

IN THE COURT OF COMMON PLEAS OF
LUZERNE COUNTY, PENNSYLVANIA

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

Plaintiff

v.

INDEPENDENT CONSTRUCTION
BUILDERS, LLC

and

VINCENT VINCE, individually and as managing
member of Independent Construction Builders, LLC,
and d/b/a Independent Construction

Defendants

No.: 2020-10525

CIVIL ACTION –
EQUITY

ORDER

AND NOW, this _____ day of _____, 20____, upon
consideration of the Petition for Contempt filed by the Commonwealth of Pennsylvania,
Office of Attorney General (herein the “Commonwealth”), and any responses or other
proceedings related thereto, it is hereby **ORDERED, ADJUDGED and DECREED** that
said Petition for Contempt is **GRANTED**. The Prothonotary is hereby directed to
enter Judgment in favor of Petitioner, Commonwealth of Pennsylvania, Office of
Attorney General, and against Independent Construction Builders, LLC and
Vincent Vince in the amount of Thirty-Five Thousand and 00/100 Dollars (\$35,000.00)
as specified below:

A. Defendants, Independent Construction Builders, LLC and Vincent Vince, have violated the terms of the Court Order dated December 31, 2024 and Supplemental Opinion/Order dated May 16, 2025.

B. The Commonwealth's Petition is GRANTED, and Defendants, Independent Construction Builders, LLC and Vincent Vince, are hereby found to be in contempt of Court for failure to comply with the Order dated December 31, 2024 and Supplemental Opinion/Order dated May 16, 2025.

C. Defendants, pursuant to this Court's Order dated December 31, 2024, shall immediately pay to the Commonwealth of Pennsylvania the full amount of Ninety-One Thousand One Hundred and Eighty Nine 00/100 Dollars (\$91,189.00) owed to the Commonwealth under said December 31, 2024 Order.

D. Defendant Vincent Vince shall be incarcerated until he pays to the Commonwealth of Pennsylvania the full amount of Ninety-One Thousand One Hundred and Eighty Nine 00/100 Dollars (\$91,189.00) that is due and owing under said December 31, 2024 Order.

E. Judgment is hereby entered in favor of the Commonwealth and against Defendants, Independent Construction Builders, LLC and Vincent Vince in the additional amount of Thirty-Five Thousand and 00/100 Dollars (\$35,000.00), which constitutes the following:

1. restitution in the amount of Nine Thousand and 00/100 Dollars (\$9,000.00) pursuant to Section 201-8(a) of the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. § 201, *et seq.*, (herein "UTPCPL"), which amount

shall be distributed by the Commonwealth to the consumers who are referenced in the Commonwealth's Contempt Petition for said amounts of restitution;

2. civil penalties pursuant to Section 201-8(a) of the UTPCPL in the amount of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) for the violations of this Court's Orders; and

3. costs in the amount of One Thousand and 00/100 Dollars (\$1,000.00), which shall be distributed to the Commonwealth of Pennsylvania, Office of Attorney General, to reimburse the costs incurred by the Commonwealth;

4. Defendants Independent Construction Builders, LLC and Vincent Vince shall be jointly and severally liable for and shall pay to the Commonwealth such additional judgment amount within thirty (30) days of the date of this Order.

F. In addition to the injunctive relief set forth in the December 31, 2024 Order, Defendant Vincent Vince is prohibited from working in any capacity whereby he can sell home improvement services, enter into home improvement contracts, and/or register in any capacity as a home improvement contractor with the Pennsylvania Office of Attorney General, Bureau of Consumer Protection, pursuant to Section 517.3(a) of HICPA.

G. If he is found by this Court or any Court of competent jurisdiction in the future to violate either this Order or the previous Orders of this Court, Defendant Vincent Vince shall be incarcerated until he purges himself of his contempt to the satisfaction of this Court.

H. All provisions and injunctions contained in this Court's Order dated December 31, 2024, and May 16, 2025 Supplemental Opinion/Order shall remain in full force and effect.

BY THE COURT:

J.

MATTHIAS C. CONATY
Deputy Attorney General
Attorney I.D. No. 321942
Commonwealth of Pennsylvania
Office of Attorney General
1600 Arch Street, Third Floor
Philadelphia, PA 19103
Telephone: (215) 478-1047
Email: mconaty@attorneygeneral.gov
Attorney for Plaintiff

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

COMMONWEALTH OF PENNSYLVANIA	:	
BY ATTORNEY GENERAL	:	
DAVID W. SUNDAY, JR.	:	
	:	
Plaintiff	:	No.: 2020-10525
	:	
v.	:	
	:	
INDEPENDENT CONSTRUCTION	:	CIVIL ACTION –
BUILDERS, LLC	:	EQUITY
	:	
and	:	
	:	
VINCENT VINCE, individually and as managing	:	
member of Independent Construction Builders, LLC,	:	
and d/b/a Independent Construction	:	
	:	
Defendants	:	

**COMMONWEALTH'S PETITION FOR RULE TO SHOW CAUSE WHY
DEFENDANTS SHOULD NOT BE HELD IN CONTEMPT OF COURT FOR
VIOLATING THE COURT'S ORDER OF DECEMBER 31, 2024 AND
SUPPLEMENTAL OPINION/ORDER OF MAY 16, 2025**

AND NOW comes the Commonwealth of Pennsylvania, acting by Attorney
General David W. Sunday, Jr., and brings this Petition for Contempt due to the failure of
Defendants Vincent Vince and Independent Construction Builders LLC to comply with

the Order of this Court dated December 31, 2024 and Supplemental Opinion/Order dated May 16, 2025. In support of this Petition, the Commonwealth avers the following:

1. Petitioner is the Commonwealth of Pennsylvania, Office of Attorney General, acting by Attorney General David W. Sunday, Jr. (“Petitioner” and/or “Commonwealth”) with offices located at 1600 Arch Street, Third Floor, Philadelphia, Pennsylvania 19103.

2. Defendant, Independent Construction Builders, LLC (“Defendant Independent Construction” and/or collectively as one of the “Defendants”) is a registered Pennsylvania limited liability company with the Pennsylvania Department of State, Bureau of Corporations and Charitable Organizations: Corporations Section (“Corporations Bureau”) with a registered address of 19 Meadow Wood Drive Tunkhannock, PA 18657.

3. Defendant, Vincent Vince (“Defendant Vincent Vince,” “Defendant” and/or collectively as one of the “Defendants”), is an adult individual who, upon information and belief, resides at 4044 Blytheburn Road, Mountain Top, Pennsylvania 18707. Defendant Vincent Vince is the managing member of Defendant Independent Construction.

4. The Commonwealth commenced this case by filing a Complaint in Equity in this Court on November 13, 2020, alleging that Defendants violated, *inter alia*, the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. §201-1, *et seq* (“UTPCPL”), and the Home Improvement Consumer Protection Act, 73 P.S. §517.1, *et seq*. (“HICPA”) by failing to complete repairs contracted for, poor workmanship,

acceptance of unlawful deposits from consumers, failing to use contracts compliant with the requirements of HICPA.

5. A trial was held in March 2024.

6. Judgment was found in favor of the Commonwealth in the Decision and Order issued by this Court on December 31, 2024 and in the Court's May 16, 2025 Supplemental Opinion/Order. A true-and-correct copy of the December 31, 2024 Order is attached hereto as **Exhibit A**. A true-and-correct copy of the May 16, 2025 Supplemental Opinion/Order is attached hereto as **Exhibit B**.

7. The December 31, 2024 Order enjoined Defendants "... from their unfair and deceptive business practices, and methods." Said Order permanently enjoined Defendants "from holding a license as a Home Improvement Contractor and enjoined [Defendants] operating a home improvement construction business."

8. The December 31, 2024 Order also directed Defendants to pay the Commonwealth \$91,189.00 as monetary relief.

9. The judgment amount includes \$79,189.00 dollars in restitution for consumers who testified in the March 2024 trial and \$12,000.00 as civil penalties pursuant to Section 201-8 of the UTPCPL.

10. To date, Defendants, Vincent Vince and Independent Construction Builders, LLC, have failed to pay any portion of the monetary judgment.

11. On January 13, 2025, Defendants filed Defendants' Motion for Post Trial Relief pursuant to Pa.R.Civ.P. 227.1.

12. On January 23, 2025, the Commonwealth filed its Response in Opposition to Defendants' Motion for Post Trial Relief Pursuant to Pa.R.Civ.P. 227.1.

13. On February 20, 2025, this Court issued an Order denying Defendants' Motion for Post Trial Relief Pursuant to Pa.R.Civ.P. 227.1.

14. On March 20, 2025, Defendants filed a Notice of Appeal of this Court's December 31, 2024 Order and February 20, 2025 Order denying Defendants' Motion for Post Trial Relief Pursuant to Pa.R.Civ.P. 227.1.

15. Also on March 20, 2025, Defendants filed an Application for a Stay of Verdict and Order of Pending Appeal to Commonwealth Court.

16. Defendants' March 20, 2025 Application for a Stay averred that Appellants are " ... willing to post an Appeal or Supersedas [sic] Bond, in the amount of security set by this Honorable Court, as set forth in Pennsylvania Rule R.A.P. 1733 (c)."¹

17. On March 31, 2025, the Commonwealth filed a Response in Opposition to Defendants' Application for a Stay of Verdict and Order Pending Appeal to Commonwealth Court.

18. On May 16, 2025, this Court issued a Supplemental Opinion pursuant to the requirements of Pennsylvania Rule of Appellate Procedure No. 1925(a). The Court's Supplemental Opinion/Order incorporated the December 31, 2024 Order and December 31, 2024 Findings of Fact and Conclusions of Law.

19. Following an oral argument on April 10, 2025, on May 20, 2025, this Court denied Defendants' Application for a Stay of Verdict and Order Pending Appeal to Commonwealth Court.

20. On May 27, 2025, the undersigned counsel for the Commonwealth sent an e-mail to counsel for the Defendants with written notice advising that, in light of the

¹ See *Application of the Defendants/Appellants for a Stay of Verdict and Order of Court Pending Appeal to the Pennsylvania Commonwealth Court*, paragraph 6, page 2.

Court's denial of Defendants' Application for a Stay of Verdict and Order Pending Appeal, the Defendants are expected to be in full compliance with the injunctive and monetary provisions of the Court's December 31, 2024 Order, and requesting confirmation of such compliance. A true-and-correct copy of the May 27, 2025 e-mail is attached hereto as **Exhibit C**.

21. As of the date of this filing, Counsel for the Defendants has not replied to the Commonwealth's May 27, 2025 e-mail.

22. On June 18, 2025, Defendants filed in the Commonwealth Court an Application for Stay of the Lower Court's Order Pending Appeal in the Commonwealth Court.

23. Defendants' June 18, 2025 Application for Stay in the Commonwealth Court averred that they are "... willing to post an Appeal or Supersedas [sic] Bond, in the amount of security set by this Honorable Court, as set forth in Pennsylvania Rule R.A.P. 1733 (c)."²

24. On July 2, 2025, the Commonwealth filed Appellee's Response in Opposition to Appellants' Application for Stay Pending Appeal.

25. On September 3, 2025, oral argument was held on the Application for Stay via telephonic conference before the Honorable Matthew S. Wolf of the Commonwealth Court.

26. On September 17, 2025, Judge Wolf issued a Memorandum and Order for the Commonwealth Court, denying Appellants' Application for Stay. A true-and-correct copy of the September 17, 2025 Memorandum and Order is attached hereto as **Exhibit D**.

² See Defendants' *Application for a Stay of the Lower Court's Order Pending Appeal* at paragraph 10 (unpaginated).

27. This Court (the Luzerne County Court of Common Pleas) retains jurisdiction to enforce its December 31, 2024 Order. Pursuant to Pennsylvania Rule of Appellate Procedure 1701 (b) (2), in pertinent part, “(b) Authority of a trial court or other government unit after appeal.—After an appeal is taken ... the trial court ... may: ... (2) Enforce any order entered in the matter, unless the effect of the order has been superseded as prescribed in this chapter.” Pa.R.A.P. 1701.

28. Despite this Court’s denial of Defendants’ Application for Stay and the Commonwealth Court’s subsequent denial of Defendants’ Application for Stay, Defendants are willfully and brazenly continuing to operate a home improvement business in Pennsylvania, in violation of this Court’s December 31, 2024 Order and May 16, 2025 Supplemental Opinion/Order.

29. Specifically, since the December 31, 2024 Order was issued, Defendant Vincent Vince has offered home improvement proposals and entered into multiple home improvement contracts with unsuspecting consumers for home improvement work in Pennsylvania. During this same time period, Defendant Vincent Vince has repeatedly taken large fifty percent deposits for the home improvement work, totaling thousands of dollars.

30. With respect to at least one of these consumers, Defendant Vincent Vince did not complete the contracted-for work, nor has Defendant Vincent Vince returned the consumer’s deposit.

31. As of the date of this filing, Defendants’ Web site, www.independentconstructionnepa.com is still operational and largely unchanged from its form prior to the December 31, 2024 Order.

32. Said web site functions as an advertising and marketing tool for Defendants Vincent Vince and Independent Construction Builders, LLC, to find new home improvement customers in Pennsylvania, even though Defendants are permanently enjoined by this Court from operating a home improvement business in Pennsylvania.

33. Subsequent to the December 31, 2024 Order, Defendants have continued to include the e-mail address independentconstruction1999@gmail.com on said company web site.

34. Both the web site www.independentconstructionnepa.com and the e-mail address independentconstruction1999@gmail.com have appeared on the numerous proposals/contracts that Defendants have offered to consumers after the Court's December 31, 2024 Order was issued.

35. Defendants have continued to use the business phone number (570) 561-9445 for Independent Construction subsequent to the Court's December 31, 2024 Order on Defendants' web site and elsewhere.

36. As of the date of this filing, Defendants' public web site, www.independentconstructionnepa.com, includes an About page featuring the same business phone number (570) 561-9445, Defendants' original Independent Construction logo, a Request a Quote page seeking new business and multiple purported consumer endorsements that reference Defendant Vincent Vince and home improvement projects that are dated subsequent to the Court's December 31, 2024 Order. A true-and-correct copy of timed and dated screenshots of a selection of these dated consumer endorsements, the top of the main web site page, the About page (<https://independentconstructionnepa.com/about/>) and the Request A Quote page

(<https://independentconstructionnepa.com/request-a-quote/>) is attached to the Commonwealth's Petition as **Exhibit E**.³

37. Defendants' proposals/contracts obtained by the Commonwealth through investigation subsequent to the Court's December 31, 2024 Order also have Defendants' original Independent Construction logo at the top of each page.

