

IN THE COURT OF COMMON PLEAS OF BEAVER COUNTY, PENNSYLVANIA  
CIVIL DIVISION - EQUITY

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

*Plaintiff,*

v.

JAMES D. MARTIN a/k/a DOUG MARTIN,  
Individually and as owner of MARTIN LAWN  
SERVICES LLC,

and

MARTIN LAWN SERVICES LLC,

*Defendants.*

No. 2025-10589

Civil Action -- Equity

**COMPLAINT**

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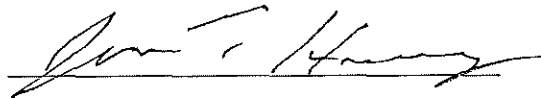
**NOTICE TO DEFEND**

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 LAWYER, THIS OFFICE MAY BE ABLE TO  
PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL  
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**Lawyer Referral Service of the Beaver  
County Bar Association  
788 Turnpike Street  
Beaver, PA 15009  
Telephone Number: 724-728-4888  
<https://bcba-pa.org/lawyer-referral-service/>**



Jesse F. Harvey (PA ID No. 63435)  
Chief Deputy Attorney General  
Phone: 412-565-2883  
Email: [jharvey@attorneygeneral.gov](mailto:jharvey@attorneygeneral.gov)

Attorney for the Commonwealth  
Office of Attorney General  
1251 Waterfront Place  
Mezzanine Level  
Pittsburgh, PA 15222  
Fax: 412-880-0196

**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**

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**COMPLAINT**

**Filed on Behalf of Plaintiff:**

COMMONWEALTH OF  
PENNSYLVANIA OFFICE OF  
ATTORNEY GENERAL

**Counsel of Record for this Party:**

Jesse F. Harvey (PA ID No. 63435)  
Chief Deputy Attorney General  
Phone: 412-565-2883  
Email: [jharvey@attorneygeneral.gov](mailto:jharvey@attorneygeneral.gov)

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CIVIL DIVISION - EQUITY**

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

*Plaintiff,*

v.

JAMES D. MARTIN a/k/a DOUG MARTIN,  
Individually and as owner of MARTIN LAWN  
SERVICES LLC,

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MARTIN LAWN SERVICES LLC,

*Defendants.*

No. 2025-10589

Civil Action – Equity

**COMPLAINT**

**AND NOW**, comes the Commonwealth of Pennsylvania, Office of Attorney General, by Attorney General David W. Sunday, Jr. (“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 James D. Martin, aka Doug Martin, Individually and as owner of Martin Lawn Services LLC (“Individual Defendant”) and Martin Lawn Services, LLC (“Corporate Defendant” and when referred to collectively with Individual 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 civil penalties, restitution, 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)(1).

### **THE PARTIES**

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

4. Individual Defendant James D. Martin, aka Doug Martin, is an adult individual residing at 1110 Queens Mill Road, Aliquippa, Pennsylvania 15001.

5. Corporate Defendant Martin Lawn Services LLC is a Pennsylvania limited liability company whose registered address with the Pennsylvania Department of State, Bureau of Corporations and Charitable Organizations is 2302 Hospital Drive, Aliquippa, Pennsylvania 15011.

### **BACKGROUND**

6. Defendants have engaged in trade and commerce within the Commonwealth of Pennsylvania by advertising, marketing, offering, selling 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, the repair, replacement and installation of patios, retaining walls and fencing for Pennsylvania consumers.

7. Defendants originally registered with the Pennsylvania Office of Attorney General, Bureau of Consumer Protection (“Bureau”), pursuant to Section 517.3(a) of HICPA, on or April 8, 2015, and were assigned HICPA registration number PA115539.

8. Defendants’ HICPA registration at PA115539 expired on April 12, 2021 and was renewed on August 16, 2024.

9. Defendants’ home improvement services were contracted to be sold to consumers as a result of, or in connection with, a contact with or call on the consumers at his or her residence.

10. Defendants entered into home improvement contracts with consumers for amounts that exceeded a value of \$500.00.

11. At all times relevant and material hereto, Individual Defendant approved, endorsed, directed, ratified, controlled and/or otherwise participated in the conduct alleged herein and the practices and operations conducted.

12. At all times relevant and material hereto, the unlawful acts and practices complained of herein were carried out pursuant to Individual Defendant's direction and control, and Individual Defendant directly participated in such unlawful acts and practices.

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

#### FACTS

14. At all times relevant and material hereto, Defendants advertised and entered into contracts with consumers for the provision of home improvement services.

15. Defendants advertise their services on the internet, including a Facebook page for "Martin Lawn Services," <https://www.facebook.com/people/Martin-Lawn-Services/100063541615465/>. *A true and correct copy of Defendants' Facebook page, as of April 8, 2025, is attached hereto and incorporated herein as Exhibit "A."*

16. Individual Defendant also advertises as "Martin Custom Patios & Decks." *A true and correct copy of an online advertisement for Martin Custom Patios & Decks is attached hereto and incorporated herein as Exhibit "B."*

17. Defendants were not registered as home improvement contractors between April 13, 2021 and August 16, 2024.

18. Despite Defendants failure to register as home improvement contractors during the time period between April 13, 2021 and August 16, 2024, Defendants entered into numerous home improvement contracts for prices exceeding \$500.00.

19. In connection with all home improvement contracts, Defendants made direct or implied representations that all work or services would be performed in a workmanlike manner and in accordance with the plans and specifications provided for in the contract. *A true and correct copy of Defendants' standard contract, with the consumers name and contact information redacted, is attached hereto and incorporated herein as Exhibit "C."*

20. In connection with all home improvement contracts, Defendants made direct and implied representations that they would commence and substantially complete the contracted for work. *See Exhibit "C."*

21. Notwithstanding Defendants' direct or implied representations, multiple Pennsylvania consumers have obtained judgments against Defendants for allegedly failing to commence or complete home improvement work in accordance with the terms of the consumer's contract after Defendants accepted payment from the consumers.

22. Specifically, the following judgments have been entered against one or both of the Defendants related to home improvement contracts entered into with Defendants:

- a. *Donna Nable v. Doug Martin*, MJ-36101-CV-0000106-2022 (Beaver County)(Judgment entered for \$2,185.75 related to allegations of incomplete performance) (A true and correct copy of the contract, with the consumer's personal information redacted, is attached hereto and incorporated herein as **Exhibit "D"**);
- b. *Larry D. Hillwig v. Martin Lawn Services (Doug Martin)*, MJ-36304-CV-0000209-2022 (Beaver County) (Default judgment entered for \$4,365.85 related to failure to commence

work after accepting payment ) (A true and correct copy of the contract, with the consumer's personal information redacted, is attached hereto and incorporated herein as **Exhibit "E"**);

- c. *Ryan & Melissa Hutzler v. Martin Lawn Services, LLC*, MJ-50306-CV-0000012-2023 (Butler County) (Default judgment entered for \$ 12,199.25 related to allegations of incomplete and unworkmanlike performance) (A true and correct copy of the contract, with the consumers' personal information redacted, is attached hereto and incorporated herein as **Exhibit "F"**);
- d. *Eric & Jessica Grass v. Martin Lawn Services, LLC*, MJ-36304-CV-0000212-2023 and MJ-36304-CV-0000213-2023 (Beaver County) (Default judgments entered for \$12,171.00 and \$4,871.72, respectively related to allegations of unworkmanlike performance and failure to commence work after accepting payment) (A true and correct copy of two quotes that constituted the contracts between the parties, with the consumers' personal information redacted, are attached hereto and incorporated herein as **Exhibit "G."**)
- e. *James Vincenti v. Martin Lawn Services LLC*, MJ-05222-CV-0000010-2024 (Allegheny County) (Default judgment entered for \$3,596.84 related to work that was never commenced after Defendant accepted payment-judgment was subsequently paid) (A true and correct copy of the contract, with the consumer's personal information redacted, is attached hereto and incorporated herein as **Exhibit "H"**);
- f. *Stacey DiSpigno v. Doug Martin*, MJ-05225-CV-0000277-2024 (Allegheny County) (Judgment entered for \$7,111.98 related to allegations of unworkmanlike and incomplete performance) ( A true and correct copy of quotes that constituted the contracts between the

parties, with the consumers' personal information redacted, are attached hereto and incorporated herein as **Exhibit "I"**); and

- g. *Jill Capra v. Martin Lawn Services, LLC, Doug Martin, Complete Swimming Pool Service, LLC, April Roccia and Pat Roccia, CV-2024-000013* (Washington County Court of Common Pleas)(Default Judgment entered jointly and severally against all Defendants for \$337,699.99<sup>1</sup> related to allegations of unworkmanlike and incomplete performance) (A true and correct copy of the contract, with the consumer's personal information redacted, is attached hereto and incorporated herein as **Exhibit "J"**).

23. In each of the above listed instances, Defendants entered into contracts for the provision of home improvement services at a time when Defendants were not registered as home improvement contractors. See Exhibits D through K that are attached hereto.

