

**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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**IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA**

COMMONWEALTH OF PENNSYLVANIA,  
OFFICE OF ATTORNEY GENERAL,  
By ATTORNEY GENERAL DAVID W.  
SUNDAY JR.,

*Plaintiff,*

v.

BRIAN MYERS,  
individually and as owner of Harpen  
Construction LLC,

and

HARPEN CONSTRUCTION LLC

*Defendants.*

CIVIL DIVISION

Code 020 – Equity

No: \_\_\_\_\_

**COMPLAINT**

**Filed on Behalf of Plaintiff:**

COMMONWEALTH OF  
PENNSYLVANIA BY ATTORNEY  
GENERAL DAVID W. SUNDAY, JR.

**Counsel for this Party:**

Francesca Miller-Surman (PA ID No.  
322588)  
Deputy Attorney General  
Phone: 412-526-6612  
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Office of Attorney General  
1251 Waterfront Place, Mezzanine Level  
Pittsburgh, PA 15222

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA,	:	CIVIL DIVISION
OFFICE OF ATTORNEY GENERAL,	:	
BY ATTORNEY GENERAL	:	
DAVID W. SUNDAY, JR.,	:	
	:	No.
Plaintiff,	:	
	:	
v.	:	
	:	
BRIAN MYERS,	:	
individually and as owner of	:	
Harpen Construction LLC,	:	
	:	
and	:	
	:	
HARPEN CONSTRUCTION LLC,	:	
	:	
Defendants.	:	

**CERTIFICATE OF COMPLIANCE**

I, Francesca Miller-Surman 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.

COMMONWEALTH OF PENNSYLVANIA  
OFFICE OF ATTORNEY GENERAL

DAVID W. SUNDAY, JR.  
ATTORNEY GENERAL

Date: 6/23/25

By Francesca Miller-Surman  
Francesca Miller-Surman (PA ID No. 322588)  
Deputy Attorney General  
Phone: 412-526-6612  
Email: fmillersurman@attorneygeneral.gov

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	:	No.
Plaintiff,	:	
v.	:	
	:	
BRIAN MYERS,	:	
individually and as owner of	:	
Harpen Construction LLC,	:	
	:	
and	:	
	:	
HARPEN CONSTRUCTION LLC,	:	
	:	
Defendants.	:	

**NOTICE TO DEFEND**

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within TWENTY (20) DAYS after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you 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 SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE. LAWYER REFERRAL SERVICE.

Allegheny County Bar Association  
400 Koppers Building  
436 Seventh Avenue  
Pittsburgh, Pennsylvania 15219  
Phone: (412) 261-5555  
[www.getapittsburghlawyer.com](http://www.getapittsburghlawyer.com)

**IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA**

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individually and as owner of	:	
Harpen Construction LLC,	:	
	:	
and	:	
	:	
HARPEN CONSTRUCTION LLC,	:	
	:	
Defendants.	:	

**COMPLAINT**

**AND NOW**, comes the Commonwealth of Pennsylvania, 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 Brian Myers and Harpen Construction, LLC (collectively “Defendants”) 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 as set forth herein. The Commonwealth further requests restitution, civil penalties, costs and other appropriate equitable relief to redress the harm inflicted upon the 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 93 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)(2)(3).

#### **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 15<sup>th</sup> Floor, Strawberry Square, Harrisburg, Pennsylvania 17120.

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

Organizations: Corporations Section (“Corporations Bureau”), with a registered business address 180 Bilmar Drive, Suite 5, Pittsburgh, Pennsylvania 15205.

5. Individual Defendant, Brian Myers, is the owner of Corporate Defendant with the last known residential address of 154 Old Village Lane, Bethel Park, Pennsylvania 15102.

### **FACTS**

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

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

8. Additionally, at all times relevant and material hereto, Individual Defendant collected, controlled, and exercised control over payments made to Corporate Defendant; communicated with consumers regarding the details of the contracted-for projects; communicated with sub-contractors for the completion for certain aspects of consumers’ contracted-for projects; and entered into contracts on behalf of Corporate Defendant.

9. The Pennsylvania Office of Attorney General’s Bureau of Consumer Protection (“Bureau”) has received multiple consumer complaints against Defendants, indicating that

Defendants have engaged in unfair and deceptive acts and practices in violation of the *HICPA* and *the Consumer Protection Law*, as described more fully herein.

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

11. Individual Defendant has criminal charges pending in Allegheny County filed at dockets CP-02-CR-0001559-2024; CP-02-CR-0001419-2024; CP-02-CR-0001418-2024; CP-02-CR-0001114-2024; and CP-02-CR-0001113-2024 for home improvement fraud charges of Receives Advance Payment for Services and Fails to Perform, Theft by Unlawful Taking, Theft by Deception, Receiving Stolen Property, Theft of Services, Deceptive or Fraudulent Business Practices, and Forgery.

12. Corporate Defendant was registered as a home improvement contractor under *HICPA* from July 29, 2016 to September 29, 2023 under registration number PA126156.

13. Individual Defendant was registered as a home improvement contractor under *HICPA* from October 5, 2023 to February 9, 2024, under registration number PA186596.

14. Defendants are no longer registered as home improvement contractors under *HICPA*.

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



**Abandonment of Contracts, Failure to Perform and Deviation from Specifications**

16. On multiple occasions, Defendants entered into contracts with consumers for home improvement services, accepted payment from those consumers, and either failed to complete the services in accordance with the terms of the contract or abandoned the project prior to completion.

17. To date, the Bureau has received ten (10) consumer complaints alleging that Defendants entered into contracts and accepted deposits for home improvement projects and failed to complete the work pursuant to the terms of the contract.

