

IN THE COURT OF COMMON PLEAS OF WESTMORELAND COUNTY PENNSYLVANIA
CIVIL

WESTMORELAND COUNTY CIVIL COVER SHEET

Commonwealth of Pennsylvania

by Attorney General

David. W. Sunday Jr.

Plaintiff(s)

vs.

Stephen M. Spallone, individually

owner of A&S Contracting & Roofing

and A&S Contracting & Roofing, LLC

Defendant(s)

Judge:

Case No.

Counsel: Francesca Miller-Surman

Representing: Commonwealth of Pennsylvania

Pa. I.D. No. : 322588

Firm: Pennsylvania Office of the Attorney General

Address: 1251 Waterfront Place

Mezzanine Level

Pittsburgh, PA 15222

Phone No. (412) 526-6612

Fax No.

E-mail fmillersurman@attorneygeneral.gov

PLEASE ANSWER THE FOLLOWING:

- | | | | |
|----|--|------------------------------|--|
| 1. | Is the Amount In Controversy Less Than \$30,000? | ☐ Yes | ☒ No |
| 2. | Does This Case Involve Discovery of Electronically Stored Information? | ☐ Yes | ☒ No |
| 3. | Does This Case Involve a Construction Project? | ☐ Yes | ☒ No |

ENTRY OF APPEARANCE

TO THE PROTHONOTARY: Please enter my appearance on behalf of the Plaintiff/Petitioner/Appellant. Papers may be served at the address set forth above.

Signature: Francesca Miller-Surman

Date: 10/24/25

Original – Prothonotary

Copies - Judge and Opposing Counsel

Revised 5/26/2010

THIS IS NOT AN ARBITRATION CASE

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

AN ASSESSMENT OF DAMAGES HEARING IS REQUIRED

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

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

Plaintiff,

v.

STEPHEN M. SPALLONE,
individually and as owner of
A&S Contracting & Roofing LLC,

and

A&S CONTRACTING & ROOFING, LLC,

Defendants.

CIVIL DIVISION

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

Email: fmillersurman@attorneygeneral.gov

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

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

COMMONWEALTH OF PENNSYLVANIA,	:	CIVIL DIVISION
OFFICE OF ATTORNEY GENERAL,	:	
BY ATTORNEY GENERAL	:	
DAVID W. SUNDAY, JR.,	:	
	:	No.
Plaintiff,	:	
v.	:	
STEPHEN M. SPALLONE,	:	
individually and as owner of	:	
A&S Contracting & Roofing LLC,	:	
and		
A&S CONTRACTING & ROOFING, 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.

Lawyer Referral Service
Westmoreland Bar Association
P.O. Box 565
Greensburg, PA 15601
(724-834-8490
<http://lrs.westbar.org>

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

COMMONWEALTH OF PENNSYLVANIA,	:	CIVIL DIVISION
OFFICE OF ATTORNEY GENERAL,	:	
BY ATTORNEY GENERAL	:	
DAVID W. SUNDAY, JR.,	:	
	:	No.
Plaintiff,	:	
	:	
v.	:	
	:	
STEPHEN M. SPALLONE,	:	
individually and as owner of	:	
A&S Contracting and Roofing, LLC,	:	
	:	
and	:	
	:	
A&S CONTRACTING AND ROOFING, 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 Stephen M. Spallone and A&S Contracting & Roofing, 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).

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. Corporate Defendant, A&S Contracting & Roofing, 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 340 Kemp Road, New Alexandria, Pennsylvania 15670.

5. Individual Defendant, Stephen M. Spallone is the owner of Corporate Defendant with the last known residential address of 484 Bovard Luxor Road, Luxor, Pennsylvania 15662.

FACTS

6. At all times relevant and material hereto, Defendants engaged in trade and commerce within the Commonwealth of Pennsylvania, in Westmoreland 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 roofing, gutter, and siding work, as well of the construction of decks and porches.

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 and himself.

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. Corporate Defendant is registered as a home improvement contractor under *HICPA* under registration number PA032700, and its registration expires on 4/22/2026.

12. 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

13. 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, abandoned the project prior to completion, or failed to complete any work after accepting a consumer deposit.

14. To date, the Bureau has received six (6) 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.

15. 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 13, 2024, Consumer A entered into a contract with Defendants for a replacement of a roof, gutters, and siding for a total contract price \$26,836.44. Pursuant to the terms of the contract, Consumer A was to pay Defendants 50% of the total contract price at the time the contract was executed, 25% at the time the Defendant completed work on the roof and another 25% at the completion of the project. Consumer A paid Defendants a total of \$20,127.33. Defendants did complete the roof replacement, but Defendants did not replace the gutters or siding, per the contract, and they did not deliver any materials for these projects. Consumer A attempted to contact Defendants to request that they finish the job, but Defendants failed to respond to any of Consumer A's contact attempts. A true and correct copy of Consumer A's contract, with personal identification information redacted, is attached hereto as Exhibit A.