38. In multiple instances, the proposals/contracts obtained by the Commonwealth through investigation subsequent to the Court's December 31, 2024 Order appear to include the electronic signature of Defendant Vincent Vince.

39. Subsequent to the Court's December 31, 2024 Order, Defendant Vincent Vince has visited multiple Luzerne County, Pennsylvania consumers' homes to conduct in-home consultations and estimates.

40. Upon information and belief, on or about March 12, 2025, Defendant Vincent Vince registered or directed his son Tyler Anthony Vince, to register "Independent Builders, LLC," with the Bureau of Consumer Protection. Such business was registered in the name of Tyler Anthony Vince as Owner and lists Defendant Vincent Vince's home address of 4044 Blytheburn Road, Mountain Top, Pennsylvania 18707.

41. "Independent Builders, LLC" is not registered as a limited liability company with the Pennsylvania Department of State.

42. The Office of Attorney General has become aware through investigation of at least five instances of Defendants contracting for and in some instances performing home improvement work for consumers after the December 31, 2024 Order, in violation of the December 31, 2024 Order.

³ Defendants' Web site www.independentconstructionnepa.com was accessed by Consumer Protection Agent Thomas Grieser for the Commonwealth on October 30, 2025.

43. In early May 2025, Consumer One, a Luzerne County consumer of Mountaintop, Pennsylvania, visited Defendants' web site, www.independentconstructionnepa.com, and subsequently called the business to inquire about home improvement services. Defendant Vincent Vince personally visited Consumer One's home on or about May 30, 2025 to prepare a bid for a siding home improvement job. Consumer One entered into a contract with Defendants that is dated May 30, 2025. The contract includes the phrase, "Licensed & Insured." The Pennsylvania Home Improvement Contractor registration number PA110912 appears on the top right of the contract. PA110912 is the HICPA registration number previously issued to Defendants Vincent Vince and Independent Construction Builders, LLC. Following this Court's December 31, 2024 Order, PA110912 was deactivated by the Bureau on Consumer Protection on or about January 3, 2025. The Defendants' web site www.independentconstructionnepa.com and the e-mail address independentconstruction1999@gmail.com both appear on the face of the contract. The Defendants' business phone number, (570) 561-9445, is included on the contract.

44. The apparent electronic signature of Defendant Vincent Vince appears on the face of the contract. The contract features Defendants' original Independent Construction logo at the top of both pages of the contract. The contract is for removal and replacement of the exterior siding on the home and detached garage. The total cost of the project was \$25,000.00. Defendants required a fifty percent deposit of \$12,500.00 that was paid by Consumer One to Defendants. Although no start date or estimated date of completion was supplied on the contract, Defendant Vincent Vince orally promised that Defendants would begin the work in two to three weeks from the signing of the

contract and receipt of the deposit. After work had not commenced on the project by early July 2025, Consumer One contacted Defendant Vincent Vince to complain about the delay. Defendants began work on the home improvement project on July 21, 2025 and completed the project on July 29, 2025. A redacted copy of the contract given by the Defendants to Consumer One is attached hereto as **Exhibit F**.

45. In early March 2025, Consumer Two, a Luzerne County consumer, learned of Defendants' home improvement services the Internet and contacted Defendants regarding the replacement of a porch on behalf of her elderly uncle of Lucerne, Pennsylvania. Defendant Vincent Vince told Consumer Two that he would visit her uncle's property and provide an estimate. Defendant Vincent Vince then met with Consumer Two at her home. Defendant Vincent Vince told Consumer Two that he would send an e-mail to her with a proposal for the home improvement work. On March 4, 2025, upon information and belief, Defendant Vincent Vince sent an e-mail from Defendants' business e-mail address, independentconstruction1999@gmail.com, with a home improvement proposal to Consumer Two. Defendant Vince wrote to Consumer Two in the e-mail, "Attached is the updated porch estimate. Any questions please let me know. Thank you Vince." On July 30, 2025, Consumer Two forwarded said e-mail to Agent Thomas Grieser of the Bureau of Consumer Protection, Office of Attorney General. A redacted copy of the e-mail from Defendant Vincent Vince and the updated proposal that was attached to the e-mail and sent by Defendant Vincent Vince to Consumer Two is attached hereto as **Exhibit G**.

46. Consumer Two signed and returned the contract for home improvement that Consumer Two had received from Defendants. The signed contract is dated March 5,

2025. The contract includes the phrase, "Licensed & Insured." The Pennsylvania Home Improvement Contractor registration number PA110912 appears on the top right of the contract. The Defendants' web site www.independentconstructionnepa.com and e-mail address independentconstruction1999@gmail.com both appear on the face of the contract provided to Consumer Two. The Defendants' business phone number, (570) 561-9445, is included on the contract. The Defendants' original Independent Construction logo is at the top of the contract. The contract is for a new front porch with composite decking and vinyl rails. The total cost of the project was \$14,400.00. A fifty two percent deposit of \$7,500.00 was required to be paid by Consumer Two to the Defendants. No start date or estimated date of completion was supplied on the contract. A redacted copy of the contract given by the Defendants to Consumer Two is attached hereto as **Exhibit H**.

47. Consumer Three, a Luzerne County consumer of Shavertown, Pennsylvania, entered into a contract for home improvement with the Defendants that is dated May 5, 2025. The contract includes the phrase, "Licensed & Insured." The Pennsylvania Home Improvement Contractor registration number PA110912 appears on the top right of the contract. The Defendants' web site www.independentconstructionnepa.com and e-mail address independentconstruction1999@gmail.com both appear on the face of the contract provided to Consumer Two. The Defendants' business phone number, (570) 561-9445, is included on the contract. The apparent electronic signature of Defendant Vincent Vince appears on the face of the contract. The Defendants' original Independent Construction logo is at the top of the contract. The contract is for removal of existing siding and installation of new siding, installation of new construction grid windows, installation of

new soffit, fascia, gutters and downspouts and related home improvement work. The total cost of the project was \$21,200.00. A fifty percent deposit of \$10,600.00 was required to be paid by Consumer Three to the Defendants. No start date or estimated date of completion was supplied on the contract. Work began on the job in early June 2025 and was completed by late summer 2025. A redacted copy of the contract given by the Defendants to Consumer Three is attached hereto as **Exhibit I**.

48. Consumer Four, a Luzerne County consumer of Kingston, Pennsylvania, received a proposal from Defendants that is dated February 12, 2025, but decided not to enter into a contract with Defendants. The proposal includes the phrase, "Licensed & Insured." The Pennsylvania Home Improvement Contractor registration number PA110912 appears on the top right of the proposal. The Defendants' web site www.independentconstructionnepa.com and e-mail address independentconstruction1999@gmail.com both appear on the face of the proposal provided to Consumer Two. The Defendants' business phone number, (570) 561-9445, is included on the proposal. The apparent electronic signature of Defendant Vincent Vince appears on the face of the proposal. The Defendants' original Independent Construction logo is at the top of the proposal. The proposal is for removal of existing siding and installation of new siding, installation of new construction grid windows, installation of new soffit, fascia, gutters and downspouts and related home improvement work. The total cost of the project was \$60,000.00. A fifty percent deposit of \$30,000.00 was required to be paid by Consumer Four to the Defendants. No start date or estimated date of completion was supplied on the proposal. A redacted copy of the proposal given by the Defendants to Consumer Four is attached hereto as **Exhibit J**.

49. Consumer Five, a Luzerne County consumer of Luzerne, Pennsylvania, received a contract from Defendants that is dated May 19, 2025. The contract includes the phrase, "Licensed & Insured." The Pennsylvania Home Improvement Contractor registration number PA110912 appears on the top right of the contract. The apparent electronic signature of Defendant Vincent Vince appears on the face of the contract. The Defendants' original Independent Construction logo is at the top of the contract. The contract is for the removal of a small existing deck, the installation of a new deck and related home improvement work. The total cost of the project was \$18,000.00. A fifty percent deposit of \$9,000.00 was required to be paid by Consumer Five to the Defendants. No start date or estimated date of completion was supplied on the contract. Upon information and belief, Consumer Five paid Defendants on May 19, 2025, with a personal check for \$9,000.00 made payable to "Independent Construction." Throughout the summer of 2025, there were multiple delays and excuses from Defendants as to why they had not started the work. In mid-August 2025, Defendants removed a small existing deck but failed to do anything else to complete the job. Consumer Five subsequently attempted to reach Defendants repeatedly but Defendants failed to respond. On September 23, 2025, counsel for Consumer Five sent a demand letter to Defendants seeking return of the deposit. Defendants did not provide any documentation of any materials purchased for the job. Defendants did not complete nearly all of the contracted-for work, nor have they returned any portion of the \$9,000.00 deposit. A redacted copy of the contract given by the Defendants to Consumer Five is attached hereto as **Exhibit K**.

50. A classified item appeared in July 11, 2025 The Luzerne Legal Register, Vol. 115, on page 48, stating, "Notice: Vince Family Construction, Inc. has been

incorporated under the provisions of the Pennsylvania Business Corporation Law of 1988, as amended. Andrew J. Katsock, III, Esquire 15 Sunrise Drive, Wilkes-Barre, PA 18705. A true-and-correct copy of the July 11, 2025 classified notice as published in The Luzerne Legal Register is attached hereto as **Exhibit L**.

51. The incorporation of Vince Family Construction, Inc., was filed with the Pennsylvania Department of State on June 30, 2025. Tyler Anthony Vince, son of Defendant Vincent Vince, is listed as the incorporator. The registered office of the corporation is listed as 220 Elm Street, Dupont, Pennsylvania 18641-1954. Upon information and belief, 220 Elm Street is the residence of Tyler Anthony Vince.

52. Upon information and belief, on or about July 14, 2025, Defendant Vincent Vince registered or had his son Tyler Anthony Vince, to register “Vince Family Construction, Inc.,” with the Bureau of Consumer Protection. Such business was registered in the name of Tyler Anthony Vince as Owner and lists Defendant Vincent Vince’s home address of 4044 Blytheburn Road, Mountain Top, Pennsylvania 18707. The description of the business submitted by the registrant is, “General construction, roofing, siding, decks and remodeling.” The Defendants’ business phone number, (570) 561-9445, was submitted with the registration. The Defendants’ e-mail address, independentconstruction1999@gmail.com, was also submitted with the registration.

53. The Commonwealth believes and therefore avers that Vince Family Construction, Inc. is being operated by Defendant Vincent Vince under the thinly veiled guise of his son, Tyler Anthony Vince, functioning as the incorporator and registrant with the Pennsylvania Department of State and Bureau of Consumer Protection, respectively.

54. As set forth in detail above, Defendants' web site, business phone and e-mail address and the Independent Construction logo have been presented to the public online and in proposals/contract consistently since this Court's December 31, 2024 Order was issued. Despite the clear injunction from the Court in the December 31, 2024 Order prohibiting him from operating a home improvement business, Defendant Vincent Vince continues to interact with unsuspecting consumers as the owner of Independent Construction Builders, LLC doing business as "Independent Construction" or "Vince Family Construction."

55. Section 201-8(a) of the UTPCPL states, in part,

"Any person who violates the terms of an injunction issued under section 4 of this act or any of the terms of an assurance of voluntary compliance duly filed in court under section 5 of this act shall forfeit and pay to the Commonwealth a civil penalty of not more than five thousand dollars (\$5,000) for each violation. ..."
73 P.S. 201-8(a).

56. "The purpose of a civil contempt proceeding is remedial, and judicial sanctions are employed (1) to coerce the defendant into compliance with the court's order, and (2) in some instances to compensate the complainant for losses sustained..."
Philadelphia Marine Trade Ass'n v. Int'l Longshoremen's Ass'n, Local Union No 1291, 140 A.2d 814, 818 (Pa. 1958).

57. "'The use of the power to enforce compliance is exercised with the objective of compelling performance and not inflicting punishment.' Commonwealth ex rel. Beghian v. Beghian, supra, 408 Pa. at 414, 184 A.2d at 272." *Barrett v Barrett*, 368 A.2d 616, 620 (Pa. 1977).

58. "For a person to be found in civil contempt, the moving party must prove that: (1) the contemnor had notice of the specific order or decree that he disobeyed; (2)

the act constituting the violation was volitional; and (3) the contemnor acted with wrongful intent.” *Gunther v Bolus*, 853 A.2d 1014, 1017 (Pa. Super. 2004). “The order alleged to have been violated ‘must be definite, clear, and specific—leaving no doubt or uncertainty in the mind of the contemnor of the prohibited conduct’ and is to be strictly construed.” *Id* (citations, footnote and emphasis omitted).

59. The burden in a civil contempt proceeding is on the complaining party to prove noncompliance by a preponderance of the evidence but the inability to comply is an affirmative defense which must be proved by the alleged contemnor. *Barrett*, 368 A.2d at 621. *Barrett*, 368 A.2d at 621.

60. The Orders of this Court as specified herein above are definite, clear, and specific, and leave no doubt or uncertainty.

61. Defendant had notice of the specific order or decree that he disobeyed, acted volitionally, and acted with wrongful intent.

62. “[T]he Court has at its disposal all of the remedies afforded by the law of civil contempt, including the power to incarcerate to force compliance.” *Com Acting by Kane v Flick*, 382 A.2d 762, 766 (Pa. Cmwlth 1978). It should be noted that every order which imposes a punishment for civil contempt should state a purge condition which upon fulfillment will result in the release of the defendant. *Knaus v. Knaus*, 387 Pa. 370, 379 (Pa. 1956).

63. Contrary to the provisions of the December 31, 2024 and May 16, 2025 Supplemental Opinion/Order, Defendant has failed to pay to the Commonwealth any portion of the monetary judgment he was ordered to pay.

64. Therefore, it is appropriate for Defendant Vincent Vince to be incarcerated until he pays to the Commonwealth of Pennsylvania the full amount of Ninety One Thousand One Hundred and Eighty Nine 00/100 Dollars (\$91,189.00) that is due and owing under this Court's December 31, 2024 Order.