18. Below are representative examples of Defendants' failures to complete home improvement projects after entering into contracts with consumers and accepting payment from the consumers:

a. On May 4, 2022, Consumer A entered into a contract with Defendants for a bathroom remodel including a tear out of the entire room down to the studs and installing custom fixtures for a total contract price \$34,820.00. Pursuant to the terms of the contract, Consumer A was to pay Defendants 30% of the total contract price at the time the contract was executed, 20% at the time custom materials were ordered, 40% upon the commencement of work, and 10% at the completion of the project. Consumer A paid \$10,466.00 when the contract was signed and \$6,964.00 at the time that custom materials were ordered. After significant delay, Defendants eventually began work on April 11, 2023, and at that time, Consumer A paid another \$13,928.00. Defendants completed two to three weeks of work, but left the job site without completing the contracted for work. Consumer A attempted to contact Defendants to request that they finish the job. Defendants gave dates upon which they would return to the job site, but Defendants did not return on the dates provided. A true and correct copy of Consumer A's contract, with personal identification information redacted, is attached hereto as Exhibit A.

b. On January 25, 2022, Consumer B contracted with Defendants for a total remodel of the consumer's master bathroom that included the installation of custom fixtures for a total contract price of \$29,230.00. Pursuant to the terms of the contract, Consumer B was to pay Defendants 30% of the total contract price at the time the contract was executed, 20% at the time custom



materials were ordered, 40% upon the commencement of installation, and 10% at the completion of the project. Consumer B paid \$8,769.00 at the time the contract was executed. In March of 2022, Consumer B paid another \$5,846.00 because Individual Defendant stated to Consumer B that he had ordered custom materials. Defendants began work on the project in March of 2023, and at that time, Consumer B paid Defendants another \$11,692.00. Defendants did complete some work, but then told Consumer B that work was delayed indefinitely due to lack of materials. Additionally, Consumer B learned that Defendants did not order the custom materials at the time that Defendants collected the \$5,846.00 for their purchase. In fact, Defendants did not order the custom materials until November 10, 2023, a year and a half after Consumer B paid Defendants for their purchase, and after Consumer B had complained to the police about Defendants' abandonment of the project. Defendants did not complete any additional work pursuant to the contract. A true and correct copy of Consumer B's contract, with personal identification information redacted, is attached hereto as Exhibit B.

c. On August 12, 2021, Consumer C entered into a contract with Defendants for a remodel of a kitchen, hallway and powder room for a total contract price of \$58,830.00. Pursuant to the terms of the contract, Consumer C was to pay Defendants 30% of the total contract price at the time the contract was executed, 20% at the time custom materials were ordered, 40% upon the commencement of installation, and 10% at the completion of the project. Consumer C paid \$29,415.00 at the time the contract was executed. Defendant did not begin work pursuant to Consumer C's contract until March 6, 2023, eighteen months after the contract was signed. At that time, Consumer C paid Defendants \$23,532.00. On April 7, 2023, Defendants abandoned the job site without installing custom cabinets and completing electrical work, amongst other unfinished items. Following that time, Individual Defendant failed to communicate with Consumer C about the completion of the project. A true and correct copy of Consumer C's contract, with personal identification information redacted, is attached hereto as Exhibit C.

d. On June 9, 2022, Consumer D entered into two contracts with the Defendants for a kitchen remodel and a bathroom remodel for a total contract price of \$122,082.00. Pursuant to the terms of the contract, Consumer D was to pay Defendants 50% of the total contract price at the time the contract was executed, 40% upon the commencement of installation, and 10% at the completion of the project. Defendants did not begin work on Consumer D's project until April 24, 2023. At the time the work began, Consumer D had paid Defendants 90% of the total price, pursuant to the terms of the contract. Defendants abandoned Consumer D's project prior to completion of the work and did not return to the job site. Additionally, Defendants failed to purchase custom materials necessary to complete Consumer D's project. A true and correct copy of Consumer D's

contract, with personal identification information redacted, is attached hereto as Exhibit D.

e. On February 18, 2022, Consumer E entered into a contract with Defendants for a bathroom remodel for a total contract price of \$47,220.00. Pursuant to the terms of the contract, Consumer E was to pay Defendants 30% of the total contract price at the time the contract was executed, 20% at the time custom materials were ordered, 40% upon the commencement of installation, and 10% at the completion of the project. Defendants did not begin work on the project for approximately one year after entering into the contract with Consumer E. At the time work finally began, Consumer E had paid 90% of the total contract price, \$42,970.00. After approximately six weeks of work, Consumer E's contact with Defendants became irregular, and then Defendants eventually abandoned the job site before the project was completed. A true and correct copy of Consumer E's contract, with personal identification information redacted, is attached hereto as Exhibit E.

f. On July 10, 2022, Consumer F entered into a contract with Defendants for a remodel of Consumer F's basement including the construction of a full bath and a kitchenette for a total contract price of \$87,470.00. Consumer E was to pay Defendants 30% of the total contract price at the time the contract was executed, 20% at the time custom materials were ordered, 40% upon the commencement of installation, and 10% at the completion of the project. Defendants did not begin work on the project until late June of 2023. At the time that work began, Consumer F had paid Defendants a total of 90% of the total contract price, \$78,723.00, which included the 20% payment which was meant to cover the cost of custom materials. Defendants worked for approximately four weeks, but then abandoned Consumer F's project prior to completing the project. Following Defendants' abandonment of the project, Consumer F learned that Defendants had not ordered the custom materials necessary to complete Consumer F's project. A true and correct copy of Consumer F's contract, with personal identification information redacted, is attached hereto as Exhibit F.

g. On January 27, 2023, Consumer G entered into a contract with Defendants for a bathroom remodel for a total contract price of \$32,193.00. Pursuant to the terms of the contract, Consumer G was to pay Defendants 50% of the total contract price at the time the contract was executed, 40% upon the commencement of work, and 10% at the completion of the project. Defendants began work on the project on August 8, 2023. At the time work began, Consumer G had paid Defendants 90% of the total contract price, \$28,973.70. Defendants performed some demolition work, but then abandoned the job site without completing any additional work pursuant to the contract. Defendants have not returned to perform any additional work.



