumers' right of rescission. The invoice also lacks a notice of cancellation form. A true and correct copy of Defendants' invoice is included in Exhibits A-F, H.

27. In connection with Defendants' consumer transactions subject to the requirements of Section 201-7 of the Consumer Protection Law, Defendants failed to notify consumers of their right to cancel the contract pursuant to the aforementioned law. See Exhibits A-H.

COUNT I – FAILURE TO COMPLY WITH HICPA AND THE CONSUMER

PROTECTION LAW

(Failure to Perform and Abandonment)

28. The preceding paragraphs are incorporated herein as though fully set forth below.

29. Under Section 517.9(5) of HICPA, no home improvement contractor shall abandon or fail to perform, without justification, any home improvement contract or project engaged in or undertaken by a contractor. 73 P.S. § 517.9(5).

30. As detailed above in paragraphs 18-22 Defendants entered into contracts with numerous consumers, accepted deposits, and either failed to start the project or simply performed the demolition work and then subsequently abandoned the job site, leaving the job incomplete.

31. Defendants did not possess a valid justification for abandoning and failing to perform the home improvement contracts they had undertaken.

32. Defendants violated Section 517.9(5) of HICPA and the Consumer Protection Law by abandoning and, without justification, failing to perform home improvement contracts undertaken by Defendants.

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

34. The aforesaid acts and practices constitute unfair methods of competition and/or unfair or deceptive acts or practices as prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2 of said Law, including without limitation:

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

73 P.S. § 201-3 and § 201-2(4)(v) and (xxi).

35. The above-described conduct has been willful and is unlawful under Section 201-3 of the Consumer Protection Law, 73 P.S. § 201-3.

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

PRAYER FOR RELIEF

WHEREFORE, the Commonwealth respectfully requests this Honorable Court to issue an Order:

- A. Declaring Defendants' conduct, as set forth in this Complaint, to be in violation of the Consumer Protection Law and HICPA;
- B. Directing Defendants to comply with the Consumer Protection Law and HICPA and any amendments thereto;
- C. Directing Defendants, pursuant to Section 201-4.1 of the Consumer Protection Law, 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 and HICPA;

- D. Directing Defendants, pursuant to Section 201-8(b) of the Consumer Protection Law, to pay civil penalties in the amount of one thousand dollars (\$1,000.00) for each and every violation of the Consumer Protection Law, and three thousand dollars (\$3,000.00) for each such violation involving a victim age sixty (60) or older;
- E. Permanently enjoining Defendants from engaging in the home improvement business, including owning or operating a home improvement business, advertising, offering for sale and selling home improvement services, permanently enjoining Defendants from registering as a home improvement contractor under HICPA and enjoining Defendants from directing another to register on their behalf as a home improvement contractor and/or submit on their behalf an application under HICPA;
- F. Directing Defendants to pay the Commonwealth for the costs of its investigation and prosecution of this action; and
- G. Granting such other relief as the Court deems necessary and appropriate.

COUNT II – VIOLATIONS OF HICPA AND THE CONSUMER PROTECTION LAW

(Failing to Include All Required Terms and Disclosures in Contracts with Consumers)

- 37. The preceding paragraphs are incorporated herein as though fully set forth below.
- 38. Section 517.6 of HICPA requires a contractor to include its registration number on all contracts, estimates and proposals with owners.

39. Defendants violated Section 517.6 of HICPA by utilizing invoices and contracts that do not contain a HICPA registration number. *See, e.g.*, Exhibits A-H.

40. Section 517.7(a) and (b) of HICPA requires contractors to include specific information in home improvement contracts, in order for the contract to be enforceable. Specifically, the contract must:

- a. Be in writing and contain the registration number of the performing contractor (HICPA Section 517.7(a)(1));
- b. Evidence the entire agreement between the owner and the contractor, including a copy of all required notices (HICPA Section 517.7(a)(3));
- c. Contain an agreement by the contractor to maintain liability insurance covering personal injury in an amount not less than \$50,000 and insurance covering property damage caused by the work of a home improvement contractor in an amount not less than \$50,000 as well as identifying the current amount of insurance coverage maintained at the time of signing the contract (Section 517.7(a)(11) of HICPA);
- d. Include the Bureau's toll-free number (Section 517.7(a)(12) of HICPA); and
- e. Include the notice of the right of rescission (See Sections 517.7(a)(13) and 517.7(b) of HICPA and Section 201-7(b)(1) of the Consumer Protection Law.)

73P.S. §§ 517.7(a)(1), (3), (11), (12), and (13); 73 P.S. § 517.7(b); and 73 P.S. § 201-7(b)(1).

41. Defendants violated Sections 517.7(a) and (b) of HICPA by utilizing contracts and/or invoices for home improvement projects with consumers that failed to include all of the above-noted requirements. *See, e.g.*, Exhibits A-H.

42. A violation of HICPA is deemed to be a violation of the Consumer Protection Law. 73 P.S. § 517.10.

43. Under Section 201-7 of the *Consumer Protection Law*, where goods or services having a sale price of Twenty-Five Dollars (\$25) or more are sold or contracted to be sold to a buyer, as a result of, or in connection with, a contact with or call on the buyer or resident at his residence . . . the buyer shall be provided with:

- a. A fully completed copy of a contract which shows the date of the transaction . . . and in immediate proximity to the space reserved . . . for the signature of the buyer, a statement regarding the buyer's rights of rescission; and
- b. A completed form in duplicate, captioned "Notice of Cancellation," which shall be attached to the contract . . . and easily detachable. *See* P.S. §§ 201-7(b)(1) and (2).

44. Defendants violated Sections 201-7(b)(1) and (2) by entering into contracts for the provision of services with a sale price of Twenty-Five and 00/100 Dollars (\$25.00) or more, as a result of contact with consumers in their homes and failing to include or attach the Notice of Cancellation form to such contracts.

45. The aforesaid acts or practices constitute unfair methods of competition and/or unfair or deceptive acts or practices as prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2 of said Law, including without limitation:

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

- b. 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, in violation of Section 201-2(4)(v) of the Consumer Protection Law; and
- c. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, in violation of Section 201-2(4)(xxi) of the Consumer Protection Law.

73 P.S. § 201-3 and § 201-2(4)(ii), (v), and (xxi).

46. The above-described conduct has been willful.

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

PRAYER FOR RELIEF

WHEREFORE, the Commonwealth respectfully requests this Honorable Court to issue an Order:

- A. Declaring Defendants' conduct, as set forth in this Complaint, to be in violation of the Consumer Protection Law and HICPA;
- B. Directing Defendants to comply with the Consumer Protection Law and HICPA and any amendments thereto;
- C. Directing Defendants, pursuant to Section 201-4.1 of the Consumer Protection Law, 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 and HICPA;

- D. Directing Defendants, pursuant to Section 201-8(b) of the Consumer Protection Law, to pay civil penalties in the amount of one thousand dollars (\$1,000.00) for each and every violation of the Consumer Protection Law, and three thousand dollars (\$3,000.00) for each such violation involving a victim age sixty (60) or older;
- E. Permanently enjoining Defendants from engaging in the home improvement business, including owning or operating a home improvement business, advertising, offering for sale and selling home improvement services, permanently enjoining Defendants from registering as a home improvement contractor under HICPA and enjoining Defendants from directing another to register on their behalf as a home improvement contractor and/or submit on their behalf an application under HICPA;
- F. Directing Defendants to pay the Commonwealth for the costs of its investigation and prosecution of this action; and
- G. Granting such other relief as the Court deems necessary and appropriate.

