

IN THE COURT OF COMMON PLEAS FOR ERIE COUNTY, PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL,
By Attorney General Josh Shapiro

CIVIL DIVISION

Plaintiff,

v.

Case No. 13246-18

STAHL BROTHERS PLUMBING, INC. d/b/a
ROOTER MAN,

PEARL PLUMBING, INC. f/d/b/a ROTO
ROOTER,

NOLAN R. STAHL, Individually and as Owner of
STAHL BROTHERS PLUMBING, INC. d/b/a
ROOTER MAN,

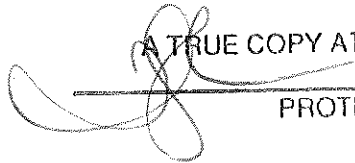
And

HOWARD E. STAHL, Individually and as Owner
of PEARL PLUMBING, INC. f/d/b/a ROTO
ROOTER,

Defendants.

COMMON PLEAS COURT
ERIE COUNTY
RECORDED
2018 OCT 19 PM 10:26

A TRUE COPY ATTEST



PROTHONOTARY

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally, or by attorney and filing, in writing, with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO, OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE:

Lawyer Referral & Information Service
PO Box 1792
Erie, PA 16507
(814) 459-4411
Mon-Fri
8:30 am – Noon; 1:15 pm – 3:00 pm

Respectfully submitted,

COMMONWEALTH OF PENNSYLVANIA
JOSH SHAPIRO
ATTORNEY GENERAL

Date: 12/13/18

By:



Jill Ambrose
Deputy Attorney General
PA Attorney No. 323549

Office of Attorney General
Bureau of Consumer Protection
1251 Waterfront Place
Mezzanine Level
Pittsburgh, PA 15222
Telephone: 412-565-3050
Facsimile: 412-880-0196

IN THE COURT OF COMMON PLEAS FOR ERIE COUNTY, PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL,
By Attorney General Josh Shapiro

Plaintiff,

v.

STAHL BROTHERS PLUMBING, INC. d/b/a
ROOTER MAN,

PEARL PLUMBING, INC. f/d/b/a ROTO
ROOTER,

NOLAN R. STAHL, Individually and as Owner of
STAHL BROTHERS PLUMBING, INC. d/b/a
ROOTER MAN,

And

HOWARD E. STAHL, Individually and as Owner
of PEARL PLUMBING, INC. f/d/b/a ROTO
ROOTER,

Defendants.

CIVIL DIVISION

Case No. _____

COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL
2011 DEC 16 10:10:26
ERIE COUNTY COURT

COMPLAINT

Filed on Behalf of Plaintiff:

COMMONWEALTH OF
PENNSYLVANIA, OFFICE OF
ATTORNEY GENERAL

Counsel of Record for this Party:

Jill Ambrose
Deputy Attorney General
PA Attorney No. 323549

Office of Attorney General
Bureau of Consumer Protection
1251 Waterfront Place
Mezzanine Level
Pittsburgh, PA 15222
Telephone: 412-565-3050
Facsimile: 412-880-0196

IN THE COURT OF COMMON PLEAS FOR ERIE COUNTY, PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL,
By Attorney General Josh Shapiro

Plaintiff,

v.

STAHL BROTHERS PLUMBING, INC. d/b/a
ROOTER MAN,

PEARL PLUMBING, INC. f/d/b/a ROTO
ROOTER,

NOLAN R. STAHL, Individually and as Owner of
STAHL BROTHERS PLUMBING, INC. d/b/a
ROOTER MAN,

And

HOWARD E. STAHL, Individually and as Owner
of PEARL PLUMBING, INC. f/d/b/a ROTO
ROOTER,

Defendants.

CIVIL DIVISION

Case No. _____

RECEIVED
OFFICE OF ATTORNEY GENERAL
JOSH SHAPIRO
MAY 10 10 10 AM '06
ERIE COUNTY

COMPLAINT

AND NOW, comes the Commonwealth of Pennsylvania by Attorney General Josh Shapiro, through the Bureau of Consumer Protection (hereinafter “Commonwealth” or “Plaintiff”), and brings this action pursuant to the Unfair Trade Practices and Consumer Protection Law, 73 P.S. § 201-1, *et. seq.* (hereinafter “Consumer Protection Law”), which authorizes the Attorney General to bring an action in the name of the Commonwealth of Pennsylvania, to restrain unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce declared unlawful by Section 201-3 of the Consumer Protection Law.

The Commonwealth has reason to believe that Stahl Brothers Plumbing, Inc. d/b/a Rooter Man, Pearl Plumbing, Inc. f/d/b/a Roto Rooter, Nolan R. Stahl, Individually and as owner of Stahl Brothers Plumbing, Inc. d/b/a Rooter Man, and Howard E. Stahl, Individually and as owner of Pearl Plumbing, Inc. f/d/b/a Roto Rooter (hereinafter “Defendants”), are using, have used or are about to use methods, acts or practices declared unlawful by Section 201-3 of the Consumer Protection Law; and, that citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices complained of are enjoined. The Commonwealth believes that the public interest is served by seeking before this Honorable Court a permanent injunction to restrain the methods, acts and practices of the Defendants as hereinafter set forth. Further, the Commonwealth requests restitution, injunctive relief, civil penalties, costs and other appropriate equitable relief as redress for violations of the Consumer Protection Law.

In support of this action the Commonwealth respectfully represents the following:

JURISDICTION

1. This Court has original jurisdiction over this action pursuant to Section 931 of the Judicial Code, 42 Pa. C.S.A. § 931(a).

VENUE

2. Venue lies with this Court pursuant to Pa.R.C.P. 1006(a)(1).

THE PARTIES

3. The Plaintiff is the Commonwealth of Pennsylvania, by Attorney General Josh Shapiro, through the Bureau of Consumer Protection (hereinafter “Bureau”), with offices located at 1251 Waterfront Place, Mezzanine Level, Pittsburgh, Pennsylvania 15222 and at 15th Floor, Strawberry Square, Harrisburg, Pennsylvania 17120.

4. Defendant Stahl Brothers Plumbing, Inc. d/b/a Rooter Man (hereinafter “Defendant Stahl Brothers Plumbing”) is a domestic business corporation with a registered business address of 620 East Main Street, Grove City, Pennsylvania 16127.

5. Defendant Pearl Plumbing, Inc. f/d/b/a Roto Rooter (hereinafter “Defendant Pearl Plumbing”) is a domestic business corporation with a registered business address of 620 Main St., Grove City, Pennsylvania 16127.

6. Defendant Nolan R. Stahl is an adult individual with a last known residential address of 2611 Acorn Drive, Lake City, Pennsylvania 16423. Defendant Nolan Stahl formerly worked as a service technician for Defendant Pearl Plumbing. Currently, Defendant Nolan Stahl is a director and co-owner of Defendant Stahl Brothers Plumbing and does business as a home improvement contractor under the fictitious name “Stahl Brothers Plumbing, Inc. d/b/a Rooter Man.”

