

IN THE COURT OF COMMON PLEAS OF
MIFFLIN COUNTY, PENNSYLVANIA
CIVIL ACTION - EQUITY

COMMONWEALTH OF PENNSYLVANIA,
OFFICE OF ATTORNEY GENERAL

Plaintiff

v.

MEADOWVIEW MANOR SERVICES, LLC
d/b/a MEADOWVIEW MANOR

and

EMPOWERED INVESTMENT GROUP, LLC

and

MICHAEL W. BOGGS, Individually and as
sole member/owner of Meadowview Manor
Services, LLC and Empowered Investment
Group, LLC

Defendants

Case No: CP-44-CV-938-2016

PROTHONOTARY
CLERK OF COURTS
2018 MAY -3 PM 12:11

MIFFLIN COUNTY

ORDER

AND NOW, this 3rd day of May, 2018, the attached Consent
Petition agreed to by counsel and all parties is hereby entered as the **ORDER** and **DECREE** of
this Court.

The Original of this Document has
been filed in the Office of the
Prothonotary/Clerk of Court on

J.

C. Patrick Greer, Esq.
Anthony Zanon, Esq.
File

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Services, LLC and Empowered Investment
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Defendants

Case No: CP-44-CV-938-2016

PROthonOTARY
CLERK OF COURTS

2018 MAY -2 PM 2:37

MIFFLIN COUNTY

CONSENT PETITION FOR FINAL DECREE

AND NOW COMES, the Commonwealth of Pennsylvania, by the Attorney General Josh Shapiro, through the Health Care Section ("Commonwealth" or "Plaintiff"), filed a Complaint ("Complaint") in the above captioned matter, pursuant to the Unfair Trade Practices and Consumer Protection Law, 73 P.S. §§ 201-1, *et seq.* ("Consumer Protection Law"), to restrain by permanent injunction unfair or deceptive acts or practices in the conduct of trade or

commerce declared unlawful by Section 201-3 of the Consumer Protection Law, as more fully set forth in the Complaint and incorporated herein:

WHEREAS, Defendant Michael W. Boggs (“Defendant Boggs” or collectively referred to as part of the “Defendants”) is an adult individual with a last known residential address of 7712 Main Road, Bedford, Pennsylvania 15522.

WHEREAS, Defendant Meadowview Manor Services, LLC d/b/a Meadowview Manor (“Defendant Meadowview” or collectively referred to as part of the “Defendants”) is a Pennsylvania limited liability company, which operates as a personal care home with a registered address of and principal place of business located at 2103 U.S. Highway South, 522 McVeytown, Pennsylvania 15237.

WHEREAS, Defendant Empowered Investment Group, LLC (“Defendant Empowered Investment” or collectively referred to as part of the “Defendants”) is a Pennsylvania limited liability company, whose registered address is 7712 Main Road, Bedford, Pennsylvania 15522.

WHEREAS, unless otherwise specified, whenever reference is made in this Consent Petition to any act of any of the Defendants, or any employee and/or agent of the Defendants, such allegation shall be deemed to mean the act of Defendant Boggs, Defendant Meadowview, and Defendant Empowered Investment, acting individually, jointly, severally, or in concert with one another.

WHEREAS, Defendants have engaged in trade and commerce within the Commonwealth of Pennsylvania by owning and operating a licensed personal care home, doing business as Meadowview Manor and/or Meadowview Manor Personal Care Community since October 2012.

WHEREAS, the Commonwealth's Complaint alleged that the Defendants have violated the Consumer Protection Law and the Personal Care Homes Regulations, 55 Pa. Code §§ 2600, *et seq.*, in the manner set forth in the Complaint by, among other things, failing to provide refunds to residents for previously paid charges for rent within 30 days of discharge or transfer and failing to provide residents with a safe and sanitary facility.

WHEREAS, the Defendants are desirous of complying with the laws of the Commonwealth and the provisions of this Consent Petition, and have executed this Consent Petition with the intent that upon approval of the Court, the provisions of this Consent Petition shall constitute a Final Decree of the Court with respect to these parties to this Consent Petition.

WHEREAS, the Defendants hereby agree to cease and desist from engaging in any of the matters alleged by the Commonwealth to be unlawful in its Complaint by consenting to the provisions set forth herein.