b. On July 27, 2024, Consumer B contracted with Defendants for the replacement of a roof and one gutter for a total contract price of \$8,500.00. Pursuant to the terms of the contract, Consumer B paid Defendants \$5,000.00 at the time the contract was executed. Defendants told Consumer B that the roof would be finished at the end of August of 2024. However, Defendants failed to perform any 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 July 20, 2022, Consumer C entered into a contract with Defendants for the construction of two decks for a total contract price of \$38,150.74. Pursuant to the terms of the contract, Consumer C paid Defendants \$24,768.74 of the total contract price at the time the contract was executed. Defendants failed to begin Consumer C's project for over a year after the contract was signed. On October 2, 2023, Consumer C asked for a refund of the \$24,768.74 because Defendants had not completed any work. Defendants did refund Consumer C approximately \$12,000.00 but failed to return the remainder of the deposit paid by Consumer C. A true and correct copy of Consumer C's contract, with personal identification information redacted, is attached hereto as Exhibit C.

d. On April 29, 2021, Consumer D entered into a contract with Defendants for Defendants to cover consumer's patio for a total contract price of \$13,838.56. Pursuant to the terms of the contract, Consumer D paid defendants \$9,133.44. Defendants promised Consumer D that the project would be completed by the end of August 2021. Defendants failed to complete any work pursuant to the project, and Defendants failed to provide a refund to Consumer D. A true and correct copy of Consumer D's contract, with personal identification information redacted, is attached hereto as Exhibit D.

e. On November 17, 2021, Consumer E entered into a contract with Defendants for a total contract price of \$23,500.00. Consumer E paid Defendants \$11,000.00 on November 9, 2021, prior to signing the contract. The remainder of the contract price was due upon completion of the project. The contract stated that work was to begin on November 17, 2021. However, Defendants did not begin work on that date and failed to complete any work pursuant to the project. Defendants failed to respond to any of Consumer E's contact attempts. Consumer E filed a legal complaint in magisterial district court against Defendants docketed at MJ-36304-CV-0000088-2022. The court entered default judgment in favor of Consumer E in the amount of \$11,390.50. To date, Defendants have not satisfied that judgment. A true and correct copy of Consumer E's contract as well as the docket for Consumer E magisterial district court judgment with personal identification information redacted is attached hereto as Exhibit E.

f. On June 27, 2022, Consumer F entered into a verbal contract with the Defendants for a roof replacement, siding replacement, and porch construction for a total contract price of \$48,000.00.00. On the day the agreement was made, Consumer F paid Defendants \$28,000.00. Defendants claimed that they would provide Consumer F with a written contract the following day. Defendants did not provide a written contract, and Consumer F did not see Defendants again following that time. Defendants returned \$10,000.00 to Consumer F, but did not return the remainder of the deposit. A true and correct copy of Consumer F's contract, with personal identification information redacted, is attached hereto as Exhibit F.

16. In connection with all home improvement contracts, Defendants made direct 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. *See Exhibit A, p. 2.*

17. 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.

18. 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

19. 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.

20. 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. Start and completion dates for the contracted for work;
- b. The name, address and telephone number of all subcontractors known at the time of signing the contract;
- c. An agreement to maintain insurance, and the current amount of insurance coverage Defendants maintained at the time of the signing of the contract;
- d. The Bureau's toll-free telephone number;
- e. A separate Notice of Cancellation form.

See Exhibits A-F.

22. Additionally, in at least one instance, Defendants did not set forth the terms of a contract with the consumer in writing.

Excessive Deposits

23. 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.

24. For example, when contracting with Consumer B for a total contract price of \$8,500.00, Defendants charged a down payment of 58% of the total contract price, requiring Consumer B to pay \$5,000.00 at the time of signing. *See Exhibit B.*

25. When contracting with Consumer D for a total contract price of \$13,838.56, Defendants charged Consumer D a down payment of \$9,133.44 consisting of 65% of the total contract price. *See Exhibit D.*

26. Additionally, when contracting with Consumer E, for a total price of \$23,500.00, Defendants charged Consumer E a down payment of \$11,000.00 consisting of 46% of the total contract price. *See Exhibit E.*

Finally, when contracting with Consumer F for a total contract price of \$48,000.00, Defendants charged Consumer F a down payment of 58% of the total contract price, requiring the consumer to pay \$28,000.00 at the time of signing.

COUNT I – VIOLATIONS OF HICPA AND THE CONSUMER PROTECTION LAW

(Failure to Perform, Abandonment and Deviation from Specifications)

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

29. 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).

30. 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).

31. As detailed above in paragraph 15 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.

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

33. 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.

34. In connection with multiple consumers, including those identified above at paragraph 15, Defendants made direct statements to consumers that the work would be performed in a workmanlike manner. *See* Exhibit A, p. 2.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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).

40. The above-described conduct has been willful.

41. 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)

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

43. 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. Start and completion dates for the contracted for work;
- b. The name, address and telephone number of all subcontractors known at the time of signing the contract;
- c. An agreement to maintain insurance, and the current amount of insurance coverage Defendants maintained at the time of the signing of the contract;
- d. The Bureau's toll-free telephone number; and
- e. 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) (2).

44. Additionally, Defendants failed to set forth some agreements for home improvement work with consumers in writing in violation of Section 517.7(a)(1) of *HICPA*.

45. 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-E.

46. 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).

47. 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.

48. 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).

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

50. The above-described conduct has been willful.

51. 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)

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

53. 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).