7. Defendant Howard E. Stahl is an adult individual with a last known residential address of 2935 Belrose Avenue, Pittsburgh, Pennsylvania 15216. Defendant Howard Stahl is the President and owner of Defendant Pearl Plumbing and formerly did business in Pennsylvania under the fictitious name “Pearl Plumbing, Inc. d/b/a Roto Rooter.” Defendant Howard Stahl currently manages Defendant Stahl Brothers Plumbing.

8. Defendant Howard Stahl is the father of Defendant Nolan Stahl.

BACKGROUND

9. Defendants have engaged in trade and commerce within the Commonwealth of Pennsylvania, including Erie County, by contracting with Pennsylvania consumers for the provision of home improvement services and/or soliciting Pennsylvania consumers for home improvement services through the operation of a plumbing business.

10. At all times relevant and material hereto, Defendants Howard Stahl and/or Nolan Stahl authorized, approved, endorsed, formulated, directed, controlled, and/or participated in the conduct alleged herein.

11. The Bureau has received consumer complaints against Defendants indicating that Defendants have engaged in unfair and deceptive acts and practices in violation of the Home Improvement Consumer Protection Act, 73 P.S. § 517.1, *et seq.*, (hereinafter “HICPA”) and the Consumer Protection Law, as described more fully herein.

12. Among the consumers who have filed complaints against the Defendants are citizens sixty (60) years of age or older.

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

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

FACTS

15. From on or about March 26, 2008 to on or about August 29, 2017, Defendant Pearl Plumbing held the rights to use the trademarked name “Roto Rooter” in several counties in Northwestern Pennsylvania, including Erie County, pursuant to independent contractor agreements with Roto-Rooter Services Company.

16. While Defendant Pearl Plumbing was doing business as Roto Rooter, Defendant Nolan Stahl was employed by Defendant Pearl Plumbing as a service technician and supervisor.

17. Defendant Nolan Stahl's responsibilities as a service technician and supervisor for Defendant Pearl Plumbing included responding to calls from consumers regarding consumers' clogged sewer pipes and recommending services, replacements and/or repairs of sewer pipes and traps. Defendant Nolan Stahl also supervised other service technicians of Defendant Pearl Plumbing.

18. On or about October 22, 2013, the Bureau sent Defendant Howard Stahl a letter warning Defendant Howard Stahl of the Bureau's concerns that certain business practices of Defendant Pearl Plumbing and Defendant Nolan Stahl were in violation of HICPA and the Consumer Protection Law; specifically, the letter raised concerns about the following:

- a. An allegation made by a consumer to the Bureau that Defendant Nolan Stahl made a material misrepresentation of fact to her in recommending the repair or replacement of her sewer pipes;
- b. The allegations of three other consumers who filed complaints with the Bureau that Defendant Pearl Plumbing recommended and performed unnecessary goods and/or services;
- c. Defendant Pearl Plumbing's failure to utilize contracts that comply with HICPA; and
- d. Defendant Pearl Plumbing's improper use of Emergency Work Authorizations to obtain a waiver of the three-day right of rescission from consumers.

A true and correct copy of the October 22, 2013 warning letter from the Bureau is attached hereto and incorporated herein as Exhibit A.

19. On or about August 10, 2017, Defendant Stahl Brothers Plumbing was registered as a domestic business corporation with the Pennsylvania Department of State.

20. On or about August 23, 2017, Defendant Stahl Brothers Plumbing was initially registered with the Bureau under HICPA registration number PA134436.

21. On or about August 29, 2017, Roto-Rooter Services Company terminated its independent contractor agreements with Defendant Pearl Plumbing.

22. Since on or about September 1, 2017, Defendant Nolan Stahl has been doing business in Pennsylvania as Defendant Stahl Brothers Plumbing, Inc. d/b/a Rooter Man. Defendant Nolan Stahl is a director and co-owner of Defendant Stahl Brothers Plumbing and manages the day-to-day operations of the business.

23. As a co-owner of Defendant Stahl Brothers Plumbing, Defendant Nolan Stahl responds to calls from consumers regarding consumers' clogged sewer pipes and recommends services, replacements and/or repairs of sewer pipes and traps.

24. Defendant Howard Stahl is a paid employee of Defendant Stahl Brothers Plumbing. Defendant Howard Stahl manages this business and supervises technicians.

25. Defendant Howard Stahl's wife is also a director and co-owner of Defendant Stahl Brothers Plumbing.

26. At all times relevant and material hereto, Defendants advertised, solicited, and entered into contracts with Pennsylvania consumers for the provision of home improvement services, including but not limited to the repair and/or replacement of sewer pipes and traps.

27. Defendant Pearl Plumbing advertised that it's "team of professionals ... [could] handle even the most complex problems" and that its plumbers were "trained to the highest

industry standards.” A true and correct excerpted copy of Defendant Pearl Plumbing’s online advertising is attached hereto and incorporated herein as Exhibit B1.

28. Defendant Pearl Plumbing also advertised a “senior citizen discount” and represented itself as employing “plumbing experts” and “customer care professionals” who would provide “[a] quality service experience” and “[m]aid-like clean up service.” A true and correct copy of Defendant Pearl Plumbing’s advertising in a 2015 phone book is attached hereto and incorporated herein as Exhibit B2.

29. Defendant Stahl Brothers Plumbing advertises that it provides “professional plumbing and drain cleaning services” and “quality workmanship” to its customers. Furthermore, Defendant Stahl Brothers Plumbing advertises that “Rooter-Man can use a power drain snake, or a high pressure water jet, to quickly clear and clean walls the [sic] of the main drain line.” A true and correct copy of Defendant Stahl Brothers Plumbing’s online advertising is attached hereto and incorporated herein as Exhibits C.

30. Defendants entered into home improvement contracts with consumers at their residences, for home improvement services that exceeded a value of \$500.00.

31. In connection with multiple consumer contracts or solicitations of contracts, Defendants knowingly misrepresented that services, replacements, and/or repairs of sewer pipes were needed when such services, replacements, and/or repairs were not needed.

32. In connection with multiple consumer contracts or solicitations of contracts, Defendants made material misrepresentations to consumers about the condition of their sewer pipes in connection with the sale or solicitation of goods and/or services. For example, Defendants told consumers that their pipes were “crushed,” “caving in,” “collapsing,” “separated,” and/or had “holes” in them when such conditions, in fact, did not exist.

33. In connection with multiple consumer contracts or solicitation of contracts, Defendants made materially misleading statements and/or omissions to consumers in connection with the sale or solicitation of goods and/or services. For example, Defendants told a consumer that her front yard would be a “swamp” if she did not repair or replace her exterior sewer pipes. Defendants told other consumers that their sewer pipes needed to be replaced because the pipes were “pitting” and/or “rusting out.”

34. In at least two instances, Defendants knowingly misrepresented that video footage of sewer pipes was actual live video footage of the consumer’s sewer pipes when, in fact, the video footage was pre-recorded footage of other sewer pipes.

35. In at least two instances, Defendants failed to perform, without justification, the home improvement contract or project engaged in or undertaken by Defendant resulting in work that was shoddy and unworkmanlike.