24. In each of the above listed instances, the consumers alleged that Defendants entered into contracts for the provision of home improvement services, and failed to commence or complete the contracted for services in accordance with the terms of the consumers' contract.

25. Further, in addition to the aforementioned judgments, there is at least one other pending proceeding involving Defendants' home improvement services: *Nancy & Dennis Barber v. Martin Lawn Services, LLC MJ-36303-CV-0000174-2023* (Beaver County Court of Common Pleas).

26. The Barber's district magistrate action did not proceed because they were unable to obtain service.

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<sup>1</sup> This amount includes \$47,200.00 related to the contract with Individual Defendant Martin and Corporate Defendant Martin Lawn Services, LLC, \$68,150.00 related to the other named Defendants in that matter as well as treble damages and attorney fees.

27. The Barbers subsequently submitted a private criminal complaint which was accepted by the Beaver County District Attorney's Office.

28. The pending criminal action is filed at CP-04-CR-0001920-2024 where Defendant Martin is accused of Theft by Deception, Deceptive Business Practices and Receives Advance Payment for Services and Fails to Perform.

29. Again, with regard to the Barber matter, Defendants entered into a contract for the provision of home improvement services at a time when Defendants were not registered as home improvement contractors.

30. Further, by way of example and as described more specifically below with regard to the Barber and Capra matters, Defendants entered into contracts for the provision of home improvement services, and failed to commence or complete the contracted for services in accordance with the terms of the consumers' contracts.

31. With regard to consumer Jill Capra:

- a. On November 29, 2021, Consumer Capra entered into a contract with Defendants for home improvement work including the installation of a retaining wall, outdoor lighting, a concrete pool deck and a fence. See Exhibit "J".
- b. At the time the contract was entered into, Consumer Capra paid Defendants \$13,400.00 and thereafter made an additional payment of \$18,400.00.
- c. The contract represented that the work would be performed in a "workmanlike manner and in accordance with the plans and specifications provided or in accordance of this Contract to the property..."

d. Despite the aforementioned representations, the Defendants performed only partial work resulting in unworkmanlike performance and the work they did allegedly complete was done in an unworkmanlike manner. Specifically:

- i. only half of the retaining wall was installed and it contains cracks and is crooked;
- ii. the concrete pool deck is not level, is cracked and was not installed pursuant to the dimensions set forth in the contract;
- iii. the fence was not installed; and
- iv. the electrical work was incomplete and remains unfinished.

32. With regard to the Barbers:

- e. On or about February 24, 2023, the Barbers entered into a home improvement contract with Defendants for work involving the leveling of their back yard, including the construction of retaining walls, and the installation of a fence. (A true and correct copy of the contract, with the consumers' contact information redacted, is attached hereto and incorporated herein as **Exhibit "K"**).
- f. At the time the contract was entered into, the Barbers paid Defendants \$4,300.00.
- g. The contract represented that work would commence on or about May 15, 2023 and would be completed within seven working days, while allowing for limited day to day extensions in certain circumstances as set forth in the contract.
- h. The contract represented that the work would be performed in a "workmanlike manner and in accordance with the plans and specifications provided or in accordance of this Contract to the property..."

- i. Despite the aforementioned representations, Defendants failed to install the fencing and abandoned the project despite the Barbers' numerous requests to complete the contracted for installation.

33. The Commonwealth believes that the public interest is served by seeking before this Honorable Court a permanent injunction to restrain the methods, acts and practices of the Defendants, as complained of herein and as hereinafter set forth. Further, the Commonwealth requests restitution, civil penalties, costs and other appropriate equitable relief as redress for Defendants' violations of the Consumer Protection Law and HICPA.

#### **COUNT I – VIOLATIONS OF HICPA AND THE CONSUMER PROTECTION LAW**

##### ***(Failing to Perform Contracted Home Improvement Work and Abandoning Home Improvement Projects)***

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

35. 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).

36. Under Section 517.9(6) of HICPA, no home improvement contractor shall deviate or disregard plans or specifications, in any material respect, without a written change order dated and signed by both the contractor and the owner, which contains the accompanying price changes for each deviation. 73 P.S. § 517.9(6).

37. As detailed above in paragraphs 19 through 33 and their subparts, Defendants entered into contracts with consumers, accepted deposits from consumers, and without justification either failed to start the contracted for project, or started the project but then abandoned the job site prior to the contracted for project's completion.

38. Defendants do not possess a valid reason for their abandonment of job sites and failing to perform the contracted for home improvement projects.

39. In connection with multiple consumers, including those identified above at paragraphs 22 through 33, Defendants made actual and implied statements to consumers indicating that Defendants would commence work and eventually complete the contracted for work.

40. Nevertheless, Defendants subsequently abandoned job sites or failed to consistently appear and perform work to completion.

41. In connection with multiple consumers, including those identified above at paragraphs 22 through 33, Defendants made actual and implied statements to consumers that the work would be performed in a workmanlike manner.

42. Nevertheless, Defendants subsequently failed to perform in a workmanlike manner by performing inferior work, performing only partial work or failing to commence the work altogether.

43. Defendants violated Section 517.9(5) of HICPA and the Consumer Protection Law by abandoning and, without justification, failing to perform home improvement projects for which they entered contracts and received deposits.

44. Defendants violated Section 517.9(6) of HICPA and the Consumer Protection Law by materially deviating and disregarding plans or specifications set forth in the consumer contracts such as the guarantee that the work would be completed in a timely and workmanlike manner.

45. 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.

46. 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);
- b. Making repairs, improvements or replacements on tangible, real or personal property, of a nature or quality inferior to or below the standard of that agreed to in writing, in violation of Section 201-2(4)(xvi); 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).

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

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

48. The Commonwealth believes that the citizens of the Commonwealth are suffering and will continue to suffer 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 and enjoining Individual Defendant from directing another to register on his behalf as a home improvement contractor and/or submit on his behalf an application under HICPA;
- F. Directing Defendants, pursuant to Section 1602-U of the Fiscal Code and Section 201-4.1 of the Consumer Protection Law, to pay the Commonwealth for the costs of its investigation and prosecution of this action, including but not limited to attorney fees; 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 Comply with HICPA Registration Requirements)***

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

50. Section 517.9(1) of HICPA declares it unlawful to “[f]ail to register as required by [HICPA].” 73 P.S. § 517.9(1).

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

52. In connection with multiple consumers, including those identified above at paragraphs 22 through 33, Defendants failed to register with the Bureau as a home improvement contractor prior to undertaking, offering to undertake or agreeing to perform any home improvement, in violation of Sections 517.3(a) and 517.9(1) of HICPA. 73 P.S. §§ 517.3(a) and 517.9(1).

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

54. The aforementioned 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. 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. Causing likelihood of confusion or of misunderstanding as to affiliation, connection or association with, or certification by, another, in violation of Section 201-2(4)(iii) of the Consumer Protection Law;
- c. 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) of the Consumer Protection Law; and

- d. 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), (iii), (v) and (xxi).

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

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

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- C. 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;
- D. 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 and enjoining

Individual Defendant from directing another to register on his behalf as a home improvement contractor and/or submit on his behalf an application under HICPA;

- E. Directing Defendants, pursuant to Section 1602-U of the Fiscal Code and Section 201-4.1 of the Consumer Protection Law, to pay the Commonwealth for the costs of its investigation and prosecution of this action; and
- F. *Granting such other relief as the Court deems necessary.*

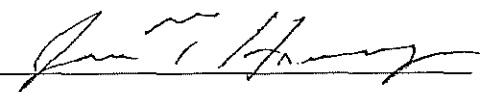
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Respectfully submitted,

COMMONWEALTH OF PENNSYLVANIA  
OFFICE OF ATTORNEY GENERAL

DAVID W. SUNDAY, Jr.  
ATTORNEY GENERAL

Date: 4/11/25

By: 

Jesse F. Harvey (PA ID No. 63435)  
Chief Deputy Attorney General  
Phone: 412-565-2883  
Email: [jharvey@attorneygeneral.gov](mailto:jharvey@attorneygeneral.gov)

Attorney for the Commonwealth  
Office of Attorney General  
1251 Waterfront Place  
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Pittsburgh, PA 15222  
Fax: 412-880-0196