54. In contracting with consumers, Defendants charged the consumer a deposit in excess of one-third of the home improvement contract price. *See Exhibits B, D-F.*

55. For example, when contracting with Consumer B for a total contract price of \$8,500.00, Defendants charged a down payment of 58% of the total contract price, requiring Consumer B to pay \$5,000.00 at the time of signing. *See Exhibit B.*

56. When contracting with Consumer D for a total contract price of \$13,838.56, Defendants charged Consumer D a down payment of \$9,133.44 consisting of 65% of the total contract price. *See Exhibit D.*

57. Additionally, when contracting with Consumer E, for a total price of \$23,500.00, Defendants charged Consumer E a down payment of \$11,000.00 consisting of 46% of the total contract price. *See Exhibit E.*

58. Finally, when contracting with Consumer F, for a total contract price of \$48,000.00, Defendants charged Consumer F a down payment of 58% of the total contract price, requiring the consumer to pay \$28,000.00 at the time of signing.

59. 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).

60. 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.

61. 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).

62. The above-described conduct has been willful.

63. 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:

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- 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: 10/27/25

By _____
Francesca Miller-Surman (PA ID No. 322588)
Attorney for the Commonwealth
Office of Attorney General

COMMONWEALTH OF PENNSYLVANIA, : CIVIL DIVISION
OFFICE OF ATTORNEY GENERAL, :
BY ATTORNEY GENERAL :
DAVID W. SUNDAY, JR., :
 :
 : No.
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 : Plaintiff, :
 :
 : v. :
 :
 : STEPHEN M. SPALLONE, :
 : individually and as owner of :
 : A&S Contracting & Roofing LLC, :
 :
 : and :
 :
 : A&S CONTRACTING & ROOFING, 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

Francesca Mir-Sun

Date: 10/27/25

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

Exhibit A



Contractor Agreement

THIS AGREEMENT made Monday May 13, 2024, by and between A&S Contracting & Roofing, LLC, hereinafter called the Contractor and the party of [REDACTED] hereinafter called the Owner.

Witnesseth that the Contractor and the Owner for the consideration names as follows:

Article 1. Scope of the Work

The Contractor shall furnish all of the materials and perform all of the work shown on the Drawings and/or described in the Specifications entitled Exhibit A, as annexed hereto as it pertains to work to be performed on property at [REDACTED]

Article 2. Time of Completion

The work to be performed under this Contract shall start when material is available, and shall be substantially completed around 30 days after start

Article 3. The Contract Price

The Owner shall pay the Contractor for the material and labor to be performed under the Contract the sum of Twenty Six Thousand Eight Hundred Thirty Six and 44/100(26,836.44), subject to additions and deductions pursuant to authorized change order.

Article 4. Progress Payments

Payments of the Contract Price shall be paid in the manner following:

50% down payment(13,418.22)

When roof is completed (6709.11)

Day of completion (6709.11)

Article 5. General Provisions

Any alteration or deviation from the above specifications, including but not limited to any such alterations of deviation involving additional material and/or labor costs, will be executed only upon written order for same, signed by Owner and Contractor, and if there

is any charge for such alteration or deviation, the additional charge will be added to the contract price of this contract. If payment is not made when due, Contractor may suspend work on the job until such time as all payments due have been made. A failure to make payments for a period in excess of one (1) day from the due date of the payment shall be deemed a material breach of this contract.

In addition, the following general provisions applied

1. All work shall be completed in a workmanlike manner and in compliance with all building codes and other applicable laws.
2. The Contractor shall furnish a plan and scale drawing showing the shape, size dimensions, and construction and equipment specifications for home improvements, a description of the work to be done, a description of materials to be used and the equipment to be used or installed, and the agreed consideration for the work.
3. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.
4. Contractor may at its discretion engage subcontractors to perform work hereunder, provided Contractor shall fully pay said subcontractor and in all instances remain responsible for the proper completion of this contract.
5. Contractor shall furnish Owner appropriate releases or waivers of lien for all work performed or materials provided at the time the next periodic payment shall be due.
6. All change orders shall be in writing and signed both by Owner and Contractor, and shall be incorporated in, and become part of the contract.
7. Contractor warrants it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of Contractor or its employees or subcontractors.
8. Contractor shall, at its own expense, obtain all permits necessary for the work to be performed.
9. Contractor agrees to remove all debris and leave the premises in broom clean condition.
10. In the event Owner shall fail to pay any periodic or installment payment(s) due hereunder, Contractor may cease work without breach pending payment or resolution of any dispute.
11. All disputes hereunder shall be resolved by binding arbitration in accordance with rules of the American Arbitration Association.
12. Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty or general unavailability of materials.
13. Contractor warrants roof work for a period of 60 months following completion and siding for 12 months following completion

Article 6. Additional Terms

1. Contractor will not be held responsible for any and all existing framing or existing deviations that may be noticeable to the naked eye unless those said areas are spelled out in detail within this Agreement's Scope of Work and are being specifically addressed as noted. If areas of concern are found during installation, the same will be brought to the attention of the Owner in writing. Owner will then have the option, at their discretion, to either leave the area in question unattended or have the Contractor provide an

estimate for the performance of additional work for that area. Contractor and Owner will execute a written document with regard to the Change in the Work.

2. Contractor will not be held responsible for any unforeseen or concealed conditions which may not be detectable or observable prior to commencing or completing the work.

3. This contract does not include mold abatement or asbestos removal. If mold or asbestos are discovered at any point during this Project, Contractor shall immediately cease work until Owner addresses the issue to Contractor's satisfaction.

4. Owner is responsible for ensuring that adults, children and pets do not interfere with the Project's progress or Contractor's access to the Project site.