36. The following are examples of consumer complaints received by the Bureau reflecting the allegations contained in Paragraphs 31-35:

- a. On or about February 13, 2017, Defendant Nolan Stahl reported to the home of two Erie County consumers over the age of sixty (60) who were experiencing a defective toilet. Defendant Nolan Stahl recommended replacing a sewer pipe that ran from the consumers’ upstairs toilet down to their basement for \$2,800.00. Additionally, Defendant Nolan Stahl told the consumers their interior sewer pipes (i.e., the pipes under their basement floor) were “caving in” and recommended replacing those pipes for \$7,200.00. After the consumers paid \$10,000.00 and allowed Defendant Pearl Plumbing to commence work, on or about February 14, 2017, Defendant Nolan Stahl purported to show the consumers a video of their exterior sewer pipes (i.e., the pipes from the house to the street) and recommended that these pipes also be replaced because they were also

“caving in.” The consumers declined to replace the exterior pipes. A recent video inspection of the consumers’ exterior sewer pipes revealed that the pipes are not caving in. The same video inspection also revealed that Defendant Pearl Plumbing did not exclude storm water runoff from the newly-installed interior sewage line, which connects to the public sanitary sewerage system, as required by Article 931.03 of Title Five of the Codified Ordinances of Erie, Part Nine – Streets, Utilities and Public Services Code. Additionally, Defendant Pearl Plumbing filled the trench dug for purposes of replacing the interior sewer pipes with cement while the trench had water in it and without filling it with gravel, leaving the consumers with water flooding their basement from the seams of the trench. The consumers had to pay an additional \$4,209.00 to another contractor to complete the project in a workmanlike manner. To finance all the aforementioned work, the consumers had to take out a second mortgage on their home. Defendants Pearl Plumbing and Howard Stahl refused to refund this consumer couple for the shoddy, unworkmanlike work.

- b. On or about June 28, 2017, Defendant Nolan Stahl reported to the home of an Erie County consumer over the age of sixty (60) to perform a “free camera survey” of her sewer pipes, which had been offered to her by another service technician of Defendant Pearl Plumbing after that technician had cleared a back-up in the consumer’s sewer pipes a few days prior. Without even bringing a camera cable into the consumer’s basement where the inspection was to be conducted and without putting on gloves to conduct the inspection, Defendant Nolan Stahl showed the consumer video footage and told the consumer her interior sewer pipes had holes in them and that sewage was draining through the pipes and into the ground under her home. Defendant Nolan Stahl gave the consumer a quote of \$5,000.00 to \$6,000.00 to repair and/or replace the pipes. The consumer subsequently got a second opinion from another plumber, who

informed the consumer that there were no holes in her sewer pipes. A recent video inspection of this consumer's pipes confirmed that the pipes do not have holes.

- c. On or about June 29, 2017, Defendant Nolan Stahl reported to the home of two Erie County consumers over the age of sixty (60) to unclog their laundry room sink. After conducting a video inspection of the consumers' interior sewer pipes, Defendant Nolan Stahl told the consumers that their interior sewer pipes were collapsing and needed to be replaced. After the consumers put down a \$1,000.00 deposit and allowed Defendant Pearl Plumbing to commence excavation of their basement, Defendant Nolan Stahl told the consumers that their exterior sewer pipes were also in need of repair or replacement and if they were not repaired or replaced the consumers' front yard would be "a swamp." The consumers ultimately got a second opinion from another plumbing company before Defendant Pearl Plumbing replaced most of their sewer pipes. The second company informed the consumers that neither sewer line was collapsing. A recent video inspection of the consumers' lines has confirmed that the pipes are not collapsing. The consumers paid the other plumbing company approximately \$3,485.00 and incurred other expenses necessary to fix the damage that had been caused by Defendant Pearl Plumbing's excavation of their basement. Despite the fact that the consumers did not replace their interior or exterior sewer pipes, they have not experienced any plumbing problems since the incident with Defendant Pearl Plumbing.

- d. On or about November 14, 2017, Defendant Nolan Stahl reported to the home of two Erie County consumers who were experiencing flooding in their basement. After conducting a video inspection of the consumer's interior sewer pipes, Defendant Nolan Stahl told the consumers that a section of the pipes needed to be repaired or replaced due to breaking and/or separations of the pipes. The consumer signed a contract for

\$4,500.00 and paid Defendant Stahl Brothers Plumbing in full. The consumers asked Defendant Nolan Stahl to save the broken or separated pipe for them to view, but Defendant Nolan Stahl failed to save the pipe and told the consumers that he forgot. After the repair/replacement of the interior pipes was completed, Defendant Nolan Stahl purported to place a camera line in a floor drain that he had just installed and showed the consumer a video of what Defendant Nolan Stahl represented to be the consumer's exterior sewer pipes. While showing the consumer the video, Defendant Nolan Stahl told the consumer that their exterior pipes also needed to be repaired or replaced because there was a separation and/or a breakage in those pipes. In fact, a camera cable could not have accessed the exterior pipes through that floor drain because access to the exterior pipes from the floor drain is blocked by a trap (through which a camera cannot practically be maneuvered to conduct an inspection) and the trap was clogged at the time of Defendant Nolan Stahl's purported inspection. The consumers obtained a second opinion from another plumber who unclogged the trap and installed a clean-out outside the consumers' home in order for a camera to access the exterior pipes. Upon conducting a video inspection through the clean-out access, the second plumber found no separations and/or breakages in the exterior pipes. A recent video inspection of the consumers' exterior pipes confirmed there are no separations and/or breakages in the pipes and that, in fact, the pipes are made of polyvinyl chloride ("PVC") plastic and are in excellent condition.

- e. On or about March 19, 2018, Defendant Nolan Stahl showed two Erie County consumers over the age of sixty (60) a video that he purported to be live footage of the consumers' sewer pipes that showed separations in the pipes. Defendant Nolan Stahl recommended that the consumers' pipes be repaired and/or replaced for approximately \$8,000.00. Upon getting a second opinion from another plumber, the consumers reported that the second plumber showed a live video of the consumers' sewage pipes that

showed no separations. The second plumber informed the consumers that their pipes were in good condition and did not need to be replaced. A recent video inspection of the consumers' pipes confirmed the second plumber's diagnosis.

37. Defendant Howard Stahl authorized the unfair and deceptive conduct of Defendant Nolan Stahl and other technicians employed by Defendant Pearl Plumbing. Defendant Howard Stahl was made aware of consumers' allegations that Defendant Nolan Stahl and other technicians for Defendant Pearl Plumbing recommended unnecessary goods and/or services and made material misrepresentations, material omissions of fact, and/or materially misleading statements in recommending goods and/or services from multiple sources, including from direct interactions with consumers and from consumer complaints received through the Bureau and the Better Business Bureau.