WHEREAS, the parties to this Consent Petition are agreeable in the matter to accept this Consent Petition in lieu of proceeding to trial.

WHEREAS, the Defendants hereby agree by the signing of this Consent Petition to recognize any and all obligations, liabilities, responsibilities and encumbrances as set forth in this Consent Petition.

NOW THEREFORE, the Defendants agree, for themselves, their successors, assigns, agents, employees, representatives and all other persons acting on their behalf, directly or indirectly, or through any corporate or other business device as follows:

I. Injunctive and Affirmative Relief

A. Defendants shall comply with any and all provisions of the Consumer Protection Law and any amendments thereto; and, are permanently enjoined from any violation thereof.

B. Defendants shall be permanently enjoined from owning or operating a personal care home in or from the Commonwealth of Pennsylvania.

II. Monetary Relief

A. Defendants agree to pay the sum of Forty Two Thousand Nine Hundred and Seventy One Dollars (\$42,971.00) ("Required Payment"), which shall be allocated as follows:

1. **Costs of Investigation** in the amount of Seven Thousand Five Hundred Dollars (\$7,500.00) shall be distributed to the Commonwealth of Pennsylvania, Office of Attorney General, to reimburse the costs incurred in pursuing this enforcement action, and shall be deposited in an interest-bearing account from which both principal and interest shall be expended for future public protection and education purposes; and

2. **Restitution** in the amount of Thirty Five Thousand Four Hundred and Seventy One Dollars (\$35,471.00). The manner and timing of distribution of restitution will be at the sole discretion of the Commonwealth. For those consumers who the Commonwealth is unable to locate, refuse their restitution checks, or do not cash their restitution checks within six (6) months of the date of issuance, those amounts shall revert to the Commonwealth as Costs of Investigation.

B. **Payment Terms:** Defendants agree to pay the Required Payment as follows:

1. By making an initial payment of Ten Thousand Dollars (\$10,000.00) within (15) fifteen days of Court approval of this Consent Petition;

2. By making nine (9) monthly payments thereafter, each in the amount of Three Thousand Five Hundred Dollars (\$3,500.00);

3. By making a final payment in the amount of One Thousand Four Hundred and Seventy One Dollars (\$1,471.00);
4. Each payment described in Paragraphs II(B)(2) and (3) must be received by the Commonwealth on or before the thirtieth (30th) day from which the immediately preceding payment was made;
5. Payments shall be made by certified check, cashier's check, or money order made payable to the Commonwealth of Pennsylvania, and forwarded to Patrick M. Greene, Deputy Attorney General, Commonwealth of Pennsylvania, Office of Attorney General, Health Care Section, Strawberry Square 14th Floor, Harrisburg, PA 17120.

C. **Suspended Civil Penalty** – A civil penalty pursuant to Section 201-8(b) of the Consumer Protection Law is assessed against the Defendants in favor of the Commonwealth of Pennsylvania, Office of Attorney General in the amount of Seventy Five Thousand Dollars (\$75,000.00) and shall be suspended at the this time (“Suspended Civil Penalty”).

1. The Suspended Civil Penalty shall not become due and payable by the Defendants to the Commonwealth unless and until a Court determines that the Defendants have engaged in acts or practices that violate any of the terms contained within this Consent Petition.
2. Should the Suspended Civil Penalty be found to be due and payable by a Court, the payments shall become immediately due and owing by the Defendants
3. The Defendants acknowledge that the requirement to pay the Suspended Civil Penalty shall be in addition to, and not in lieu of, any other sanctions that

may be imposed under Section 201-8(a) of the Consumer Protection Law or any other applicable statute or rule of law.

D. After Defendants have made the Required Payment, Defendants shall no longer have any property right, title, interest, or other legal claim in any funds held in escrow.

E. Defendants shall be jointly and severally liable for all amounts that are due and owing under this Consent Petition.

F. Defendants stipulate and agree that the payments, set forth in Paragraphs II(A)(1) and (2) herein, are non-dischargeable under §§523(a)(2)(a) and 523(a)(7) of the Bankruptcy Code, 11 U.S.C. §§523(a)(2)(a) and 523(a)(7).