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VERIFICATION

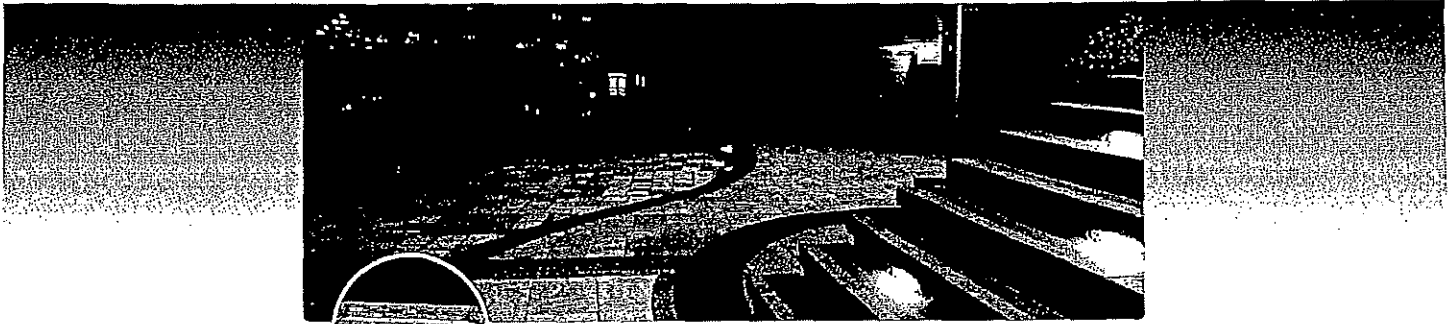
I, Laura J. Ukmata, hereby state that I am a Senior Consumer Protection Agent for the Commonwealth of Pennsylvania, Office of Attorney General, Bureau of Consumer Protection, Pittsburgh Regional Office, and I am authorized to make this verification on behalf of the Plaintiff in the within action. I hereby 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: 4/8/25

By: /s/ Laura J. Ukmata  
Laura J. Ukmata  
Senior Consumer Protection Agent

# EXHIBIT A



## Martin Lawn Services

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### Intro

Martin Lawn Services is located in Hopewell Township, Beaver County, PA. We provide lawn care, lands

Page · Landscape Company

2302 Hospital Dr, Aliquippa, PA, United States, Pennsylvania

(412) 849-5894

martinlawnservices@comcast.net

martinlawnservices.com

Open now

Price Range · \$\$

86% recommend (42 Reviews)

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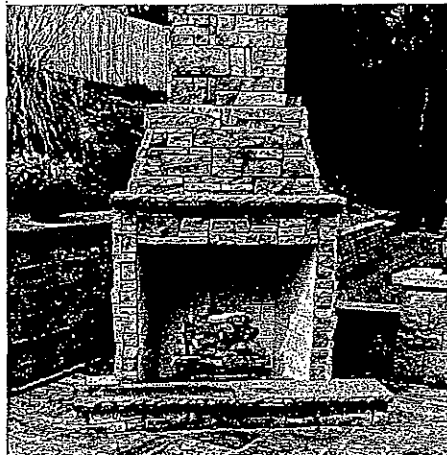
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Filters



Martin Lawn Services  
March 26 at 2:42 PM · 🌐

It's time to build a fireplace...  
#oldcastle #robertmccuen\_apg\_metro #hardscapelife #fire #outdoorlife #caststone



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Like

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Barry Knight  
Nice

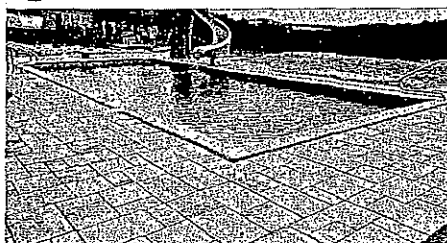
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Martin Lawn Services  
September 16, 2024 · 🌐



22 likes · 4 comments

Like

Comment

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Martin Debbie  
Really nice

2d · Like · Reply



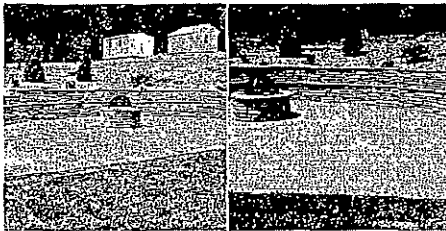
Write a comment...

👍 🤔 🗨️ 📷



Martin Lawn Services  
August 26, 2024 · 🌐

More patios part deux! #hardscapelife #ephenrybelgard #bestinwest  
#robertmccuen\_ep\_henry #caststonefirepit #caststonewalls



👍❤️👍 20



View more comments



👍 Top fan  
Gary Donnelly ·  
Once again great job!!

31w Like Reply 2👍

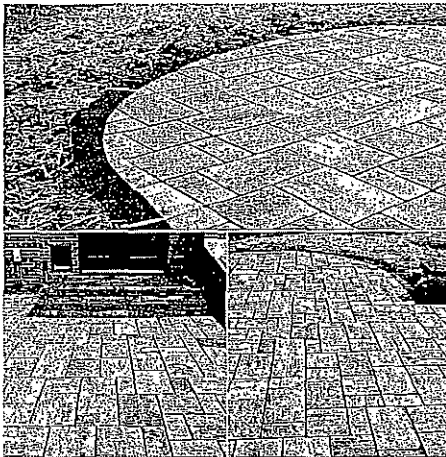


Write a comment...



Martin Lawn Services  
August 28, 2024 · 🌐

Been so busy, no time to post. Playing catchup! #hardscapelife  
#ephenrybelgard #robertmccuen\_ep\_henry  
#trilogypavers #midnightborder



👍❤️👍 20

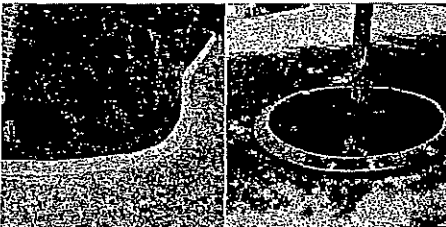


Martin Lawn Services (limited who can comment on this post.)



Martin Lawn Services  
March 3, 2024 · 🌐

Let's talk curbing! We have been doing this since 2007. The only  
hardscape company in the area doing decorative concrete curbing in a  
wide variety of colors! #hardscapelife #concretecurbidge #liibubba



👍❤️👍 21



View more comments



Colleen Seery  
Love my curbing as well!

1y Like Reply 2👍



Write a comment...



Martin Lawn Services

February 29, 2024 · 🌐

That time of year. Get your deck on! #hardscapelife #decks #trex #outdoorlivinglife



👍 13

Like

Comment

Share



James Foster

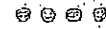
Wish my deck look that good.

35w Like Reply

2 🗨



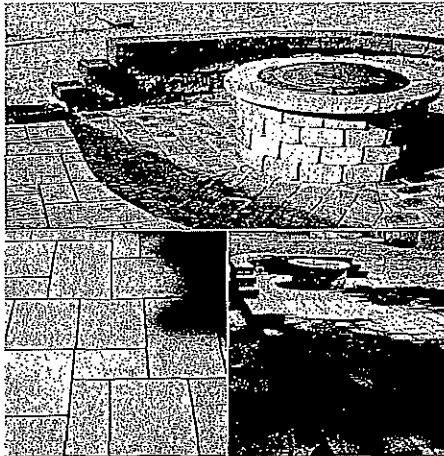
Write a comment...



Martin Lawn Services

November 12, 2023 · 🌐

Smokeless fire pit, ePHenry Trilogy pavers, charcoal borders 6x9 and seat wall. #ephenry #hardscapelife #firepits



👍 13

Like

Comment

Share

View more comments



Top fan

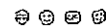
Diane Hunley

Beautiful! Great job!

👍 Like Reply



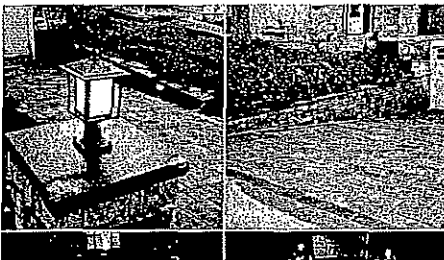
Write a comment...



Martin Lawn Services

November 9, 2023 · 🌐

Late posting a lot of these. #hardscapelife #ephenry #bestinwest #drivewaypavers #edlights





# EXHIBIT B

HOPEWELL

## Introducing Martins Custom Patio and Decks



Published 8 months ago on May 23, 2024  
by Carl Santamarie



**MARTIN**  
CUSTOM PATIOS  
& DECKS

**412-849-5894**



Order dates: 5/15-5/28, 5/30-6/12, 6/13-6/27  
Delivery dates: 6/11, 6/20, 7/11

*Shulligan's*  
SPORTS BAR & GRILL



Hopewell Sports Nation

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Email Address

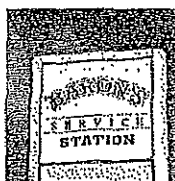
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View PDF (Free)

1. 100% Satisfaction  
2. Free Delivery  
3. Free Installation

Stylt

HOPEWELL SN ON FACEBOOK





For those of you that are regulars on our page or have been around Hopewell for a while you are probably familiar with Doug Martin and his landscaping business.

Doug has been a long time business owner operating out of Hopewell for over 20 years. Starting this spring Doug has restructured his business to focus on creating custom landscapes, hardscapes and decks. He has rebranded the business and is excited to continue working in the Hopewell community.

You might have seen Doug's signs around town and at the baseball fields as he is a long time supporter of sporting events like baseball in Hopewell. His continued generosity in our community is always appreciated, reach out to him for your next landscaping/hardscaping or decking quote.