38. The following are examples of instances in which Defendant Howard Stahl was made aware of consumers' allegations that Defendant Pearl Plumbing, through the conduct of Defendant Nolan Stahl and other employees, engaged in unfair or deceptive acts or practices:

- a. In the aforementioned warning letter sent by the Bureau to Defendant Howard Stahl on October 22, 2013, the Bureau informed Defendant Howard Stahl that a consumer alleged that Defendant Nolan Stahl misrepresented to her that a Millcreek Township inspector agreed with his recommendation to repair or replace the consumer's sewer lines. In fact, the Millcreek Township inspector never made such a statement to Defendant Nolan Stahl nor did the inspector agree with Defendant Nolan Stahl's recommendation to repair or replace the consumer's sewer lines.
- b. On or about January 18, 2015, an Erie County consumer filed a complaint against Defendant Pearl Plumbing with the Better Business Bureau. The

complaint alleged that Defendant Pearl Plumbing's salesperson, listed as "Nolan," informed the consumer that his sewer pipes "required immediate replacement at a cost of approximately [\$]8,000." The complaint stated that the consumer got a second opinion from another plumber, who informed the consumer there was nothing wrong with the pipes. In the complaint, the consumer alleged that the "inaccurate assessment was intentional and a deliberate attempt to get us to purchase unnecessary services." The complaint was forwarded to Defendant Howard Stahl, who refused a refund and defended the conduct of Defendant Nolan Stahl.

- c. On or about February 28, 2017, a Forest County consumer filed a complaint against Defendant Pearl Plumbing with the Better Business Bureau. The complaint alleged that Defendant Pearl Plumbing's technician informed the consumer that her sewer pipes were broken and/or crushed and would cost \$3,775.00 to repair or replace. The complaint stated that the consumer got a second opinion from another contractor who was able to fix the consumer's problem for \$500.00 and informed the consumer that there was "no crushed pipe like Roto Rooter said." The consumer further alleged, "Roto Rooter's practices are fraudulent, unfair." The complaint was forwarded to Defendant Howard Stahl, who refused a refund and stood by the diagnosis of his technician.
- d. On or about July 6, 2017, an Erie county consumer informed Defendant Howard Stahl over the phone that the consumer had obtained a second opinion from another plumber, who had recorded video of the consumer's sewer pipes that showed the pipes were not collapsing as Defendant Nolan Stahl said. The consumer accused Defendants of attempting to scam him. Yet Defendant Howard Stahl continued to demand the outstanding payment from the consumer.

39. Despite Defendant Howard Stahl's knowledge of the aforementioned allegations against his technicians, including Defendant Nolan Stahl, Defendant Howard Stahl defended the conduct of his technicians and continued to employ Defendant Nolan Stahl as a service technician with the responsibility of recommending services, replacements, and/or repairs.

40. Not only did Defendant Howard Stahl defend the conduct of his technicians and fail to take corrective action, Defendant Howard Stahl took steps to deter third parties from warning consumers about and/or protecting consumers from Defendant Pearl Plumbing's unfair and deceptive business practices.

41. In connection with at least two consumer contracts, Defendants Pearl Plumbing and Howard Stahl rejected the consumers' timely efforts to cancel contracts within three business days of signing the contracts by refusing to refund the consumers' deposit within ten (10) business days.

42. In connection with one such consumer contract referenced in Paragraph 41, Defendants Pearl Plumbing and Howard Stahl misrepresented to the consumer that the consumer had waived his three-day right of recession. Defendants Pearl Plumbing and Howard Stahl made this misrepresentation to the consumer knowing that the consumer either did not waive his three-day right of recession or that such a waiver was unenforceable.

43. In connection with another consumer contract referenced in Paragraph 41, Defendants Pearl Plumbing, Howard Stahl, and/or Nolan Stahl furnished the consumer with an emergency work authorization waiving the consumer's three day right to cancel, despite the fact that the services were not needed to remedy a condition existing on the consumer's residential real property which rendered or had the capacity to render the consumer's residential real property uninhabitable. Despite the fact that the emergency work authorization was not valid,

Defendants Pearl Plumbing and Howard Stahl rejected the consumer's timely efforts to cancel the contract in writing within three days. A true and correct redacted copy of the contract containing the emergency work authorization is attached hereto and incorporated herein as Exhibit D. A true and correct redacted copy of the consumer's written notice cancelling the contract is attached hereto and incorporated herein as Exhibit E.

44. In connection with multiple consumer contracts, Defendants failed to provide consumers with notices of cancellation in duplicate that are attached to the contracts and easily detachable therefrom. Instead, Defendants provided consumers with a single sheet of paper that contained the contract on one side and the notice of cancellation on the other side.

45. In connection with multiple consumer contracts, Defendants utilized a contract that failed to set forth one or more of the following:

- a. The signature of the sales person on behalf of the contractor; and
- b. The approximate starting date and completion date.

A true and correct redacted copy of a contract utilized by Defendants are attached hereto and incorporated herein as Exhibit F.

46. Defendant Stahl Brothers Plumbing is co-owned by Defendant Nolan Stahl, two of Defendant Nolan Stahl's brothers, and Defendant Howard Stahl's wife (who is also Defendant Nolan Stahl's step-mother), all of whom are also directors of the company.

47. Defendant Howard Stahl's wife is listed as the primary contact and president for Defendant Stahl Brothers Plumbing in HICPA application for registration number PA134436.

48. Defendant Stahl Brothers Plumbing's HICPA application does not list any additional applicants other than Defendant Howard Stahl's wife.

49. Defendant Stahl Brothers Plumbing's HICPA application does not list the name, date of birth, home address, home telephone number, driver's license number, social security number of any other individual other than Defendant Howard Stahl's wife.

50. Defendant Stahl Brothers Plumbing's HICPA application does not list each director or individual holding greater than a 5% equity interest in Defendant Stahl Brothers Plumbing.

COUNT I - VIOLATIONS OF THE CONSUMER PROTECTION LAW

Engaging in Unfair Methods of Competition and Unfair or Deceptive Acts or Practices by Misrepresenting the Need for Repairs and/or Replacements and Deceiving Consumers About the Circumstances Evidencing the Purported Need for Repairs and/or Replacements

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

52. Section 201-3 of the Consumer Protection Law declares unlawful "[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce..." 73 P.S. § 201-3.

53. Defendants violated Section 201-3 of the Consumer Protection Law by engaging in the following conduct:

- a. Defendants knowingly misrepresented to consumers that their sewer lines/pipes were in need of servicing, replacement, and/or repairs when such servicing, replacement, and/or repairs were not needed;
- b. Defendants made material misrepresentations and/or material omissions of fact to consumers in connection with the sale of goods and/or services;
- c. Defendants made materially misleading statements to consumers in connection with the sale of goods and/or services;

- d. Defendants misrepresented that pre-loaded, recorded video was live video of consumers' sewer lines/pipes;
- e. Defendants Pearl Plumbing and Howard Stahl misrepresented to at least one consumer that the consumer had waived his three-day right of rescission;
- f. Contrary to Defendant Pearl Plumbing's advertising representing that it could handle complex jobs and its employees were "trained to the highest industry standards," Defendant Pearl Plumbing failed to complete at least one contract in a professional, workmanlike manner;
- g. Contrary to Defendant Stahl Brothers Plumbing's advertising representing that it provides "professional plumbing and drain cleaning services," "quality workmanship," and can quickly clear clogged drain lines using a high pressure water jet, Defendant Stahl Brothers Plumbing failed to complete at least one contract in a professional, workmanlike manner; and
- h. Defendants Pearl Plumbing, Howard Stahl, and/or Nolan Stahl furnished at least one consumer with an emergency work authorization purporting to waive the consumer's three day right to cancel, despite the fact that the services were not needed to remedy a condition existing on the consumer's residential real property which rendered or had the capacity to render the consumer's residential real property uninhabitable.