5. Contractor will follow all Material Specifications within the Manufacturer's Warranty, if any.

6. If, for any reason, the Contract specifications or Scope of Work are changed, unforeseen items or derivations are detected, the Project experiences adverse weather conditions or other unforeseen circumstance, or the Owner alters the course of the installation during the course of the performance of the Work, the Project's completion date will be impacted. Upon the occurrence of an event delaying the completion of the Project, Contractor will provide Owner with a new anticipated Date of Completion.

7. If this agreement is terminated, Contractor will be entitled to receive payment for its Work executed, materials supplied, and any other costs incurred, along with reasonable overhead and profit from the Work executed and materials supplied plus any custom materials which are unable to be cancelled or restocked, any restocking fees, and shipping costs, plus interest, attorneys' fees, expert fees, and expenses of litigation, including appeals.

8 Right to Cancel- Either party to this Agreement may cancel it by written notice to the other party, anytime within 3 days of date hereof, without penalty. However, Owner understands that upon the execution of this Agreement, Contractor proceeds promptly to locate materials, arrange for labor, and engage in other activities necessary to complete the job, all of which constitute part of work of this Agreement. Therefore, should the Owner terminate this Agreement for convenience after 3 days of date hereof, Owner will pay Contractor a fair and reasonable amount for work done to the date of termination, such amount being not less than 20% of the full contract amount, plus interest, attorney's fees, expert fees, and cost and expenses of litigation including appeals. Refunds will be issued within 30 days

Name and Title of representative who solicited or negotiated this contract:

Steve Spallone
Managing Member

Date 05/13/2024

Name of Owner:	
By (Signature):	

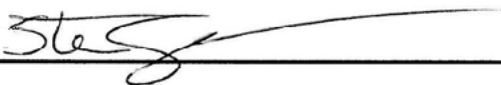
Name of Contractor:	A&S Contracting & Roofing, LLC
By (Signature):	
Street Address:	340 kemp rd
City/State/Zip:	New alexandria pa 15670
Telephone No.:	(724) 217-1700
Contractor's Licenser No.:	32700



Exhibit B



Contractor Agreement

THIS AGREEMENT made Wednesday by and between A&S Contracting & Roofing, LLC, hereinafter called the Contractor and the party of [REDACTED] hereinafter called the Owner.

Witnesseth that the Contractor and the Owner for the consideration names as follows:

Article 1. Scope of the Work

The Contractor shall furnish all of the materials and perform the work on property at [REDACTED]

Article 2. Time of Completion

The work to be performed under this Contract shall be commenced around July 31, 2024, and shall be substantially completed on or before Aug 31, 2024

Article 3. The Contract Price

The Owner shall pay the Contractor for the material and labor to be performed under the Contract the sum of Eight thousand four hundred ninety one 95/100 (8491.95), subject to additions and deductions pursuant to authorized change order.

Article 4. Progress Payments

Payments of the Contract Price shall be paid in the manner following:

5000 down

3491 day of completion

Article 5. General Provisions

Any alteration or deviation from the above specifications, including but not limited to any such alterations of deviation involving additional material and/or labor costs, will be executed only upon written order for same, signed by Owner and Contractor, and if there is any charge for such alteration or deviation, the additional charge will be added to the contract price of this contract. If payment is not made when due, Contractor may suspend work on the job until such time as all payments due have been made. A failure to make payments for a period in excess of one (1) day from the due date of the payment shall be deemed a material breach of this contract.

In addition, the following general provisions applied

1. All work shall be completed in a workmanlike manner and in compliance with all building codes and other applicable laws.
2. The Contractor shall furnish a plan and scale drawing showing the shape, size dimensions, and construction and equipment specifications for home improvements, a description of the work to be done, a description of materials to be used and the equipment to be used or installed, and the agreed consideration for the work.
3. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.
4. Contractor may at its discretion engage subcontractors to perform work hereunder, provided Contractor shall fully pay said subcontractor and in all instances remain responsible for the proper completion of this contract.
5. Contractor shall furnish Owner appropriate releases or waivers of lien for all work performed or materials provided at the time the next periodic payment shall be due.
6. All change orders shall be in writing and signed both by Owner and Contractor, and shall be incorporated in, and become part of the contract.
7. Contractor warrants it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of Contractor or its employees or subcontractors.
8. Contractor shall, at its own expense, obtain all permits necessary for the work to be performed.
9. Contractor agrees to remove all debris and leave the premises in broom clean condition.
10. In the event Owner shall fail to pay any periodic or installment payment(s) due hereunder, Contractor may cease work without breach pending payment or resolution of any dispute.
11. All disputes hereunder shall be resolved by binding arbitration in accordance with rules of the American Arbitration Association.
12. Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty or general unavailability of materials.
13. Contractor warrants all work for a period of 12 months following completion.

Article 6. Additional Terms

1. Contractor will not be held responsible for any and all existing framing or existing deviations that may be noticeable to the naked eye unless those said areas are spelled out in detail within this Agreement's Scope of Work and are being specifically addressed as noted. If areas of concern are found during installation, the same will be brought to the attention of the Owner in writing. Owner will then have the option, at their discretion, to either leave the area in question unattended or have the Contractor provide an estimate for the performance of additional work for that area. Contractor and Owner will execute a written document with regard to the Change in the Work.