III. Miscellaneous Terms

A. The Defendants certify that Michael Boggs, owner of Meadowview Manor Services, LLC and Empowered Investment Group, LLC, is authorized by the Defendants to enter into this Consent Petition on behalf of the Defendants and that his signature on this document binds the Defendants to all terms herein.

B. This Consent Petition may be executed in any number of counterparts and by different signatories on separate counterparts, each of which shall constitute an original counterpart hereof and all of which together shall constitute one and the same document. One or more counterparts of this Consent Petition may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart hereof.

C. This Consent Petition sets forth all of the promises, covenants, agreements, conditions and understandings between the parties, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, expressed or implied. There are no representations, arrangements, or understandings, oral or written, between the

parties relating to the subject matter of this Consent Petition that are not fully expressed herein or attached hereto. Each party specifically warrants that this Consent Petition is executed without reliance upon any statement or representation by any other party hereto, except as expressly stated herein.

D. Defendants shall not, directly or indirectly, form a separate entity or corporation for the purpose of engaging in acts prohibited by this Consent Petition or for the purpose of circumventing this Consent Petition.

E. If any clause, provision or section of this Consent Petition shall, for any reason, be held illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other clause, provision or section of this Consent Petition and this Consent Petition shall be construed and enforced as if such illegal, invalid, or unenforceable clause, section or other provision had not been contained herein.

F. Neither Plaintiff nor Defendants shall be considered the drafter of this Consent Petition or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Consent Petition.

NOW WHEREFORE, the Commonwealth and the Defendants hereby stipulate that the Order of Court to be issued pursuant to this Consent Petition for Final Decree shall act as a permanent injunction issued under Section 201-4 of the Consumer Protection Law, and that breach of any of the terms of this Consent Petition or the Order accompanying it shall be sufficient cause for the Commonwealth, by its Attorney General, to seek penalties as provided in Section 201-8 of the Consumer Protection Law and any other relief as the Court shall determine.

PROVIDED, this Court shall maintain jurisdiction over the subject matter of this Consent Petition and over the Defendants for purposes of enforcement of this injunction, Consent Petition and Order accompanying it; however, nothing contained herein shall be construed to waive or limit any right of action by any consumer, person or entity, or by any local, state, federal or other governmental entity.

NOW THEREFORE, without trial or adjudication of the facts or law herein between the parties to this Consent Petition, other than the previous proceedings in this matter, the Defendants agree to the signing of this Consent Petition for Final Decree and this Court hereby orders that the Defendants shall be permanently enjoined from breaching any and all of the aforementioned provisions.

WE HEREBY consent to this Consent Petition and Permanent Injunction and submit the same to this Honorable Court for making and entry of a Final Order of the Court.

For the Plaintiff:

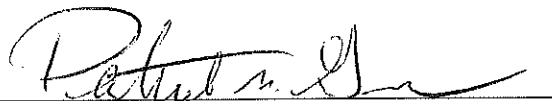
COMMONWEALTH OF PENNSYLVANIA

JOSH SHAPIRO
ATTORNEY GENERAL

Dated: _____

5/1/18

By: _____




Patrick M. Greene
Deputy Attorney General
PA Attorney I.D. No. 309722
Office of Attorney General
Health Care Section
14th Floor, Strawberry Square
Harrisburg, Pennsylvania 17120
Telephone: (717) 705-6938
Facsimile: (717) 787-1190

Email: pgreene@attorneygeneral.gov

For the Defendants:

MICHAEL W. BOGGS, individually


Date: 4-27-18

By: 

Michael W. Boggs
7712 Main Road
Bedford, Pennsylvania 15522

MEADOWVIEW MANOR SERVICES, LLC d/b/a
MEADOWVIEW MANOR


Date: 4-27-18

By: 

Michael W. Boggs, Owner
Meadowview Manor Services, LLC d/b/a
Meadowview Manor
2103 U.S. Highway South, 522
McVeytown, Pennsylvania 15237

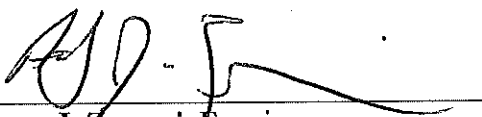
EMPOWERED INVESTMENT GROUP, LLC

Date: 4-27-18

By: 