Defendants, additionally, did not deliver any of the fixtures needed to complete the project. A true and correct copy of Consumer G's contract, with personal identification information redacted, is attached hereto as Exhibit G.

h. On July 11, 2022, Consumer H contracted with Defendants for a kitchen remodel including a complete tear-out of the existing flooring and fixtures for a total contract price of \$58,640.00. Consumer H was to pay Defendants 30% of the total contract price at the time the contract was executed, 20% at the time custom materials were ordered, 40% upon the commencement of installation, and 10% at the completion of the project. Consumer H paid Defendants \$17,592.00 at the time the contract was executed. In August of 2022, Consumer H paid Defendants another 20% of the total contract price, \$11,728.00, because Defendants represented that they had ordered custom materials pursuant to the project. Defendants did not perform any work on Consumer H's kitchen remodel pursuant to the contract. A true and correct copy of Consumer H's contract, with personal identification information redacted, is attached hereto as Exhibit H.

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.

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

21. Additionally, as a result of the aforementioned conduct, multiple consumers made significant payments to the Defendants, and Defendants failed to complete any work pursuant to the contracts entered between the consumers and Defendants.

### **Non-Conforming Contracts**

22. In furtherance of their home improvement services, Defendants entered into contracts with Pennsylvania consumers that outlined the scope of the work to be performed by Defendants and payment obligations of consumers.

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

- a. Defendants' HICPA registration numbers;
- b. The signature of Individual Defendant's or Corporate Defendant's agent;
- c. Start and stop dates for the contracted for work;
- d. The name, address and telephone number of all subcontractors known at the time of signing the contract;
- e. An agreement to maintain insurance, and the current amount of insurance coverage Defendants maintained at the time of the signing of the contract;
- f. The Bureau's toll-free telephone number;
- g. Written notification of the consumer's three-day right of rescission in immediate proximity to the space reserved in the contract for the consumer's signature, and
- h. A separate Notice of Cancellation form.

*See Exhibits A-H.*

### **Excessive Deposits**

24. In contracting with at least one consumer, Defendants charged the consumer a deposit in excess of one-third of the home improvement contract price where the total price exceeded \$5,000.00.

25. For example, for a total contract price of \$59,470.00, Defendants charged the contracting consumer a down payment of 50% of the total contract price, requiring the consumer to pay \$29,735.00 at the time of signing. *See Exhibit D.*



26. Additionally, for a total contract price of \$32,193.00, Defendants charged the contracting consumer a down payment of 50% of the total contract price, requiring the consumer to pay \$16,096.50 at the time of signing. *See* Exhibit G.

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

***(Failure to Perform, Abandonment and Deviation from Specifications)***

27. The proceeding paragraphs are incorporated herein as though fully set forth below.

28. Section 517.9(5) of *HICPA* prohibits a contractor from abandoning or failing to perform without justification any home improvement contract or project undertaken by a contractor. 73 P.S. § 517.9(5).

29. Section 519.9(6) of *HICPA* prohibits a contractor from deviating from or disregarding plans or specifications, in any material respect without a written change order dated and signed by both the contractor and owner, which contains the accompanying price changes for each deviation. 73 P.S. § 517.9(6).

30. As detailed above in paragraph 18 and its 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.

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

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

33. In connection with multiple consumers, including those identified above at paragraph 18, Defendants made actual and implied statements to consumers that the work would be performed in a workmanlike manner.

34. 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.

35. Defendants violated Section 517.9(6) of *HICPA* by deviating from and disregarding the specifications set forth in the consumer contracts such as the guarantee that the work would be completed in a timely and workmanlike manner.

36. Defendants' deviations from the original contract specifications and their failure to perform resulted in inferior and unworkmanlike performance as well as damage to consumers' properties.

37. Section 517.10 of *HICPA* states that a violation of *HICPA* is deemed to be a violation of the *Consumer Protection Law*, 73 P.S. § 517.10.

38. The aforementioned acts and practices constitute unfair methods of competition and/or unfair or deceptive acts or practices in the conduct of trade or commerce 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 § 201-4(ii), (iii), (v) and (xxi).

39. The above-described conduct has been willful.

40. The Commonwealth believes that its citizens 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 future violations of the *Consumer Protection Law* and *HICPA* which may include the following actions: permanently enjoining Defendants from engaging in the home improvement business, including owning or operating a home improvement business, and advertising or offering for sale or selling home improvement services; permanently enjoining Defendants from registering as a home improvement contractor under *HICPA*; and permanently enjoining Defendants from directing another to register on their 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 Include All Required Terms and Disclosures in Contracts with Consumers)*

41. The proceeding paragraphs are incorporated herein as though fully set forth below.

42. Section 517.7 (a) and (b) of *HICPA* requires contractors to include specific information in home improvement contracts in order for the contract to be enforceable.

Specifically, the contract must contain:

- a. Defendants' *HICPA* registration numbers;
- b. The signature of Individual Defendant or Corporate Defendant's agent;
- c. Start and stop dates for the contracted for work;
- d. The name, address and telephone number of all subcontractors known at the time of signing the contract;
- e. An agreement to maintain insurance, and the current amount of insurance coverage Defendants maintained at the time of the signing of the contract;

- f. The Bureau's toll-free telephone number;
- g. Written notification of the consumer's three-day right of rescission in immediate proximity to the space reserved in the contract for the consumer's signature, and
- h. A separate Notice of Cancellation form.

73 P.S. §§ 517.7 (a) (1), (2), (6), (10), (11), (12), and (13); 73 P.S. 517.7(b); and 73 P.S. § 201-7(b)(1).

43. Defendants violated Section 517.7 of *HICPA* by utilizing contracts for home improvement projects with consumers that failed to include all of the above noted requirements. *See Exhibits A-H.*

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

- a. A fully completed copy of a contract which shows the date of the transaction and in immediate proximity to the space reserved . . . for the signature of the buyer, a statement informing the buyer that they may cancel the transaction at any time prior to midnight of the third business day after the date of the transaction and which refers them to an attached "Notice of Cancellation;" and
- b. A completed form in duplicate, captioned "Notice of Cancellation," which shall be attached to the contract . . . and easily detachable.

73 P.S. §§ 201-7(b)(1) and (2).

45. Defendants violated Sections 201-7(b)(1) and (2) by entering into contracts with consumers for the provision of services with a sale price of Twenty-Five and 00/100 Dollars (\$25.00) or more and failing to include the required statement informing them of their right to cancel or attach the Notice of Cancellation form to such contracts.