Respectfully submitted,

COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

MICHELLE A. HENRY
ATTORNEY GENERAL

Date: 6/22/23

By: Jaimie George
Jaimie L. George (PA ID No. 309368)
Deputy Attorney General

Office of Attorney General
1251 Waterfront Place, Mezzanine Level
Pittsburgh, PA 15222
Phone: 724-858-4664
Email: jgeorge@attorneygeneral.gov

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA
By ATTORNEY GENERAL MICHELLE A.
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CIVIL DIVISION

Code 020 - Equity

No. _____

COMPLAINT

VERIFICATION

I, Megan Herr, hereby state that I am a Consumer Protection Agent for the Commonwealth of Pennsylvania, Office of Attorney General, Bureau of Consumer Protection, Pittsburgh Regional Office, and I am authorized to make this verification on behalf of the Plaintiff in the within action. I hereby verify that the facts set forth in the foregoing *Complaint* are true and correct to the best of my knowledge or information and belief.

I understand that the statements herein are made subject to the penalties of 18 Pa.C.S. § 4904, relating to unsworn falsifications to authorities.

Date: 6/22/23

By: Megan E Herr
Megan Herr
Consumer Protection Agent

5/6/22, 12:20 PM

Invoice 0000226 Owner - Arthur Ford Jr.

Owner - Arthur Ford Jr.
322 North Shore Drive
Building 1B, Suite 200
Pittsburgh, PA 15212

Phone: 8444-GARDART or 412-689-7841



INVOICE

Invoice # 0000226

Invoice Date 05/06/2022

Due Date 05/06/2022

Item	Description	Unit Price	Quantity	Amount
Service	<p>We will operate a T-190 Skidsteer Machine</p> <p>We will excavate the complete backyard (including existing walls), in order to establish a full transformation.</p> <p>We will remove existing paver patio (page 77 upper left color) and walkway and establish a brand new (210sqft) (750sqft)</p> <p>We will also establish a Versalock wall (Dakota 50sqft with cap) enclosure trailing fence complimenting elevation of patio to be flush with existing siding on home.</p> <p>Establish new retaining walls (210sqft replicating character of drawing), with caps and perforated drain system and correspondent staircase with caps.</p> <p>Establish a smaller wall replicating bigger wall (12sqft) with cap, as well as entrance step at beginning of new patio against house with cap.</p> <p>We will establish a vegetative design consisting of (5) 4 to 5 ft Arborvitae Trees with (6) perennials and 1 boulder.</p> <p>We will establish a vegetative design above new walls consisting of (12) micro-gem boxwood shrubs and 4 boulders.</p> <p style="text-align: center;"><i>A.F. Arthur Ford Jr.</i></p> <p>Will we establish fresh sod in (2) designated areas.</p> <p>Run conduit from house to drive pad along fence, and under patio along neighbor house.</p> <p>Our complete design manifestation will replicate our</p>	38000.00	1.00	38,000.00

<https://www.skynova.com/printInvoice.php>



5/6/22, 12:20 PM

Invoice 0000226 Owner - Arthur Ford Jr.

drawing.

We will remove existing pavers from the totality of front porch, sand down and critique for consistency of shape and presentability. A max upcharge of \$1,000- \$2,000 may apply if inside needs filled with fresh concrete. We will work around the existing bannister, and preserve throughout transformation.

We will install a 6ft pressure treated fence with gate as characterized on photo.

All excess debris will be loaded on to dump rucks and hauled away to a legit dumpsite.

Materials: Pavers, Blocks, Caps, Glue, Pins, Seed, Fertilizer, Sod, Peatmoss, sand, 2b gravel, 2a gravel, perforated drain pipe with sleeve and grate outlet, polymeric dust, trees, shrubs, boulders, paver restraint, decorative stone, geogrid, pressure treated wooden fence and accessories (gate with lock).

Start Date: August 9, 2022

Finished By: September 13, 2022

Payment Methodology (Check)

30% upfront- \$11,400.00 (PAID IN FULL)

30% upon start day- \$11,400.00 (UNPAID)

40% upon completion- \$15,200.00 (UNPAID)

NOTES: Pavers and Wall Blocks will be brand new, as well as fence. Fence will replicate shared photo.

Project cost includes the cost of all materials described above, full labor expense, delivery, removal and disposal of all excess materials.

If contractor does not commence project within 10 calendar days after the start date, customer may either terminate the contract in which case contractor shall refund in full all amounts paid to contractor to date, or receive a \$500/ day of delay reduction to the cost of the project.

If contractor doesn't finish to project within 10 calendar days after Sept 13, 2022, customer shall receive \$500/day of delay reduction from the remaining balance.

Customer reserves all rights at law and in equity.

2 Year Warranty On All Plant Material Installed/ 5 Year Warranty On Stability of Walls and Patio/ 5 Year Coverage on Weeding

Additional Charges May Apply For Services Not Listed Above/ No Additional Charges Will Apply Without Customers Full Consent First

5/6/22, 12:20 PM

Invoice 0000226 Owner - Arthur Ford Jr.

	Subtotal	38,000.00
	Total	38,000.00
	Amount Paid	11,400.00
	Balance Due	\$26,600.00

J. Ch.

Customer is completely fine with us starting projects
earlier!

Customer:

J. Ford

Customer:

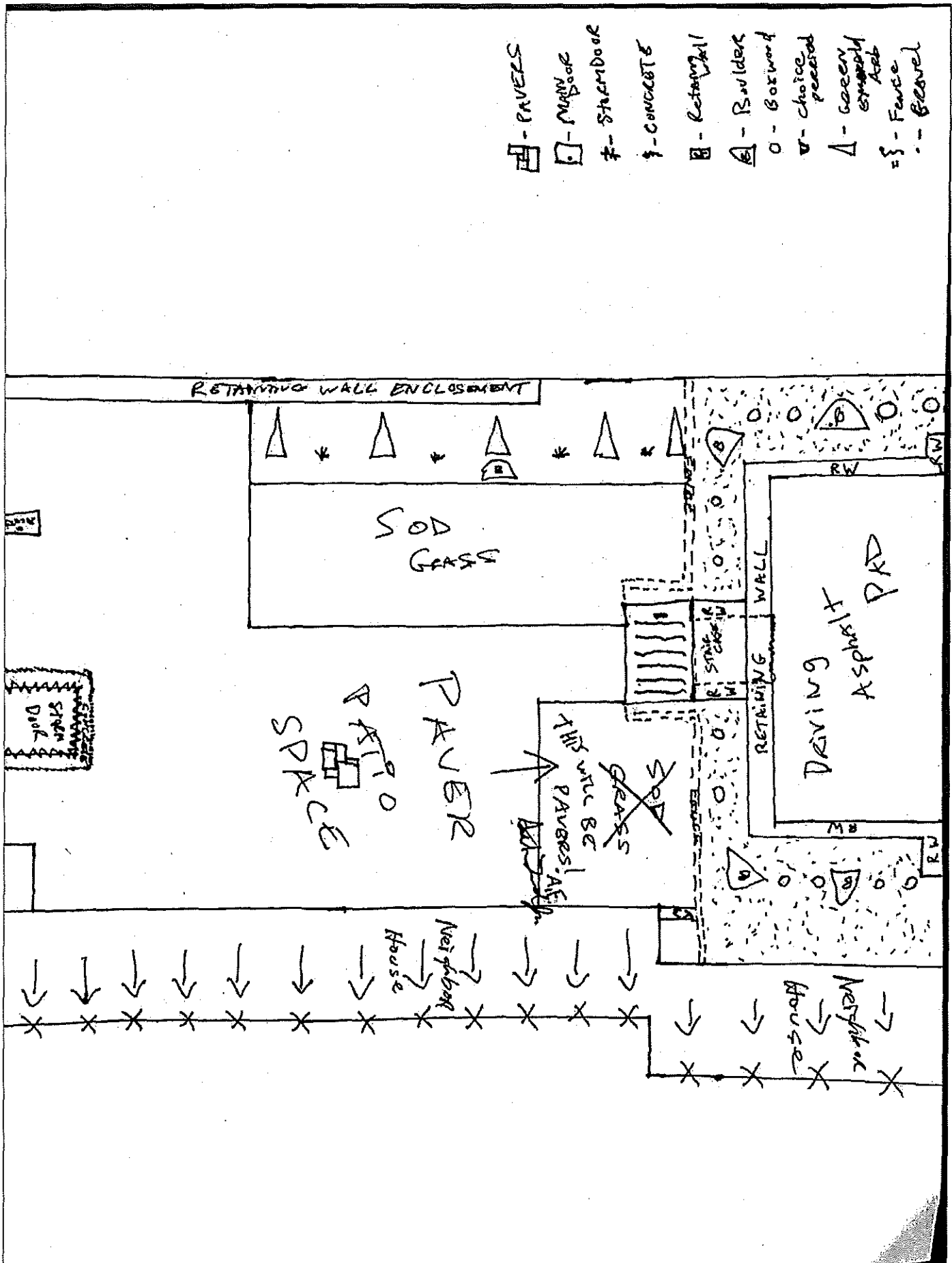
J. Ford

Contractor:

Arthur Ford Jr.

<https://www.skynova.com/printInvoice.php>

33



PNC Online Banking

Date	Description	Amount	Account
05/31/2022		\$11,400.00	

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PNC BANK Checking/Savings Withdrawal Ticket

ACCOUNT NUMBER: REGIONAL ID: Date: 5/31/2022

NON-NEGOTIABLE FORM 162753 \$ 11,400.00

FORM 162753-0122

Amount of Eleven Thousand Four Hundred Dollars

The Undersigned Hereby Requests the

[Signature]
Signature

2 \$ 3,700 to Arthur C. Pond, Jr.
1100
... ..

PNC Online Banking

Date	Description	Amount	Account
05/06/2022		\$11,400.00	

This is an image of a check, substitute check, or deposit ticket. Refer to your posted transactions to verify the status of the item. For more information about image delivery click here or to speak with a representative call: 1-888-PNC-BANK (1-888-762-2265) Monday - Friday: 7 a.m. - 10 p.m. ET, Saturday & Sunday: 8 a.m. - 5 p.m. ET.

PNC BANK Checking/Savings Withdrawal Ticket

ACCOUNT NUMBER: [REDACTED] REGIONAL ID: [REDACTED] Date: May 6, 2022

NON-NEGOTIABLE \$ 11,400.00

FORM 162753

[REDACTED] Hereby Requests the

Amount Of Eleven Thousand Four Hundred Dollars

[REDACTED] Signature: [Signature]

[REDACTED]

[REDACTED]

The Garden Arts of Pittsburgh

[REDACTED]

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4/1/22, 3:03 PM

Invoice 0000221 Owner - Arthur Ford Jr.

Owner - Arthur Ford Jr.
322 North Shore Drive
Building 1B, Suite 200
Pittsburgh, PA 15212

Phone: 844-4-GARDART or 412-689-7841



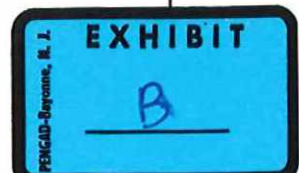
INVOICE

Invoice # 0000221

Invoice Date 04/01/2022

Due Date 04/01/2022

Item	Description	Unit Price	Quantity	Amount
Service	<p>Demo out existing stepping stone walkway.</p> <p>Erect 2 Pressure Treated Wooden retaining walls (17' each) with 90 degree angles at far right sides (if looking from home) transitioning into hillside.</p> <p>The wall closest to the house will be 4 courses high (24"). The center wall will be 2 courses high (12"). At the 13' foot run point of both walls, the walls will turn at a 90 degree angle with a 4' run transitioning into hillside as stated above.</p> <p>After adequate dig out, we will pour a 2 to 4 inch concrete walkway (12' by 3') in between the staircase adjacent to the back door of home. Then we will wet stack Maryland Flagstone on top of concrete walkway, characterized to fulfill space while not exceeding 3' width perimeter of concrete foundation. We will also fill joints and finish.</p> <p>At the start of lower staircase will be a wet stack Maryland Flagstone transition to first step (established directly on patio), and at the start of the upper staircase it will be the same thing Maryland Flagstone Step established/ complimenting transitions to pre-existing steps alleviating too high of a step up).</p> <p>We will replicate the Maryland Flagstone Design on every step (5) (closer to house) with the same stone (Maryland Flagstone will also face the house on staircase wet stacked to front of existing step with joints filled in and finished), and also fix the inside cracked areas of existing retaining walls (inside steps).</p> <p>Dig out 4 trenches (1 behind existing wall at the far top)</p>	21000.00	1.00	21,000.00



4/11/22, 3:03 PM

Invoice 0000221 Owner - Arthur Ford Jr.

27' by 18" feet wide each. Establish 6" perforated pvc (with sleeve) through-out totality of trenches unifying together at end of yard, extending down toward the front of the house.

The pvc drain will drop at least a 1/4 inch per foot through-out run of totality of drain system, dropping pipe at least 6-7 inches from beginning point to point of drain pipe unification. Trenches will be filled a special gravel 75% of itself, then remaining 25% filled with soil.

Establish a stepping stone walkway (Same Maryland Flagstone) at lower area 14' length (between fence and lower staircase / stone will be at least 24" in width). At the beginning and end transitioning points (stepping down from fence area/ stepping up to New Maryland Flagstone walkway), we will establish Maryland Flagstone wet stacked step correspondence.

We will remove the existing wooden fence and establish a 6' wooden fence (22' long by 6' high/characterize like pre existing fence), with gate, with locking mechanism (same fence panels brand new with new 4" wooden beams). Each wooden beam will sit in at least 24 inch of concrete for stability. Each beam will also receive pyramid led light covers.

Some soil from digout will be utilized to backfill new walls, while the other soil will be hauled by wheelbarrows to the top far back of yard (we will unhook wire fence and also put it back together).

In addition to above wall areas having a level grade of soil behind them, from the dig out, customer will have 6' of flat available space from porch (in lower walkway area/ in which we will be placing the Maryland Flagstone Walkway) to first new retaining wall erected.

Establish a 15' diameter Belgium Stone Enclosed special gravel fire pit area. The area will be dug out and covered with weed block commercial Geotextile.

We will re-establish lawn with 3 inch screened top soil, premium penn state grass seed, fertilization and peat moss.

Pictures have been provided to reflect fencing, Maryland Flagstone, Belgium block, special gravel and retaining wall wood.