65. As averred above, Defendants have offered to post a supersedeas bond in the amount of security set by this Court and subsequently a supersedeas bond in the amount of security set by Commonwealth Court.

66. There is a criminal case against Defendant Vince involving allegations of home improvement fraud pending in the Luzerne County Court of Common Pleas. *See Commonwealth v. Vince*, CP-40-0001134-2025. This case is currently scheduled for a jury trial on February 17, 2026.

67. On October 27, 2025, another criminal matter was filed on the Magisterial District Judge 11-1-6 Docket against Defendant Vince involving allegations of home improvement fraud. *See Commonwealth v. Vince*, MJ-11106-CR-0000185-2025. Notably, the alleged offense date listed on this docket is May 1, 2025.

68. Defendant has ignored the December 31, 2024 Order and May 16, 2025 Supplemental Opinion/Order, and continued to engage in trade and commerce within the Commonwealth of Pennsylvania involving the sale or provision of "home improvement" services as that term is defined in Section 517.2 after being enjoined from holding a license as a Home Improvement Contractor and enjoined from operating a home improvement construction business by the Court's December 31, 2024 Order. At least one of the consumers noted herein above have suffered harm due to Defendants' violations of this Court's Order dated December 31, 2024 and May 16, 2025

Supplemental Opinion/Order. Therefore, it is appropriate if Defendant Vincent Vince is found by this Court or any Court of competent jurisdiction in the future to violate either this Order or the previous Orders of this Court, that Defendant Vincent Vince shall be incarcerated until he purges himself of his contempt to the satisfaction of this Court.

69. Pursuant to Section 201-8 of the UTPCPL, the Commonwealth seeks the imposition of the relief set forth in the December 31, 2024 Order, the imposition of additional civil penalties, restitution, costs and the equitable relief requested herein.

WHEREFORE, the Commonwealth respectfully requests this Honorable Court enter an appropriate Order:

A. Finding that Defendants, Independent Construction Builders, LLC and Vincent Vince, have violated the terms of the Court Order dated December 31, 2024 and May 16, 2025 Supplemental Opinion/Order;

B. Granting the Commonwealth's Petition, and finding that Defendants, Independent Construction Builders, LLC and Vincent Vince, are in contempt of Court for failure to comply with the Order dated December 31, 2024 and May 16, 2025 Supplemental Opinion/Order;

C. Ordering Defendants Independent Construction Builders, LLC and Vincent Vince, pursuant to this Court's Order dated December 31, 2024, to pay the Commonwealth of Pennsylvania the full amount of Ninety-One Thousand One Hundred and Eighty-Nine 00/100 Dollars (\$91,189.00) that is due and owing to the Commonwealth under said Order within thirty (30) days of the date of the Court's Order;

D. Entering judgment in favor of the Commonwealth and against Defendants Vincent Vince and Independent Construction, LLC in the additional amount of Thirty-Five Thousand and 00/100 Dollars (\$35,000.00), which constitutes the following:

1. restitution in the amount of Nine Thousand and 00/100 Dollars (\$9,000.00) pursuant to Section 201-4.1 of the UTPCPL, which amount shall be distributed by the Commonwealth to the consumers who are referenced in the Commonwealth's Contempt Petition for said amount of restitution;
2. civil penalties pursuant to Section 201-8(a) of the UTPCPL in the amount of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) for the violations of this Court's Orders; and
3. costs in the amount of One Thousand and 00/100 Dollars (\$1,000.00), which shall be distributed to the Commonwealth of Pennsylvania, Office of Attorney General, to reimburse the costs incurred by the Commonwealth;
4. Defendants Independent Construction, LLC and Vincent Vince shall be jointly and severally liable for and shall pay to the Commonwealth such judgment amount within thirty (30) days of the date of this Order;

E. In addition to the injunctive relief set forth in the December 31, 2024 Order, Defendant Vincent Vince is prohibited from working in any capacity whereby he can sell home improvement services, enter into home improvement contracts, and/or register in any capacity as a home improvement contractor with the Pennsylvania Office of Attorney General, Bureau of Consumer Protection, pursuant to Section 517.3(a) of HICPA.;

F. Incarcerating Defendant Vincent Vince until he pays to the Commonwealth of Pennsylvania the full amount of Ninety-One Thousand One Hundred and Eighty-Nine 00/100 Dollars (\$91,189.00) that is due and owing under said December 31, 2024 Order.

G. If Defendant Vince is found by this Court or any Court of competent jurisdiction in the future to violate either this Order or the previous Orders of this Court, he shall be incarcerated until he purges himself of his contempt to the satisfaction of this Court;

H. Ordering that all provisions and injunctions contained in this Court's Order dated December 31, 2024 and May 16, 2025 Supplemental Opinion/Order, shall remain in full force and effect; and

I. Granting such other and further relief as the Court may deem appropriate.


Respectfully Submitted,

COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

DAVID W. SUNDAY, JR.
Attorney General

Date: 12/10/2025

By:


MATTHIAS C. CONATY
Deputy Attorney General
PA Attorney I.D. No. 321942
Office of Attorney General
1600 Arch Street, Third Floor
Philadelphia, PA 19103
Phone: (215) 478-1047
Email: mconaty@attorneygeneral.gov

VERIFICATION

I, Thomas Grieser, hereby state that I am a Consumer Protection Agent with the Office of Attorney General, Bureau of Consumer Protection, and 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 Commonwealth's Petition for Rule to Show Cause Why Defendants Independent Construction Builders, LLC and Vincent Vince Should Not Be Held in Contempt of Court for Violating the Court's Order of December 31, 2024 and Supplemental Opinion/Order of May 16, 2025 ("Contempt Petition") are true and correct to the best of my knowledge, or information and belief.

I understand that the statements contained herein are subject to the penalties of 18 Pa. C.S.A. § 4904 relating to unsworn falsification to authorities.

DATE: 12/10/25

By: 
Thomas Grieser
Consumer Protection Agent

IN THE COURT OF COMMON PLEAS OF
LUZERNE COUNTY, PENNSYLVANIA

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

Plaintiff

v.

INDEPENDENT CONSTRUCTION
BUILDERS, LLC

and

VINCENT VINCE, individually and as managing
member of Independent Construction Builders, LLC,
and d/b/a Independent Construction

Defendants

No.: 2020-10525

CIVIL ACTION -
EQUITY

CERTIFICATE OF COMPLIANCE

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

Respectfully Submitted,

COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

DAVID W. SUNDAY, JR.
Attorney General

Date: 12/10/2025

By:

Matthias C. Conaty
MATTHIAS C. CONATY
Deputy Attorney General
PA Attorney I.D. No. 321942

IN THE COURT OF COMMON PLEAS OF
LUZERNE COUNTY, PENNSYLVANIA

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

Plaintiff

v.

INDEPENDENT CONSTRUCTION
BUILDERS, LLC

and

VINCENT VINCE, individually and as managing
member of Independent Construction Builders, LLC,
and d/b/a Independent Construction

Defendants

No.: 2020-10525

CIVIL ACTION -
EQUITY

CERTIFICATE OF SERVICE


I, Matthias C. Conaty, Deputy Attorney General, do hereby certify that on the
date indicated below, a true-and-correct copy of the *Commonwealth's Petition for Rule to
Show Cause Why Defendants Should Not Be Held in Contempt of Court for Violating the
Court's Order of December 31, 2024 and Supplemental Opinion/Order of May 16, 2025*,
with proposed rule to show cause, comprehensive brief in support and proposed order,
was sent via electronic mail and via first class mail, postage prepaid to:

ajkesq@comcast.net

and

15 Sunrise Drive
Wilkes-Barre, PA 18705

Date: 12/10/2025


MATTHIAS C. CONATY
Deputy Attorney General

Office of Attorney General
1600 Arch Street, Third Floor
Philadelphia, PA 19103
Phone: (215) 478-1047
Email: mconaty@attorneygeneral.gov

MATTHIAS C. CONATY
Deputy Attorney General
Attorney I.D. No. 321942
Commonwealth of Pennsylvania
Office of Attorney General
1600 Arch Street, Third Floor
Philadelphia, PA 19103
Telephone: (215) 478-1047
Email: mconaty@attorneygeneral.gov
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF
LUZERNE COUNTY, PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA	:	
BY ATTORNEY GENERAL	:	
DAVID W. SUNDAY, JR.	:	
	:	
Plaintiff	:	No.: 2020-10525
	:	
v.	:	
	:	
INDEPENDENT CONSTRUCTION	:	CIVIL ACTION –
BUILDERS, LLC	:	EQUITY
and	:	
	:	
VINCENT VINCE, individually and as managing	:	
member of Independent Construction Builders, LLC,	:	
and d/b/a Independent Construction	:	
	:	
Defendants	:	

COMMONWEALTH'S BRIEF IN SUPPORT OF ITS PETITION FOR RULE TO SHOW
CAUSE WHY DEFENDANTS SHOULD NOT BE HELD IN CONTEMPT OF COURT
FOR VIOLATING THE COURT'S ORDER OF DECEMBER 31, 2024 AND
SUPPLEMENTAL OPINION/ORDER OF MAY 16, 2025

I. MATTER BEFORE THE COURT

The Commonwealth of Pennsylvania, Office of Attorney General by Attorney General David W. Sunday, Jr. (hereinafter the "Commonwealth"), submits this brief in support of its *Petition for Rule to Show Cause Why Defendants Should be Held in Contempt for Failure to Comply with the Order of this Court dated December 31, 2024 and Supplemental Opinion/Order*

Dated May 16, 2025 ("Petition"). The Commonwealth's *Petition*, and any exhibits attached thereto, are incorporated herein by reference as if set forth at length.

II. STATEMENT OF QUESTION INVOLVED

WHETHER DEFENDANTS SHOULD BE HELD IN CONTEMPT FOR FAILING TO COMPLY WITH THIS COURT'S ORDERS OF DECEMBER 31, 2024 AND MAY 16, 2025?

ANSWER: YES

III. FACTS

A. Procedural Background

Petitioner is the Commonwealth of Pennsylvania, Office of Attorney General, acting by Attorney General David W. Sunday, Jr. ("Petitioner" and/or "Commonwealth") with offices located at 1600 Arch Street, Third Floor, Philadelphia, Pennsylvania 19103.

Defendant, Independent Construction Builders, LLC ("Defendant Independent Construction" and/or collectively as one of the "Defendants") is a registered Pennsylvania limited liability company with the Pennsylvania Department of State, Bureau of Corporations and Charitable Organizations: Corporations Section ("Corporations Bureau") with a registered address of 19 Meadow Wood Drive Tunkhannock, PA 18657. Defendant, Vincent Vince ("Defendant Vincent Vince," "Defendant" and/or collectively as one of the "Defendants"), is an adult individual who, upon information and belief, resides at 4044 Blytheburn Road, Mountain Top, Pennsylvania 18707. Defendant Vincent Vince is the managing member of Defendant Independent Construction.

The Commonwealth commenced this case by filing a Complaint in Equity in this Court on November 13, 2020, alleging that Defendants violated, *inter alia*, the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. §201-1, *et seq.* ("UTPCPL"), and the Home Improvement Consumer Protection Act, 73 P.S. §517.1, *et seq.* ("HICPA") by failing to

complete repairs contracted for, poor workmanship, acceptance of unlawful deposits from consumers, failing to use contracts compliant with the requirements of HICPA.

A trial was held in March 2024. Judgment was found in favor of the Commonwealth in the Decision and Order issued by this Court on December 31, 2024 and in the Court's May 16, 2025 Supplemental Opinion/Order.

The December 31, 2024 Order enjoined Defendants "... from their unfair and deceptive business practices, and methods." Said Order permanently enjoined Defendants "from holding a license as a Home Improvement Contractor and enjoined [Defendants] operating a home improvement construction business." The December 31, 2024 Order also directed Defendants to pay the Commonwealth \$91,189.00 as monetary relief. The judgment amount includes \$79,189.00 dollars in restitution for consumers who testified in the March 2024 trial and \$12,000.00 as civil penalties pursuant to Section 201-8 of the UTPCPL. To date, Defendants, Vincent Vince and Independent Construction Builders, LLC, have failed to pay any portion of the monetary judgment.

On January 13, 2025, Defendants filed Defendants' Motion for Post Trial Relief pursuant to Pa.R.Civ.P. 227.1. On January 23, 2025, the Commonwealth filed its Response in Opposition to Defendants' Motion for Post Trial Relief Pursuant to Pa.R.Civ.P. 227.1. On February 20, 2025, this Court issued an Order denying Defendants' Motion for Post Trial Relief Pursuant to Pa.R.Civ.P. 227.1. On March 20, 2025, Defendants filed a Notice of Appeal of this Court's December 31, 2024 Order and February 20, 2025 Order denying Defendants' Motion for Post Trial Relief Pursuant to Pa.R.Civ.P. 227.1. Also on March 20, 2025, Defendants filed an Application for a Stay of Verdict and Order of Pending Appeal to Commonwealth Court.

Defendants' March 20, 2025 Application for a Stay averred that Appellants are “... willing to post an Appeal or Supersedas [sic] Bond, in the amount of security set by this Honorable Court, as set forth in Pennsylvania Rule R.A.P. 1733 (c).”¹ On March 31, 2025, the Commonwealth filed a Response in Opposition to Defendants' Application for a Stay of Verdict and Order Pending Appeal to Commonwealth Court.

On May 16, 2025, this Court issued a Supplemental Opinion pursuant to the requirements of Pennsylvania Rule of Appellate Procedure No. 1925(a). The Court's Supplemental Opinion/Order incorporated the December 31, 2024 Order and December 31, 2024 Findings of Fact and Conclusions of Law. Following an oral argument on April 10, 2025, on May 20, 2025, this Court denied Defendants' Application for a Stay of Verdict and Order Pending Appeal to Commonwealth Court.

On May 27, 2025, the undersigned counsel for the Commonwealth sent an e-mail to counsel for the Defendants with written notice advising that, in light of the Court's denial of Defendants' Application for a Stay of Verdict and Order Pending Appeal, the Defendants are expected to be in full compliance with the injunctive and monetary provisions of the Court's December 31, 2024 Order, and requesting confirmation of such compliance.

As of the date of this filing, Counsel for the Defendants has not replied to the Commonwealth's May 27, 2025 e-mail. On June 18, 2025, Defendants filed in the Commonwealth Court an Application for Stay of the Lower Court's Order Pending Appeal in the Commonwealth Court.