54. The aforementioned acts and practices constitute unfair methods of competition and/or unfair acts or practices as prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2 of said Law, including without limitation:

- a. Knowingly misrepresenting that services, replacements or repairs are needed if they are not needed, in violation of Section 201-2(4)(xv); and
- b. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, in violation of Section 201-2(4)(xxi).

73 P.S. § 201-3 and 201-2(4) (xv) and (xxi).

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

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

PRAYER FOR RELIEF

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

- A. Declaring Defendants' conduct, as set forth in this Complaint, to be in violation of the Consumer Protection Law;
- B. Directing Defendants to comply with the Consumer Protection Law and any amendments thereto;
- C. Directing the Defendants, pursuant to Section 201-4.1 of the Consumer Protection Law, to make full restitution to all consumers who have suffered losses as a result of the acts and practices alleged in this Complaint and any other acts or practices which violate the Consumer Protection Law;
- D. Directing the Defendants, pursuant to Section 201-8(b) of the Consumer Protection Law, to pay civil penalties in the amount of one thousand

dollars (\$1,000.00) for each and every violation of the Consumer Protection Law, and three thousand dollars (\$3,000.00) for each such violation involving a victim age sixty (60) or older;

- E. Enjoining Defendants from registering as home improvement contractors and/or submitting an application under HICPA.
- F. Enjoining Defendants from directing another to register on their behalf as a home improvement contractor and/or submit on their behalf an application under HICPA.
- G. Enjoining Defendants from engaging in the home improvement business, including owning or operating a home improvement business and advertising, offering for sale and selling home improvement services;
- H. Directing Defendants to pay the Commonwealth for the costs of its investigation and prosecution of this action; and
- I. Granting such other relief as the Court deems necessary and appropriate.

COUNT II – VIOLATIONS OF HICPA AND THE CONSUMER PROTECTION LAW

Failing to Complete Home Improvement Projects Resulting in Shoddy and Unworkmanlike Work

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

58. Section 517.9(5) of HICPA provides that, “[n]o person shall abandon or fail to perform, without justification, any home improvement contract or project engaged in or undertaken by a contractor.” 73 P.S. § 517.9(5).

59. Defendants violated Section 517.9(5) of HICPA by failing to perform at least two home improvement contracts or projects that Defendants had engaged in or undertaken resulting

in work that was shoddy, unworkmanlike, and contrary to Defendants' advertising representations regarding the quality of services Defendants provide to consumers.

60. The aforementioned acts and practices constitute violations of HICPA, including without limitation Section 517.9(5), 73 P.S. § 517.9(5).

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

62. The aforementioned acts and practices constitute unfair methods of competition and/or unfair or deceptive acts or practices as prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2(4) of said Law, including without limitation:

- a. Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services, in violation of Section 201-2(4)(ii);
- b. Representing that goods or services have a sponsorship, approval, characteristics, ingredients, uses, benefits or qualities that they do not have or that a person has a sponsorship, approval, status, affiliation or connection that he does not have, in violation of Section 201-2(4)(v);
- c. Representing that goods or services are of a particular standards, quality or grade, or that goods are of a particular style or model, if they are of another, in violation of Section 201-2(4)(vii);
- d. Advertising goods or services with intent not to sell them as advertised, in violation of Section 201-2(4)(ix); and
- e. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, in violation of Section 201-2(4)(xxi).

73 P.S. § 201-3 and § 201-4(ii), (v), (vii), (ix), and (xxi).

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

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

PRAYER FOR RELIEF

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

- A. Declaring Defendants' conduct, as set forth in this Complaint, to be in violation of the Consumer Protection Law and HICPA;
- B. Directing Defendants to comply with the Consumer Protection Law and HICPA and any amendments thereto;
- C. Directing the Defendants, pursuant to Section 201-4.1 of the Consumer Protection Law, to make full restitution to all consumers who have suffered losses as a result of the acts and practices alleged in this Complaint and any other acts or practices which violate the Consumer Protection Law and HICPA;
- D. Directing the Defendants, pursuant to Section 201-8(b) of the Consumer Protection Law, to pay civil penalties in the amount of one thousand dollars (\$1,000.00) for each and every violation of the Consumer Protection Law, and three thousand dollars (\$3,000.00) for each such violation involving a victim age sixty (60) or older;
- E. Enjoining Defendants from registering as home improvement contractors and/or submitting an application under HICPA;

- F. Enjoining Defendants from directing another to register on their behalf as a home improvement contractor and/or submit on their behalf an application under HICPA;
- G. Enjoining Defendants from engaging in the home improvement business, including owning or operating a home improvement business and advertising, offering for sale and selling home improvement services;
- H. Directing Defendants to pay the Commonwealth for the costs of its investigation and prosecution of this action; and
- I. Granting such other relief as the Court deems necessary and appropriate.

COUNT III– VIOLATIONS OF HICPA AND THE CONSUMER PROTECTION LAW

Rejecting Timely Efforts to Cancel Contracts

- 65. The preceding paragraphs are incorporated herein as though fully set forth below.
- 66. Section 517.7(b) of HICPA provides that “[a]n individual signing a home improvement contract ... shall be permitted to rescind the contract without penalty ... within three business days of the date of signing.” 73 P.S. § 517.7(b).
- 67. Section 201-7(a) of the Consumer Protection Law requires that, for contracts having a sale price of twenty-five dollars (\$25) or more contracted to be sold at the buyer’s residence, the consumer may rescind the contract or sale within three business days. 73 P.S. § 201-7(a).
- 68. Section 201-7(g) of the Consumer Protection Law requires that a seller honor any valid notice of cancellation within ten business days after receipt of the notice by refunding all payments made under the contract. 73 P.S. § 201-7(g).

69. Section 201-7(j.1)(1)(iii) of the Consumer Protection Law provides that the aforementioned right to cancel within three full business days “may be waived only through the execution of an emergency authorization form [where] the goods or services contracted for are needed to remedy a bona fide emergency on the buyer’s residential real property.”

70. Section 201-7(j.1)(2) of the Consumer Protection Law provides that “[t]o obtain a waiver under this section, the seller must furnish the buyer with an emergency work authorization form as well as a written estimate of the goods or the performance of services. This authorization will allow the seller to immediately proceed with the delivery of the goods or the performance of services necessary to remedy the bona fide emergency.”

71. Section 201-7(n) of the Consumer Protection Law defines “bona fide emergency” to mean “any condition existing on the buyer’s residential real property which renders or has the capacity to render the residential real property uninhabitable.”

72. Defendants Pearl Plumbing, Howard Stahl, and Nolan Stahl violated Section 517.7(b) of HICPA and Sections 201-7(a) and 201-7(b) and 201-7(g) of the Consumer Protection Law by rejecting consumers’ timely efforts to cancel contracts within three business days of signing the contracts, including at least one consumer whom these Defendants illegally furnished with an emergency work authorization form in order to proceed with the performance of services that were not necessary to remedy a condition existing on the consumer’s resident real property which rendered or had the capacity to render the residential real property uninhabitable and at least one consumer to whom Defendants misrepresented that the consumer had signed an emergency work authorization form when the consumer had not signed such form.