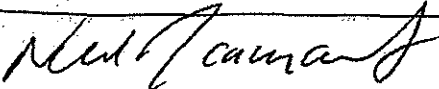
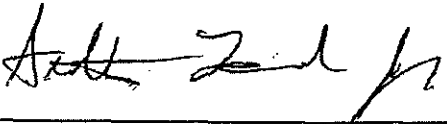
Payment Methodology (CHECK):
30%- Upfront \$6,300.00 (PAID IN FULL)
30%- Upon Start Date \$6,300.00 (UNPAID)
40%- Upon Completion \$8,400.00 (UNPAID)

Start Date: June 22, 2022
Finish By: August 3, 2022

If project isn't completed by above finish date, customer agrees to allot contractor a 5 business day grace period. Every day job isn't completed following the grace period expiration, \$300/day will be deducted from remaining balance.

NOTES: Delivery Cost Included
Cost reflective above covers full materials and labor expenses!

Additional Charges May Apply For Services Not Listed Above/ No Additional Charges Will Apply Without Customers Full Consent First

 	Subtotal	21,000.00
	Total	21,000.00
	Amount Paid	6,300.00
	Balance Due	\$14,700.00



1052

60-1009433
2981

4-1-22

Date

Pay to the
Order of

Arthur Ford / Garden Art Pgh

\$ 6,300.00

Six thousand three hundred

Dollars



First National Bank

Card Project

[Signature]

1052

Microfilm Check



Arthur Ford
PAY TO ORDER OF
GARDEN ART OF
PITTSBURGH

1054

68-100433
2501

7-11-22

Date

Pay to the
Order of

Gate Art of Pittsburgh

\$ 2,000.00

Two thousand

00 Dollars



First
National
Bank

First National Bank

For Project - backyard

[Handwritten Signature]

For Deposit Only - JPMC

FOR DEPOSIT ONLY TO THE ORDER OF THE
DEPOSITARY BANK OF THE UNITED STATES

[Handwritten Signature]

INVOICE

Invoice # 0000216

Invoice Date 03/09/2022

Due Date 03/09/2022

Item	Description	Unit Price	Quantity	Amount
Service	Operate T-190 Skid Machine	4750.00	1.00	4,750.00

Excavate (remove all vegetative and grade area) totality of area between yard and far left existing tree (60 linear feet).

Establish Geotextile (weed block) throughout area.

Establish a Belgium Stone (customer has some, we will bring in the extras that's needed) border delineating the yard from the planting space.

Plant 13 (5-6ft) Green Emerald Arborvitae Trees along 60ft stretch (from neighbors fence to our designated ending place transitioning perfect in closure).

Spread Appalachian Brown Mulch 3 to 5 inches thick.

Cut tree branches back away from house.

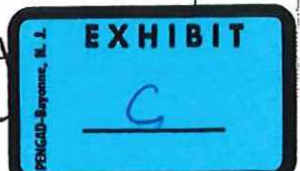
All access debris will be loaded on trucks and hauled away to legit dump site.

Payment Methodology:
Upfront 30%- \$1,425.00 (PAID IN FULL)
Upon Start Date 30%- \$1,425.00 (UNPAID)
Upon Completion 40%- \$1,900.00 (UNPAID)

Start Date: June 7, 2022
Finish By: June 28, 2022

NOTES: Delivery Cost Included
2 Year Warranty On All Plant Material Installed By Us

Additional Charges May Apply For Services Not Listed A
No Additional Charges Will Apply Without Customers Fu



[REDACTED]	1384
DATE <u>3-9-22</u>	
PAY TO THE ORDER OF <u>Garden Arts of Pittsburgh</u>	\$1,425.00
<u>One thousand four hundred twenty five and 00/100</u>	
**Citizens Bank*	[REDACTED]
<u>Landscape Work</u>	[REDACTED]
1384	03/09/2022
	\$1,425.00

Owner - Arthur Ford Jr.
322 North Shore Drive
Building 1B, Suite 200
Pittsburgh, PA 15212

Phone:8444-GARDART or 412-689-7841



INVOICE

Invoice # 0000222

Invoice Date 04/02/2022

Due Date 04/02/2022

Completed

Item	Description	Unit Price	Quantity	Amount
Service	<p>T-190 Skid Steer Machine will be operated. Any parts of fence that needs to be removed for best access, will be put back together by us.</p> <p>Establish 14' by 12' Williamsburg Grandview (photos provided) Patio with polymeric dust joints, slanted 1/4 inch per foot (for water diversion).</p> <p>Totally clear out upper area vegetatively after killing greenery, and establish Geotextile weed fabrication through out full area, and replicate design portrayed on drawing. Belgium Block delineation, mulch (chocolate brown) and sandstone placement behind front wall (as seen in drawing).</p> <p>Establish a 6' by 10' raised garden bed enclosed by wooden fence with gate.</p> <p>Remove existing natural stone walls and establish 3 Williamsburg Retaining Walls (2' high). Far rear wall will stretch the full span of the length of the yard (70 sqft), with finished cap. The walls closest to home (2) walls will be characterized like the pre-existing walls (have photos) with (3) 90 degree angles, with corresponding staircase (32" wide). These walls and steps will also have finished caps. Behind both new retaining walls with be French drain systems.</p> <p>We will establish a 4-way unified perforated pvc drain system with sleeve (as seen in drawing), capturing rain water and traveling underground all the way to the front of house, with drain grate slightly above ground.</p> <p>Drain trenches will be filled with 75% special gravel, then compacted soil remaining 25%.</p> <p>We will remove existing staircase on left side (if facing back</p>			



door) of deck and establish a Rosetta Stone staircase (seen in photo).

We will clear out the complete left side of house (if facing back door), put down weed block and establish 24" by 24" concrete stepping stones through out 35' walkway length, with natural pea gravel incorporated throughout stones.

Remove existing wooden step on left side of house (if facing back door), and establish Rosetta Stone staircase corresponding with the other one.

Clear and fabric small bed along driveway and transport preexisting pavers stones from other side of the house to area, placed and evenly spaced accommodating full run of area and incorporate natural pea gravel.

All excess debris will be loaded on trucks and hauled away to legit dump site.

We will bring in ruff soil to critique lawn leverage and then establish fresh screened top soil, with seed, fertilization and peat moss.

Start Date: April 4, 2022

Finish By: June 17, 2022

Payment Methodology (BY CHECK):

30% Upfront- \$9,200.10 (PAID IN FULL)

30% Upon Start Date: \$9,200.10 (PAID IN FULL)

40% Upon Completion: \$12,280.00 (UNPAID)

5 Year Warranty On Stability of Walls, Patio and Staircases

30700.00	1.00	30,700.00
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NOTES: Delivery Cost Included

Cost reflective above covers full materials and labor expenses.