Defendants' June 18, 2025 Application for Stay in the Commonwealth Court averred that they are “... willing to post an Appeal or Supersedas [sic] Bond, in the amount of security set by

¹ See *Application of the Defendants/Appellants for a Stay of Verdict and Order of Court Pending Appeal to the Pennsylvania Commonwealth Court*, paragraph 6, page 2

this Honorable Court, as set forth in Pennsylvania Rule R.A.P. 1733 (c).”² On July 2, 2025, the Commonwealth filed Appellee’s Response in Opposition to Appellants’ Application for Stay Pending Appeal. On September 3, 2025, oral argument was held on the Application for Stay via telephonic conference before the Honorable Matthew S. Wolf of the Commonwealth Court. On September 17, 2025, Judge Wolf issued a Memorandum and Order for the Commonwealth Court, denying Appellants’ Application for Stay.

B. Allegations of Contempt

i. Defendants Have Continued to Operate a Home Improvement Business in Pennsylvania in Direct Violation of the Court’s Orders

Despite this Court’s denial of Defendants’ Application for Stay and the Commonwealth Court’s subsequent denial of Defendants’ Application for Stay, Defendants are willfully and brazenly continuing to operate a home improvement business in Pennsylvania, in violation of this Court’s December 31, 2024 Order and May 16, 2025 Supplemental Opinion/Order.

Specifically, since the December 31, 2024 Order was issued, Defendant Vincent Vince has offered home improvement proposals and entered into multiple home improvement contracts with unsuspecting consumers for home improvement work in Pennsylvania. During this same time period, Defendant Vincent Vince has repeatedly taken large fifty percent deposits for the home improvement work, totaling thousands of dollars.

With respect to at least one of these consumers, Defendant Vincent Vince did not complete the contracted-for work, nor has Defendant Vincent Vince returned the consumer’s deposit.

ii. Defendants’ Web site, Email, Phone Number, and Branding Remain Active and Are Used to Solicit New Pennsylvania Consumers

² See Defendants’ *Application for a Stay of the Lower Court’s Order Pending Appeal* at paragraph 10 (unpaginated).

As of the date of this filing, Defendants' web site, www.independentconstructionnepa.com is still operational and largely unchanged from its form prior to the December 31, 2024 Order. Said web site functions as an advertising and marketing tool for Defendants Vincent Vince and Independent Construction Builders, LLC to find new home improvement customers in Pennsylvania, even though Defendants are permanently enjoined by this Court from operating a home improvement business in Pennsylvania. Subsequent to the December 31, 2024 Order, Defendants have continued to include the e-mail address independentconstruction1999@gmail.com on said company web site. Both the web site www.independentconstructionnepa.com and the e-mail address independentconstruction1999@gmail.com have appeared on the numerous proposals/contracts that Defendants have offered to consumers after the Court's December 31, 2024 Order was issued.

Defendants have continued to use the business phone number (570) 561-9445 for Independent Construction subsequent to the Court's December 31, 2024 Order on Defendants' web site and elsewhere. As of the date of this filing, Defendants' public web site, www.independentconstructionnepa.com, includes an About page featuring the same business phone number (570) 561-9445, Defendants' original Independent Construction logo, a Request a Quote page seeking new business and multiple purported consumer endorsements that reference Defendant Vincent Vince and home improvement projects that are dated subsequent to the Court's December 31, 2024 Order.

Defendants' proposals/contracts obtained by the Commonwealth through investigation subsequent to the Court's December 31, 2024 Order also have Defendants' original Independent Construction logo at the top of each page. In multiple instances, the proposals/contracts obtained

by the Commonwealth through investigation subsequent to the Court's December 31, 2024 Order appear to include the electronic signature of Defendant Vincent Vince. Subsequent to the Court's December 31, 2024 Order, Defendant Vincent Vince has visited multiple Luzerne County, Pennsylvania consumers' homes to conduct in-home consultations and estimates.

iii. **Defendants Attempted to Deceive Consumers by Registering a New Business Name with the Bureau of Consumer Protection**

Upon information and belief, on or about March 12, 2025, Defendant Vincent Vince registered or directed his son Tyler Anthony Vince, to register "Independent Builders, LLC," with the Bureau of Consumer Protection. Such business was registered in the name of Tyler Anthony Vince as Owner and lists Defendant Vincent Vince's home address of 4044 Blytheburn Road, Mountain Top, Pennsylvania 18707. "Independent Builders, LLC" is not registered as a limited liability company with the Pennsylvania Department of State.

iv. **Defendants Have Continued to Offer and Enter into Home Improvement Contracts With Multiple Consumers After the December 31, 2024 Order**

The Office of Attorney General has become aware through investigation of at least five instances of Defendants contracting for and in some instances performing home improvement work for consumers after the December 31, 2024 Order, in violation of the December 31, 2024 Order.

1. Consumer One

In early May 2025, Consumer One, a Luzerne County consumer of Mountaintop, Pennsylvania, visited Defendants' web site, www.independentconstructionnepa.com, and subsequently called the business to inquire about home improvement services. Defendant Vincent Vince personally visited Consumer One's home on or about May 30, 2025 to prepare a bid for a siding home improvement job. Consumer One entered into a contract with Defendants

that is dated May 30, 2025. The contract includes the phrase, "Licensed & Insured." The Pennsylvania Home Improvement Contractor registration number PA110912 appears on the top right of the contract. PA110912 is the HICPA registration number previously issued to Defendants Vincent Vince and Independent Construction Builders, LLC. Following this Court's December 31, 2024 Order, PA110912 was deactivated by the Bureau on Consumer Protection on or about January 3, 2025. The Defendants' web site www.independentconstructionnepa.com and the e-mail address independentconstruction1999@gmail.com both appear on the face of the contract. The Defendants' business phone number, (570) 561-9445, is included on the contract.

The apparent electronic signature of Defendant Vincent Vince appears on the face of the contract. The contract features Defendants' original Independent Construction logo at the top of both pages of the contract. The contract is for removal and replacement of the exterior siding on the home and detached garage. The total cost of the project was \$25,000.00. Defendants required a fifty percent deposit of \$12,500.00 that was paid by Consumer One to Defendants. Although no start date or estimated date of completion was supplied on the contract, Defendant Vincent Vince orally promised that Defendants would begin the work in two to three weeks from the signing of the contract and receipt of the deposit. After work had not commenced on the project by early July 2025, Consumer One contacted Defendant Vincent Vince to complain about the delay. Defendants began work on the home improvement project on July 21, 2025 and completed the project on July 29, 2025.

2. Consumer Two

In early March 2025, Consumer Two, a Luzerne County consumer, learned of Defendants' home improvement services the Internet and contacted Defendants regarding the replacement of a porch on behalf of her elderly uncle of Lucerne, Pennsylvania. Defendant Vincent Vince told

Consumer Two that he would visit her uncle's property and provide an estimate. Defendant Vincent Vince then met with Consumer Two at her home. Defendant Vincent Vince told Consumer Two that he would send an e-mail to her with a proposal for the home improvement work. On March 4, 2025, upon information and belief, Defendant Vincent Vince sent an e-mail from Defendants' business e-mail address, independentconstruction1999@gmail.com, with a home improvement proposal to Consumer Two. Defendant Vince wrote to Consumer Two in the e-mail, "Attached is the updated porch estimate. Any questions please let me know. Thank you Vince." On July 30, 2025, Consumer Two forwarded said e-mail to Agent Thomas Grieser of the Bureau of Consumer Protection, Office of Attorney General.

Consumer Two signed and returned the contract for home improvement that Consumer Two had received from Defendants. The signed contract is dated March 5, 2025. The contract includes the phrase, "Licensed & Insured." The Pennsylvania Home Improvement Contractor registration number PA110912 appears on the top right of the contract. The Defendants' web site www.independentconstructionnepa.com and e-mail address independentconstruction1999@gmail.com both appear on the face of the contract provided to Consumer Two. The Defendants' business phone number, (570) 561-9445, is included on the contract. The Defendants' original Independent Construction logo is at the top of the contract. The contract is for a new front porch with composite decking and vinyl rails. The total cost of the project was \$14,400.00. A fifty two percent deposit of \$7,500.00 was required to be paid by Consumer Two to the Defendants. No start date or estimated date of completion was supplied on the contract.

3. Consumer Three

Consumer Three, a Luzerne County consumer of Shavertown, Pennsylvania, entered into a contract for home improvement with the Defendants that is dated May 5, 2025. The contract includes the phrase, "Licensed & Insured." The Pennsylvania Home Improvement Contractor registration number PA110912 appears on the top right of the contract. The Defendants' web site www.independentconstructionnepa.com and e-mail address independentconstruction1999@gmail.com both appear on the face of the contract provided to Consumer Two. The Defendants' business phone number, (570) 561-9445, is included on the contract. The apparent electronic signature of Defendant Vincent Vince appears on the face of the contract. The Defendants' original Independent Construction logo is at the top of the contract. The contract is for removal of existing siding and installation of new siding, installation of new construction grid windows, installation of new soffit, fascia, gutters and downspouts and related home improvement work. The total cost of the project was \$21,200.00. A fifty percent deposit of \$10,600.00 was required to be paid by Consumer Three to the Defendants. No start date or estimated date of completion was supplied on the contract. Work began on the job in early June 2025 and was completed by late summer 2025.

4. Consumer Four

Consumer Four, a Luzerne County consumer of Kingston, Pennsylvania, received a proposal from Defendants that is dated February 12, 2025, but decided not to enter into a contract with Defendants. The proposal includes the phrase, "Licensed & Insured." The Pennsylvania Home Improvement Contractor registration number PA110912 appears on the top right of the proposal. The Defendants' web site www.independentconstructionnepa.com and e-mail address independentconstruction1999@gmail.com both appear on the face of the proposal provided to Consumer Two. The Defendants' business phone number, (570) 561-9445, is included on the

proposal. The apparent electronic signature of Defendant Vincent Vince appears on the face of the proposal. The Defendants' original Independent Construction logo is at the top of the proposal. The proposal is for removal of existing siding and installation of new siding, installation of new construction grid windows, installation of new soffit, fascia, gutters and downspouts and related home improvement work. The total cost of the project was \$60,000.00. A fifty percent deposit of \$30,000.00 was required to be paid by Consumer Four to the Defendants. No start date or estimated date of completion was supplied on the proposal.

5. Consumer Five

Consumer Five, a Luzerne County consumer of Luzerne, Pennsylvania, received a contract from Defendants that is dated May 19, 2025. The contract includes the phrase, "Licensed & Insured." The Pennsylvania Home Improvement Contractor registration number PA110912 appears on the top right of the contract. The apparent electronic signature of Defendant Vincent Vince appears on the face of the contract. The Defendants' original Independent Construction logo is at the top of the contract. The contract is for the removal of a small existing deck, the installation of a new deck and related home improvement work. The total cost of the project was \$18,000.00. A fifty percent deposit of \$9,000.00 was required to be paid by Consumer Five to the Defendants. No start date or estimated date of completion was supplied on the contract. Upon information and belief, Consumer Five paid Defendants on May 19, 2025, with a personal check for \$9,000.00 made payable to "Independent Construction." Throughout the summer of 2025, there were multiple delays and excuses from Defendants as to why they had not started the work. In mid-August 2025, Defendants removed a small existing deck but failed to do anything else to complete the job. Consumer Five subsequently attempted to reach Defendants repeatedly but Defendants failed to respond. On September 23, 2025, counsel for Consumer Five sent a demand

letter to Defendants seeking return of the deposit. Defendants did not provide any documentation of any materials purchased for the job. Defendants did not complete nearly all of the contracted-for work, nor have they returned any portion of the \$9,000.00 deposit.

v. **Defendants Attempted to Evade the Court's Orders by Creating a New Business Entity While Continuing the Same Unlawful Conduct**

A classified item appeared in July 11, 2025, in The Luzerne Legal Register, Vol. 115, on page 48, stating, "Notice: Vince Family Construction, Inc. has been incorporated under the provisions of the Pennsylvania Business Corporation Law of 1988, as amended. Andrew J. Katsock, III, Esquire 15 Sunrise Drive, Wilkes-Barre, PA 18705.

The incorporation of Vince Family Construction, Inc., was filed with the Pennsylvania Department of State on June 30, 2025. Tyler Anthony Vince, son of Defendant Vincent Vince, is listed as the incorporator. The registered office of the corporation is listed as 220 Elm Street, Dupont, Pennsylvania 18641-1954. Upon information and belief, 220 Elm Street is the residence of Tyler Anthony Vince.

Upon information and belief, on or about July 14, 2025, Defendant Vincent Vince registered or had his son Tyler Anthony Vince, to register "Vince Family Construction, Inc.," with the Bureau of Consumer Protection. Such business was registered in the name of Tyler Anthony Vince as Owner and lists Defendant Vincent Vince's home address of 4044 Blytheburn Road, Mountain Top, Pennsylvania 18707. The description of the business submitted by the registrant is, "General construction, roofing, siding, decks and remodeling." The Defendants' business phone number, (570) 561-9445, was submitted with the registration. The Defendants' e-mail address, independentconstruction1999@gmail.com, was also submitted with the registration.

The Commonwealth believes and therefore avers that Vince Family Construction, Inc. is being operated by Defendant Vincent Vince under the thinly veiled guise of his son, Tyler

Anthony Vince, functioning as the incorporator and registrant with the Pennsylvania Department of State and Bureau of Consumer Protection, respectively.

IV. ARGUMENT

i. This Court Retains Jurisdiction to Enforce Its December 31, 2024 Order Under Pa.R.A.P. 1701(b)(2)

This Court (the Luzerne County Court of Common Pleas) retains jurisdiction to enforce its December 31, 2024 Order. Pursuant to Pennsylvania Rule of Appellate Procedure 1701 (b) (2), in pertinent part, “(b) Authority of a trial court or other government unit after appeal.—After an appeal is taken ... the trial court ... may: ... (2) Enforce any order entered in the matter, unless the effect of the order has been superseded as prescribed in this chapter.” Pa.R.A.P. 1701. Notably, the effect of the order has *not* been superseded as prescribed in Chapter 17 of the Pennsylvania Rules of Appellate Procedure, as both this Honorable Court and the Commonwealth Court have denied Respondent’s application for stay of the orders pending his appeal. Accordingly, this Honorable Court retains jurisdiction to enforce the orders.

ii. Defendants Are in Civil Contempt and Relief, Including Coercive Sanctions, Penalties, Restitution, and Injunctive Relief, Is Warranted

As set forth in detail above, Defendants’ web site, business phone and e-mail address and the Independent Construction logo have been presented to the public online and in proposals/contract consistently since this Court’s December 31, 2024 Order was issued. Despite the clear injunction from the Court in the December 31, 2024 Order prohibiting him from operating a home improvement business, Defendant Vincent Vince continues to interact with unsuspecting consumers as the owner of Independent Construction Builders, LLC doing business as “Independent Construction” or “Vince Family Construction.”