2. Contractor will not be held responsible for any unforeseen or concealed conditions which may not be detectable or observable prior to commencing or completing the work.

3. This contract does not include mold abatement or asbestos removal. If mold or asbestos are discovered at any point during this Project, Contractor shall immediately cease work until Owner addresses the issue to Contractor's satisfaction.

4. Owner is responsible for ensuring that adults, children and pets do not interfere with the Project's progress or Contractor's access to the Project site.

5. Contractor will follow all Material Specifications within the Manufacturer's Warranty, if any.

6. If, for any reason, the Contract specifications or Scope of Work are changed, unforeseen items or derivations are detected, the Project experiences adverse weather conditions or other unforeseen circumstance, or the Owner alters the course of the installation during the course of the performance of the Work, the Project's completion date will be impacted. Upon the occurrence of an event delaying the completion of the Project, Contractor will provide Owner with a new anticipated Date of Completion.

7. If this agreement is terminated, Contractor will be entitled to receive payment for its Work executed, materials supplied, and any other costs incurred, along with reasonable overhead and profit from the Work executed and materials supplied plus any custom materials which are unable to be cancelled or restocked, any restocking fees, and shipping costs, plus interest, attorneys' fees, expert fees, and expenses of litigation, including appeals.

8 Right to Cancel- Either party to this Agreement may cancel it by written notice to the other party, anytime within 3 days of date hereof, without penalty. However, Owner understands that upon the execution of this Agreement, Contractor proceeds promptly to locate materials, arrange for labor, and engage in other activities necessary to complete the job, all of which constitute part of work of this Agreement. Therefore, should the Owner terminate this Agreement for convenience after 3 days of date hereof, Owner will pay Contractor a fair and reasonable amount for work done to the date of termination, such amount being not less than 20% of the full contract amount, plus interest, attorney's fees, expert fees, and cost and expenses of litigation including appeals. Refunds will be issued within 30 days

Name and Title of representative who solicited or negotiated this contract:

Steve Spallone
Managing Member

Date 07/26//24

Name of Owner:	
By (Signature):	

Name of Contractor:	A&S Contracting & Roofing, LLC
By (Signature):	
Street Address:	340 kemp rd
City/State/Zip:	New alexandria pa 15670
Telephone No.:	(724) 217-1700
Contractor's Licenser No.:	32700



Exhibit C



Contractor Agreement

THIS AGREEMENT made 19 day of July, 2022, by and between A&S Contracting & Roofing, LLC, hereinafter called the Contractor and [REDACTED] hereinafter called the Owner.

Witnesseth that the Contractor and the Owner for the consideration names as follows:

Article 1. Scope of the Work

The Contractor shall furnish all of the materials and perform all of the work shown on the Drawings and/or described in the Specifications entitled Exhibit A, as annexed hereto as it pertains to work to be performed on property at [REDACTED]
[REDACTED]

Article 2. Time of Completion

The work to be performed under this Contract shall be commenced on or before N/A (will call for start date due to covid and material availability), and shall be substantially completed on or before , N/A .

Article 3. The Contract Price

The Owner shall pay the Contractor for the material and labor to be performed under the Contract the sum of Thirty Eight Thousand and one Hundred and Five Dollars and Seventy Four Cents (\$38,105.74), subject to additions and deductions pursuant to authorized change order.

Article 4. Progress Payments

Payments of the Contract Price shall be paid in the manner following:

Cash:

(\$24,768.74) due at contract signing

Remainder due upon completion of project (\$13,337.00)

Financing:

Credit Card: Will be a 3% added convenience fee



Article 5. General Provisions

Any alteration or deviation from the above specifications, including but not limited to any such alterations of deviation involving additional material and/or labor costs, will be executed only upon written order for same, signed by Owner and Contractor, and if there is any charge for such alteration or deviation, the additional charge will be added to the contract price of this contract. If payment is not made when due, Contractor may suspend work on the job until such time as all payments due have been made. A failure to make payments for a period in excess of one (1) days from the due date of the payment shall be deemed a material breach of this contract.

In addition, the following general provisions apply:

1. All work shall be completed in a workmanlike manner and in compliance with all building codes and other applicable laws.
2. The Contractor shall furnish a plan and scale drawing showing the shape, size dimensions, and construction and equipment specifications for home improvements, a description of the work to be done, a description of materials to be used and the equipment to be used or installed, and the agreed consideration for the work.
3. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.
4. Contractor may at its discretion engage subcontractors to perform work hereunder, provided Contractor shall fully pay said subcontractor and in all instances remain responsible for the proper completion of this contract.
5. Contractor shall furnish Owner appropriate releases or waivers of lien for all work performed or materials provided at the time the next periodic payment shall be due.
6. All change orders shall be in writing and signed both by Owner and Contractor, and shall be incorporated in, and become part of the contract.
7. Contractor warrants it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of Contractor or its employees or subcontractors.
8. Contractor shall, at its own expense, obtain all permits necessary for the work to be performed.
9. Contractor agrees to remove all debris and leave the premises in broom clean condition.
10. In the event Owner shall fail to pay any periodic or installment payment(s) due hereunder, Contractor may cease work without breach pending payment or resolution of any dispute.
11. All disputes hereunder shall be resolved by binding arbitration in accordance with rules of the American Arbitration Association.
12. Contractor shall not be liable for any delay due to circumstances beyond its



- control including strikes, casualty or general unavailability of materials.
13. Contractor warrants all work for a period of 2 years following completion.