73. The aforementioned acts and practices constitute violations of HICPA, including without limitation Section 517.7(b), 73 P.S. § 517.7(b).

74. The aforementioned acts and practices constitute violations of the Consumer Protection Law, including without limitation Section 201-7(a), Section 201-7(b), and Section 201-7(g). 73 P.S. §§ 201-7(a), 201-7(b), and 201-7(g).

75. The aforesaid acts and practices constitute unfair methods of competition and/or unfair or deceptive acts or practices as prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2 of said Law; specifically, engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, in violation of Section 201-2(4)(xxi). 73 P.S. § 201-3 and § 201-2(4)(xxi).

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

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

PRAYER FOR RELIEF

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

- A. Declaring Defendants' conduct, as set forth in this Complaint, to be in violation of the Consumer Protection Law and HICPA;
- B. Directing Defendants to comply with the Consumer Protection Law and HICPA and any amendments thereto;
- C. Directing the Defendants, pursuant to Section 201-4.1 of the Consumer Protection Law, to make full restitution to all consumers who have suffered losses as a result of the acts and practices alleged in this

Complaint and any other acts or practices which violate the Consumer Protection Law and HICPA;

- D. Directing the Defendants, pursuant to Section 201-8(b) of the Consumer Protection Law, to pay civil penalties in the amount of one thousand dollars (\$1,000.00) for each and every violation of the Consumer Protection Law, and three thousand dollars (\$3,000) for each such violation involving a victim age sixty (60) or older;
- E. Enjoining Defendants from registering as home improvement contractors and/or submitting an application under HICPA;
- F. Enjoining Defendants from directing another to register on their behalf as a home improvement contractor and/or submit on their behalf an application under HICPA;
- G. Enjoining Defendants from engaging in the home improvement business, including owning or operating a home improvement business and advertising, offering for sale and selling home improvement services;
- H. Directing Defendants to pay the Commonwealth for the costs of its investigation and prosecution of this action; and
- I. Granting such other relief as the Court deems necessary and appropriate.

COUNT IV – VIOLATIONS OF HICPA AND THE CONSUMER PROTECTION LAW

Failing to Provide Easily Detachable Notices of Cancellation

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

79. Section 517.7(c) of HICPA requires that “[a] contractor or salesperson shall provide and deliver to the owner, without charge, a completed copy of the home improvement

contract at the time the contract is executed which shall contain all required notices.” 73 P.S. § 517.7(c).

80. Section 201-7(b)(2) requires that “[a]t the time of the sale or contract the buyer shall be provided with ...[a] completed form in duplicate, captioned, “Notice of Cancellation,” which shall be attached to the contract or receipt and easily detachable.” 73 P.S. § 201-7(b)(2).

81. Defendants violated Section 517.7(c) of HICPA and Section 201-7(b)(2) of the Consumer Protection Law by failing to provide consumers with contracts that contained attached and easily detachable notices of cancellation.

82. The aforementioned acts and practices constitute violations of HICPA, including without limitation Section 517.7(c), 73 P.S. § 517.7(c).

83. The aforementioned acts and practices constitute violations of the Consumer Protection Law, including without limitation Section 201-7(b)(2). 73 P.S. § 201-7(b)(2).

84. The aforesaid acts and practices constitute unfair methods of competition and/or unfair or deceptive acts or practices as prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2 of said Law; specifically, engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, in violation of Section 201-2(4)(xxi). 73 P.S. § 201-3 and § 201-2(4)(xxi).

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

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

PRAYER FOR RELIEF

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

- A. Declaring Defendants' conduct, as set forth in this Complaint, to be in violation of the Consumer Protection Law and HICPA;
- B. Directing Defendants to comply with the Consumer Protection Law and HICPA and any amendments thereto;
- C. Directing the Defendants, pursuant to Section 201-4.1 of the Consumer Protection Law, to make full restitution to all consumers who have suffered losses as a result of the acts and practices alleged in this Complaint and any other acts or practices which violate the Consumer Protection Law and HICPA;
- D. Directing the Defendants, pursuant to Section 201-8(b) of the Consumer Protection Law, to pay civil penalties in the amount of one thousand dollars (\$1,000.00) for each and every violation of the Consumer Protection Law, and three thousand dollars (\$3,000) for each such violation involving a victim age sixty (60) or older;
- E. Enjoining Defendants from registering as home improvement contractors and/or submitting an application under HICPA;
- F. Enjoining Defendants from directing another to register on their behalf as a home improvement contractor and/or submit on their behalf an application under HICPA;

- G. Enjoining Defendants from engaging in the home improvement business, including owning or operating a home improvement business and advertising, offering for sale and selling home improvement services;
- H. Directing Defendants to pay the Commonwealth for the costs of its investigation and prosecution of this action; and
- I. Granting such other relief as the Court deems necessary and appropriate.

COUNT V - VIOLATIONS OF HICPA AND THE CONSUMER PROTECTION LAW

Failing to Include all Required Terms and Disclosures in Contracts

- 87. The preceding paragraphs are incorporated herein as though fully set forth below.
- 88. Section 517.7(a) of HICPA requires the inclusion of specific information in home improvement contracts including, but not limited to, the following:
 - a. The signature of the contractor or a salesperson on behalf of a contractor, 73 P.S. § 517.7(a)(2)(ii); and
 - b. The approximate starting date and completion date, 73 P.S. § 517.7(a)(6).
- 89. Defendants violated Section 517.7(a) of HICPA by utilizing contracts that failed to include one or more of the above-noted information.
- 90. The aforementioned acts and practices constitute violations of HICPA, including without limitation Section 517.7(a), 73 P.S. § 517.7(a).
- 91. Section 517.10 of HICPA provides that a violation of HICPA is deemed a violation of the Consumer Protection Law. 73 P.S. § 517.10.
- 92. The aforementioned acts and practices constitute unfair methods of competition and/or unfair or deceptive acts or practices as prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2 of said Law, including without limitation:

- a. Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services, in violation of Section 201-2(4)(ii);
- b. Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation or connection that he does not have, in violation of Section 201-2(4)(v); and
- c. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, in violation of Section 201-2(4)(xxi).

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

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

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

PRAYER FOR RELIEF

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

- A. Declaring Defendants' conduct, as set forth in this Complaint, to be in violation of the Consumer Protection Law and HICPA;
- B. Directing Defendants to comply with the Consumer Protection Law and HICPA and any amendments thereto;
- C. Directing the Defendants, pursuant to Section 201-4.1 of the Consumer Protection Law, to make full restitution to all consumers who have suffered losses as a result of the acts and practices alleged in this

Complaint and any other acts or practices which violate the Consumer Protection Law and HICPA;

- D. Directing the Defendants, pursuant to Section 201-8(b) of the Consumer Protection Law, to pay civil penalties in the amount of one thousand dollars (\$1,000.00) for each and every violation of the Consumer Protection Law, and three thousand dollars (\$3,000.00) for each such violation involving a victim age sixty (60) or older;
- E. Enjoining Defendants from registering as home improvement contractors and/or submitting an application under HICPA;
- F. Enjoining Defendants from directing another to register on their behalf as a home improvement contractor and/or submit on their behalf an application under HICPA;
- G. Enjoining Defendants from engaging in the home improvement business, including owning or operating a home improvement business and advertising, offering for sale and selling home improvement services;
- H. Directing Defendants to pay the Commonwealth for the costs of its investigation and prosecution of this action; and
- I. Granting such other relief as the Court deems necessary and appropriate.