46. The aforesaid acts or practices constitute unfair methods of competition and/or unfair or deceptive acts or practices as prohibited by Section 201-3 of the *Consumer Protection Law* as defined by Section 201-2 of said Law including without limitation, “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 § 201-4 (xxi).

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

48. The above-described conduct has been willful.

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

#### **PRAYER FOR RELIEF**

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

- A. Declaring Defendants' conduct, as set forth in this Complaint, to be in violation of the *Consumer Protection Law* and *HICPA*;
- B. Directing Defendants to comply with the *Consumer Protection Law* and *HICPA* and any amendments thereto;
- C. Directing Defendants, pursuant to Section 201-4.1 of the *Consumer Protection Law*, to make full restitution to all consumers who have suffered losses as a result of the acts and practices alleged in this Complaint and any other acts or practices which violate the *Consumer Protection Law* and *HICPA*;
- D. Directing Defendants, pursuant to Section 201-8(b) of the *Consumer Protection Law*, to pay civil penalties in the amount of one thousand dollars (\$1,000.00) for each and every violation of the *Consumer Protection Law*, and three thousand dollars (\$3,000.00) for each such violation involving a victim age sixty (60) or older;
- E. Permanently enjoining Defendants from engaging in future violations of the *Consumer Protection Law* and *HICPA* which may include the following actions: permanently enjoining Defendants from engaging in the home improvement business, including owning or operating a home improvement business, and advertising or offering for sale or selling home improvement services; permanently enjoining Defendants from registering as a home improvement contractor under *HICPA*; and permanently enjoining Defendants from directing another to register on their 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 III VIOLATIONS OF *HICPA* AND THE CONSUMER PROTECTION LAW**

*(Charging Deposits in Excess of One-Third the Total Price of the Contract)*

50. The proceeding paragraphs are incorporated herein as though fully set forth below.

51. Section 517.9(10) of *HICPA* prohibits a home improvement contractor from receiving a deposit in excess of one-third of the home improvement contract price if the total home improvement contract price is \$5,000.00 or more. 73. P.S. § 517.9(10).

52. In contracting with at least one consumer, Defendants charged the consumer a deposit in excess of one-third of the home improvement contract price. *See* Exhibits D, G.

53. For example, for a total contract price of \$59,470.00, Defendants charged the contracting consumer a down payment of 50% of the total contract price, requiring the consumer to pay \$29,735.00 at the time of signing. *See* Exhibit D.

54. Additionally, for a total contract price of \$32,193.00, Defendants charged the contracting consumer a down payment of 50% of the total contract price, requiring the consumer to pay \$16,096.50 at the time of signing. *See* Exhibit G.

55. Defendants engaged in home improvement work, entered into home improvement contracts totaling more than \$5,000.00, and received deposits under those home improvement contracts in excess of one-third the total contract price in violation of Section 517.9(10) of *HICPA*. 73 P.S. §§ 517.9(10).

56. Section 517.10 of *HICPA* states that a violation of *HICPA* is deemed to be a violation of the *Consumer Protection Law*. 73 P.S. § 517.10.

57. The aforementioned acts and practices constitute unfair methods of competition and/or unfair or deceptive acts or practices in the conduct of trade or commerce prohibited by Section 201-3 of the *Consumer Protection Law*, as defined by Section 201-2 of said Law, including without limitation, “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 § 201-4 (xxi).

58. The above-described conduct has been willful.

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

#### **PRAYER FOR RELIEF**

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

- A. Declaring Defendants’ conduct, as set forth in this Complaint, to be in violation of the *Consumer Protection Law* and *HICPA*;
- B. Directing Defendants to comply with the *Consumer Protection Law* and *HICPA* and any amendments thereto;

- C. Directing Defendants, pursuant to Section 201-4.1 of the *Consumer Protection Law*, to make full restitution to all consumers who have suffered losses as a result of the acts and practices alleged in this Complaint and any other acts or practices which violate the *Consumer Protection Law* and *HICPA*;
- D. Directing Defendants, pursuant to Section 201-8(b) of the *Consumer Protection Law*, to pay civil penalties in the amount of one thousand dollars (\$1,000.00) for each and every violation of the *Consumer Protection Law*, and three thousand dollars (\$3,000.00) for each such violation involving a victim age sixty (60) or older;
- E. Permanently enjoining Defendants from engaging in future violations of the *Consumer Protection Law* and *HICPA* which may include the following actions: permanently enjoining Defendants from engaging in the home improvement business, including owning or operating a home improvement business, and advertising or offering for sale or selling home improvement services; permanently enjoining Defendants from registering as a home improvement contractor under *HICPA*; and permanently enjoining Defendants from directing another to register on their 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.

Respectfully submitted,

COMMONWEALTH OF PENNSYLVANIA  
OFFICE OF ATTORNEY GENERAL

DAVID W. SUNDAY, JR.  
ATTORNEY GENERAL

Date: 6/23/25

By Francesca Miller-Surman  
Francesca Miller-Surman (PA ID No. 322588)  
Deputy Attorney General  
Phone: 412-526-6612  
Email: fmillersurman@attorneygeneral.gov

Attorney for the Commonwealth  
Office of Attorney General  
1251 Waterfront Place  
Mezzanine Level  
Pittsburgh, PA 15222

# Exhibit A

Harpen Construction, LLC  
2834 South Park Rd Ste 3  
Bethel Park, PA 15102  
412.498.9950  
info@harpenconstruction.com  
www.harpenconstruction.com

# HARPEN

CONSTRUCTION, LLC

ADDRESS

Proposal 296

DATE 05/04/2022

EXPIRATION DATE 05/16/2022

DESCRIPTION OF LABOR AND MATERIALS

BATHROOM REMODEL AS PER APPROVED FLOOR PLAN AND SELECTION SHEETS.

TEAR OUT EXISTING CABINETRY, FIXTURES, FITTINGS, AND FLOORING. TEAR OUT ENTIRE ROOM TO STUD. EXISTING ENTRY DOOR AND WINDOW REMAIN. BUILD OUT TUB SOAP DISH WALL FOR NICHE AND EXTEND FAUCET WALL. INSULATE EXTERIOR WALLS, INSTALL MOISTURE RESISTANT WALL BOARD TO ROOM AND FINISH SMOOTH.