Article 6. Additional Terms

1. Contractor will not be held responsible for any and all existing framing or existing deviations that may be noticeable to the naked eye unless those said areas are spelled out in detail within this Agreement's Scope of Work and are being specifically addressed as noted. If areas of concern are found during installation, the same will be brought to the attention of the Owner in writing. Owner will then have the option, at their discretion, to either leave the area in question unattended or have the Contractor provide an estimate for the performance of additional work for that area. Contractor and Owner will execute a written document with regard to the Change in the Work.

2. Contractor will not be held responsible for any unforeseen or concealed conditions which may not be detectable or observable prior to commencing or completing the work.

3. This contract does not include mold abatement or asbestos removal. If mold or asbestos are discovered at any point during this Project, Contractor shall immediately cease work until Owner addresses the issue to Contractor's satisfaction.

4. Owner is responsible for ensuring that adults, children and pets do not interfere with the Project's progress or Contractor's access to the Project site.

5. Contractor will follow all Material Specifications within the Manufacturer's Warranty, if any.

6. If, for any reason, the Contract specifications or Scope of Work are changed, unforeseen items or derivations are detected, the Project experiences adverse weather conditions or other unforeseen circumstance, or the Owner alters the course of the installation during the course of the performance of the Work, the Project's completion date will be impacted. Upon the occurrence of an event delaying the completion of the Project, Contractor will provide Owner with a new anticipated Date of Completion.

7. There is a 72 HOUR cancellation period home owner is to provide a written cancellation notice to office within the 72 hour period. If this agreement is terminated, Contractor will be entitled to receive payment for its Work executed, materials supplied, and any other costs incurred, along with reasonable overhead and profit from the Work executed and materials supplied plus any custom materials which are unable to be cancelled or restocked, any restocking fees, and shipping costs, plus interest, attorneys' fees, expert fees, and expenses of litigation, including appeals.



Name and Title of representative who solicited or negotiated this contract:

CLIFTON HORNSBY

Field Supervisor

201 Bardine Road
Crabtree, PA 15624

Phone: (412) 309-3055

Email: Clif@ascontractingpa.com

Website: AScontractingPA.com

PA32700 • Fully Insured

A&S Contracting & Roofing, LLC

Signed this 19 day June, 2022.

Name of Owner:	
By (Signature):	

Name of Contractor:	A&S Contracting & Roofing, LLC
By (Signature):	
Street Address:	201 Bardine Road
City/State/Zip:	Crabtree, PA 15624
Telephone No.:	(724) 217-1700
Contractor's Licenser No.:	32700



Exhibit D



Contractor Agreement

THIS AGREEMENT made Thursday, 29th day of April, 2021, by and between A&S Contracting & Roofing, LLC, hereinafter called the Contractor and the party of [REDACTED] hereinafter called the Owner.

Witnesseth that the Contractor and the Owner for the consideration names as follows:

Article 1. Scope of the Work

The Contractor shall furnish all of the materials and perform all of the work shown on the Drawings and/or described in the Specifications entitled Exhibit A, as annexed hereto as it pertains to work to be performed on property at [REDACTED]

Article 2. Time of Completion:

The work to be performed under this Contract shall be commenced on or before Thursday, April 29, 2021, and shall be substantially completed on or before Sunday, August 29, 2021.

Article 3. The Contract Price

The Owner shall pay the Contractor for the material and labor to be performed under the Contract the sum of thirteen thousand eight hundred eighty-six dollars and fifty-six cents (\$13,838.56), subject to additions and deductions pursuant to authorized change order.

Article 4. Progress Payments

Payments of the Contract Price shall be paid in the manner following:

Cash:

33% (\$4,566.72) deposit due at contract signing

33% (\$4,566.72) due at CAD Design approval

Remainder due upon completion of project

Financing:

25% (\$3459.64) due at contract signing

75% (\$10,378.92) financed through bank

Article 5. General Provisions

Any alteration or deviation from the above specifications, including but not limited to any such alterations of deviation involving additional material and/or labor costs, will be executed only upon written order for same, signed by Owner and Contractor, and if there is any charge for such alteration or deviation, the additional charge will be added to the contract price of this contract. If payment is not made when due, Contractor may suspend work on the job until such time as all payments due have been made. A failure to make payments for a period in excess of twenty-one (21) days from the due date of the payment shall be deemed a material breach of this contract.

In addition, the following general provisions apply:

1. All work shall be completed in a workmanlike manner and in compliance with all building codes and other applicable laws.
2. The Contractor shall furnish a plan and scale drawing showing the shape, size dimensions, and construction and equipment specifications for home improvements, a description of the work to be done, a description of materials to be used and the equipment to be used or installed, and the agreed consideration for the work.
3. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.
4. Contractor may at its discretion engage subcontractors to perform work hereunder, provided Contractor shall fully pay said subcontractor and in all instances remain responsible for the proper completion of this contract.
5. Contractor shall furnish Owner appropriate releases or waivers of lien for all work performed or materials provided at the time the next periodic payment shall be due.
6. All change orders shall be in writing and signed both by Owner and Contractor, and shall be incorporated in, and become part of the contract.
7. Contractor warrants it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of Contractor or its employees or subcontractors.
8. Contractor shall, at its own expense, obtain all permits necessary for the work to be performed.
9. Contractor agrees to remove all debris and leave the premises in broom clean condition.
10. In the event Owner shall fail to pay any periodic or installment payment(s) due hereunder, Contractor may cease work without breach pending payment or resolution of any dispute.
11. All disputes hereunder shall be resolved by binding arbitration in accordance with rules of the American Arbitration Association.
12. Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty or general unavailability of materials.
13. Contractor warrants all work for a period of months following completion.