COUNT VI – VIOLATIONS OF HICPA AND THE CONSUMER PROTECTION LAW

Failing to Disclose Each Officer and Manager in a HICPA Application

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

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

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

98. Section 517.4(a)(1)(iii) of HICPA requires that a corporation making applications to the Bureau for registration as a contractor include the following information in the application:

- a. The name of each officer, manager and general partner, 73 P.S. § 517.4(a)(1)(iii)(A);
- b. The date of birth of each officer, manager and general partner, 73 P.S. § 517.4(a)(1)(iii)(B);
- c. The home address and home telephone number of each officer, manager and general partner, 73 P.S. § 517.4(a)(1)(iii)(C);
- d. The driver’s license number of each officer, manager, or general partner, 73 P.S. § 517.4(a)(1)(iii)(D);
- e. The social security number of each officer, manager, and general partner, 73 P.S. § 517.4(a)(1)(iii)(G); and
- f. The name of each director or each individual holding greater than a 5% equity interest in the entity, 73 P.S. § 517.4(a)(1)(iii)(H).

99. Defendants Stahl Brothers Plumbing, Howard Stahl and/or Nolan Stahl violated Sections 517.3, 517.9, and 517.4(a)(1)(iii) of HICPA by conducting business as a contractor in the Commonwealth despite Defendants’ failure to disclose in Defendant Stahl Brothers Plumbing’s HICPA application the above-listed information required by Section 517.4(a)(1)(iii) of HICPA.

100. The aforementioned acts and practices constitute violations of HICPA, including without limitation:

- a. Section 517.3;
- b. Section 517.9; and
- c. Section 517.4(a)(1)(iii).

73 P.S. §§ 517.3, 517.9; and 517.4(a)(1)(iii).

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

102. The aforementioned acts and practices constitute unfair methods of competition and/or unfair or deceptive acts or practices as prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2 of said Law, including without limitation:

- a. Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services, in violation of Section 201-2(4)(ii);
- b. Causing likelihood of confusion or of misunderstanding as to affiliation, connection or association with, or certification by, another, in violation of Section 201-2(4)(iii);
- c. Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation or connection that he does not have, in violation of Section 201-2(4)(v); and
- d. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, in violation of Section 201-2(4)(xxi).

73 P.S. § 201-3 and § 201-4 (ii), (iii), (v), and (xxi).

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

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

PRAYER FOR RELIEF

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

- A. Declaring Defendants' conduct, as set forth in this Complaint, to be in violation of the Consumer Protection Law and HICPA;
- B. Directing Defendants to comply with the Consumer Protection Law and HICPA and any amendments thereto;
- C. Directing the Defendants, pursuant to Section 201-4.1 of the Consumer Protection Law, to make full restitution to all consumers who have suffered losses as a result of the acts and practices alleged in this Complaint and any other acts or practices which violate the Consumer Protection Law and HICPA;
- D. Directing the Defendants, pursuant to Section 201-8(b) of the Consumer Protection Law, to pay civil penalties in the amount of one thousand dollars (\$1,000.00) for each and every violation of the Consumer Protection Law, and three thousand dollars (\$3,000) for each such violation involving a victim age sixty (60) or older;
- E. Enjoining Defendants from registering as home improvement contractors and/or submitting an application under HICPA;

- F. Enjoining Defendants from directing another to register on their behalf as a home improvement contractor and/or submit on their behalf an application under HICPA;
- G. Enjoining Defendants from engaging in the home improvement business, including owning or operating a home improvement business and advertising, offering for sale and selling home improvement services;
- H. Directing Defendants to pay the Commonwealth for the costs of its investigation and prosecution of this action; and
- I. Granting such other relief as the Court deems necessary and appropriate.

Respectfully submitted,

COMMONWEALTH OF PENNSYLVANIA
JOSH SHAPIRO
ATTORNEY GENERAL

Date: 12/13/18

By:



Jill Ambrose
Deputy Attorney General
PA Attorney No. 323549

Office of Attorney General
Bureau of Consumer Protection
1251 Waterfront Place
Mezzanine Level
Pittsburgh, PA 15222
Telephone: 412-565-3050
Facsimile: 412-880-0196

VERIFICATION

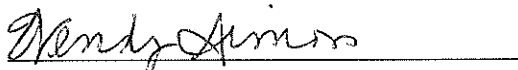
I, Emily Watson, being duly sworn according to law, hereby state that I am a Senior Agent with the Pennsylvania Office of Attorney General, Bureau of Consumer Protection, Erie Regional Office, and that I am authorized to make this verification on behalf of the Plaintiff, and that the facts in the foregoing *Complaint* are true and correct to the best of my knowledge, information, and belief.



Emily Watson
Senior Agent

Sworn and Subscribed to before me

this 13th day of December, 2018.



Notary Public (SEAL)

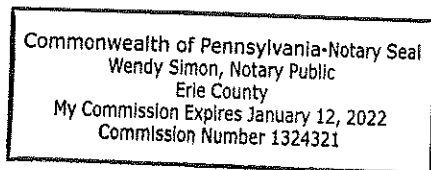


Exhibit A



COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

KATHLEEN G. KANE
ATTORNEY GENERAL

Bureau of Consumer Protection
Erie Regional Office
1001 State Street, Suite 1009
Erie, Pa 16501
Telephone: 814-871-4371
Fax: 814-871-4848

Sent by First Class Mail Postage Prepaid and
Certified Mail, Return Receipt Card Number: 7010 1870 0000 7881 1021

October 22, 2013

Howard Stahl
President Pearl Plumbing, Inc.
d/b/a Roto Rooter
620 West Main Street
Grove City, PA 16127

WARNING LETTER

Mr. Stahl,

Enclosed with this letter is a copy of a consumer complaint and related attachments received from consumer [REDACTED]. The complaint was informational in nature, providing the Bureau of Consumer Protection with a description of business practices she experienced when dealing with your company. You are not required to respond as the matter was apparently resolved through the return of a deposit and the cancellation of the contract.

A review of the complaint, as well as other complaints received in the last 18 months, raised concerns that this office believes require your attention.

Specifically, on August 21, 2013, Nolan Stahl, representing your company, responded to a call for assistance [REDACTED] made regarding what appeared to her to be a back-up of her sewer line. As the complaint explains, Nolan Stahl recommended the replacement of her inside sewer line. He called a Sewer Inspector from Millcreek Township to examine the line. While at the house, the inspector did not see or speak with [REDACTED]. But, after he left, Nolan Stahl told [REDACTED] that the inspector concurred with his diagnosis that a replacement of the inside sewer line was needed. [REDACTED] based her decision to approve the work and sign a contract partly on the information provided to her by Nolan Stahl that the sewer inspector agreed

Howard Stahl, President
Pearl Plumbing, Inc., d/b/a Roto Rooter

October 22, 2013

with his assessment of the problem that required a sewer line replacement. Later, after signing the contract for line replacement and paying \$2,800.00 as an up-front payment, [REDACTED] called and spoke with the Millcreek Township Sewer Inspector who explained to her that he had not agreed with Nolan Stahl that the sewer line was broken and that it needed to be replaced. As you are aware, [REDACTED] then cancelled the contract and your company returned her up-front payment.