HARPEN TO FURNISH AND INSTALL VANITY CABINET, QUARTZ COUNTERTOP W/ UNDERMOUNT SINK BOWL, LAVATORY FAUCET, TOILET, ACRYLIC SOAKING TUB, TUB/SHOWER DIVERTER VALVE, SHOWER COLUMN W/ SHOWERHEAD AND HAND HELD, RECESSED MEDICINE CABINET W/ OUTLET, ROUND WALL MIRROR, VANITY LIGHT FIXTURE, FAN/LIGHT COMBO, FLOOR UNDERLAY, DITRA DECOUPLING MEMBRANE, CERAMIC TILE FLOORING, KERDI WATER PROOFING TO TUB WET WALLS, CERAMIC TILE TO TUB WALLS TO CEILING HEIGHT AND TO PERIMETER OF ENTIRE ROOM TO APPROX. 48"H. INSTALL NICHE AND 1 CORNER SHELF, BARN DOOR STYLE BYPASS SHOWER DOOR, BATH ACCESSORIES, AND PAINT.

RECONNECT PLUMBING AND ELECTRICAL TO EXISTING SERVICES. DISPOSE OF ALL JOB RELATED DEBRIS.

Payment to be made as follows:

- 30% Upon execution of the contract;
- 20% Upon order of custom materials;
- 40% Upon commencement of installation;
- 10% Upon completion.

\$ 34,820.

Accepted By

Accepted Date

5/4/22

The prices, specifications, and conditions herein including, but not limited to, those appearing on attached floor plans and selections sheets, are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined.



# Exhibit B

Harpen Construction, LLC  
2834 South Park Rd Ste 3  
Bethel Park, PA 15102  
412.498.9950  
info@harpenconstruction.com  
www.harpenconstruction.com

# HARPEN

CONSTRUCTION, LLC

ADDRESS

Proposal 292

DATE 01/25/2022

EXPIRATION DATE 02/01/2022

## DESCRIPTION OF LABOR AND MATERIALS:

MASTER BATHROOM REMODEL AS PER APPROVED FLOOR PLAN AND SELECTION SHEETS.

TEAR OUT EXISTING CABINETS, FIXTURES, FITTINGS, FLOORING, WALL SEPARATING EXISTING BATHROOM AND CLOSET.

TEAR OUT EXISTING WALLS TO STUD, CONSTRUCT NEW SHOWER WALL, BENCH SEAT AND NEW ENTRANCE INTO ROOM W/ POCKET DOOR. INSULATE EXTERIOR FACING WALLS AS NEEDED.

INSTALL MOISTURE RESISTANT WALL BOARD AND FINISH SMOOTH.

INSTALL CUSTOM CABINETS, QUARTZ COUNTERTOP, LAVATORY FAUCET, C/H TOILET, SHOWER TRIM W/ HAND HELD, MIRROR, LIGHTS, FAN/LIGHT COMBO, PLYWOOD SUBFLOOR AS NEEDED, DITRA FLOOR UNDER LAY, PORCELAIN TILE FLOORING, SCHLUTER SHOWER WATERPROOFING SYSTEM, CEILING HEIGHT CERAMIC TILE SHOWER WALLS, PIVOT SHOWER DOOR, ACCESSORIES, AND PAINT INCLUDING BEDROOM WALL WITH NEW OPENING TO BATH.

CUSTOMER TO PAY QUARTZ FABRICATOR DIRECT FOR QUARTZ COUNTERTOP/SILL PIECES AND INSTALLATION OF SAME AS PER SEPARATE QUOTE NOT INCLUDED IN THIS PROPOSAL.

RELOCATE AND RECONNECT PLUMBING AND ELECTRICAL TO EXISTING SERVICES.

CLEAN UP AND HAUL AWAY ALL JOB RELATED DEBRIS.

Payment to be made as follows:

- 30% Upon execution of the contract;
- 20% Upon order of custom materials;
- 40% Upon commencement of installation;
- 10% Upon completion.

TOTAL

\$29,230.00

Accepted By

Accepted Date 02-09-22

The prices, specifications, and conditions herein including, but not limited to, those appearing on attached floor plans and selections sheets, are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined.

# Exhibit C



**Harpen Construction, LLC**  
2834 South Park Rd Ste 3  
Bethel Park, PA 15102  
412.498.9950  
info@harpenconstruction.com  
www.harpenconstruction.com



**ADDRESS**



**Proposal 277**

**DATE 08/12/2021**

**EXPIRATION DATE 08/19/2021**

**DESCRIPTION OF LABOR AND MATERIALS:**

KITCHEN REMODELING AS PER APPROVED FLOOR PLAN AND SELECTION SHEETS.

TEAR OUT EXISTING CABINETRY, COUNTER, FLOORING, APPLIANCES, FIXTURES, FITTINGS, ETC.  
TEAR OUT WING WALLS AT ENTRY, POWDER ROOM PARTITION WALL, AND INCREASE ENTRY FROM  
HALLWAY. RE-LOCATE DINING ENTRY.

HANG AND FINISH DRYWALL AS NEEDED. DRYWALL JAMBS AT ENTRY WAYS. HANG CUSTOMER  
PROVIDED PRE-HUNG DOORS FOR BASEMENT, CLOSET, AND BATHROOM. RE-ROUGH KITCHEN AND  
POWDER ROOM PLUMBING. PARTITION ELECTRICAL AND RUN NEW HOME-RUNS AS NEEDED. INSTALL  
RECESSED LIGHTING IN KITCHEN. CUSTOM LED LOW VOLTAGE STRIP LIGHTING. REPLACE POWDER  
ROOM FAN WITH FAN/LIGHT COMBINATION.