Article 6. Additional Terms

1. Contractor will not be held responsible for any and all existing framing or existing deviations that may be noticeable to the naked eye unless those said areas are spelled

out in detail within this Agreement's Scope of Work and are being specifically addressed as noted. If areas of concern are found during installation, the same will be brought to the attention of the Owner in writing. Owner will then have the option, at their discretion, to either leave the area in question unattended or have the Contractor provide an estimate for the performance of additional work for that area. Contractor and Owner will execute a written document with regard to the Change in the Work.

2. Contractor will not be held responsible for any unforeseen or concealed conditions which may not be detectable or observable prior to commencing or completing the work

3. This contract does not include mold abatement or asbestos removal. If mold or asbestos are discovered at any point during this Project, Contractor shall immediately cease work until Owner addresses the issue to Contractor's satisfaction.

4. Owner is responsible for ensuring that adults, children and pets do not interfere with the Project's progress or Contractor's access to the Project site.

5. Contractor will follow all Material Specifications within the Manufacturer's Warranty, if any.

6. If, for any reason, the Contract specifications or Scope of Work are changed, unforeseen items or derivations are detected, the Project experiences adverse weather conditions or other unforeseen circumstance, or the Owner alters the course of the installation during the course of the performance of the Work, the Project's completion date will be impacted. Upon the occurrence of an event delaying the completion of the Project, Contractor will provide Owner with a new anticipated Date of Completion.

7. If this agreement is terminated, Contractor will be entitled to receive payment for its Work executed, materials supplied, and any other costs incurred, along with reasonable overhead and profit from the Work executed and materials supplied plus any custom materials which are unable to be cancelled or restocked, any restocking fees, and shipping costs, plus interest, attorneys' fees, expert fees, and expenses of litigation, including appeals.

Name and Title of representative who solicited or negotiated this contract:

Rion R. Paige, M.S.
Marketing/Sales Manager
A&S Contracting & Roofing, LLC

Signed this 29th day of April, 2021.

Signed in the presence of:

Witness

Witness

Name of Owner:	
By (Signature):	

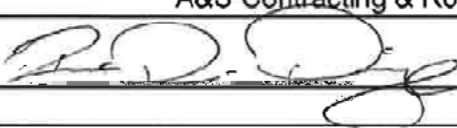
Name of Contractor:	A&S Contracting & Roofing, LLC
By (Signature):	 RION R. PAIGE
Street Address:	201 Bardine Road
City/State/Zip:	Crabtree, PA 15624
Telephone No.:	(724) 217-1700
Contractor's Licenser No.:	32700



Exhibit E



Contractor Agreement

THIS AGREEMENT made Wednesday, 17th day of November, 2021, by and between A&S Contracting & Roofing, LLC, hereinafter called the Contractor and the party of [REDACTED] hereinafter called the Owner.

Witnesseth that the Contractor and the Owner for the consideration names as follows:

Article 1. Scope of the Work

The Contractor shall furnish all materials and perform all work shown on the Drawings and/or described in the Specifications entitled Exhibit A, as annexed hereto as it pertains to work to be performed on property at [REDACTED]

Article 2. Time of Completion

The work to be performed under this Contract shall be commenced on or before Wednesday, November 17, 2021, and shall be substantially completed on or before Tuesday, February 1, 2022.

Article 3. The Contract Price

The Owner shall pay the Contractor for the material and labor to be performed under the Contract the sum of twenty-three thousand five hundred dollars (\$23,500.00), subject to additions and deductions pursuant to authorized change order.

Article 4. Progress Payments

Payments of the Contract Price shall be paid in the manner following:

Cash:

46.8% (\$11,000.00) Deposit received on 11/9/2021

53.2% (\$12,500.00) Due at completion of project

Article 5. General Provisions

Any alteration or deviation from the above specifications, including but not limited to any such alterations of deviation involving additional material and/or labor costs, will be

executed only upon written order for same, signed by Owner and Contractor, and if there is any charge for such alteration or deviation, the additional charge will be added to the contract price of this contract. If payment is not made when due, Contractor may suspend work on the job until such time as all payments due have been made. A failure to make payments for a period in excess of twenty-one (21) days from the due date of the payment shall be deemed a material breach of this contract.

In addition, the following general provisions apply:

1. All work shall be completed in a workmanlike manner and in compliance with all building codes and other applicable laws.
2. The Contractor shall furnish a plan and scale drawing showing the shape, size dimensions, and construction and equipment specifications for home improvements, a description of the work to be done, a description of materials to be used and the equipment to be used or installed, and the agreed consideration for the work.
3. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.
4. Contractor may at its discretion engage subcontractors to perform work hereunder, provided Contractor shall fully pay said subcontractor and in all instances remain responsible for the proper completion of this contract.
5. Contractor shall furnish Owner appropriate releases or waivers of lien for all work performed or materials provided at the time the next periodic payment shall be due.
6. All change orders shall be in writing and signed both by Owner and Contractor, and shall be incorporated in, and become part of the contract.
7. Contractor warrants it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of Contractor or its employees or subcontractors.
8. Contractor shall, at its own expense, obtain all permits necessary for the work to be performed.
9. Contractor agrees to remove all debris and leave the premises in broom clean condition.
10. In the event Owner shall fail to pay any periodic or installment payment(s) due hereunder, Contractor may cease work without breach pending payment or resolution of any dispute.
11. All disputes hereunder shall be resolved by binding arbitration in accordance with rules of the American Arbitration Association.
12. Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty or general unavailability of materials.
13. Contractor warrants all work for a period of months following completion.