Section 201-8(a) of the UTPCPL states, in part,

“Any person who violates the terms of an injunction issued under section 4 of this act or any of the terms of an assurance of voluntary compliance duly filed in court under section 5 of this act shall forfeit and pay to the Commonwealth a civil penalty of not more than five thousand dollars (\$5,000) for each violation. ...”
73 Pa.S. 201-8(a).

“The purpose of a civil contempt proceeding is remedial, and judicial sanctions are employed (1) to coerce the defendant into compliance with the court’s order, and (2) in some instances to compensate the complainant for losses sustained...” *Philadelphia Marine Trade Ass’n v Int’l Longshoremen’s Ass’n, Local Union No 1291*, 140 A.2d 814, 818 (Pa. 1958).
“‘The use of the power to enforce compliance is exercised with the objective of compelling performance and not inflicting punishment.’ Commonwealth ex rel. Beghian v. Beghian, supra, 408 Pa. at 414, 184 A.2d at 272.” *Barrett v Barrett*, 368 A.2d 616, 620 (Pa. 1977).

“For a person to be found in civil contempt, the moving party must prove that: (1) the contemnor had notice of the specific order or decree that he disobeyed; (2) the act constituting the violation was volitional; and (3) the contemnor acted with wrongful intent.” *Gunther v Bolus*, 853 A.2d 1014, 1017 (Pa. Super. 2004). “The order alleged to have been violated ‘must be definite, clear, and specific—leaving no doubt or uncertainty in the mind of the contemnor of the prohibited conduct’ and is to be strictly construed.” *Id* (citations, footnote and emphasis omitted).

The burden in a civil contempt proceeding is on the complaining party to prove noncompliance by a preponderance of the evidence but the inability to comply is an affirmative defense which must be proved by the alleged contemnor. *Barrett*, 368 A.2d at 621. *Barrett*, 368 A.2d at 621.

The Orders of this Court as specified herein above are definite, clear, and specific, and leave no doubt or uncertainty. Defendant had notice of the specific order or decree that he

disobeyed, acted volitionally, and acted with wrongful intent. "...[T]he Court has at its disposal all of the remedies afforded by the law of civil contempt, including the power to incarcerate to force compliance." *Com. Acting by Kane v. Flick*, 382 A.2d 762, 766 (Pa. Cmwlth 1978). It should be noted that every order which imposes a punishment for civil contempt should state a purge condition which upon fulfillment will result in the release of the defendant. *Knaus v Knaus*, 387 Pa. 370, 379 (Pa. 1956).

Contrary to the provisions of the December 31, 2024 and May 16, 2025 Supplemental Opinion/Order, Defendant has failed to pay to the Commonwealth any portion of the monetary judgment he was ordered to pay. Therefore, it is appropriate for Defendant Vincent Vince to be incarcerated until he pays to the Commonwealth of Pennsylvania the full amount of Ninety One Thousand One Hundred and Eighty Nine 00/100 Dollars (\$91,189.00) that is due and owing under this Court's December 31, 2024 Order.

There is a criminal case against Defendant Vince involving allegations of home improvement fraud pending in the Luzerne County Court of Common Pleas. *See Commonwealth v Vince*, CP-40-0001134-2025. This case is currently scheduled for a jury trial on February 17, 2026. On October 27, 2025, another criminal matter was filed on the Magisterial District Judge 11-1-6 Docket against Defendant Vince involving allegations of home improvement fraud. *See Commonwealth v Vince*, MJ-11106-CR-0000185-2025. Notably, the alleged offense date listed on this docket is May 1, 2025.

Defendant has ignored the December 31, 2024 Order and May 16, 2025 Supplemental Opinion/Order, and continued to engage in trade and commerce within the Commonwealth of Pennsylvania involving the sale or provision of "home improvement" services as that term is defined in Section 517.2 after being enjoined from holding a license as a Home Improvement

Contractor and enjoined from operating a home improvement construction business by the Court's December 31, 2024 Order. At least one of the consumers noted herein above have suffered harm due to Defendants' violations of this Court's Order dated December 31, 2024 and May 16, 2025 Supplemental Opinion/Order. Therefore, it is appropriate if Defendant Vincent Vince is found by this Court or any Court of competent jurisdiction in the future to violate either this Order or the previous Orders of this Court, that Defendant Vincent Vince shall be incarcerated until he purges himself of his contempt to the satisfaction of this Court.

Pursuant to Section 201-8 of the UTPCPL, the Commonwealth seeks the imposition of the relief set forth in the December 31, 2024 Order, the imposition of additional civil penalties, restitution, costs and the equitable relief requested herein.

V. CONCLUSION

For the foregoing reasons, the Commonwealth respectfully requests that this Honorable Court issue a Rule to Show Cause and, after hearing, find Defendants in contempt for their failure to comply with the Court's Orders of December 31, 2024 and May 16, 2025, and grant such further relief as the Court deems just and appropriate.


Respectfully Submitted,

COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

DAVID W. SUNDAY, JR.
Attorney General

Date: 12/10/2025

By:


MATTHIAS C. CONATY
Deputy Attorney General
PA Attorney I.D. No. 321942
Office of Attorney General

1600 Arch Street, Third Floor
Philadelphia, PA 19103
Phone: (215) 478-1047
Email: mconaty@attorneygeneral.gov

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

No.: 2020-10525

**CIVIL ACTION -
EQUITY**

and

Defendants

AND NOW, this _____ day of _____, 20____, upon consideration of the Commonwealth of Pennsylvania’s Petition for Rule to Show Cause Why Defendants Independent Construction Builders, LLC and Vincent Vince Sholud Not Be Held in Contempt of Court for Failure to Comply with the Order of this Court dated December 31, 2024 and Supplemental Opinion/Order dated May 16, 2025, it is hereby ordered that:

2. Defendants shall appear on the _____ day of _____, 20____ in Courtroom _____ at _____ a.m./p.m. and show cause why Defendants should not be held in contempt of court for failing to comply with the Order of this Court dated December 31, 2024 and Supplemental Opinion/Order dated May 16, 2025.

BY THE COURT

J.

EXHIBIT A

IN THE COURT OF COMMON PLEAS
OF LUZERNE COUNTY, PENNSYLVANIA

PROTHONOTARY LUZERNE COUNTY
FILED DEC 31 2 4 PM '24

COMMONWEALTH OF
PENNSYLVANIA, BY ATTORNEY
GENERAL MICHELLE A. HENRY,

Plaintiff

V.

INDEPENDENT CONSTRUCTION
BUILDERS, LLC

CIVIL ACTION

NO. 2020-10525

And

VINCENT VINCE, individually and as
managing member of Independent
Construction Builders, LLC, and d/b/a
Independent Construction,

Defendants

DECISION PURSUANT TO Pa.R.C.P. 1038

AND NOW, this 31st day of December, 2024, after a Non-Jury Trial wherein the parties and their counsel James S. Wise, Esquire, Matthias C. Conaty, Esquire and Andrew J. Katsock, III, Esquire appeared, **IT IS HEREBY ORDERED AND DECREED AS FOLLOWS:**

- I. Count I – Violations of the Consumer Protection Law and HICPA; Defendants Failed to Perform Contracted Projects and Failed to Provide Refunds to the Consumers.

The Court finds in favor of the Commonwealth of Pennsylvania, and against Independent Construction Builders LLC and Vincent Vince.

- II. Count II – Violations of the Consumer Protection Law; Defendants Performed Shoddy Work and Failed to Perform the Work in a Workmanlike Manner.

The Court finds in favor of the Commonwealth of Pennsylvania, and against Independent Construction Builders LLC and Vincent Vince.

- III. Count III – Violations of the Consumer Protection Law and HICPA; Defendants Accepted a Prohibited Deposit from at Least One Consumer;

The Court finds in favor of the Commonwealth of Pennsylvania, and against Independent Construction Builders LLC and Vincent Vince.

- IV. Count IV – Violations of the Consumer Protection Law and HICPA; Defendants Failed to Use Contracts Which Comply with the Requirements of Section 517.7 of HICPA and Section 201-7 of the Consumer Protection Law.

The Court finds in favor of the Commonwealth of Pennsylvania, and against Independent Construction Builders LLC and Vincent Vince.

IT IS FURTHER ORDERED AND DECREED that Defendants shall pay seventy-nine thousand one hundred eighty-nine (\$79,189.00) dollars in restitution, twelve thousand (\$12,000.00) dollars in penalties, and are hereby enjoined from their unfair and deceptive business practices, acts, and methods. As such, Defendants are permanently enjoined from holding a license as a Home Improvement Contractor and enjoined from operating a home improvement construction business.

The amount of restitution requested was the only testimony of record regarding a specific amount and is uncontested.

The Luzerne County Office of Judicial Records (Prothonotary) is directed to serve notice of the entry of this Order pursuant to Pa.R.C.P. 236.

BY THE COURT,

A handwritten signature in black ink, appearing to be 'Polachek Gartley', written over a horizontal line.

POLACHEK GARTLEY, J.

Copies:

Matthias C. Conaty, Esquire
James S. Wise, Esquire
Office of Attorney General
1600 Arch Street, Third Floor
Philadelphia, PA 19103
mconaty@attorneygeneral.gov
jwise@attorneygeneral.gov

Andrew J. Katsock, III, Esquire
15 Sunrise Drive
Wilkes-Barre, PA 19705
ajkesq@comcast.net

EXHIBIT B

IN THE COURT OF COMMON PLEAS
OF LUZERNE COUNTY

PROTHONOTARY LUZERNE COUNTY
FILED MAY 16 2 25 PM 4:08

COMMONWEALTH OF
PENNSYLVANIA, BY ATTORNEY
GENERAL MICHELLE A. HENRY,

Plaintiff

V.

INDEPENDENT CONSTRUCTION
BUILDERS, LLC

CIVIL ACTION

NO. 2020-10525

And

VINCENT VINCE, individually and as
managing member of Independent
Construction Builders, LLC, and d/b/a
Independent Construction,

Defendants

SUPPLEMENTAL OPINION

This Opinion is furnished pursuant to the requirements of Pa. Rule of Appellate Procedure No. 1925(a).

The Court incorporates herein its "Order" and "Findings of Fact and Conclusions of Law" filed in this action on December 31, 2024 and attached hereto.

This matter comes before the trial court pursuant to Defendants' appeal from the Court's December 31, 2024, Decision after a non-jury trial. The trial court issued an Opinion on December 31, 2024, which contains a full factual and legal discussion as to the Decision. The Court hereby supplements the December 31, 2024, Order and Findings of Fact and Conclusions of Law to specifically address issues preserved and raised in Defendants' post-trial motion that are not addressed in the December 31, 2024 Opinion.

QUESTIONS AT ISSUE:

The additional issues raised by Defendants/Appellants are summarized as follows:

- 1. The Court erred and abused its discretion in permitted the mere submission of documents and/or records, even though the same exhibits had not been produced to the counsel prior to the hearing;**
- 2. The Court erred and abused its discretion in permitting witness testimony via Zoom, where Defendants did not consent and demanded the right to cross examine the witnesses, in person, so that the Court can reliably judge the credibility of the witnesses; and**
- 3. The Court erred in granting the Plaintiff's Motion in Limine that Plaintiff's Request for Admissions were deemed admitted.**

LAW:

The trial court's Opinion is supplemented to discuss these issues, in turn.

- 1. The Court erred and abused its discretion in permitted the mere submission of documents and/or records, even though the same exhibits had not been produced to the counsel prior to the hearing.**

While not specifically stated what documents and/or records Defendants refer to as the records not produced prior to the hearing, it could be gleamed that Defendants refer to the subject of argument during preliminary matters prior to the start of the trial. During these arguments, the Commonwealth attested that during the discovery period Defendant did request documents and the Commonwealth did produce them. (N.T. March 4, 2024, p. 12).

Pursuant to the trial court's Order directing the parties to exchange witness and exhibit lists five (5) days prior to trial, the Commonwealth did share their anticipated witness and exhibit list. (N.T. March 4, 2024, p. 13). However, the Commonwealth was provided addition documents the weekend prior to the start of trial, wherein the Commonwealth sought to utilize those documents and provided copies to opposing

counsel. (N.T. March 4, 2024, p. 13). In particular, Defendants took issue with checks allegedly issued to Defendants that were provided by a harmed consumer, Josephine Vince, that were provided to Defense counsel the day of the trial. (N.T. March 4, 2024, p. 13).

Josephine Vince, aunt of the Defendant Vincent Vince, was on the Commonwealth's witness list and was also included in the Commonwealth's pretrial statement. The Defendant was not prejudiced as, if found credible, Defendant would have previously been in possession of those checks and Defendant had opportunity to cross-examine Josephine Vince as to the authenticity and validity of same.

2. The Court erred and abused its discretion in permitting witness testimony via Zoom, where Defendants did not consent and demanded the right to cross-examine the witnesses, in person, so that the Court can reliably judge the credibility of the witnesses.

Defendants assert that the Court erred and permitted witness testimony via remote video-conference, namely Zoom, as they were deprived the right to cross examine the witnesses in person.

Pennsylvania Rule of Evidence 611 expressly provides:

- (a) Control by the Court; Purposes. The court should exercise reasonable control over the mode and order of examining witnesses and presenting evidence so as to:
1. Make those procedures effective for determining the truth;
 2. Avoid wasting time; and
 3. Protect witnesses from harassment or undue embarrassment.

Pa.R.E. 611(a).