RELATED TOPICS: **FEATURED**

[Beverly County Bounces Back](#)

[Hopewell Youth Softball Board Elects First Female President and Executive positions in History](#)

**Carl Santamaría**

Hello Hopewell! While I am not originally a Hopewell native, it has been my home for over 12 years. My wife and I have three beautiful children that all play Hopewell sports including baseball and softball. My wife and I are both active in coaching our children's teams. I am a member of the Hopewell Youth Baseball Board of Directors and you will probably see me out at the fields at least a few days a week. Most recently coaching my youngest sons T-BALL team.

ADVERTISEMENT



HV's Youth Basketball Winter Indoor Practice - Begins!

HV Bowling Next Week Allegheny Indians!

HV Bowling Clean Sweep Against Nazareth!



You Belong, Here.



It's Everything But Ordinary



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Email Address

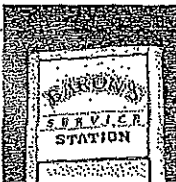
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Hopewell's NonFacebook



You Belong, Here.



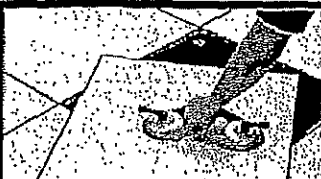
It's Everything But Ordinary



HW Please Support your  
Cheerleaders - Cornhole Tournament  
Fundraiser - Disney (here they come)

Application Available for The 2025 -  
Second Annual HSH Scholarship!

HW 4th Grade Basketball Wins  
Championship!



Computer Room Design Corp

We Have a Huge Inventory of Used Flooring  
Tiles. Contact Us Today.

Contact Us

ROPEWELL  
SPORTS NATION



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# EXHIBIT C

## MARTIN LAWN SERVICES, LLC

RESIDENTIAL - COMMERCIAL

2302 Hospital Drive  
Aliquippa, PA 15001  
(412) 849-5894

This Contract is made and entered into on this 29<sup>th</sup> day of November, 2021, by and between [REDACTED] hereinafter designated as the Owner, and Martin Lawn Services, LLC, hereinafter designated as the Contractor with a Pennsylvania contractor registration number of PA 115 539.

The Contractor and the Owner agree, bind and obligate themselves as follows:

The Contractor is to provide the improvements/remodeling/reconstruction/rehabilitation (hereinafter "the work") in a workmanlike manner and in accordance with the plans and specifications provided or in accordance of this Contract to the property located at the municipal address of [REDACTED] Pennsylvania.

Construction will commence on or about 12-13-2021 Substantial completion of the work will be 6 months days after commencement of construction. However, this time period may, at Contractor's option, be extended one day for each day of delay, if construction is delayed due to weather, fire, strikes, materials shortages, or Acts of God, Owner delays, or other normal variations in the construction process including, but not limited to, the selection, ordering, manufacture, and/or installation of Owner selections. Failure of Contractor to timely complete shall not be considered default. The date of substantial completion shall be that date when the work is completed sufficiently enough to enable the Owner to occupy, or utilize the work in the manner in which it is intended to be utilized.

The following is a description of the work to be performed at the Owner's premises:

- 51' x 3' Retaining wall (Allegheny Block) (Charcoal cap)
- Lights under cap (10) Step lights (9) (9) Added w/ls
- Concrete Around Pool 9'-6"-6'-6"
- Charcoal Bullnose coping / Fence 51' x 30' x 51' x 30' 2 gates

The following is a list of the materials to be used during the work performed at the Owner's premises:

Versa Lok Block / Cap / LED lights / Gas Line  
Electrical Line / Conduit / Transformer / Limestone  
Bullnose coping / Black aluminum fence / Concrete

The following is a list of the job specifications to be completed in detail:

ADD Electric and Plumbing / GAS / 3 outlets

8500 7000 1800 6500

11,900 2500 2000

*PLEASE NOTE: Once this Contract is signed, the Specifications cannot be changed without a written change order signed by the Owner and the Contractor.*

The following is a list of names, addresses and telephone numbers of all Subcontractors known at the date of the signing of this contract:

Mike Seger

The Owner further agrees and obligates himself/herself to select all allowance items, materials, and colors required in a timely manner. Owner also agrees and obligates himself/herself to obtain all necessary and/or required approvals and/or acknowledgements from any Architectural Board or Committee whose jurisdiction is relevant to the work. Owner further agrees to cooperate with and make every reasonable effort to refrain from hindering Contractor and/or the work. Owner shall allow Contractor and/or employees and/or subcontractors of Contractor to have continuous access to premises upon which the work is to be performed during the construction period from the hours of 8 a.m. to 5 p.m. However, in the event that Owner temporarily halts the work, Owner assumes any and all liability and responsibility for any and all costs associated with, related to, and/or arising from the work delay including, but not limited to, wages, loss of income, start-up costs, sub-contract charges, additional trip charges, delayed material delivery charges, and material loss charges. Owner further understands and agrees that these charges may, at Contractor's option, be deemed and considered to be extra work and be due and payable as extra work in accordance with the payment schedule below. The parties agree that Owners will only be allowed in the work area when accompanied by Contractor.

The total cost of the work to be performed, including all labor and materials, as agreed upon herein, is \$ 40,200 .00 A deposit in the amount of \$ 13,400 .00 shall be paid by Owner to Contractor to secure performance of the work performed on the property. Absent

default of Contractor, deposit shall be non-refundable and shall be paid upon execution of this Contract.

The Owner shall make the remaining payments upon request of the Contractor  
accordance with the following schedule:

- pd 8/10  
15/8,400 1. \$13,400 due upon Arrival  
15,400 2. \$13,400 due upon Completion

+ \$5,500.00 EXTRA MATERIALS (DM)  
+ \$2,000.00 EXTRA LABOR (DM)

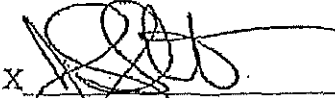
Except as otherwise provided by law or regulation, the Contractor agrees to maintain liability insurance covering Personal Injury in an amount no less than \$50,000.00 and insurance covering Property Damage caused by the work of a home improvement contractor in an amount no less than \$50,000.00. The current amount of insurance coverage maintained by the Contractor at the time of signing the contract is:

A) Personal Injury - \$1m; and B) Property Damage - \$1m.

The Pennsylvania Bureau of Consumer Protection may be contacted at (800) 441-2555 where a caller can obtain information as to whether a contractor is registered with the Bureau pursuant to the Pennsylvania Home Improvement Consumer Protection Act.

**RIGHT OF RESCISSION** – You, the Owner, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached Notice of Cancellation form for an explanation of this right.

SIGNATURE OF CONTRACTOR  
(or salesman on behalf of Contractor)

X 

Print Name Below:

Day/Martin

Contractor Information:

Martin Lawn Services, LLC  
2302 Hospital Drive  
Aliquippa, PA 15001  
(412) 849-5894

SIGNATURE OF OWNER  
(or his/her agent or other contracted party)

X 

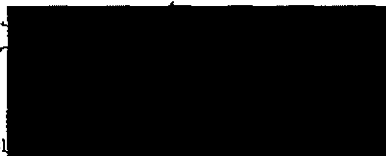
Print Name Below:



Owner Information:

Name:  
Address:

Phone Number:



NOTICE OF CANCELLATION

Today's Date: 11-29, 2021.

You may cancel this transaction, without any penalty or obligation, within three (3) business days from the above-referenced date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within ten (10) business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

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

If you do make the goods available to the seller and the seller does not pick them up within twenty (20) days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice to Attn: Doug Martin, Martin Lawn Services, LLC, 2302 Hospital Drive, Aliquippa, PA 15001 no later than midnight of 12-2, 2021.

I HEREBY CANCEL THIS TRANSACTION:

[Signature]  
Date

\_\_\_\_\_  
Owner's Signature

Print Name Below:  
\_\_\_\_\_

# EXHIBIT D

## RESIDENTIAL - COMMERCIAL

TECHNIPAX 15000

100

[illegible]

1. What is the purpose of the study?

10-10-1964

[illegible]

100-100000-101434-0319A-1638

[illegible]

\_\_\_\_\_

100

[illegible]

the following conditions to be completed in full:

1. Form 1042-S  
2. Form 1042  
3. Form 1041

These forms must be completed and filed with the IRS by the due date of the return.