Additional Charges May Apply For Services Not Listed Above/ No Additional Charges Will Be Applied Without Customers Full Consent First

	Subtotal	30,700.00
	Total	30,700.00
	Amount Paid	18,420.00
	Balance Due	\$12,280.00

Invoice #: 306816
 Date: 08/02/22, 12:35 PM
 Cashier: Steve Coco



Attention: [REDACTED]
 [REDACTED]
 [REDACTED]

Building Products Inc
 136 23rd Street
 Pittsburgh, PA 15215
 sales@buildingprods.com
 412.784.8202

Description	Quantity	Unit Price	Cost
VERSALOK WILLIAMSBURG	720	\$7.92	\$5702.40
Direct Ship Contractor Discount	720	-\$1.25	-\$900.00
VERSALOK WILLIAMS CORNER	18	\$9.48	\$170.64
Direct Ship Contractor Discount	18	-\$1.49	-\$26.82
VERSALOK WILLIAMS CAP	115	\$7.92	\$910.80
Direct Ship Contractor Discount	115	-\$1.25	-\$143.75
Wampum Zone 3 Freight	2	\$515.00	\$1030.00
grandview williamsburg	198	\$5.06	\$1001.88
Lampus Pallet Deposit (\$33 Refund) 2022	35	\$35.00	\$1225.00
VERSA PINS (EACH)	999	\$0.42	\$419.58
Direct Ship Contractor Discount	999	-\$0.07	-\$69.93
VERSA PINS (EACH)	201	\$0.42	\$84.42
Direct Ship Contractor Discount	201	-\$0.07	-\$14.07
Total Item Count	2288		
		Subtotal	\$9390.15
		Tax	\$571.56
		Total	\$9961.71
		Balance Due	\$9961.71

Thank you for your business! We look forward to serving you again.

Sincerely,
 Building Products Inc

Owner - Arthur Ford Jr.
322 North Shore Drive
Building 1B, Suite 200
Pittsburgh, PA 15212

Phone: 8444-GARDART or 412-689-7841



INVOICE

Invoice # 0000230

Invoice Date 06/02/2022

Due Date 06/02/2022

Item	Description	Unit Price	Quantity	Amount
Service	Remove totality of existing wood beam retaining wall.	6000.00	1.00	6,000.00
	Establish a new Williamsburg Versalock Wall (105sqft), with finished cap.			
	The new wall will receive a perforated French Drain system with debris sleeve, geogrid reinforcement, masonry glue (in choice areas), interlocking pins, and drain aggregate.			
	New retaining wall will replicate existing wooden wall (the new wall dimension will be concise with drawing layout/ customer has) (in character and unify with neighbors wall, creating a double 90 degree angle and transition point (as seen on photo).			
	All excess debris will be loaded onto truck and hauled away to legit dump site.			
	Toro Skid-Steer Machine will be operated for excavation.			
	Payment Methodology: Cash or Check Upfront \$2,000.00 (PAID) Upon Start Day \$2,000.00 (PAID) Upon Completion \$2,000.00 (UNPAID)			
	Start Day: 6/3/2022 Finished By: 6/17/2022			
	5 Year Warranty On Stability of Wall			

NOTES: Delivery Cost Included

Cost reflective above covers full materials and labor expenses!

*Additional Charges May Apply For Services Not Listed Above/
No Additional Charges Will Apply Without Customers Full
Consent First*

Subtotal	6,000.00
Total	6,000.00
Amount Paid	4,000.00
Balance Due	\$2,000.00



Date	Description	Amount	Account
06/03/2022	Check 487	\$4,000.00	[REDACTED]

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487
06/03/2022
Date
Pay to the Order of Arthur Ford Sr. \$ 4000.00
Four thousand Dollars

PNC BANK
INCORPORATED IN NC

[Signature]

FOR DEPOSIT ONLY

Mobile Check

487
06/03/2022
Date
Pay to the Order of [REDACTED] \$ [REDACTED]
[REDACTED] Dollars

PNC BANK
INCORPORATED IN NC

[Signature]

FOR DEPOSIT ONLY

Mobile Check

Owner - Arthur Ford Jr.
322 North Shore Drive
Building 1B, Suite 200
Pittsburgh, PA 15212

Phone: 8444-GARDART or 412-689-7841



INVOICE

Invoice # 0000225

Invoice Date 04/26/2022

Due Date 04/26/2022

Item	Description	Unit Price	Quantity	Amount
Service	We will operate a T-190 Skidsteer Machine	22000.00	1.00	22,000.00

We will remove existing fence post on left side of home (if facing home), as well as section of fence for machine access. We will reassemble after job is complete.

We will demo totality of existing concrete infrastructure in backyard (all the way to fence/ will make a clean cut transitioning at end of backyard concrete run to side concrete run (separate). We will also dig out and haul out existing vegetation surrounding hardscape area.

We will establish a 20ft by 23ft (460 sqft) patio with Versalock step (12inch out from home) (replicate existing step (have photos for).

Our New Grandview Allegheny Patio (open to change/ will visit supply place together) will transition into a new walkway 33ft by 2ft (66sqft), which will end at fence. New patio will slope away from home 3/4 of an inch per foot for water control. The joints of patio will be filled with polymeric sand for bonding, as well as the walkway pavers.

Both the new patio and new walkway will be secure with paver edging restraint.

We will establish a New Williamsburg Versalock wall (open to change/ will visit supply place together) in front of home (63sqft), height will be flush with the concrete landing area (replicating existing wall in character/ coming off of house with 90 degree angle at steps. Embankment behind wall will be flush with wall (wall will consist of interlocking pins, geogrid, glue in choice areas for reinforcement/ perforated drain system with sleeve and drainage aggregate filled 70% of height, and remaining 30% filled with soil.

Will we repair all lawn space that gets damaged through course of work. All excess materials will be loaded on to dump trucks and hauled away to legit dumpsite.

Payment Methodology (Check):
30% Upfront- \$6,600.00 (PAID IN FULL)
30% Upon Start Date- \$6,600.00 (PAID IN FULL)
40% Upon Completion- \$8,800.00 (UNPAID)

Start Date: July 26, 2022
Finish By: August 30, 2022

NOTES: Delivery Cost Included

5 Year Warranty on Stability of Wall, Patio and Walkway

*Additional Charges May Apply For Services Not Listed Above/
No Additional Charges Will Apply Without Customers Full
Consent First*

Subtotal	22,000.00
Total	22,000.00
Amount Paid	13,200.00
Balance Due	\$8,800.00



iMessage
Tue, Apr 26, 8:28 PM

Garden Art



Invoice # 0000226

Invoice Date 04/26/2022

Due Date 04/26/2022

Item	Description	Unit Price	Quantity	Amount
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Service	We will operate a T-190 Skidsteer Machine	22000.00	1.00	22000.00
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We will remove existing fence post on left side of home (if facing home), as well as section of fence for machine access. We will reassemble after job is complete.

We will demo totality of existing concrete infrastructure in backyard (all the way to fence/ will make a clean cut transitioning at end of backyard concrete run to side concrete run (separate).

We will establish a 20ft by 23ft (460 sqft) patio with Versalock step (replicate existing step (have photos for).

Our New Grandview Allegheny Patio (open to change/ will visit supply place together) will transition into a new walkway 33ft by 2ft (66sqft), which will end at fence.

We will establish a New Williamsburg Versalock (open to change/ will visit supply place together) wall in front of home (63sqft), height will be flush with the concrete landing area (replicating existing wall in character/ coming off of house with 90 degree angle at steps.

All excess materials will be loaded on to dump trucks and hauled away to legit dumpsite.

Payment Methodology (Check):
30% Upfront- \$6,600.00 (PAID IN FULL)
30% Upon Start Date- \$6,600.00 (UNPAID)
40% Upon Completion- \$8,800.00 (UNPAID)

Start Date: July 26, 2022
Finish By: August 30, 2022



New Line

Due Date 04/26/2022

Item	Description	Unit Price	Quantity	Amount
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Service	We will operate a T-190 Skidsteer Machine	22000.00	1.00	22,000.00
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We will remove existing fence post on left side of home (if facing home), as well as section of fence for machine access. We will reassemble after job is complete.