In evidentiary matters, the review of the trial court's ruling is for an abuse of discretion, which will only be found where "the law is overridden or misapplied, or the judgment exercised is manifestly unreasonable or the result of partiality, prejudice, bias or ill-will, as shown by the evidence or the record." *JP Morgan Chase Bank, N.A. v.*

Lindsey Farrell Appellant, 222 MDA 2024, 2025 WL 1305250, at.*2 (Pa. Super. May 6, 2025)(citing *Feldman v. CP Acquisitions 25, L.P.*, 325 A.3d 691 (Pa. Super. 2024).

Just as in *JP Morgan Chase Bank, N.A. v Lindsey Farrell Appellant*, the trial court considered the circumstances of the case, the location of the witnesses, and the subject matter to which the witnesses would be testifying. The witnesses presented by the Commonwealth, that were requested to be permitted to testify via video-conference, either resided over one hundred (100) miles away from Luzerne County, or were limited by their medical conditions that would prohibit their ability to travel. (See Commonwealth of Pennsylvania's Motion to Allow Consumer Witnesses to Appear and Testify by Video Conference, *generally*). The trial court duly noted and reviewed Defendants' brief in opposition to the Commonwealth's motion. However, the Defendants were provided ample opportunity to cross-examine the witnesses via video-conference and the trial court allowed within its discretion to allow the witnesses to testify remotely as the use of remote technology was appropriate under the circumstance.

3. The Court erred in granting the Plaintiff's Motion in Limine that Plaintiff's Requests for Admissions were deemed admitted.

Defendants assert that the Court erred in granting Plaintiff's Motion in Limine, where Plaintiff requested their Requests for Admissions be deemed admitted. However, this ruling is contrary to what is on the record and expressly discussed on the record after oral argument on the motions in limine. In fact, when ruling on Plaintiff's motion in limine, the following exchange took place:

MR. CONATY [for the Commonwealth]: The Commonwealth had pursuant to your March 30th, 2023 Order, which impose certain discovery sanctions on the Defendants for the lack of meaningful participation, not turning over a single document in discovery, and also the deficient answers that were given.

And the relief that was given to the Commonwealth was at the time of trial – and I don't want to misquote the exact wording of the Order, but at the time of trial that the Defendant to be precluded from presenting any documents that would have been responsive to the Commonwealth's request for production of documents, and, additionally, the Defendants by the Order are precluded from denying any properly propounded request for admission.

The Commonwealth served the request for admission on the Defendants, and the Defendants did answer and object admitting some of the requests and also denying others. It's the Commonwealth's position that if the request for admissions were properly propounded that the Defendant is precluded. It's not just the Commonwealth's position but it's the Court's Order. So not at the time of trial is where we're here to have the benefit of that sanction.

THE COURT: Attorney Katsock.

MR. KATSOCK [for Defendants]: May it please the Court, Your Honor. It's not appropriate to file this as a motion in limine. A motion in limine is only sought to exclude potentially prejudicial and harmful evidence or used to obtain a ruling on admissibility of evidence.

This motion in limine here seeks Your Honor to make a ruling on discovery when discovery deadlines have passed. Of the 111 admissions, 68 were admitted by the Defendant unknown. That's two requests for admission. Three requests for admission were denied because Exhibit A wasn't attached, and 31 were denied as legal conclusions. Those are proper responses to the requests for admissions. It's not like we denied them all or admitted them all. We acted upon each one, admitted some and denied some. You can't admit legal conclusions.

If the State felt that the responses weren't appropriate at the time they could have filed a motion to compel during the discovery period, which Your Honor said. Not filing a motion in limine to compel admissions to requests to a motion in limine is improper.

THE COURT: Was there a motion to strike the objections, which is the normal protocol? If someone objects to an answer there there's a motion to strike and then I have a full hearing on each motion to strike the objection to see if it's warranted or not.

MR. CONATY: Your Honor, your Order of March 30th, 2023 was very clear, and the Commonwealth's position is that the denial should be treated as nullities.

THE COURT: But isn't he seeking to pre my order? He's saying they answered it with objections. The Commonwealth did not move to strike those

objections and that you're seeking it now in a motion to limine improperly. So is there any motion to strike the objections when they were originally – when he responded to them and objected.

MR. WISE [for the Commonwealth]: Your Honor, I believe what we're seeking in the motion in limine given Your Honor was clear that they were precluded from denying properly propounded requests for admissions and then they did so deny certain of those requests for admissions, we're just asking that Your Honor act pursuant to your Order and deem those denials as admissions.

THE COURT: Attorney Katsock, are you saying that they should be part of the case and then I render whatever weight I think they should be afforded based upon the full trial?

MR. KATSOCK: Right. I agree with Your Honor. I don't think you should make a ruling now on that. First of all I think it's improper, but nevertheless, I think you should hear the testimony out.

THE COURT: I agree. I'm going to hear the testimony. I'm going to deny the motion in limine at this time, but obviously, the issue will become part of the overall review of the trial, what the orders were, what the responses were, and what the basis is. And I'm familiar enough with all the trial itself so we'll be good to go on that.

(See March 4, 2024, N.T. pp. 5-8).

As such, that issue is null and void, considering the Court did not grant the motion in limine and concurred with the Defendant in reviewing the information.

CONCLUSION

In conclusion, for the reasons set forth above and thoroughly laid out in the Opinion filed December 31, 2024, the trial court finds in favor of the Commonwealth and against Defendants.

END OF OPINION

EXHIBIT C

From: Conaty, Matthias C.
Sent: Tuesday, May 27, 2025 5:42 PM
To: ajkesq (ajkesq@comcast.net)
Cc: Grieser, Thomas; Sprameli-Hinkle, Marie
Subject: Docket No. 2020-10525 - Compliance with Court's Orders and post-trial findings - Commonwealth of Pa. v. Independent Construction Builders LLC and Vincent Vince

Re: Commonwealth of Pennsylvania v. Independent Construction Builders, LLC, and Vincent Vince, individually and as managing member of Independent Construction Builders, LLC and d/b/a Independent Construction
Docket No. 2020-10525

Dear Mr. Katsock,

Please be advised that in light of the Court's recent denial of Defendants' Application for a Stay of Verdict and Order Pending Appeal, the Commonwealth expects that the Defendants in the above-referenced matter are in full compliance with the injunctive provisions set forth in the Court's December 31, 2024 Order. Accordingly, Defendants are expected to have ceased all operations related to any home improvement construction business in Pennsylvania.

Additionally, the Commonwealth expects prompt remittance of the full monetary judgment awarded pursuant to the Court's December 31, 2024 Order and the accompanying Findings of Fact and Conclusions of Law. The judgment amount of \$91,189.00 that was indexed on February 24, 2025 is due and owing.

Please confirm your clients' compliance with the Court's Orders and post-trial findings at your earliest opportunity.

Sincerely,

Matt Conaty

Matthias C. Conaty
Deputy Attorney General
Commonwealth of Pennsylvania
Office of Attorney General
Bureau of Consumer Protection
1600 Arch Street, Third Floor
Philadelphia, Pennsylvania 19103

(215) 560-2414 (office)
(267) 940-6691 (desk)
(215) 478-1047 (mobile)

EXHIBIT D

IN THE COMMONWEALTH COURT OF PENNSYLVANIA

Commonwealth of Pennsylvania, :
By Attorney General Michelle A. Henry :

v. :

Independent Construction :
Builders, LLC and Vincent Vince, :
Individually and as managing :
member of Independent Construction :
Builders, LLC, and d/b/a Independent :
Construction, :

Appellants :

No. 364 C.D. 2025

Heard: September 3, 2025

MEMORANDUM AND ORDER

NOW, September 17, 2025, upon consideration of Independent Construction Builders, LLC and Vincent Vince's (collectively, Appellants) Application for a Stay of the Lower Court's Order Pending Appeal (Application), and the Commonwealth of Pennsylvania, By Attorney General Michelle A. Henry's (Appellee) Answer thereto, the Application is DENIED.

The instant appeal concerns the Court of Common Pleas of Luzerne County's (trial court) December 31, 2024 order (Decision), wherein the trial court entered a verdict in favor of Appellee, ordering—among other things—that Appellants pay restitution because of Appellants' violation of the Unfair Trade Practices and Consumer Protection Law¹ (the Consumer Protection Law) and the

¹ Unfair Trade Practices and Consumer Protection Law, Act of December 17, 1968, P.L. 1224, *as amended*, 73 P.S. §§ 201-1 - 201-10.

Home Improvement Consumer Protection Act² (HICPA). Appellants appealed the trial court's Decision, as well as the trial court's February 20, 2025 order, wherein the trial court denied Appellants' motion for post-trial relief.

Pursuant to Pennsylvania Rule of Appellate Procedure 1925(a), Pa.R.A.P. 1925(a), the trial court entered an opinion—with its December 31, 2024 order and findings of fact attached thereto—indicating the following: Appellant Independent Construction Builders, LLC is a registered Pennsylvania limited liability company with a principal address in Tunkhannock, Pennsylvania. Appellant Vincent Vince is the sole member, and managing member, of the aforementioned company. Appellants were registered with the Pennsylvania Bureau of Consumer Protection as a home improvement contractor pursuant to Section 3(a) of HICPA, 73 P.S. § 517.3(a), and have contracted with consumers within the Commonwealth for home improvement construction services. Appellee commenced a civil action by complaint on November 13, 2020, pursuant to the Consumer Protection Law, alleging that Appellants violated multiple sections of the Consumer Protection Law, as well as HICPA. At a non-jury trial, Appellee presented the testimony of witnesses who contracted with Appellant Independent Construction Builders, LLC for home improvements. Thereafter, finding that the witnesses provided credible testimony and evidence of the work completed—and not completed—the trial court concluded that Appellants violated the Consumer Protection Law and HICPA. Entering a verdict in favor of Appellee, the trial court ordered that Appellants pay restitution and penalties, and that Appellants are “permanently enjoined from holding a license as a Home Improvement Contractor and enjoined from operating a home improvement construction business.” Trial Ct. Order, 12/31/2024 (unpaginated).

² Home Improvement Consumer Protection Act, Act of October 17, 2008, P.L. 1645, 73 P.S. §§ 517.1-517.19.

The following criteria must be met for the issuance of a stay pending appeal under Rule 1732(a), Pa.R.A.P. 1732(a): (1) the applicant makes a strong showing that he is likely to prevail on the merits; (2) the applicant has shown that he will suffer irreparable injury without the requested relief; (3) the issuance of a stay will not substantially harm other interested parties in the proceedings; and (4) the issuance of a stay will not adversely affect the public interest. *Pa. Pub. Util. Comm'n v. Process Gas Consumers Grp.*, 467 A.2d 805, 808-09 (Pa. 1983). The applicant must make a strong showing on *each* of the above criteria for the stay to issue. *Id.* The requirement that an applicant make a strong showing that he is likely to prevail on the merits is not an inflexible rule, however, and this criterion should be weighed and considered in relation to the other three criteria. *Id.* at 809 n.8. Therefore, a court “may exercise its discretion to grant a stay if the [applicant] has made a substantial case on the merits,” but *only* when the other three factors “strongly favor interim relief.” *Id.* at 809 (quoting *Washington Metro. Area Transit Comm'n v. Holiday Tours, Inc.*, 559 F.2d 841, 843 (D.C. Cir. 1977)); *Witmer v. Dep't of Transp., Bureau of Driver Licensing*, 889 A.2d 638, 640 (Pa. Cmwlth. 2005).

In support of the Application, Appellants argue that allowing the enforcement of the trial court's Decision before the instant appeal is decided would be “an error of law,” and that a stay is justified because Appellant Vincent Vince “believes that he has a meritorious appeal.” Appl. for Stay ¶¶ 9, 20. For example, Appellants contend that their business license should not have been revoked or suspended on the basis of only six consumer complaints in over 25 years. *Id.* ¶ 3. Further, Appellants point out that the enforcement of the trial court's order (1) would “permanently put [them] out of business after 25 years” and (2) have already “caused the immediate damage and ruin of [their] business” and Appellant Vincent Vince's

“ability . . . to earn income to support his family.” *Id.* ¶¶ 2, 4. Appellants, however, do not directly indicate in the Application whether the third—or fourth—*Process Gas* criterion weighs in favor of granting a stay.

In its Answer, Appellee argues that Appellants do not substantiate that they will likely prevail on the merits. Answer ¶ 7 (citing Appl. for Stay ¶¶ 9, 20). Further, Appellee notes that Appellants’ Application is largely conclusory. *See id.* (“[Appellants’] Application is essentially devoid of legal argument or authority[.]”). Appellee points out that the Application does not explain why Appellant Vincent Vince “cannot work outside the home improvement industry or provide for his family via employment in the same.”³ *Id.* ¶ 8. Further, Appellee points out that Appellants failed to discuss the impact of the stay on other parties. *Id.* ¶ 9. Appellee notes that several consumers have suffered harm due to Appellants’ conduct and those consumers “would be prejudiced if a stay were to delay the payment of court-ordered restitution.”⁴ *Id.* Finally, Appellee contends that a stay in the instant appeal would have a “deleterious effect” in that it would prevent Appellee from enforcing the trial court’s judgment to protect consumers in Pennsylvania and would potentially subject additional consumers to Appellants’ business practices. *Id.* ¶ 10 (citing *Commonwealth ex rel. Corbett v. Snyder*, 977 A.2d 28, 49 (Pa. Cmwlth. 2009)).

³ Appellee also contends that financial injuries are generally “inherently reparable” and cannot alone be the basis to establish irreparable harm. *Id.* (quoting *ModivCare Sol., LLC v. Dep’t of Hum. Servs.*, (Pa. Cmwlth., No. 789 C.D. 2023, filed Nov. 17, 2023), slip op. at 7, 2023 WL 8367792, at *3).

⁴ Appellee contends that Appellee would also suffer harm, because a stay of the judgment could allow Appellants’ to “conceal assets” and harm other consumers. *Id.* (citing *Tri-State Asphalt Corp. v. Dep’t of Transp.*, 582 A.2d 55, 61-62 (Pa. Cmwlth. 1990)).

Based on the above, Appellants have not established the criteria for a stay under *Process Gas*. Although Appellants contend in the Application that they have a “meritorious appeal” and that permitting the enforcement of the trial court’s Decision would be “an error of law,” Appellants have not fully supported their arguments on the merits—or even suggested that they are likely to prevail on the merits thereof—in the instant Application.⁵ Appl. for Stay ¶¶ 9, 20.