The following information must be provided for each payee:

1. Name of the payee  
2. Address of the payee  
3. Taxpayer identification number of the payee  
4. Social Security number of the payee  
5. Date of birth of the payee  
6. Date of death of the payee  
7. Date of marriage of the payee  
8. Date of divorce of the payee  
9. Date of remarriage of the payee  
10. Date of separation of the payee  
11. Date of annulment of the payee  
12. Date of legal name change of the payee  
13. Date of change of address of the payee  
14. Date of change of telephone number of the payee  
15. Date of change of e-mail address of the payee  
16. Date of change of fax number of the payee  
17. Date of change of website of the payee  
18. Date of change of social media profile of the payee  
19. Date of change of other contact information of the payee  
20. Date of change of other identifying information of the payee

The following information must be provided for each withholding agent:

1. Name of the withholding agent  
2. Address of the withholding agent  
3. Taxpayer identification number of the withholding agent  
4. Social Security number of the withholding agent  
5. Date of birth of the withholding agent  
6. Date of death of the withholding agent  
7. Date of marriage of the withholding agent  
8. Date of divorce of the withholding agent  
9. Date of remarriage of the withholding agent  
10. Date of separation of the withholding agent  
11. Date of annulment of the withholding agent  
12. Date of legal name change of the withholding agent  
13. Date of change of address of the withholding agent  
14. Date of change of telephone number of the withholding agent  
15. Date of change of e-mail address of the withholding agent  
16. Date of change of fax number of the withholding agent  
17. Date of change of website of the withholding agent  
18. Date of change of social media profile of the withholding agent  
19. Date of change of other contact information of the withholding agent  
20. Date of change of other identifying information of the withholding agent

The following information must be provided for each withholding agent:

1. Name of the withholding agent  
2. Address of the withholding agent  
3. Taxpayer identification number of the withholding agent  
4. Social Security number of the withholding agent  
5. Date of birth of the withholding agent  
6. Date of death of the withholding agent  
7. Date of marriage of the withholding agent  
8. Date of divorce of the withholding agent  
9. Date of remarriage of the withholding agent  
10. Date of separation of the withholding agent  
11. Date of annulment of the withholding agent  
12. Date of legal name change of the withholding agent  
13. Date of change of address of the withholding agent  
14. Date of change of telephone number of the withholding agent  
15. Date of change of e-mail address of the withholding agent  
16. Date of change of fax number of the withholding agent  
17. Date of change of website of the withholding agent  
18. Date of change of social media profile of the withholding agent  
19. Date of change of other contact information of the withholding agent  
20. Date of change of other identifying information of the withholding agent

1. WILLIAM THE UNITED  
 2. STATES OF AMERICA  
 3. 1900

[illegible]

EXP. 111 01 11 50 15 4057. You, the Grantor, hereby acknowledge and warrant to me, the Grantee, the validity and enforceability of the third foregoing page after the date of this transaction. See attached Notice of Cancellation for an explanation of this right.

1887

**Abstract**

# EXHIBIT E

# MARTIN LAWN SERVICES, LLC

RESIDENTIAL - COMMERCIAL

2302 Hospital Drive

Aliquippa, PA 15001

(412) 849-5894

This Contract is made and entered into on this 13<sup>th</sup> day of APRIL 2022 by and between Larry/Dave Hillner, hereinafter designated as the Owner, and Martin Lawn Services, LLC, hereinafter designated as the Contractor with a Pennsylvania contractor registration number of PA-115539.

The Contractor and the Owner agree, bind and obligate themselves as follows:

The Contractor is to provide the improvements/remodeling/reconstruction/rehabilitation (hereinafter "the work") in a workmanlike manner and in accordance with the plans and specifications provided or in accordance of this Contract to the property located at the municipal address of [REDACTED] Pennsylvania.

Construction will commence on or about 9/1/2022. Substantial completion of the work will be 5 days after commencement of construction. However, this time period may, at Contractor's option, be extended one day for each day of delay, if construction is delayed due to weather, fire, strikes, materials shortages, or Acts of God, Owner delays, or other normal variations in the construction process including, but not limited to, the selection, ordering, manufacture, and/or installation of Owner selections. Failure of Contractor to timely complete shall not be considered default. The date of substantial completion shall be that date when the work is completed sufficiently enough to enable the Owner to occupy, or utilize the work in the manner in which it is intended to be utilized.

The following is a description of the work to be performed at the Owner's premises:

Remove old stams - Run Gas line  
ADD New stams as opposite side - ADD concrete 6x6  
MODIFY RAILING - New Vinyl stam  
Assemble Garbage can fence (concrete) - ADD cap in back (24) down / per gravel  
match

The following is a list of the materials to be used during the work performed at the Owner's premises:

Concrete to match Existing deck  
Vinyl stam  
Gravel / per gravel / down / match

The following is a list of the job specifications to be completed in detail:

Concrete pad for grilling / raw gas line for this

PLEASE NOTE: Once this Contract is signed, the Specifications cannot be changed without a written change order signed by the Owner and the Contractor.

The following is a list of names, addresses and telephone numbers of all Subcontractors known at the date of the signing of this contract:

Mike Seger [REDACTED]

The Owner further agrees and obligates himself/herself to select all allowance items, materials, and colors required in a timely manner. Owner also agrees and obligates himself/herself to obtain all necessary and/or required approvals and/or acknowledgements from any Architectural Board or Committee whose jurisdiction is relevant to the work. Owner further agrees to cooperate with and make every reasonable effort to refrain from hindering Contractor and/or the work. Owner shall allow Contractor and/or employees and/or subcontractors of Contractor to have continuous access to premises upon which the work is to be performed during the construction period from the hours of 8:30 a.m. to 5:30 p.m. However, in the event that Owner temporarily halts the work, Owner assumes any and all liability and responsibility for any and all costs associated with, related to, and/or arising from the work delay including, but not limited to, wages, loss of income, start-up costs, sub-contract charges, additional trip charges, delayed material delivery charges, and material loss charges. Owner further understands and agrees that these charges may, at Contractor's option, be deemed and considered to be extra work and be due and payable as extra work in accordance with the payment schedule below. The parties agree that Owners will only be allowed in the work area when accompanied by Contractor.

The total cost of the work to be performed, including all labor and materials, as agreed upon herein, is \$12,460.00. A deposit in the amount of \$4,150.00 shall be paid by Owner to Contractor to secure performance of the work performed on the property. Absent

default of Contractor, deposit shall be non-refundable and shall be paid upon execution of this Contract.

The Owner shall make the remaining payments upon request of the Contractor accordance with the following schedule:

1. \$4150 due upon Arrival
2. \$4160 due upon Completion

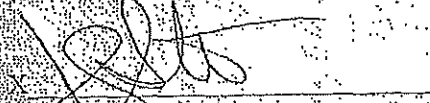
Except as otherwise provided by law or regulation, the Contractor agrees to maintain liability insurance covering Personal Injury in an amount no less than \$50,000.00 and insurance covering Property Damage caused by the work of a home improvement contractor in an amount no less than \$50,000.00. The current amount of insurance coverage maintained by the Contractor at the time of signing the contract is:

A) Personal Injury - \$1M and B) Property Damage - \$1M

The Pennsylvania Bureau of Consumer Protection may be contacted at (800) 441-2555 where a caller can obtain information as to whether a contractor is registered with the Bureau pursuant to the Pennsylvania Home Improvement Consumer Protection Act.

**RIGHT OF RESCISSION** - You, the Owner, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached Notice of Cancellation form for an explanation of this right.

SIGNATURE OF CONTRACTOR  
(or Salesman on behalf of Contractor)



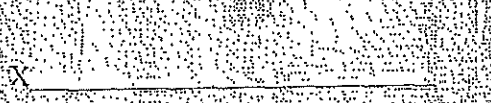
(Print Name Below)



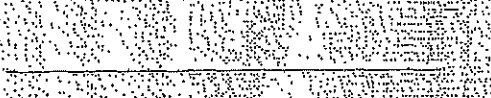
Contractor Information:

Martin Lawn Services, LLC  
2302 Hospital Drive  
Aliquippa, PA 15001  
(412) 849-5894

SIGNATURE OF OWNER  
(or his/her agent or other contracted party)

X 

(Print Name Below)



Owner Information:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

## NOTICE OF CANCELLATION

Today's Date: 4-13 2022

You may cancel this transaction, without any penalty or obligation, within three (3) business days from the above referenced date.

If you cancel, any properly traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within ten (10) business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

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

If you do make the goods available to the seller and the seller does not pick them up within twenty (20) days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice to Attn: Doug Martin, Martin Lawn Services, LLC, 2302 Hospital Drive, Aliquippa, PA 15001 no later than midnight of 4-16 2022.

I HEREBY CANCEL THIS TRANSACTION:

Date

Owner's Signature

Print Name Below:

# EXHIBIT F

# MARTIN LAWN SERVICES, LLC

RESIDENTIAL - COMMERCIAL

2302 Hospital Drive

Aliquippa, PA 15001

(412) 849-5894

This Contract is made and entered into on this 13<sup>th</sup> day of April, 2022, by and between Melisa Hunter, hereinafter designated as the Owner, and Martin Lawn Services, LLC, hereinafter designated as the Contractor with a Pennsylvania contractor registration number of PA 115 539.

The Contractor and the Owner agree, bind and obligate themselves as follows:

The Contractor is to provide the improvements/remodeling/reconstruction/rehabilitation (hereinafter "the work") in a workmanlike manner and in accordance with the plans and specifications provided or in accordance of this Contract to the property located at the municipal address of [REDACTED] Pennsylvania.

Construction will commence on or about 7/18/2022. Substantial completion of the work will be 15 working days after commencement of construction. However, this time period may, at Contractor's option, be extended one day for each day of delay, if construction is delayed due to weather, fire, strikes, materials shortages, or Acts of God, Owner delays, or other normal variations in the construction process including, but not limited to, the selection, ordering, manufacture, and/or installation of Owner selections. Failure of Contractor to timely complete shall not be considered default. The date of substantial completion shall be that date when the work is completed sufficiently enough to enable the Owner to occupy, or utilize the work in the manner in which it is intended to be utilized.