PROVIDE AND INSTALL THE FOLLOWING:

CUSTOM CABINETRY - INCLUDING CUSTOM 1X SUB-RAIL, CROWN TO CEILING, FURNITURE ENDS,  
FINISHED END PANELS FOR ISLAND. INSTALL PLYWOOD SUB-FLOOR AS NEEDED. SCHLUTER DITRA  
FLOOR UNDERLAY. CUSTOMER PROVIDED PORCELAIN TILE FLOORING. SAND STAIR ENDS.  
FABRICATE CUSTOM EXPOSED STAIR HANDRAIL WITH METAL BALUSTERS.

CUSTOMER TO PROVIDE:

TILE FOR FLOORING AND BACK-SPLASH. POWDER ROOM FIXTURES AND CABINETRY. KITCHEN SINK  
FAUCET. COUNTER TOPS FOR VANITY AND KITCHEN. STAIN GRADE MILLWORK. PRE-HUNG ENTRY  
DOORS. CUSTOMER TO HANDLE ALL STAINING OF MILLWORK.

RELOCATE AND RECONNECT ALL PLUMBING AND ELECTRICAL TO PRESENT SERVICE. CLEAN UP AND  
REMOVE ALL JOB RELATED DEBRIS.

Payment to be made as follows:

- 30% Upon execution of the contract;
- 20% Upon order of custom materials;
- 40% Upon commencement of installation;
- 10% Upon completion.



**TOTAL**

**\$58,830.00**

The prices, specifications, and conditions herein including, but not limited to, those appearing on  
attached floor plans and selections sheets, are satisfactory and are hereby accepted. You are authorized  
to do the work as specified. Payment will be made as outlined.

# Exhibit D



Harpen Construction, LLC  
2834 South Park Rd Ste 3  
Bethel Park, PA 15102  
412.498.9950  
info@harpenconstruction.com  
www.harpenconstruction.com

# HARPEN

CONSTRUCTION, LLC

ADDRESS

Proposal 299

DATE 06/09/2022

EXPIRATION DATE 06/23/2022

DESCRIPTION OF LABOR AND MATERIALS:

KITCHEN REMODELING AS PER APPROVED FLOOR PLAN AND SELECTION SHEETS.

KITCHEN - TEAR OUT ALL CABINETS, COUNTER, WALL TILE, FLOORING, FIXTURES, FITTINGS, ETC. ELIMINATE BULKHEADS AND DINING ROOM POCKET DOOR. BUILD HALF HEIGHT WALL FOR PENINSULA. HANG AND FINISH DRYWALL SMOOTH.  
INSTALL CUSTOM CABINETS WITH LIGHT RAIL AND SCRIBE TO CEILING. PORCELAIN FARM SINK AND FAUCET.  
ELECTRICAL - RECESSED WAFER LED LIGHTING ON 4-WAY LIGHT SWITCH CIRCUIT. UNDER-CABINET LED LIGHTING WITH REMOTE CONTROL SWITCH (LOW VOLTAGE). GFCI'S AS REQUIRED.  
FLOORING - INSTALL UNDER LAY, SCHLUTER DITRA UNCOUPLING MEMBRANE, AND PORCELAIN TILE.  
MILLWORK - NEW BASEBOARD AND CASING.  
PAINT - PAINT WALLS, CEILING, AND TRIM IN AFFECTED WORK AREAS.  
CUSTOMER TO ACQUIRE APPLIANCES AND RESPONSIBLE FOR INSTALLATION. CUSTOMER TO PAY QUARTZ FABRICATOR DIRECT FOR QUARTZ COUNTERTOPS AND INSTALLATION OF SAME AS PER SEPARATE QUOTE NOT INCLUDED IN THIS PROPOSAL.

RECONNECT ALL PLUMBING AND ELECTRICAL TO PRESENT SERVICE. CLEAN UP AND REMOVE ALL JOB RELATED DEBRIS.

Payment to be made as follows:

50% Upon execution of the contract;  
40% Upon commencement of installation;  
10% Upon completion.

TOTAL

\$62,612.00

Accepted Date

6/9/2022

The prices, specifications, and conditions herein including, but not limited to, those appearing on attached floor plans and selections sheets, are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined.



Harpen Construction, LLC  
2834 South Park Rd Ste 3  
Bethel Park, PA 15102  
412.498.9950  
info@harpenconstruction.com  
www.harpenconstruction.com

# HARPEN

CONSTRUCTION, LLC

Proposal 300

DATE 06/09/2022

EXPIRATION DATE 06/23/2022

## DESCRIPTION OF LABOR AND MATERIALS:

PRIMARY BATH REMODELING AS PER APPROVED FLOOR PLAN AND SELECTION SHEETS.

TEAR OUT EXISTING OFFICE TO STUD - ELIMINATE CLOSET DOOR AND HALL ENTRANCE. FRAME WATER CLOSET. DIVIDE EXISTING CLOSET FOR PRIMARY BATH LINEN AND HALL LINEN. POCKET DOOR ENTRY TO PRIMARY BEDROOM. HANG AND FINISH MOISTURE RESISTANT DRYWALL SMOOTH. INSTALL (4) PRE-HUNG DOORS. PATCH HARDWOOD AT DOORS AS NEEDED. INSTALL CUSTOM WALL HUNG VANITY CABINETS.

PLUMBING - INSTALL TOILET, FREE STANDING TUB, TUB FILLER, (2) LAVATORY FAUCETS, SHOWER VALVE WITH INTEGRAL 6-SETTING DIVERTER, WALL MOUNTED HEAD, CEILING RAIN HEAD, WALL MOUNT HANDHELD.

ELECTRICAL - (2) LED MIRRORS, (2) VANITY LIGHTS, (2) FAN/LIGHT COMBOS AND GFCI'S.

FLOORING - INSTALL UNDER LAY, SCHLUTER DITRA UNCOUPLING MEMBRANE, AND PORCELAIN TILE.

SHOWER - SCHLUTER KERDI WATERPROOFING MEMBRANE, BENCH SEAT, CEILING HEIGHT PORCELAIN TILE SHOWER WALLS, RECESSED NICHE, AND SHOWER WALL TILE ABOVE VANITY.

MILLWORK - NEW BASEBOARD AND CASING.