Michael W. Boggs, Owner
Empowered Investment Group, LLC
7712 Main Road
Bedford, Pennsylvania 15522

Date: 4-27-18

By: 

Anthony J. Zanoni, Esquire

Zanoni Law Office
118 S. Juliana Street
Bedford, Pennsylvania 15522
(Counsel for all Defendants)

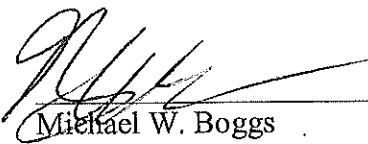
RESOLUTION OF

MEADOWVIEW MANOR SERVICES, LLC

The Resolution set forth herein was adopted on the 27th day of April, 2018, at a meeting of all members of Meadowview Manor Services, LLC d/b/a Meadowview Manor or by the person or persons designated by the members of Meadowview Manor Services, LLC d/b/a Meadowview Manor to manage it, as provided in the articles of organization or in the operating agreement.

RESOLVED, that Michael W. Boggs, Owner of Meadowview Manor Services, LLC d/b/a Meadowview Manor, is hereby authorized and empowered on behalf of Meadowview Manor Services, LLC d/b/a Meadowview Manor to enter into a Consent Petition for Final Judgment with the Commonwealth of Pennsylvania, Office of Attorney General, in settlement of the matter captioned Commonwealth of Pennsylvania, Office of Attorney General v. Meadowview Manor Services, LLC, et al., upon the terms and conditions contained in the Consent Petition for Final Judgment attached hereto and made a part hereof.

Date: 4-27-18

By: 
Michael W. Boggs
Owner, Meadowview Manor Services, LLC

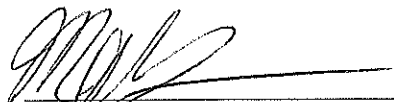
RESOLUTION OF

EMPOWERED INVESTMENT GROUP, LLC

The Resolution set forth herein was adopted on the 27th day of April, 2018, at a meeting of all members of Empowered Investment Group, LLC or by the person or persons designated by the members of Empowered Investment Group, LLC to manage it, as provided in the articles of organization or in the operating agreement.

RESOLVED, that Michael W. Boggs, Owner of Empowered Investment Group, LLC, is hereby authorized and empowered on behalf of Empowered Investment Group, LLC to enter into a Consent Petition for Final Judgment with the Commonwealth of Pennsylvania, Office of Attorney General, in settlement of the matter captioned Commonwealth of Pennsylvania, Office of Attorney General v. Meadowview Manor Services, LLC, et al., upon the terms and conditions contained in the Consent Petition for Final Judgment attached hereto and made a part hereof.

Date: 4-27-18

By: 
Michael W. Boggs
Owner, Empowered Investment Group, LLC

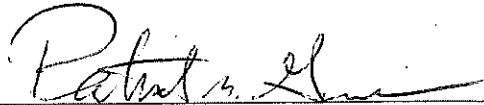
CERTIFICATE OF COMPLIANCE

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 requires filing confidential information and documents differently than non-confidential information and documents.

Date:

5/1/18

By:



Patrick M. Greene
Deputy Attorney General
PA Attorney I.D. No. 309722
Office of Attorney General
Health Care Section
14th Floor, Strawberry Square
Harrisburg, Pennsylvania 17120
Telephone: (717) 705-6938
Facsimile: (717) 787-1190
Email: pgreene@attorneygeneral.gov

PROthonotary
CLERK OF COURTS

2018 MAY -2 PM 2:37

DAUPHIN COUNTY

CERTIFICATE OF SERVICE

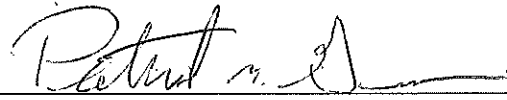
I, Patrick M. Greene, do hereby certify that a true and correct copy of the foregoing

Consent Petition for Final Decree was served upon the following via First Class Mail and Email

on the date noted below:

Anthony J. Zaroni, Esquire
118 S. Juliana Street
Bedford, PA 15522
Telephone: (814) 623-1772
Fax: (814) 623-6818
Email: zanonilawoffice@embarqmail.com

Date: 5/1/18

By: 
Deputy Attorney General
Health Care Section
Office of Attorney General

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SOUTH COUNTY