The following is a description of the work to be performed at the Owner's premises:

EXCAVATE & ADD New Patio using EP Henry Bristol Pavers  
ADD Landing & steps w/ 2 locations BACK & Side Door  
ADD ROOF over 25' x 12' Section of Patio (4 recessed lights/fan)  
ADD fireplace at end of Roof using EP Henry Cast Stone

The following is a list of the materials to be used during the work performed at the Owner's premises:

ADD 40' x 3' Retaining wall / Block to Match fireplace / steps  
ADD Topsoil Behind wall for Planting  
2 B Curbstone / Pile / Geotext fabric

The following is a list of the job specifications to be completed in detail:

Knotty Pine Roof  
30 Days (H&A)

PLEASE NOTE: Once this Contract is signed, the Specifications cannot be changed without a written change order signed by the Owner and the Contractor.

The following is a list of names, addresses and telephone numbers of all Subcontractors known at the date of the signing of this contract:

Mike Seger [REDACTED]

The Owner further agrees and obligates himself/herself to select all allowance items, materials, and colors required in a timely manner. Owner also agrees and obligates himself/herself to obtain all necessary and/or required approvals and/or acknowledgements from any Architectural Board or Committee whose jurisdiction is relevant to the work. Owner further agrees to cooperate with and make every reasonable effort to refrain from hindering Contractor and/or the work. Owner shall allow Contractor and/or employees and/or subcontractors of Contractor to have continuous access to premises upon which the work is to be performed during the construction period from the hours of 8:00 a.m. to 6 p.m. However, in the event that Owner temporarily halts the work, Owner assumes any and all liability and responsibility for any and all costs associated with, related to, and/or arising from the work delay including, but not limited to, wages, loss of income, start-up costs, sub-contract charges, additional trip charges, delayed material delivery charges, and material loss charges. Owner further understands and agrees that these charges may, at Contractor's option, be deemed and considered to be extra work and be due and payable as extra work in accordance with the payment schedule below. The parties agree that Owners will only be allowed in the work area when accompanied by Contractor.

The total cost of the work to be performed, including all labor and materials, as agreed upon herein, is \$ 44,838.00. A deposit in the amount of \$ 14,940.00 shall be paid by Owner to Contractor to secure performance of the work performed on the property. Absent

default of Contractor, deposit shall be non-refundable and shall be paid upon execution of this Contract.

The Owner shall make the remaining payments upon request of the Contractor accordance with the following schedule:

1. \$ 14,940 due upon Commencement
2. \$ 14,948 due upon Completion

Except as otherwise provided by law or regulation, the Contractor agrees to maintain liability insurance covering Personal Injury in an amount no less than \$50,000.00 and insurance covering Property Damage caused by the work of a home improvement contractor in an amount no less than \$50,000.00. The current amount of insurance coverage maintained by the Contractor at the time of signing the contract is:

A) Personal Injury - \$ 1m; and B) Property Damage - \$ 1m.

The Pennsylvania Bureau of Consumer Protection may be contacted at (800) 441-2555 where a caller can obtain information as to whether a contractor is registered with the Bureau pursuant to the Pennsylvania Home Improvement Consumer Protection Act.

**RIGHT OF RESCISSION** - You, the Owner, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached Notice of Cancellation form for an explanation of this right.

SIGNATURE OF CONTRACTOR  
(or salesman or behalf of Contractor)

X [Signature]

Print Name Below:

Doug Martin

Contractor Information:

Martin Lawn Services, LLC  
2302 Hospital Drive  
Alliquippa, PA 15001  
(412) 849-5894

SIGNATURE OF OWNER  
(or his/her agent or other contracted party)

X [Signature]

Print Name Below:

Melissa Hutzel

Owner Information:

Name: Melissa Hutzel  
Address: [Redacted]  
Phone Number: [Redacted]

## NOTICE OF CANCELLATION

Today's Date: 4-13, 2022

You may cancel this transaction, without any penalty or obligation, within three (3) business days from the above-referenced date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within ten (10) business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

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

If you do make the goods available to the seller and the seller does not pick them up within twenty (20) days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice to Attn: Doug Martin, Martin Lawn Services, LLC, 2302 Hospital Drive, Aliquippa, PA 15001 no later than midnight of 4-16, 2022

I HEREBY CANCEL THIS TRANSACTION:

Date

Owner's Signature

Print Name Below:

# EXHIBIT G

## Martin Lawn Services

2302 Hospital Drive  
Allquippa, PA 15001  
724-788-1819  
martinlawnservices@comcast.net | www.martinlawnservices.com



RECIPIENT:

Jessica Grass

Quote #323

Sent on

03/20/2023

Total

\$0.00

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
Under Deck Roof	20' x 13' section Add under deck roof (off-white color) Add gutters and downspouts Total = \$6,302.15	1	\$0.00	\$0.00
Smaller section	8' x 10' section Same as above Total = \$2,306.20	1	\$0.00	\$0.00

Total

\$0.00

03/21/2023

*Jessica Grass*

Date

Client Signature

This quote is valid for the next 30 days, after which values may be subject to change.

## Martin Lawn Services

2302 Hospital Drive  
Aliquippa, PA 15001  
724-788-1819

[martinlawnservices@comcast.net](mailto:martinlawnservices@comcast.net) | [www.martinlawnservices.com](http://www.martinlawnservices.com)



### RECIPIENT:

Jessica Grass



### Quote #307

Sent on

03/02/2023

Total

\$11,880.00

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
Concrete Patio	Excavate and add new concrete pad Do entire area under deck and outside of post. 660 feet Edge patio and add 2 or 3 diamond cut outs in center/exposed aggregate Rest of patio stamped/dyed in light tan or similar color Seal entire patio	1	\$11,880.00	\$11,880.00

Total

\$11,880.00

03/02/2023

Date

Client Signature

This quote is valid for the next 30 days, after which values may be subject to change.

# EXHIBIT H

# MARTIN LAWN SERVICES, LLC

RESIDENTIAL - COMMERCIAL

2302 Hospital Drive

Aliquippa, PA 15001

(412) 849-5894

This Contract is made and entered into on this 26<sup>th</sup> day of September, 2022 by and between James Vincent, hereinafter designated as the Owner, and Martin Lawn Services, LLC, hereinafter designated as the Contractor with a Pennsylvania contractor registration number of PA115539.

The Contractor and the Owner agree, bind and obligate themselves as follows:

The Contractor is to provide the improvements/remodeling/reconstruction/rehabilitation (hereinafter "the work") in a workmanlike manner and in accordance with the plans and specifications provided or in accordance of this Contract to the property located at the municipal address of [REDACTED], Pennsylvania.

Construction will commence on or about 11/16/2022. Substantial completion of the work will be 71 working days after commencement of construction. However, this time period may, at Contractor's option, be extended one day for each day of delay, if construction is delayed due to weather, fire, strikes, materials shortages, or Acts of God, Owner delays, or other normal variations in the construction process including, but not limited to, the selection, ordering, manufacture, and/or installation of Owner selections. Failure of Contractor to timely complete shall not be considered default. The date of substantial completion shall be that date when the work is completed sufficiently enough to enable the Owner to occupy, or utilize the work in the manner in which it is intended to be utilized.

The following is a description of the work to be performed at the Owner's premises:

- Everything per Estimate
- Fence (Berco)
- Lawn
- Removal

The following is a list of the materials to be used during the work performed at the Owner's premises:

- ⊙ Versa Lock Block wall (Desert Blue)
- Limestone

The following is a list of the job specifications to be completed in detail:

Force  
Main  
Removal

PLEASE NOTE: Once this Contract is signed, the Specifications cannot be changed without a written change order signed by the Owner and the Contractor.

The following is a list of names, addresses and telephone numbers of all Subcontractors known at the date of the signing of this contract:

Mike Seger [REDACTED]

The Owner further agrees and obligates himself/herself to select all allowance items, materials, and colors required in a timely manner. Owner also agrees and obligates himself/herself to obtain all necessary and/or required approvals and/or acknowledgements from any Architectural Board or Committee whose jurisdiction is relevant to the work. Owner further agrees to cooperate with and make every reasonable effort to refrain from hindering Contractor and/or the work. Owner shall allow Contractor and/or employees and/or subcontractors of Contractor to have continuous access to premises upon which the work is to be performed during the construction period from the hours of 8 a.m. to 6 p.m. However in the event that Owner temporarily halts the work, Owner assumes any and all liability and responsibility for any and all costs associated with, related to, and/or arising from the work delay including, but not limited to, wages, loss of income, start-up costs, sub-contract charges, additional trip charges, delayed material delivery charges, and material loss charges. Owner further understands and agrees that these charges may, at Contractor's option, be deemed and considered to be extra work and be due and payable as extra work in accordance with the payment schedule below. The parties agree that Owners will only be allowed in the work area when accompanied by Contractor.