PAINT - PAINT WALLS, CEILING, AND TRIM IN AFFECTED WORK AREAS.

CUSTOMER TO PAY QUARTZ FABRICATOR DIRECT FOR QUARTZ COUNTERTOPS AND INSTALLATION OF SAME AS PER SEPARATE QUOTE NOT INCLUDED IN THIS PROPOSAL.

CUSTOMER TO PAY GLASS FABRICATOR DIRECT FOR SHOWER ENCLOSURE AND INSTALLATION OF SAME AS PER SEPARATE QUOTE NOT INCLUDED IN THIS PROPOSAL.

HARPEN TO PLUMB TO NEW STACK AND RELOCATE AND RECONNECT ALL PLUMBING AND ELECTRICAL TO PRESENT SERVICE.

CLEAN UP AND REMOVE ALL JOB RELATED DEBRIS.

Payment to be made as follows:

50% Upon execution of the contract;

40% Upon commencement of installation;

10% Upon completion.

TOTAL

\$59,470.00

Accepted Date

6/9/2022

Specifications, and conditions herein including, but not limited to, those appearing on attached floor plans and selections sheets, are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined.

# Exhibit E



Harpen Construction, LLC  
2834 South Park Rd Ste 3  
Bethel Park, PA 15102  
412.498.9950  
info@harpenconstruction.com  
www.harpenconstruction.com

**HARPEN**  
CONSTRUCTION, LLC

ADDRESS

Proposal 290

DATE 02/18/2022

EXPIRATION DATE 03/04/2022

DESCRIPTION OF LABOR AND MATERIALS:

MASTER BATH REMODELING AS PER APPROVED FLOOR PLAN AND SELECTION SHEETS.  
TEAR OUT NOTED PARTITION WALLS, DECK TUB, EXISTING SHOWER, CABINETS, COUNTER,  
FLOORING, FIXTURES, FITTINGS, ETC.  
HANG AND FINISH MOISTURE RESISTANT WALL BOARD AS NEEDED.

INSTALL CUSTOM CABINETS, TOILET, (2) LAVATORY FAUCETS, SHOWER VALVE WITH INTEGRAL  
DIVERTER, HANDHELD SHOWER HEAD, WALL MOUNTED SHOWER HEAD, CUSTOMER PROVIDED MIRRORS,  
(2) VANITY LIGHTS, (2) EXHAUST FAN/LIGHT, (5) RECESSED LIGHTS, SUBFLOOR AS NEEDED,  
SCHLUTER DITRA UNCOUPLING MEMBRANE, PORCELAIN TILE FLOORING, SCHLUTER KERDI SHOWER  
WATERPROOFING, PORCELAIN TILE SHOWER WALLS, CUSTOM BENCH SEAT, RECESSED STORAGE  
NICHE, BATH ACCESSORIES, CABINET HARDWARE, AND FINISH MILLWORK. PAINT WALLS,  
CEILING, AND TRIM IN AFFECTED WORK AREAS.

CUSTOMER TO PAY BC STONE DIRECT FOR QUARTZ COUNTERS AND SHOWER SILLS AS PER SEPARATE  
QUOTE NOT INCLUDED IN THIS PROPOSAL.

CUSTOMER TO PAY REX GLASS DIRECT FOR SHOWER ENCLOSURE NOT INCLUDED IN THIS PROPOSAL.  
RELOCATE AND RECONNECT ALL PLUMBING AND ELECTRICAL TO PRESENT SERVICE. CLEAN UP AND  
REMOVE ALL JOB RELATED DEBRIS.

Payment to be made as follows:

30% Upon execution of the contract;  
20% Upon order of custom materials;  
40% Upon commencement of installation;  
10% Upon completion.

TOTAL

\$47,220.00

Accepted By

Accepted Date

2/19/22

2/15/22

The prices, specifications, and conditions herein including, but not limited to, those appearing on  
attached floor plans and selections sheets, are satisfactory and are hereby accepted. You are authorized  
to do the work as specified. Payment will be made as outlined.



# Exhibit F

Harpen Construction, LLC  
2834 South Park Rd Ste 3  
Bethel Park, PA 15102  
412.498.9950  
info@harpenconstruction.com  
www.harpenconstruction.com

# HARPEN

CONSTRUCTION, LLC

ADDRESS

Proposal 301

DATE 07/10/2022

EXPIRATION DATE 07/17/2022

## DESCRIPTION OF LABOR AND MATERIALS:

REMODEL OF BASEMENT INCLUDING CONSTRUCTION OF FULL BATH AND KITCHENETTE AS PER CUSTOMER APPROVED SELECTION SHEETS..

CONSTRUCT WALLS FOR NEW FULL BATH, HVAC ROOM, OFFICE AREA, AND STORAGE ROOM. INSTALL WALL BOARD TO PROJECT AREA WALLS AND PERFORM ALL REQUIRED WALL/CEILING FINISHING. INSTALL POCKET DOOR TO BATHROOM, FRENCH DOORS W/ GLASS TO OFFICE, BI FOLD DOORS TO HVAC ROOM AND BARN DOOR TO STORAGE ROOM. INSTALL FLOOR LEVELER AS NEEDED, WOOD LOOK LUXURY VINYL FLOORING, BASEBOARD AND DOOR CASING. BATHROOM: INSTALL FURNITURE VANITY W/ TOP, LAV. FAUCET, TOILET, SHOWER DIVERTER VALVE W/ SHOWER HEAD, MIRROR, VANITY LIGHT, FAN/LIGHT COMBO, SCHLUTER WATER PROOF SYSTEM TO SHOWER WALLS AND SHOWER BASE, WALL NICHE, CERAMIC TILE TO SHOWER WALLS AND BASE, BYPASS SHOWER DOOR AND ACCESSORIES. KITCHENETTE: INSTALL BASE CABINETS, WALL CABINETS, PREP FAUCET, TILE BACK SPLASH AND HARDWARE. INSTALL CUSTOMERS BEV. FRIDGE.