Further, Appellants’ argument that the trial court’s Decision has caused irreparable harm⁶ is unpersuasive, given that a stay would not prevent Appellant Vincent Vince from earning income because the trial court Decision only enjoins Appellants from “holding a license as a Home Improvement Contractor” and from “operating a home improvement construction business.” Trial Ct. Order, 12/31/2024 (unpaginated); see *ModivCare Sol., LLC*, 2023 WL 8367792, at *3 (“Because

⁵ Per the trial court’s 1925(a) opinion, and the attachments thereto, it appears that Appellants contend, among other things, that the trial court abused its discretion in its numerous findings about Appellants’ conduct, in permitting certain exhibits into evidence, and in permitting certain witnesses to testify via remote technology. This Court notes, however, that trial courts in Pennsylvania have discretion in determining, e.g., the admissibility of evidence and the weight and credibility of evidence. See *BJJ Enterprises, Inc. v. Commonwealth*, 481 A.2d 1253, 1254 (Pa. Cmwlth. 1984) (“Questions of evidentiary weight and credibility are exclusively within the trial court’s discretion and are not reviewable by this Court absent an abuse of that discretion.”) (citation omitted); see also *Commonwealth v. Orr*, 255 A.3d 589, 594 (Pa. Super. 2021) (“Rulings on admissibility are committed to the common pleas court’s discretion and will only be reversed on appeal where there is an abuse of discretion . . . [a]n abuse of discretion occurs when the law is overridden or misapplied, or the judgment exercised was either manifestly unreasonable or the product of partiality, prejudice, bias, or ill will.”) (internal citation omitted). Pennsylvania courts may also allow testimony by remote technology during bench trials. See *William Penn Sch. Dist. v. Pennsylvania Dep’t of Educ.*, (Pa. Cmwlth., No. 587 M.D. 2014, filed Jan. 12, 2022), slip op. at 4-6, 2022 WL 20099477, at *2) (noting that a “good cause standard” is employed when addressing remote testimony).

⁶ While Superior Court decisions are not binding on this Court, this Court notes that “[f]or harm to be irreparable, it must be irreversible,” *Schulman v. Franklin & Marshall Coll.*, 538 A.2d 49, 52 (Pa. Super. 1988).

economic loss can usually be remedied with monetary damages in the ordinary course of litigation, generally, financial injuries cannot ‘in and of itself,’ constitute irreparable harm, but are in fact, ‘inherently reparable.’”) (internal citation omitted).⁷ Appellant Vincent Vince is also not prevented from pursuing other types of work or employment.

Appellee also makes a compelling argument that a stay of the Decision would harm other interested parties⁸ in the proceedings and the public interest⁹, given that a stay would delay the distribution of court-ordered restitution to the impacted consumers and could subject additional consumers to Appellants’ business practices.

For the reasons stated above, the Application is denied.

/s/ Matthew S. Wolf

MATTHEW S. WOLF, Judge

⁷ Pursuant to Section 414(b) of this Court’s Internal Operating Procedures, 210 Pa. Code § 69.414(b), “[e]xcept as provided in subsection (d) (relating to single-Judge opinions in election law matters), a single-Judge opinion of this Court, even if reported, shall be cited only for its persuasive value and not as a binding precedent.”

⁸ In this instant Application, Appellants have not established that the requested relief will not substantially harm Appellee and other interested parties. *See Tri-State Asphalt Corp.*, 582 A.2d at 61-62.

⁹ In this instant Application, Appellants have not established that the requested relief will not adversely affect the public interest. *Id.* at 62; *cf. Snyder*, 977 A.2d at 49.

EXHIBIT E



Roofing v Siding v Decks v Remodeling v Commercial v About v Blog Our Projects

call 570.561.9445

REQUEST A QUOTE

EXPERT RESIDENTIAL & COMMERCIAL ROOFING, SIDING & CONSTRUCTION CONTRACTOR

For residential roof replacement, vinyl siding installation, home remodeling, window replacement, deck building and repairs, and commercial roof installation and snow removal, look to Independent Construction - your roofing contractor and more.

SCHEDULE A QUOTE





call 570.561.9445

REQUEST A QUOTE

Request a Quote from Independent Construction

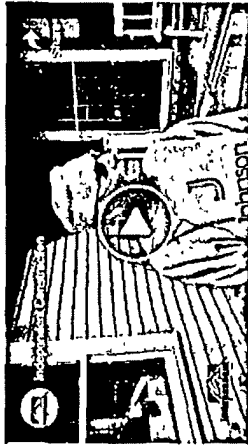
Call us to speak with a friendly team member who will schedule a time to come out to your home or business, listen to what you'd like to accomplish, and give you an affordable estimate.

You may submit a request through our contact form, but for the fastest service, please [call us](tel:5705619445).



Need More Reasons to Call Independent Construction?

Here's what our customers are saying about our service and work:



Don't Take Our Word For It... Hear What Our Customers Say
See what some of them have to say about us! We take our work seriously and want you to be happy. We're proud and honored to have received positive comments!
Are you looking to get a remodel done but not sure how to go about it? We are here to help. Our team of experienced professionals provides free estimates and financing, so you can plan your remodel without worrying about the cost. We understand that this is an



Jack's Symons

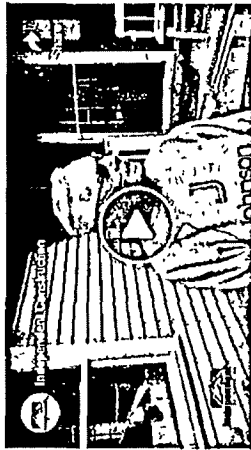
★★★★★ I would highly recommend Independent Construction to everyone. My husband called on Tuesday. Vince came on Wednesday to talk about the contract. His guys came on Thursday and worked tirelessly for three days and did an exceptional job replacing our roof. Our house is large with a gambrel roof. They left my yard cleaner than when they came. I am extremely happy with the quality of the work. His prices are very reasonable and he is very professional. He treated us like we were family. I will definitely call him if we need work done in the future - 4/08/2025
read less



Marla Heck

★★★★★ We have had several projects completed by Independent Construction and each one was exemplary.
Our home is very old and has many odd turns and angles, so siding the home, -- 3/26/2025
read less

Here's what our customers are saying about our services and work



Don't Take Our Word For It... Hear What Our Customers Say
See what some of them have to say about us! We take our work seriously and want you to be happy. We're proud and honored to have received positive comments!
Are you looking to get a remodel done but not sure how to go about it? We are here to help. Our team of experienced professionals provides free estimates and financing, so you can plan your remodel without worrying about the cost. We understand that this is an



Mike Dulaichin

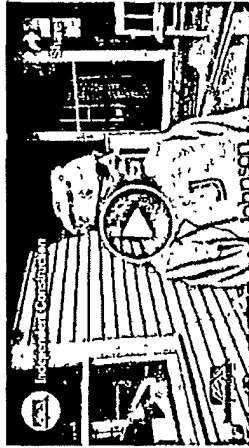
★★★★★ Vince is great! Our new roof is perfect! He helped us choose the best siding color to match our shingle choice. Was able to get me great pricing on new windows and installation. It's so much simpler to use one contractor that has experience - 3/02/2025
read less



Judy Mergershausen

★★★★★ I cannot praise Independent Construction enough. Vince (owner) came to my home to assess loose shingles on my roof. For three months I waited for a plumber to return, to correct a plumbing problem which was in my master bath above my dining room. The ceiling was falling into the dining room with multiple water spots below the shower and toilet. Immediately, Vince said he could help and took control. Within a day his workers (craftsmen), removed the destroyed plaster board and diagnosed and fixed the plumbing problem. In addition, a new shower, fixtures and toilet was installed. No sub-contracting was involved. This company did all the sparkling, sanding and painting. All debris was removed. Vince

Here's what our customers are saying about our service and work



Don't Take Our Word For It... Hear What Our Customers Say.
See what some of them have to say about us! We take our work seriously and want you to be happy. We're proud and honored to have received positive comments!
Are you looking to get a remodel done but not sure how to go about it? We are here to help. Our team of experienced professionals provides free estimates and financing, so you can plan your remodel without worrying about the cost. We understand that this is an



Jerry Daley

★★★★★ The guys did a great job they were spotless and very easy to work with. my deck came out fantastic! got great compliments on how it looked. if you need anything done this is the company to go with! - 6/04/2025
read less



Chrissy D

★★★★★ Deck replacement. Love love love! Fair price, good quality, overall satisfied. Hired again for total shed flooring replacement.
Just had shed flooring done. Top floor subfloor and needed to be jacked up to repair frame. A+ A+ WORK. Vince is a pleasure to work with. His employees are hard workers very knowledgeable. Edwin is a great employee! Thanks Vince great job again. - 4/17/2025
read less

EXHIBIT F



Licensed & Insured
PA110912

Proposal Submitted To:

Date: May 30, 2025

Name : [REDACTED]

Address: [REDACTED]

City: Mountaintop

State: Pennsylvania

Zip Code: 18707

Phone Number: [REDACTED]

Email: [REDACTED]

- Remove existing siding
- Install new siding, color TBD by owner
- Install all j- channels, trims, corners, and light blocks
- Install all necessary flashings
- Removal of all debris
- All permits fees Included
- Install 30' Gutter – No Charge
- Install 100' of soffit \$2,000
- Picture Frame / Trim windows with 4" pvc trim
- 8 windows at \$100 ea. \$800
- 2 windows at \$400 ea. \$800
- 3 windows at \$300 ea. \$900
- Total Cost House \$15,000.00
- Total Cost Garage \$5,000.00
- Total Cost \$24,500
- Deposit in amount of 50% total cost is due prior to work start, 50% due upon completion (see terms below)

We hereby propose to furnish labor and material complete in accordance with the above specifications
All material is guaranteed to be as specified; All work to be completed in a workmanlike manner to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders. Changes will be subject to an additional cost over and above existing proposed estimate. initial Our workers are carefully covered by Workmen's Compensation Insurance. We carry Property Liability Insurance. Failure to make complete total payment of any project shall void any guarantee, expressed or implied. Proposal terms guaranteed for (60) days. Payment terms due upon completion. A 3% fee will be applied to any unpaid balance after (3) days of project completion. The 3% fee will accrue every (30) days until balance paid in full.

AUTHORIZED SIGNATURE

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to work as specified. Payments will be made as outlined above. I understand that I can cancel within three (3) business days of signing.

ACCEPTED: _____ SIGNATURE: _____
(print name)

DATE: _____ SIGNATURE: _____



Independent Construction | 570.561.9445 |
1501 South Memorial Highway, Suite 8, Shavertown, PA 18708
www.independentconstructionnepa.com
independentconstruction1999@gmail.com

EXHIBIT G

From: [REDACTED]
To: Grieser, Thomas
Cc: [REDACTED]
Subject: [EXTERNAL] Fwd: Porch estimate Update
Date: Wednesday, July 30, 2025 11:57:07 AM
Attachments: [Sliding Template for Estimates.xlsx](#)

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

----- Forwarded message -----

From: **Independent Construction** <independentconstruction1999@gmail.com>
Date: Tue, Mar 4, 2025 at 12:30 PM
Subject: Porch estimate Update
To: [REDACTED]

Hello [REDACTED]
Attached is the updated porch estimate
Any questions please let me know.

Thank you
Vince

Click [here](#) to report this email as spam.



Independent Construction
1501 South Memorial Highway
Suite 8 Shavertown PA 18708
(570) 581-9445
Independentconstruction1999@gmail.com

Invoice #

ESTIMATE

Proposal Submitted To:

Luzerne, PA 18709

- Build new front porch with composite decking and vinyl rails
color to be determined by owner
- Build 3 degree pitch roof over porch
- Install Drip edge
- Install Ice and Water Shield
- Install Synthetic underlayment
- Install shingles to match house
- Total cost \$14,400
- Deposit of \$7,500 is due prior to start of work pending material availability and weather permitting, remainder of project cost is due upon completion (see terms below)
- Proposal terms are good for five days due to frequent changes in material costs

We hereby propose to furnish labor and material complete in accordance with the above specifications.

All material is guaranteed to be as specified; All work to be completed in a workmanlike manner to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders. Changes will be subject to an additional cost over and above existing proposed estimate. Initial Our workers are carefully covered by Workmen's Compensation Insurance. We carry Property Liability Insurance. Failure to make complete total payment of any project shall void any guarantee, expressed or implied. Proposal terms guaranteed for (60) days. Payment terms due upon completion. A 3% fee will be applied to any unpaid balance after (3) days of project completion. The 3% fee will accrue every (30) days until balance paid in full.

Authorized Signature

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to work as specified. Payments will be made as outlined above. I understand that I can cancel within three (3) business days of signing.

ACCEPTED: _____ SIGNATURE: _____

(print name)

DATE: _____ SIGNATURE: _____

EXHIBIT H



Licensed & Insured
PA110912

Date: 03/05/25

Proposal Submitted To:

Name: [REDACTED]
Address: [REDACTED]
City: Lucerne, PA 18709
State: Pennsylvania
Zip Code: 18709
Phone Number: 570 [REDACTED]
Email: [REDACTED]

- Build new Front Porch with Composite Decking and vinyl rails color to be determined By owner
- Build 3 degree pitch roof over porch
- Install Drip edge
- Install Ice and Water Shield
- Install Synthetic Underlayment
- Install Shingles to Match House
- Total cost \$14,400
- Comes with 50 year non prorated parts and labor warranty
- Deposit of \$7,500 total cost is due prior to start of work pending material availability and weather permitting. Remainder of project cost is due upon completion (see terms below)

Proposal terms are good for five days due to frequent changes in material costs

We hereby propose to furnish labor and material complete in accordance with the above specifications

All material is guaranteed to be as specified; All work to be completed in a workmanlike manner to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders. Changes will be subject to an additional cost over and above existing proposed estimate. Initial Our workers are carefully covered by Workmen's Compensation Insurance. We carry Property Liability Insurance. Failure to make complete total payment of any project shall void any guarantee, expressed or implied. Proposal terms guaranteed for (60) days. Payment terms due upon completion. A 3% fee will be applied to any unpaid balance after (3) days of project completion. The 3% fee will accrue every (30) days until balance paid in full.

AUTHORIZED SIGNATURE _____

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to work as specified. Payments will be made as outlined above. I understand that I can cancel within three (3) business days of signing.