The total cost of the work to be performed, including all labor and materials, as agreed upon herein, is \$ 2782.00. A deposit in the amount of \$ 3200.00 shall be paid by Owner to Contractor to secure performance of the work performed on the property. Absent

default of Contractor, deposit shall be non-refundable and shall be paid upon execution of this Contract.

The Owner shall make the remaining payments upon request of the Contractor accordance with the following schedule:

1. \$ 3200 due upon Arrival
2. \$ 3382 due upon Completion

Except as otherwise provided by law or regulation, the Contractor agrees to maintain liability insurance covering Personal Injury in an amount no less than \$50,000.00 and insurance covering Property Damage caused by the work of a home improvement contractor in an amount no less than \$50,000.00. The current amount of insurance coverage maintained by the Contractor at the time of signing the contract is:

A) Personal Injury - \$ 1M and B) Property Damage - \$ 1M

The Pennsylvania Bureau of Consumer Protection may be contacted at (800) 441-2555 where a caller can obtain information as to whether a contractor is registered with the Bureau pursuant to the Pennsylvania Home Improvement Consumer Protection Act.

**RIGHT OF RESCISSION** - You, the Owner, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached Notice of Cancellation form for an explanation of this right.

SIGNATURE OF CONTRACTOR  
(or salesman on behalf of Contractor)

X 

Print Name Below:

Dmy M. M. M.

Contractor Information

Martin Lawn Services, LLC  
2302 Hospital Drive  
Alliquippa, PA 15001  
(412) 849-5894

SIGNATURE OF OWNER  
(or his/her agent or other contracted party)

X 

Print Name Below:

\_\_\_\_\_

Owner Information

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

### NOTICE OF CANCELLATION

Today's Date:

9-26, 2022

You may cancel this transaction, without any penalty or obligation, within three (3) business days from the above-referenced date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within ten (10) business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

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

If you do make the goods available to the seller and the seller does not pick them up within twenty (20) days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice to Attn: Doug Martin, Martin Lawn Services, LLC, 2302 Hospital Drive, Aliquippa, PA 15001 no later than midnight of 9-29, 2022.

I HEREBY CANCEL THIS TRANSACTION.

Date

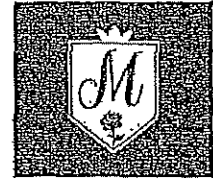
Owner's Signature

Print Name Below

# EXHIBIT I

## Martin Custom Patios & Decks

2302 Hospital Drive  
Alliquippa, PA 15001  
412-849-5894  
martinlawnservices@comcast.net



### RECIPIENT:

Stacy Displigno

### Quote #471

Sent on

06/07/2024

Total

\$0.00

Product/Service	Description	Qty	Unit Price	Total
Landscape Bid	Remove old landscaping on the side of house and back corner Remove weeds/kill and add cloth Add a combination of Gold Mop Cypress, Lirope, Black Eyes Susan and Coleus Add River Rock Total \$1200.00	1	\$0.00	\$0.00
Landscape Backyard Above Wall	Trim Juniper Remove Iris and Boxwood Add panels of privacy fence Add River Rock and cloth Total \$2350.00	1	\$0.00	\$0.00
Hardscape- Redo Patio	Remove and dispose of old pavers Add new pavers (Dimensions Galaxy color) Fix the base by removing sand adding chip stone Add polymeric sand Total \$8900.00	1	\$0.00	\$0.00
Add New Cap to Wall and Firepit	Remove old cap Add Esplade cap (limestone) Black or Gray Total \$1875.00	1	\$0.00	\$0.00
Walkway	Remove old pavers and add new pavers to match patio. Install the same as patio.  5600.00	1	\$0.00	\$0.00

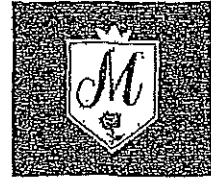
Total

\$0.00

This quote is valid for the next 30 days, after which values may be subject to change.

## Martin Custom Patios & Decks

2302 Hospital Drive  
Aliquippa, PA 15001  
412-849-5894  
martinlawnservices@comcast.net



RECIPIENT:

Stacy Dispigno



Transaction date 06/12/2024

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Receipt for Payment  
Amount: \$1,184.00

Transaction date: 06/12/2024  
Method of payment: Credit/debit card

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Payment applied to Invoice #11357

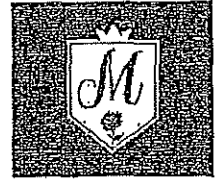
**Martin Custom Patios & Decks**

2302 Hospital Drive

Alliquippa, PA 15001

412-849-5894

*[martinlawnservices@comcast.net](mailto:martinlawnservices@comcast.net)*



RECIPIENT:

**Stacy Dispigno**



Transaction date 06/17/2024

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Receipt for Payment

Amount: \$5,125.00

Transaction date: 06/17/2024

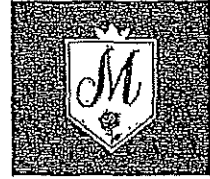
Method of payment: Bank Payment

---

Payment applied to Invoice #11362

## Martin Custom Patios & Decks

2302 Hospital Drive  
Alliquippa, PA 15001  
412-849-5894  
martinlawnservices@comcast.net



RECIPIENT:

Stacy Dispigno



Transaction date 07/03/2024

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### Receipt for Payment

Amount: \$2,366.00

Transaction date: 07/03/2024

Method of payment: Credit/debit card

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Payment applied to Invoice #11464

# **EXHIBIT J**

# MARTIN LAWN SERVICES, LLC

RESIDENTIAL - COMMERCIAL

2302 Hospital Drive

Aliquippa, PA 15001

(412) 849-5894

This Contract is made and entered into on this 29<sup>th</sup> day of November, 2021, by and between STILL CARNA, hereinafter designated as the Owner, and Martin Lawn Services, LLC, hereinafter designated as the Contractor with a Pennsylvania contractor registration number of PA 115 539.

The Contractor and the Owner agree, bind and obligate themselves as follows:

The Contractor is to provide the improvements/remodeling/reconstruction/rehabilitation (hereinafter "the work") in a workmanlike manner and in accordance with the plans and specifications provided or in accordance of this Contract to the property located at the municipal address of [REDACTED] Pennsylvania.

Construction will commence on or about 12-13-2021 Substantial completion of the work will be 6 months days after commencement of construction. However, this time period may, at Contractor's option, be extended one day for each day of delay, if construction is delayed due to weather, fire, strikes, materials shortages, or Acts of God, Owner delays, or other normal variations in the construction process including, but not limited to, the selection, ordering, manufacture, and/or installation of Owner selections. Failure of Contractor to timely complete shall not be considered default. The date of substantial completion shall be that date when the work is completed sufficiently enough to enable the Owner to occupy, or utilize the work in the manner in which it is intended to be utilized.

The following is a description of the work to be performed at the Owner's premises:

- 51' x 3' Retaining wall (Allegheny Blvd) (Charcoal CAP)
- Lights under CAP (10) STEP lights (9) (9) Aged wds
- Concrete Around Pool 9'-6"-6'-6'
- Charcoal Bullnose coping / Fence 51' x 30' x 51' x 30'

The following is a list of the materials to be used during the work performed at the Owner's premises:

2 gates  
Versa 10K Block / CAP / LED lights / GAS Line  
Electrical Line / CONDUIT / TRANSFORMER / Limestone  
Bullnose coping / Black aluminum fence / Concrete

The following is a list of the job specifications to be completed in detail:

ADD Electric and Plumbing / GAS / 3 outlets

8500 7000 1800 6500

11,900 2500 2000

PLEASE NOTE: Once this Contract is signed, the Specifications cannot be changed without a written change order signed by the Owner and the Contractor.

The following is a list of names, addresses and telephone numbers of all Subcontractors known at the date of the signing of this contract:

Mike Seger

The Owner further agrees and obligates himself/herself to select all allowance items, materials, and colors required in a timely manner. Owner also agrees and obligates himself/herself to obtain all necessary and/or required approvals and/or acknowledgements from any Architectural Board or Committee whose jurisdiction is relevant to the work. Owner further agrees to cooperate with and make every reasonable effort to refrain from hindering Contractor and/or the work. Owner shall allow Contractor and/or employees and/or subcontractors of Contractor to have continuous access to premises upon which the work is to be performed during the construction period from the hours of 8 a.m. to 5 p.m. However, in the event that Owner temporarily halts the work, Owner assumes any and all liability and responsibility for any and all costs associated with, related to, and/or arising from the work delay including, but not limited to, wages, loss of income, start-up costs, sub-contract charges, additional trip charges, delayed material delivery charges, and material loss charges. Owner further understands and agrees that these charges may, at Contractor's option, be deemed and considered to be extra work and be due and payable as extra work in accordance with the payment schedule below. The parties agree that Owner's will only be allowed in the work area when accompanied by Contractor.

The total cost of the work to be performed, including all labor and materials, as agreed upon herein, is \$ 40,200 .00 A deposit in the amount of \$ 13,400 .00 shall be paid by Owner to Contractor to secure performance of the work performed on the property. Absent

default of Contractor, deposit shall be non-refundable and shall be paid upon execution of this Contract.