CUSTOMER TO PAY QUARTZ FABRICATOR DIRECT FOR COUNTERTOPS AND SINK BOWL AS PER SEP. QUOTE NOT INCLUDED IN THIS PROPOSAL. RELOCATE AND RECONNECT PLUMBING AND ELECTRICAL TO EXISTING SERVICES. INSTALL CUSTOMER PROVIDED FLOORING TO STAIR LANDING ONLY. PRIME AND PAINT PROJECT AREAS. HAUL AWAY ALL JOB RELATED DEBRIS.

Payment to be made as follows:

- 30% Upon execution of the contract;
- 20% Upon order of custom materials;
- 40% Upon commencement of installation;
- 10% Upon completion.

TOTAL

\$ 27,470.00

Accepted By

Accepted Date

7/10/22

The prices, specifications, and conditions herein including, but not limited to, those appearing on attached floor plans and selections sheets, are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined.

# Exhibit G



Harpen Construction, LLC  
180 Bilmar Dr Ste 5  
Pittsburgh, PA 15205  
412.498.9950  
info@harpenconstruction.com  
www.harpenconstruction.com



ADDRESS



Proposal 315

DATE 01/27/2023

EXPIRATION DATE 02/03/2024

DESCRIPTION OF LABOR AND MATERIALS:

POWDER ROOM REMODELING AS PER APPROVED FLOOR PLAN AND SELECTION SHEETS.

TEAR OUT EXISTING POWDER ROOM, FLOORING, TOILET, SINK, WALLS, FIXTURES, FITTINGS, ETC.

INSTALL NEW CASEMENT WINDOW, VINYL WITH OBSCURE TEMPERED GLASS. BRONZE EXTERIOR.

INSTALL INSULATION AS NEEDED ON EXTERIOR FACING WALLS. HANG AND FINISH DRYWALL ON WALLS.

CUSTOM CABINETRY, SOLID SURFACE COUNTER WITH INTEGRAL SINK BOWL, TOILET, LAVATORY FAUCET, THERMOSTATIC SHOWER VALVE WITH INTEGRAL DIVERTER, (3) BODY JETS, HANDHELD SHOWER HEAD, STATIONARY SHOWER HEAD, RECESSED MEDICINE CABINET, RECESSED LIGHT, FAN/LIGHT IN SHOWER AREA, VANITY LIGHT, ADURA LVT FLOORING, SCHLUTER SHOWER WATERPROOFING SYSTEM, CEILING HEIGHT PORCELAIN TILE SHOWER WALLS, (3) CORNER SHELVES, SOLID SURFACE SHOWER PAN, BY-PASS SHOWER DOOR, TOWEL BAR, PAPER HOLDER, ROBE HOOK, AND CABINET HARDWARE.

PAINT WALLS, CEILING, AND TRIM. RELOCATE AND RECONNECT ALL PLUMBING AND ELECTRICAL TO PRESENT SERVICE. CLEAN UP AND REMOVE ALL JOB RELATED DEBRIS.

Payment to be made as follows:

50% Upon execution of contract and custom order of materials;  
40% Upon commencement of installation;  
10% Upon completion.

TOTAL

\$32,193.00

Accepted By



Accepted Date

01/27/23

The prices, specifications, and conditions herein including, but not limited to, those appearing on attached floor plans and selections sheets, are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined.

# Exhibit H



Harpen Construction, LLC  
2834 South Park Rd Ste 3  
Bethel Park, PA 15102  
412.498.9950  
info@harpenconstruction.com  
www.harpenconstruction.com

**HARPEN**  
CONSTRUCTION, LLC

ADDRESS

Proposal 302

DATE 07/11/2022

DESCRIPTION OF LABOR AND MATERIALS:

KITCHEN REMODEL AS PER APPROVED FLOOR PLAN AND SELECTION SHEETS.

TEAR OUT EXISTING COUNTERTOPS, CABINETRY, FLOORING, FIXTURES AND FITTINGS. EXISTING APPLIANCES TO BE REMOVED FOR INSTALL AT COMPLETION OF REMODEL.

TEAR OUT KITCHEN TO STUD ELIMINATING BULKHEADS. EXISTING WINDOW AND 3 INTERIOR DOORS REMAIN. INSULATE EXTERIOR WALLS AS NEEDED, INSTALL WALL BOARD TO ROOM AND FINISH SMOOTH.

INSTALL UNDER LAY, SCHLUTER DIETRA UNDER MAT, CERAMIC TILE FLOORING, CUSTOM CABINETRY, W/ CHERRY WOOD DOORS, LIGHT RAIL, FINISH TO CEILING W/ SCRIBE, CERAMIC TILE BACK SPLASH, DELTA TOUCH FAUCET, HARDWARE, BASEBOARD AND CASING.

INSTALL UNDER CABINET LIGHTING (WALLS), RECESSED LIGHTS, OUTLETS AND SWITCHES. RECONNECT PLUMBING AND ELECTRICAL TO EXISTING SERVICES.

PAINTING TO INCLUDE KITCHEN WALLS AND TRIM, CEILING OF KITCHEN, DINING ROOM AND HALLWAY TO BEDROOMS. INSTALL CUSTOMERS EXISTING APPLIANCES AND DISPOSE OF ALL JOB RELATED DEBRIS.

Payment to be made as follows:

- 30% Upon execution of the contract;
- 20% Upon order of custom materials;
- 40% Upon commencement of installation;
- 10% Upon completion.

TOTAL

\$58,640.00

Accepted By

Accepted Date

7/12/22

The prices, specifications, and conditions herein including, but not limited to, those appearing on attached floor plans and selections sheets, are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined.



IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA,	:	CIVIL DIVISION
OFFICE OF ATTORNEY GENERAL,	:	
BY ATTORNEY GENERAL	:	
DAVID W. SUNDAY, JR.,	:	
	:	No.
Plaintiff,	:	
	:	
v.	:	
	:	
BRIAN MYERS,	:	
individually and as owner of	:	
Harpen Construction LLC,	:	
	:	
and	:	
	:	
HARPEN CONSTRUCTION LLC,	:	
	:	
Defendants.	:	

**VERIFICATION**

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

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

Date: 6/16/2025

By: 

Megan Herr  
Consumer Protection Agent