We will demo totality of existing concrete infrastructure in backyard (all the way to fence/ will make a clean cut



New Line

Due Date 04/26/2022

Item	Description	Unit Price	Quantity	Amount
Service	We will operate a T-190 Skidsteer Machine	22000.00	1.00	22,000.00

We will remove existing fence post on left side of home (if facing home), as well as section of fence for machine access. We will reassemble after job is complete.

We will demo totality of existing concrete infrastructure in backyard (all the way to fence) will make a clean cut transitioning at end of backyard concrete run to side concrete run (separate). We will also dig out and haul out existing vegetation surrounding hardscape area.

We will establish a 20ft by 23ft (460 sqft) patio with Versalock step (12inch out from home) (replicate existing step (have photos for).

Our New Grandview Allegheny Patio (open to change/ will visit supply place together) will transition into a new walkway 33ft by 2ft (66sqft), which will end at fence. New patio will slope away from home 3/4 of an inch per foot for water control. The joints of patio will be filled with polymeric sand for bonding, as well as the walkway pavers.

Both the new patio and new walkway will be secure with paver edging restraint.

We will establish a New Williamsburg Versalock wall (open to change/ will visit supply place together) in front of home (63sqft), height will be flush with the concrete landing area (replicating existing wall in character/ coming off of house with 90 degree angle at steps. Embankment behind wall will be flush with wall (wall will consist of interlocking pins, geogrid, glue in choice areas for reinforcement/ perforated drain system with sleeve and drainage aggregate filled 70% of height, and remaining 30% filled with soil.

We will repair all lawn space that gets damaged through course of work. All excess materials will be loaded on to dump trucks and hauled away to legit dumpsite.

Payment Methodology (Check):
30% Upfront- \$6,600.00 (PAID IN FULL)
30% Upon Start Date- \$6,600.00 (UNPAID)
40% Upon Completion- \$8,800.00 (UNPAID)

Start Date: July 26, 2022
Finish By: August 30, 2022



NOTES: Delivery Cost Included

I accidentally forgot to our our paver border in the write up! I'll take care of it! See you at supply place within 2 weeks. Apologies...



Date	Description	Amount	Account
04/27/2022	Check 431	\$6,600.00	XX [REDACTED]

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Pay to the Order of Arthur Ford Jr.
Six thousand six hundred dollars \$ 6,600.00
 PNC BANK
 PNC BANK N.A. (081)
 For Front 30th payment
 [Signature]


431
 04-26-2022

304
B-9(430)
049

June 3, 2022
Date

Pay to the Order of Arthur Ford Jr. \$6,600

Six thousand and six hundred and 00/100 Dollars

 **PNC BANK**
PNC Bank, N.A. (WI)

For Second payment H. Ford

GENERAL CONTRACT FOR SERVICES

This Contract (this "Contract") is made effective as of May 25, 2021, by and between Garden Art of Pittsburgh, of 322 North Shore Drive/ Suite 200/ Building 1B, Pittsburgh, Pennsylvania 15212, (Contractor), and [REDACTED] (Customer).

1. DESCRIPTION OF SERVICES. Beginning on May 25, 2021, Contractor will provide to Customer the following services described in the attached Exhibit (collectively, the "Services").

2. PAYMENT. Payment shall be made to 322 North Shore Drive/ Suite 200/ Building 1B, Pittsburgh, Pennsylvania 15212. Customer agrees to pay the sum of \$23,130.00 as follows:

Event and Payment Amount

First Payment Upon Initial Signing
\$6,939.00

Second Payment Upon Start Date (August 31, 2021)
\$6,939.00

Final Payment Upon Completion
\$9,252.00

If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at 5 percent per year, or the maximum percentage allowed under applicable laws, whichever is less. [REDACTED] shall pay all costs of collection, including without limitation, reasonable attorney fees.

In addition to any other right or remedy provided by law, if Customer fails to pay for the Services when due, Contractor has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

3. TERM. This Contract will terminate automatically upon completion by Contractor of the Services required by this Contract.

4. DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.



b. The insolvency or bankruptcy of either party.

c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.

d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

5. REMEDIES ON DEFAULT. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 8 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

6. FORCE MAJEURE. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

7. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

8. CONFIDENTIALITY. Contractor, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Contractor, or divulge, disclose, or communicate in any manner, any information that is proprietary to Customer. Contractor and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

Upon termination of this Contract, Contractor will return to Customer all records, notes, documentation and other items that were used, created, or controlled by Contractor during the term of this Contract.

9. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses listed above or to such other address as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.

10. ASSIGNMENT. Neither party may assign or transfer this Contract without prior written consent of the other party, which consent shall not be unreasonably withheld.

11. ENTIRE CONTRACT. This Contract contains the entire agreement of the parties regarding the subject matter of this Contract, and there are no other promises or conditions in any other agreement whether oral or written. This Contract supersedes any prior written or oral agreements between the parties.

12. AMENDMENT. This Contract may be modified or amended if the amendment is made in writing and signed by both parties.

13. SEVERABILITY. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

14. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

15. APPLICABLE LAW. This Contract shall be governed by the laws of the State of Pennsylvania.

16. SIGNATORIES. This Agreement shall be signed on behalf of Customer by [REDACTED], Customer and on behalf of Contractor by Arthur C. Ford Jr , CEO and effective as of the date first above written.

This Business Contract is executed and agreed to by:

Arthur C. Ford

Arthur C. Ford
412@gardenartofpittsburgh.com
May 25, 2021 at 02:10 pm
Recorded at IP 172.56.11.189

[REDACTED]

Owner - Arthur Ford Jr.
322 North Shore Drive
Building 1B, Suite 200
Pittsburgh, PA 15212

Phone: 844-4-GARDART or 412-689-7841



INVOICE

Invoice # 0000178

Invoice Date 05/21/2021

Due Date 05/21/2021

Item	Description	Unit Price	Quantity	Amount
Service	<p>Remove existing stacked concrete retaining wall.</p> <p>Remove existing 100ft chain linked fence.</p> <p>Remove small small cinder block wall.</p> <p>Erect 2 Versalock Lampus Block Retaining Walls (140sqft and 20sqft).</p> <p>Necessary recharacterizing (by cutting with commercial grinder) of existing concrete walkway along larger wall run for retaining wall excellence will be performed.</p> <p>Each wall erection will consist of 2A limestone (4 inch depth), geogrid resistance band, locking pins (reinforcement), 50% 2B limestone backfill (drainage aggregate). The larger wall will have a French Drain system with sleeve (debris covering). Both walls will be capped and glue as well.</p> <p>New Double Sided pressure treated pine (1050sqft) wooden fence will be installed.</p> <p>Post will be concrete in, the remaining area of fence will be stabilized by screws (can take down if necessary for home remodeling needs).</p> <p>2 gates will also be incorporated at the beginning of home (at 90 degree angle), and at the neighbors staircase area in rear on home.</p> <p>All access debris will be loaded onto trucks and hauled away from customers property to legit dump yard.</p>	23130.00	1.00	23,130.00

2 to 6 man and T-190 Bobcat machine operation.

Start Date: August 31, 2021
Finished By: October 12, 2021

Hardware will be galvanized.

Any lawn damage throughout executing project will be repair with fresh Kentucky Blue Sod.

If fencing details change, customers approval is required.