The Owner shall make the remaining payments upon request of the Contractor accordance with the following schedule:

- pd 8/10  
15/8,400 1. ~~\$13,400~~ due upon Arrival  
15,400 2. ~~\$13,400~~ due upon Confirmed

+5,000  
+2,000  
EXTRA  
Materials  
DM  
LABOR  
DM

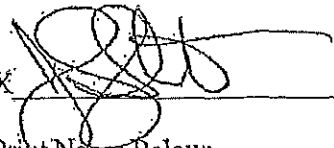
Except as otherwise provided by law or regulation, the Contractor agrees to maintain liability insurance covering Personal Injury in an amount no less than \$50,000.00 and insurance covering Property Damage caused by the work of a home improvement contractor in an amount no less than \$50,000.00. The current amount of insurance coverage maintained by the Contractor at the time of signing the contract is;

A) Personal Injury - \$ 1m; and B) Property Damage - \$ 1m.

The Pennsylvania Bureau of Consumer Protection may be contacted at (800) 441-2555 where a caller can obtain information as to whether a contractor is registered with the Bureau pursuant to the Pennsylvania Home Improvement Consumer Protection Act.

**RIGHT OF RESCISSION** - You, the Owner, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached Notice of Cancellation form for an explanation of this right.

SIGNATURE OF CONTRACTOR  
(or salesman on behalf of Contractor)

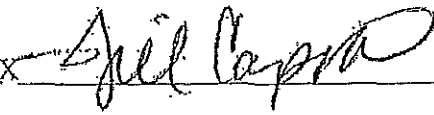
X   
Print Name Below:

Day/Martin

Contractor Information:

Martin Lawn Services, LLC  
2302 Hospital Drive  
Aliquippa, PA 15001  
(412) 849-5894


SIGNATURE OF OWNER  
(or his/her agent or other contracted party)

X   
Print Name Below:

Jill Capra

Owner Information:

Name: Jill Capra  
Address:

Phone Number: 

# NOTICE OF CANCELLATION

Today's Date: 11-29, 2021.

You may cancel this transaction, without any penalty or obligation, within three (3) business days from the above-referenced date.


If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within ten (10) business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

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

If you do make the goods available to the seller and the seller does not pick them up within twenty (20) days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice to Attn: Doug Martin, Martin Lawn Services, LLC, 2302 Hospital Drive, Aliquippa, PA 15001 no later than midnight of 12-2, 2021.

I HEREBY CANCEL THIS TRANSACTION:

  
Date

\_\_\_\_\_  
Owner's Signature

Print Name Below:  
\_\_\_\_\_

# EXHIBIT K

## MARTIN LAWN SERVICES, LLC

RESIDENTIAL - COMMERCIAL

2302 Hospital Drive

Aliquippa, PA 15001

(412) 849-5894

This Contract is made and entered into on this 24<sup>th</sup> day of February, 2023, by and between Dennis Barber, hereinafter designated as the Owner, and Martin Lawn Services, LLC, hereinafter designated as the Contractor with a Pennsylvania contractor registration number of PA 115 539.

The Contractor and the Owner agree, bind and obligate themselves as follows:

The Contractor is to provide the improvements/remodeling/reconstruction/rehabilitation (hereinafter "the work") in a workmanlike manner and in accordance with the plans and specifications provided or in accordance of this Contract to the property located at the municipal address of [REDACTED] Pennsylvania.

Construction will commence on or about 5/15/2023. Substantial completion of the work will be 7 working days after commencement of construction. However, this time period may, at Contractor's option, be extended one day for each day of delay, if construction is delayed due to weather, fire, strikes, materials shortages, or Acts of God, Owner delays, or other normal variations in the construction process including, but not limited to, the selection, ordering, manufacture, and/or installation of Owner selections. Failure of Contractor to timely complete shall not be considered default. The date of substantial completion shall be that date when the work is completed sufficiently enough to enable the Owner to occupy, or utilize the work in the manner in which it is intended to be utilized.

The following is a description of the work to be performed at the Owner's premises:

- ADD Versa lock Block TO EXISTING BLOCK WALL
- TO Achieve A level Yard
- ADD 2 New Sections on each END
- ADD Soil (Approximately 10 yards) ADD white Aluminum Face

The following is a list of the materials to be used during the work performed at the Owner's premises:

- Versa lock Block
- Limestone
- TOP Soil / seed

The following is a list of the job specifications to be completed in detail:

White Mountain Fence

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**PLEASE NOTE:** Once this Contract is signed, the Specifications cannot be changed without a written change order signed by the Owner and the Contractor.

The following is a list of names, addresses and telephone numbers of all Subcontractors known at the date of the signing of this contract:

Mike Seger

---

---

---

The Owner further agrees and obligates himself/herself to select all allowance items, materials, and colors required in a timely manner. Owner also agrees and obligates himself/herself to obtain all necessary and/or required approvals and/or acknowledgements from any Architectural Board or Committee whose jurisdiction is relevant to the work. Owner further agrees to cooperate with and make every reasonable effort to refrain from hindering Contractor and/or the work. Owner shall allow Contractor and/or employees and/or subcontractors of Contractor to have continuous access to premises upon which the work is to be performed during the construction period from the hours of \_\_\_\_\_ a.m. to \_\_\_\_\_ p.m. However, in the event that Owner temporarily halts the work, Owner assumes any and all liability and responsibility for any and all costs associated with, related to, and/or arising from the work delay including, but not limited to, wages, loss of income, start-up costs, sub-contract charges, additional trip charges, delayed material delivery charges, and material loss charges. Owner further understands and agrees that these charges may, at Contractor's option, be deemed and considered to be extra work and be due and payable as extra work in accordance with the payment schedule below. The parties agree that Owners will only be allowed in the work area when accompanied by Contractor.

The total cost of the work to be performed, including all labor and materials, as agreed upon herein, is \$ 13,000 .00 A deposit in the amount of \$ 4,300 .00 shall be paid by Owner to Contractor to secure performance of the work performed on the property. Absent

default of Contractor, deposit shall be non-refundable and shall be paid upon execution of this Contract.

The Owner shall make the remaining payments upon request of the Contractor accordance with the following schedule:

1. \$ 4350 due upon ARRIVAL.
2. \$ 4350 due upon Completion.

Except as otherwise provided by law or regulation, the Contractor agrees to maintain liability insurance covering Personal Injury in an amount no less than \$50,000.00 and insurance covering Property Damage caused by the work of a home improvement contractor in an amount no less than \$50,000.00. The current amount of insurance coverage maintained by the Contractor at the time of signing the contract is:

A) Personal Injury - \$ 1m; and B) Property Damage - \$ 1m.

The Pennsylvania Bureau of Consumer Protection may be contacted at (800) 441-2555 where a caller can obtain information as to whether a contractor is registered with the Bureau pursuant to the Pennsylvania Home Improvement Consumer Protection Act.

**RIGHT OF RESCISSION** – You, the Owner, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached Notice of Cancellation form for an explanation of this right.

SIGNATURE OF CONTRACTOR  
(or salesman on behalf of Contractor)

X [Signature]

Print Name Below:

Dary Martin

Contractor Information:

Martin Lawn Services, LLC  
2302 Hospital Drive  
Aliquippa, PA 15001  
(412) 849-5894

SIGNATURE OF OWNER  
(or his/her agent or other contracted party)

X [Signature]  
Dennis Barber

Print Name Below:

\_\_\_\_\_

Owner Information:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

# NOTICE OF CANCELLATION

Today's Date: 2-24, 2023

You may cancel this transaction, without any penalty or obligation, within three (3) business days from the above-referenced date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within ten (10) business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

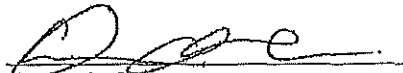
If you cancel, you must make available to the seller at your residence in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's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

If you do make the goods available to the seller and the seller does not pick them up within twenty (20) days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice to Attn: Doug Martin, Martin Lawn Services, LLC, 2302 Hospital Drive, Aliquippa, PA 15001 no later than midnight of 2-28, 2023

I HEREBY CANCEL THIS TRANSACTION:

2/24/2023  
Date

  
Owner's Signature

Print Name Below:

Dennis Barber

**CERTIFICATE OF COMPLIANCE**

I, Jesse F. Harvey, 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.

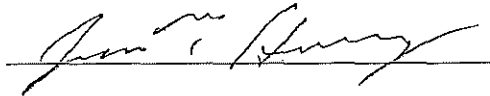
Respectfully submitted,

COMMONWEALTH OF PENNSYLVANIA  
OFFICE OF ATTORNEY GENERAL

DAVID W. SUNDAY, Jr.  
ATTORNEY GENERAL

Date: 4/11/25

By:



Jesse F. Harvey (PA ID No. 63435)  
Chief Deputy Attorney General  
Phone: 412-565-2883  
Email: [jharvey@attorneygeneral.gov](mailto:jharvey@attorneygeneral.gov)

Attorney for the Commonwealth  
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