Article 6. Additional Terms

1. Contractor will not be held responsible for any and all existing framing or existing deviations that may be noticeable to the naked eye unless those said areas are spelled out in detail within this Agreement's Scope of Work and are being specifically addressed as noted. If areas of concern are found during installation, the same will be brought to the attention of the Owner in writing. Owner will then have the option, at their discretion, to either leave the area in question unattended or have the Contractor provide an

estimate for the performance of additional work for that area. Contractor and Owner will execute a written document with regard to the Change in the Work.

2. Contractor will not be held responsible for any unforeseen or concealed conditions which may not be detectable or observable prior to commencing or completing the work.

3. This contract does not include mold abatement or asbestos removal. If mold or asbestos are discovered at any point during this Project, Contractor shall immediately cease work until Owner addresses the issue to Contractor's satisfaction.

4. Owner is responsible for ensuring that adults, children and pets do not interfere with the Project's progress or Contractor's access to the Project site.

5. Contractor will follow all Material Specifications within the Manufacturer's Warranty, if any.

6. If, for any reason, the Contract specifications or Scope of Work are changed, unforeseen items or derivations are detected, the Project experiences adverse weather conditions or other unforeseen circumstance, or the Owner alters the course of the installation during the course of the performance of the Work, the Project's completion date will be impacted. Upon the occurrence of an event delaying the completion of the Project, Contractor will provide Owner with a new anticipated Date of Completion.

7. If this agreement is terminated, Contractor will be entitled to receive payment for its Work executed, materials supplied, and any other costs incurred, along with reasonable overhead and profit from the Work executed and materials supplied plus any custom materials which are unable to be cancelled or restocked, any restocking fees, and shipping costs, plus interest, attorneys' fees, expert fees, and expenses of litigation, including appeals.

Name and Title of representative who solicited or negotiated this contract:

Rion R. Paige, M.S.
Marketing/Sales Manager
A&S Contracting & Roofing, LLC

Signed this 17th day of November, 2021.

Signed in the presence of:

Witness

Witness

Name of Owner:	
By (Signature):	

Name of Contractor:	A&S Contracting & Roofing, LLC
By (Signature):	
Street Address:	201 Bardine Road
City/State/Zip:	Crabtree, PA 15624
Telephone No.:	(724) 217-1700
Contractor's Licenser No.:	32700





NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE

Mag. Dist. No: MDJ-36-3-04
MDJ Name: Honorable Felicia Santillan
Address: 1515 Gringo Road
State Route 151
Aliquippa, PA 15001
Telephone: 724-770-2004

Steve (A&S Construction) Spallone

Docket No: MJ-36304-CV-0000088-2022
Case Filed: 5/12/2022

Disposition Summary (cc - Cross Complaint)

Docket No	Plaintiff	Defendant	Disposition	Disposition Date
MJ-36304-CV-0000088-2022		Steve (A&S Construction) Spallone	Default Judgment for Plaintiff	07/25/2022

Judgment Summary

Participant	Joint/Several Liability	Individual Liability	Amount
Steve (A&S Construction) Spallone	\$0.00	\$11,390.50	\$11,390.50

Judgment Finding (*Post Judgment)

In the matter of Steve (A&S Construction) Spallone on MJ-36304-CV-0000088-2022, on 7/25/2022 the judgment was awarded as follows:

Judgment Component	Joint/Several Liability	Individual Liability	Security Deposit Applied	Amount
Civil Judgment	\$0.00	\$11,000.00		\$11,000.00
Costs	\$0.00	\$390.50		\$390.50
Grand Total:				\$11,390.50

Comments:

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR MAGISTERIAL DISTRICT JUDGES, IF THE JUDGMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS OR THE PHILADELPHIA MUNICIPAL COURT, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS OR THE PHILADELPHIA MUNICIPAL COURT AND NO FURTHER PROCESS MAY BE ISSUED BY THE MAGISTERIAL DISTRICT JUDGE.

UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS OR THE PHILADELPHIA MUNICIPAL COURT, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE MAGISTERIAL DISTRICT JUDGE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

7/25/22
Date

F. E. Santillan
Magisterial District Judge Felicia Santillan



I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

Date

Magisterial District Judge



COMMONWEALTH OF PENNSYLVANIA, : CIVIL DIVISION
OFFICE OF ATTORNEY GENERAL, :
BY ATTORNEY GENERAL :
DAVID W. SUNDAY, JR., :
 : No.
 :
Plaintiff, :
 :
v. :
STEPHEN M. SPALLONE, :
individually and as owner of :
A&S Contracting & Roofing LLC, :
 :
and :
 :
A&S CONTRACTING & ROOFING, LLC, :
 :
Defendants. :

Megan Herr
Consumer Protection Agent