30% (Upon Initial Signing)
30% (August 31st or Earlier)
40% (Upon Completion)


NOTES: Delivery Cost Included
Price Above Reflects Full Material and Labor Cost

5 Year Warranty On Stability of Walls and Fence

Additional Charges May Apply For Services Not Listed Above/ No Additional Charges Will Apply Without Customers Full Consent

	Subtotal	23,130.00
	Total	23,130.00
	Amount Paid	6,939.00
	Balance Due	\$16,191.00

Owner : Arthur Zud Jr.

Customer : 

Date	Description	Amount	Account
05/25/2021	Check 1014	\$5,000.00	[REDACTED]

This is an image of a check, substitute check, or deposit ticket. Refer to your posted transactions to verify the status of the item. For more information about image delivery click here or to speak with a representative call: 1-888-PNC-BANK (1-888-762-2286) Monday - Friday: 7 a.m. - 10 p.m. ET, Saturday & Sunday: 8 a.m. - 5 p.m. ET.

1014
MAY 25 2021

Pay to the Order of Garden Act of Pittsburgh \$ 5000.00
Five thousand and 00/100

PNC BANK
Pittsburgh, PA

For First installment of bond [REDACTED]
[REDACTED] 1014

Signature: [REDACTED]

Date	Description	Amount	Account
05/25/2021	Check 1015	\$1,939.00	[REDACTED]

This is an image of a check, substitute check, or deposit ticket. Refer to your posted transactions to verify the status of the item. For more information about image delivery click here or to speak with a representative call: 1-888-PNC-BANK (1-888-762-2266) Monday - Friday: 7 a.m. - 10 p.m. ET, Saturday & Sunday: 8 a.m. - 5 p.m. ET.

1015
BACK
979

May 25, 2021

Pay to the Order of Garden Art of Pittsburgh | \$ 1939.00

Nineteen hundred and thirty nine and 00/100 Dollars

PNC BANK

For Fortinallmar wall/fence [REDACTED]

Security features

- Security features on all checks include:
 - Microprint: Small, consistent sized text around the perimeter of the check.
 - Watermark: A watermark of the check number is visible when held up to the light.
 - Check Size: All checks are the same size.
 - Color: The color of the check is consistent.
 - The words "ONE, TWO, THREE, FOUR, FIVE, SIX, SEVEN, EIGHT, NINE, TEN" are printed on the back.
 - Photo Eye: Detects any alterations to the back of the check.

Do not reuse if:

- Any of the above features are missing or appear altered.
- The check is altered in any way.
- The check is altered in any way.

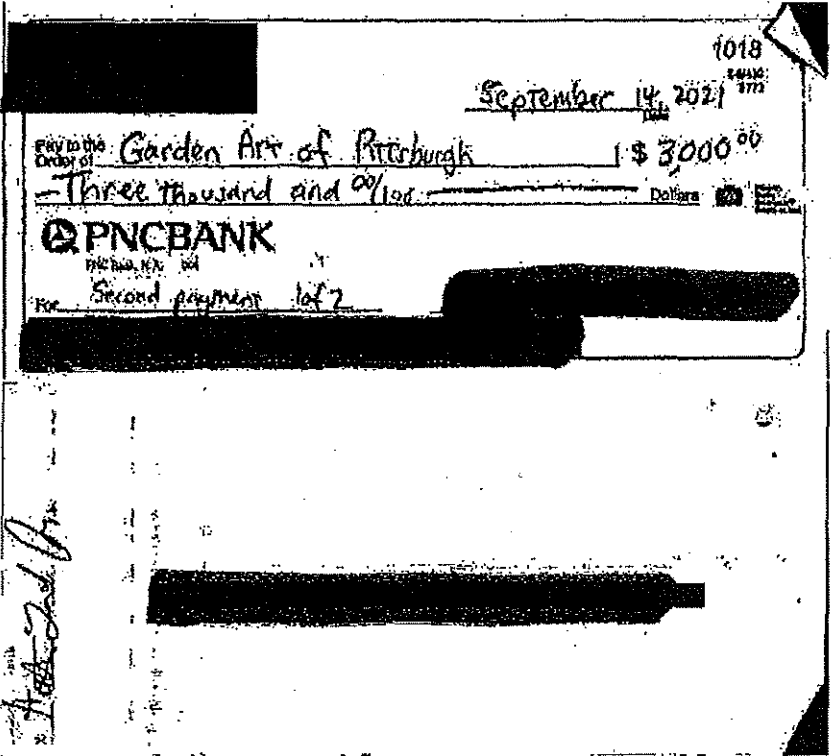
1

Signature: *[Handwritten Signature]*

PNC Online Banking

Date	Description	Amount	Account
09/14/2021	Check 1018	\$3,000.00	[Redacted]

This is an image of a check, substitute check, or deposit ticket. Refer to your posted transactions to verify the status of the item. For more information about image delivery click here or to speak with a representative call: 1-888-PNC-BANK (1-888-762-2266) Monday - Friday: 7 a.m. - 10 p.m. ET, Saturday & Sunday: 8 a.m. - 5 p.m. ET.



PNC Online Banking

Date	Description	Amount	Account
09/14/2021	Check 1019	\$3,939.00	[REDACTED]

This is an image of a check, substitute check, or deposit ticket. Refer to your posted transactions to verify the status of the item. For more information about image delivery click here or to speak with a representative call: 1-888-PNC-BANK (1-888-762-2265) Monday - Friday: 7 a.m. - 10 p.m. ET, Saturday & Sunday: 8 a.m. - 5 p.m. ET.

[REDACTED]

1019
9/14/2021

September 14, 2021

Pay to the order of Garden Act of Pittsburgh \$ 3,939.00
Thirty nine hundred and thirty nine and 00/100 dollars

PNC BANK
MEMPHIS, TN

For Second payment 2021 [REDACTED]

[REDACTED]

[REDACTED]

[Handwritten Signature]

October 13, 2021

Mr. Arthur Ford, Jr.
Garden Art of Pittsburgh
322 North Shore Drive
Building 1B, Suite 200
Pittsburgh, PA 15212

SUBJECT: NOTICE OF CONTRACT DEFAULT

Dear Arthur:

I am writing to inform you that you are now in default of your obligations outlined in our contract dated May 25, 2021. Your company has failed to complete the landscaping project outlined in the Description of Services by the contractual deadline of October 12, 2021.

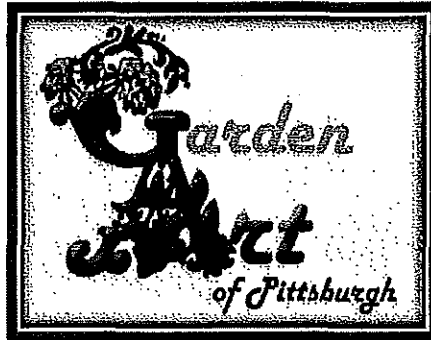
To date, you have partially completed demolition of the old retaining wall and fence and delivered some supplies for the new fence. However, no work has been performed since September 20, despite repeated assurances from you that your crew would be onsite.

Per the contract, you have eight (8) days from receipt of this letter in which to cure the default, either by substantially completing the project as outlined in the Description of Services (preferred) or by refunding us \$10,000 (\$13,878 paid to date less an allowance of \$3,878 to cover the materials delivered and partial demolition of the existing wall and fence).

Failure to cure the default will result automatic termination of the contract and our pursuing any and all legal rights available to us.

Sincerely,

The signature and name of the sender are redacted with two thick black horizontal bars.