ACCEPTED: [REDACTED]
(print name)

SIGNATURE: [REDACTED]

DATE: 3-5-25

SIGNATURE: _____

Independent Construction | 570.561.9445
1501 S. Memorial Highway, Suite 8, Shavertown, PA 18708

EXHIBIT I



Licensed & Insured
PA110912

Proposal Submitted To:

Date: 05/05/2025

Name: [REDACTED]
Address: [REDACTED]
City: Shavertown
State: PA
Zip Code: 18708
Phone Number: [REDACTED]
Email: [REDACTED]

- Remove existing siding
- Install 3/8" Fanfold Insulation
- Install new siding, color by owner WHITE Dutchlap
- Install all j- channels, trims, corners, and light blocks
- Install all necessary flashings
- Install new construction grid windows
- Change 2 outdoor outlets
- Install New Soffit, Fascia, Gutters, And Downspouts
- Remove and Collect Awnings
- All permits fees included
- Removal of all debris
- Total Cost \$21,200.00
- Deposit in amount of 50% total cost is due prior to work start, 50% due upon completion (see terms below)

We hereby propose to furnish labor and material complete in accordance with the above specifications. All material is guaranteed to be as specified; All work to be completed in a workmanlike manner to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders. Changes will be subject to an additional cost over and above existing proposed estimate. initial Our workers are carefully covered by Workmen's Compensation Insurance. We carry Property Liability Insurance. Failure to make complete total payment of any project shall void any guarantee, expressed or implied. Proposal terms guaranteed for (60) days. Payment terms due upon completion. A 3% fee will be applied to any unpaid balance after (3) days of project completion. The 3% fee will accrue every (30) days until balance paid in full.

AUTHORIZED SIGNATURE

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to work as specified. Payments will be made as outlined above, I understand that I can cancel within three (3) business days of signing.

ACCEPTED: _____ SIGNATURE: _____

(print name)

DATE: _____ SIGNATURE: _____

Independent Construction | 570.561.9445 |
1501 South Memorial Highway, Suite B, Shavertown, PA 18708
www.Independentconstructionnepa.com
Independentconstruction1999@gmail.com

EXHIBIT J



Licensed & Insured
PA110912

Proposal Submitted To:

Date: 02/12/25

Name: [REDACTED]
Address: [REDACTED]
City: Kingston
State: Pennsylvania
Zip Code: 18704
Phone Number: [REDACTED]
Email: [REDACTED]

Exterior

- Paint Front porch, floor, columns, etc.
- Install Railings on porch
- Paint Foundation
- Paint Patio underside, ends, posts, wall, and steps
- Pressure wash sidewalks and steps
- Pressure wash shed, install battens, and seal

Basement

- Paint Basement wall and steps
- Install plywood in rear entry wellhole

First floor

- Paint all walls in all first floor rooms
- Carpet steps to second floor
- Paint handrail to second floor
 - Kitchen
- Repair overhead light
- Replace soil pipe and hot and cold water supply to 2nd floor bathroom
- Remove and replace sink and countertop
- Install new backsplash
- Install new faucet
- Install new rear door and trim
- Install new window trim above sink
- Install new cabinets
- Install new cabinet hardware
- Remove dutch door and replace with new door (3/4 window)

Second Floor

- Bedroom 1
 - Install new romex wiring including light fixture and new receptacles
 - Run new wire and breaker from box
 - Insulate walls
 - Frame in closet with bi-fold doors
 - Install new 1/2" sheetrock on walls and ceiling
 - Install laminate flooring
 - Prime and paint
 - Install new receptacles and wall plates
 - Install trim for windows and doors
 - Install baseboard
- Office
 - Paint walls
- Bedroom 2
 - Repair electrical overhead
 - Paint ceiling grid
 - Install new ceiling blocks
 - Paint walls



- Install laminate flooring
- Install trim for windows and doors
- Install baseboard
 - Bathroom
- Gut bathroom except ceiling
- Remove first common wall between bathroom and bedroom
- Use closet space from bedroom 2 and bathroom linen space
- Run new electrical
- Install vent fan
- Install insulation
- Install new sheetrock on walls and ceilings
- Install new tub and surround
- Install new vanity
- Install new flooring
- Install trim

Third Floor

- Front room
- Install new t and g wood ceiling
- Install 2 exterior doors to side storage
- Paint and prime
- Finish floor
 - Rear room
- Remove sink and cabinets
- Repair walls
- Install new wiring and light fixture
- Paint
- Finish floor
- Install window and door trim
- Install baseboard trim
- All permits fees included
- Removal of all debris
- Total Cost \$60,000.00
- Deposit in amount of 50% total cost is due 10 days prior to work start, 50% due upon completion (see terms below)

We hereby propose to furnish labor and material complete in accordance with the above specifications
All material is guaranteed to be as specified; All work to be completed in a workmanlike manner to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders. Changes will be subject to an additional cost over and above existing proposed estimate of \$60,000. Our workers are carefully covered by Workmen's Compensation Insurance. We carry Property Liability Insurance. Failure to make complete total payment of any project shall void any guarantee, expressed or implied. Proposal terms guaranteed for (60) days. Payment terms due upon completion. A 3% fee will be applied to any unpaid balance after (3) days of project completion. The 3% fee will accrue every (30) days until balance paid in full.

AUTHORIZED SIGNATURE

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to work as specified. Payments will be made as outlined above. I understand that I can cancel within three (3) business days of signing.



ACCEPTED: _____ SIGNATURE: _____
(print name)
DATE: _____ SIGNATURE: _____

Independent Construction | 570.561.9445 |
1501 South Memorial Highway, Suite 8, Shavertown, PA 18708
www.independentconstructionnepa.com
independentconstruction1999@gmail.com

EXHIBIT K



Licensed & Insured
PA110912

Proposal Submitted To:

Name: [REDACTED]
Address: [REDACTED]
City: Luzerne
State: PA
Zip Code: 18709
Phone Number: 570 [REDACTED]
Email: [REDACTED]

Date: 05-19-25

- Necessary Excavation
- Deck box will be built out of 2x8 pressure treated lumber
- Deck Size Approx. 14 x 14
- Second Deck Size Approx. 4 x 4
- Install 2 sets of stairs on second deck
- Decking will be Composite Fiberon "Tuscan Villa"
- Railings will be Rmdl Classic white
- Install lattice around deck
- All permit fees included
- Removal of all debris
- Total cost \$18,000.00
- Deposit in amount of 50% total cost is due prior to us starting work pending material availability and weather permitting, 50% due upon completion (see terms below)
- Proposal terms are good for five days due to frequent changes in material costs

We hereby propose to furnish labor and material complete in accordance with the above specifications. All material is guaranteed to be as specified; All work to be completed in a workmanlike manner to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders. Changes will be subject to an additional cost over and above existing proposed estimate. Initial Our workers are carefully covered by Workmen's Compensation Insurance. We carry Property Liability Insurance. Failure to make complete total payment of any project shall void any guarantee, expressed or implied. Proposal terms guaranteed for (60) days. Payment terms due upon completion. A 3% fee will be applied to any unpaid balance after (3) days of project completion. The 3% fee will accrue every (30) days until balance paid in full.

AUTHORIZED SIGNATURE _____

.....
ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to work as specified. Payments will be made as outlined above. I understand that I can cancel within three (3) business days of signing

ACCEPTED: _____ SIGNATURE: _____

(print name)

DATE: _____ SIGNATURE: _____

EXHIBIT L

The Luzerne Legal Register

Established 1872

(Cite Vol. 115 Luz. Reg. Reports)

VOL. 115 Wilkes-Barre, PA, Friday, July 11, 2025

No. 28

POSTMASTER: Send address changes to THE LUZERNE LEGAL REGISTER,
200 N. River Street, Room 23, Wilkes-Barre, PA 18711-1001
Periodical postage paid at Wilkes-Barre, PA and additional office.

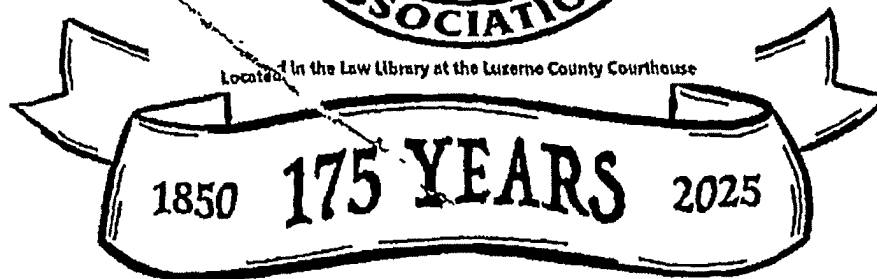
Price \$125 Per Year

Single Copies \$3.00

Bar News Must Be Received by 12 O'Clock Noon, Friday for the Following Week of Publication.
Legal Notices and Ads Must Be Received by 12 O'Clock Noon, Monday in the Week of Publication.



Located in the Law Library at the Luzerne County Courthouse



(USPS 322-840)

PUBLISHED WEEKLY BY

The Wilkes-Barre Law and Library Association

Back Issues of *The Luzerne Legal Register* are posted
on the Bar website at Luzernecountybar.com
and may be viewed and/or downloaded.

Legal Ads published in this issue may be electronically
searched online at www.palegalads.org.

"JB" Joseph Paul Justice Burke, III
Reporter of Decisions of the Court of
Common Pleas and Editor-in-Chief

Kristin R. Shimonis
Editor
Commercial Advertising,
Legal Notices and Bar News

Gail Kopiaik
Bar Website Editor

Tel. 570-822-6712 Fax 570-822-8210

WEBSITE ADDRESS:
www.luzernecountybar.com

All legal notices must be submitted in typewritten form
and are published exactly as submitted by the advertiser.
Neither *The Luzerne Legal Register* nor the printer (Clare
Printing) will assume any responsibility to edit, make
spelling corrections, eliminate errors
in grammar, or make changes to content.

THE LUZERNE LEGAL REGISTER

You have been sued in court. If you wish to defend against the claims in this notice, you must take action within twenty (20) days after this publication, 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 NOTICE TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Lawyer Referral Service
Wilkes-Barre Law and Library
Assoc.

200 N. River Street
Room 23
Wilkes-Barre, PA 18711
(570) 822-6029

- or -

North Penn Legal Services
33 North Main Street
Suite 200
Pittston, PA 18640
(570) 299-4100

July 11

NOTICE

VINCE FAMILY
CONSTRUCTION, INC.
has been incorporated under the
provisions of the Pennsylvania

Business Corporation Law of
1988, as amended.

ANDREW J. KATSOCK, III,
ESQUIRE

15 Sunrise Drive
Wilkes-Barre, PA 18705

July 11

FICTITIOUS NAME REGISTRATION

NOTICE IS HEREBY GIVEN
that a Registration of Fictitious
Name was filed in the Depart-
ment of State of the Common-
wealth of Pennsylvania on May
21, 2025, for:

TIDE TO TRAIL ART STUDIO
with a principal place of business
located at: 62 Ironmaster Rd.,
Drums, PA 18222 in Luzerne
County. The individual interested
in this business is Cynthia Pais-
ley, also located at: 62 Ironmas-
ter Rd., Drums, PA 18222. This
is filed in compliance with 54 Pa.
C.S. 311.

July 11

PETITION FOR CHANGE OF NAME

NOTICE IS HEREBY GIVEN
that on June 16, 2025 the Peti-
tion for Change of Name of Chris-
topher Robert Dickson, was filed
in the Court of Common Pleas of
Luzerne County, docket number
07098 of 2025, praying for a
Decree to change his name to
Christopher Robert Wilkes.

The Court has set a hearing
date on September 15, 2025, at
1:00 p.m. at the Luzerne County
Courthouse, 200 N. River Street,
Wilkes-Barre, PA 18711, as the
time and place for the hearing on
said Petition, when and where all

THE LUZERNE LEGAL REGISTER

North Penn Legal Services, Inc.

33 N. Main Street
Suite 200
Pittston, PA 18640
(570) 299-4100
(855) 236-6405 Toll free
(570) 824-0001 Fax

- or -

101 West Broad Street
Suite 713
Hazleton, PA 18201
(570) 455-9512
(877) 515-7628 Toll free
(570) 455-3625 Fax

Servicios Legales de
North Penn, Inc.

33 la Calle Main del Norte
Oficina 200
Pittston, PA 18640
(570) 299-4100
(855) 236-6405
Llamada gratuita
(570) 824-0001 Fax

- or -

101 la Calle Broad del Oeste
Oficina 713
Hazleton, PA 18201
(570) 455-9512
(877) 515-7628
Llamada gratuita
(570) 455-3625 Fax

TROY FREEDMAN,
ESQUIRE
ID No. 85165
ROBERTSON, ANSCHUTZ,
SCHNEID, CRANE &
PARTNERS, PLLC
A Florida professional limited
liability company

Attorneys for Plaintiff

133 Gaither Drive
Suite F
Mt. Laurel, NJ 08054
(855) 225-6906

July 11

IN THE COURT OF COMMON
PLEAS OF LUZERNE COUNTY,
PENNSYLVANIA
CIVIL ACTION—LAW

NO.: 202203459

NOTICE OF ACTION IN
MORTGAGE FORECLOSURE

WELLS FARGO BANK, N.A.
Plaintiff

vs.

Chivonne Adams, as Believed
Heir and/or Administrator of
the Estate of Ernest Dunn
a/k/a Ernest J. Dunn, III;
Unknown Heirs and/or
Administrators of the Estate of
Ernest Dunn a/k/a Ernest J.
Dunn, III (if any)

Defendants

TO: Unknown Heirs and/or Ad-
ministrators of the Estate of
Ernest Dunn a/k/a Ernest J.
Dunn, III (if any)

You are hereby notified that
Plaintiff, Wells Fargo Bank, N.A.,
filed an Action in Mortgage Fore-
closure endorsed with a Notice to
Defend, in the Court of Common
Pleas of Luzerne County, Penn-
sylvania, docketed to No. 20220-
3459, seeking to foreclose the
mortgage secured by the real
estate located at 367 West Coun-
ty Road, Sugarloaf, PA 18249-
0000.

A copy of the Action in Mort-
gage Foreclosure will be sent to
you upon request to the Attorney
for the Plaintiff, MDK Legal, P. O.
Box 165028, Columbus, OH
43216-5028. Phone (614) 220-
5611.