GARDEN ART OF PITTSBURGH
322 NORTH SHORE DRIVE
BUILDING 1B/SUITE 200
PITTSBURGH, PA 15212

Hello [REDACTED], this is Arthur Ford Jr. (Owner), reaching you in respects to the money that is owed back to you. Due to difficulties arising, as well as the landscaping season ending, I'm just not able to issue back to you the full expected balance that is owed to you.

Please accept my check of good faith I will mail to you in February "2022". I will continuously issue you funds as I'm able during the landscaping off season, but surely come spring '2022' when money is back frequently coming in again, I will expeditiously pay you whatever balance is remaining [REDACTED]

I'm also willing to speak with you ([REDACTED]) if that will provide you more clarity, and certainty of pay back. I can't say enough how appreciative I am for you hiring me, and the patience that you have so graciously demonstrated throughout this process. Please know it is just as important to me as it is to you that I pay you back what is due to you. I have genuinely found myself in an unforeseen unfortunate place in which, I reluctantly share this news with you.

I apologize for the delay in paying you your money back, as well as the string of perplexing events leading up to today you've had to experience. As a young entrepreneur I've strived to do my best, but obviously there's great room for improvement. Come '2022' I will be much more excellent in my business etiquetty.

Again, I deeply apologize, and I will pay you ASAP! I really hope you have a great holiday season, and thanks again for giving me the opportunity [REDACTED]

Owner - Arthur Ford Jr.
322 North Shore Drive
Building 1B, Suite 200
Pittsburgh, PA 15212

Phone: 844-4-GARDART or 412-689-7841



INVOICE

Invoice # 0000213

Invoice Date 02/18/2022

Due Date 02/18/2022

Item	Description	Unit Price	Quantity	Amount
Service	Cut down (3) 40ft-70ft Norway Spruces Trees and Grind Stumps Down	450.00	3.00	1,350.00
Service	(T-190 Skid Steer with Backhoe Attachment Operation) Totally Remove existing Nipple Block Retaining Wall (trailing driveway/ 475sqft).	23000.00	1.00	23,000.00

Excavate embankment back 2 1/2 to 3ft (In addition to 8 Inches already existing where old retaining was tore out.

Dig Trench for wall base and establish an 8inch compacted 2a gravel stone foundation to begin building first course of New Versalock Block (with finishing sand base).

Establish a perforated French Drain System (with sleeve/running totality of wall span) behind first course of first block layed (with screen grate for water to exit at far end of wall unflied with perforated drain pipe).

Begin erecting blocks while utilizing pins to interlock every single block.

Following every 2 courses of block that's erected, we will backfill to top with 2B special gravel flush to top of course (drainage aggregate), then lay out a strip of geo-grid reinforcement band over top of blocks and gravel.

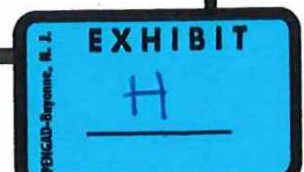
We will repeat this exact application for outstanding reinforcement (every 2 courses) all the way up until our New Versalock Wall is at finished height (475 to 500sqft).

The new wall will also gradually taper down (from house to end point/ replicate wall tore down) corresponding with characteristic of embankment grade, and also new wall blocks will be slightly stepped back ever course for additional reinforcement.

Establish finished caps with 2 1/4 protrusion (hang over), and also glue every cap along the top of New Versalock Wall.

Preserve existing decorative gravel stone (also bring in additional decorative stone that matches) and reestablish on hillside after New Wall is completed (on top of weed block) above new wall (ended close to house/will flag area and take pictures).

All access debris will be loaded on to trucks and haul to legit



Start Date: June 14, 2022
Finished By: July 14, 2022

5 Year Warranty on Stability Wall

Payment Methodology (CHECK OR CASH):

30% PAID IN FULL (BY CC) - \$7,305.00

30% Upon Scheduled Start Day (With Versalock Wall Block On
Grounds. - \$7,305.00

40% Upon Completion - \$9,740.00

NOTES: Delivery Cost Included/ Cost Reflective Above Covers
Full Materials and Labor Expenses!

*Additional Charges May Apply For Services Not Listed Above/
No Additional Charges Will Apply Without Customers Full
Consent First*

Arthur Zed Jr.
Thomas R. Althoff

Subtotal	24,350.00
Total	24,350.00
Amount Paid	7,305.00
Balance Due	\$17,045.00



Garden Art of Pittsburgh
 412@gardenartofpittsburgh.com | 412-689-7841

Invoice #000005

Issue date
 Mar 4, 2022

Invoice #000005

Bill To



Invoice Details

PDF created March 4, 2022
 \$7,305.00

Payment

Due March 4, 2022
 \$7,305.00

Item	Quantity	Price	Amount
30% Upfront Payment (2 Payments Remaining As Reflective On Attachment) 2nd Payment of \$7,305.00 (Due Start Day - June 14, 2022). 3rd Payment of \$9,740.00 (Due Upon Full Completion Of Job - by July 14, 2022).	1	\$7,305.00	\$7,305.00

Subtotal \$7,305.00

Total Paid \$7,305.00

Payments

Mar 4, 2022 () \$7,305.00



View online

To view your invoice go to <https://gosq.me/u/kVVvqJyr>
 Or open your camera on your mobile device, and place the code on the left within the camera's view.

Page 1 of 1

We will repeat this exact application for outstanding reinforcement (every 2 courses) all the way up until our New Versalock Wall is at finished height (475 to 500sqft).

The new wall will also gradually taper down (from house to end point/ replicate wall tore down) corresponding with characteristic of embankment grade, and also new wall blocks will be slightly stepped back ever course for additional reinforcement.

Establish finished caps with 2 1/4 protrusion (hang over), and also glue every cap along the top of New Versalock Wall.

Preserve existing decorative gravel stone (also bring in additional decorative stone that matches) and reestablish on hillside after New Wall is completed (on top of weed block) above new wall (ended close to house/will flag area and take pictures).

All access debris will be loaded on to trucks and haul to legit dump yard.

Start Date: June 14, 2022
Finished By: July 28, 2022

5 Year Warranty on Stability Wall

Payment Methodology (CHECK OR CASH):

30% PAID IN FULL (BY CC) - \$7,305.00

3/4/22

30% Upon Scheduled Start Day (With Versalock Wall Block On Grounds. - \$7,305.00

8265⁰⁰ 6/14/22

40% Upon Completion - \$9,740.00

Demo Existing Concrete Staircase	3200.00	1.00	3,200.00
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Establish corresponding Allegheny Blend Versalock Steps with caps replicating pictures.

1st course 12 linear ft, courses stacking all the way up (flush to existing pad)

NOTES: Delivery Cost Included/ Cost Reflective Above Covers Full Materials and Labor Expenses!

Additional Charges May Apply For Services Not Listed Above/ No Additional Charges Will Apply Without Customers Full Consent First

Subtotal	27,550.00
Total	27,550.00
Amount Paid	15,570.00
Balance Due	\$11,980.00

*KAS
6/14/22*

CERTIFICATE OF COMPLIANCE

I, Jaimie L. George, certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts* that require filing confidential information and documents differently than non-confidential information and documents.

Respectfully submitted,

COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

MICHELLE A. HENRY
ATTORNEY GENERAL

Date: 6/22/23

By: Jaimie George
Jaimie L. George (PA ID No. 309368)
Deputy Attorney General

Office of Attorney General
1251 Waterfront Place, Mezzanine Level
Pittsburgh, PA 15222
Phone: 724-858-4664
Email: jgeorge@attorneygeneral.gov