It is the Bureau of Consumer Protection's position that home improvement contractors and their representatives; such as sales people, technicians or professionals, are prohibited from making representations to consumers that could induce them to make choices based on inaccurate or incomplete information, or, that lead to contracts for home improvements that may not be necessary.

In the above complaint, there was a misrepresentation made by your staff about what an official of Millcreek Township said regarding a repair proposed to a consumer by your company. Whether the recommended work was or was not necessary in this particular matter is not relevant. *Deceptive statements affect the right of a consumer to receive correct material information and disclosures about the recommended repairs.*

The concern expressed above is reflected in the Unfair Trade Practices and Consumer Protection Law, ("Consumer Protection Law"), 73 P.S. §201-1 *et seq.* in the provisions that set forth the basis for a finding of deceptive and unfair trade practices. Specifically, Sections 201-2(4)(xv) and (xxi).

Section 201-2(xv) prohibits "knowingly misrepresenting that services, replacements or repairs are needed if they are not needed". Section 201-2(xxi) prohibits "engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding".

The prohibition of deception is further strengthened in the Pennsylvania Home Improvement Consumer Protection Act (HICPA), 73 P.S. §517.1, *et seq.*, as amended, by the provision for criminal prosecution and penalties under Section 517.8 (a) (1):

(a). Offense defined.—A person commits the offense of home improvement fraud if, with intent to defraud or injure anyone or with knowledge that he is facilitating a fraud or injury to be perpetrated by anyone, the actor:

(1) makes a false or misleading statement to induce, encourage or solicit a person to enter into any written or oral agreement for home improvement services or provision of home

October 22, 2013

improvement materials or to justify an increase in the previously agreed upon price;
(Emphasis Supplied)¹

A violation of HICPA is also a violation of the Consumer Protection Law under Section 517.10 of HICPA, 73 P.S. Section 517.10.

This letter is sent to place you on notice that the alleged misrepresentations made by Nolan, as an agent of Pearl Plumbing, would be attributable to Pearl Plumbing and constitute violations of the Consumer Protection Law and HICPA.

Additionally, be advised this office recently reviewed complaints filed by [REDACTED] and [REDACTED]. The allegations in those complaints, if proven, would constitute violations of both HICPA and the consumer Protection Law. Specifically, they detail concerns that the work your company performed was not necessary to address the cause of the problem for which they had contacted your company.

Further, Section 517.7 of HICPA states that *no home improvement contract shall be valid or enforceable against an owner* unless it contains thirteen (13) elements. Again, a review of the same complaints noted above indicates they lack the following required elements:

- a. the approximate starting date and completion date as required by Section 517.7 (6);²
- b. includes the name, address and telephone number of all subcontractors known at the signing of the contract as required by Section 517.7 (10);
- c. ... and identifies the current amount of insurance maintained at the signing of the contract as required by Section 517.7 (11);
- d. includes the Bureau of Consumer Protection's toll-free number for consumers, 1-888-520-6680 as required by Section 517.7 (12); and
- e. includes a notice of the right of rescission, as required by Section 201-7 of the Consumer Protection Law, as required by Section 517.7 (13). Please review Section 201-7 of the Consumer Protection Law in detail for directions regarding compliance. (UNLESS THE SITUATION IS A BONA FIDE EMERGENCY)

Failure to utilize a contract that complies with Section 517.7 of HICPA may subject you to civil penalties under the Consumer Protection Law

¹ While the Bureau of Consumer Protection does not enforce any criminal violations, it should be noted that a different division of the Office of Attorney General could exercise its power to do so as could the local District Attorney in each county.

² In the contracts reviewed, there was space on the form to insert the information but required information was not entered on the contract.

Howard Stahl, President
Pearl Plumbing, Inc., d/b/a Roto Rooter

October 22, 2013

This office finds it necessary to also caution you that all calls for plumbing problems may not be emergencies. You appear to be utilizing the concept of "bona fide emergency" as described in the Consumer Protection Law, Section 201-7 (n) ³ as a basis for providing the consumer with an Emergency Work Authorization, described in the Consumer Protection Law, Section 201-7 (j.1) (3) (ii). ⁴ Such an authorization waives the consumer's Rights of Rescission and is, therefore, a serious step in the contracting relationship that must scrupulously adhere to statutory requirements to be legally sufficient. In this regard it is important to be in line with industry or trade practices in the plumbing trade when you distinguish between ordinary circumstances and emergency situations, especially when there is a report of sewer back up. The key language in the statute refers to the situational facts rendering a residential property "uninhabitable". Not all residential plumbing issues are necessarily bona fide emergencies.

The Commonwealth advises that you review the Consumer Protection Law and HICPA in detail to ensure against any future violations. Copies of said laws are enclosed. Note, Section 201-8 of the Consumer Protection Law empowers the Office of Attorney General to seek the imposition of civil penalties in the amount of \$1,000 for each violation, or \$3,000 when the victim is 60 years of age or older; restitution for consumers, whenever applicable; and costs of investigation.

³ Consumer Protection Law, Section 201-7 (n): "as used in this section, "bona fide emergency" means any condition existing on the buyer's residential real property which renders, or has the capability to render, the residential real property uninhabitable. The term includes, but shall not be limited to, conditions significantly affecting the heating system, electrical system, plumbing system, ventilation system, roof or outer walls of the residential real property.

⁴ Consumer Protection Law, Section 201-7(j.1) (3) (ii): the emergency work authorization form provided for in this section shall be:

- (i) on a preprinted card at least four inches by six inches in size; and
- (ii) the writing thereon must be in at least ten-point bold face type in the following form:

Emergency Work Authorization

(Enter Date of Transaction)

You, the buyer, having initiated the contract for the goods and services of (enter the name of the seller), the seller, for the remediation of a bona fide emergency hereby authorize the seller to immediately proceed with the delivery of goods or the performance of services necessary to remedy the bona fide emergency. By providing the seller with this authorization, you agree to make full payment for the goods or services provided. You agree not to exercise the rights afforded you by the Unfair Trade Practices and Consumer Protection Law to cancel the contract within three business days from the above date.

You, the buyer, attest that the attached estimate is an accurate description of the goods and services which will be provided by the seller for the correction of the bona fide emergency:

.....

(Date)

(Buyer's Signature)

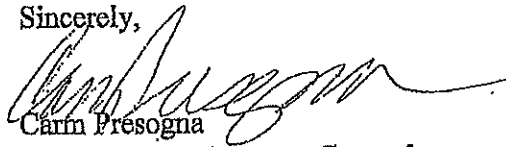
Howard Stahl, President
Pearl Plumbing, Inc., d/b/a Roto Rooter

October 22, 2013


At this time, in lieu of commencing formal legal action, this letter will constitute official notice to you of the above alleged violations and provisions of the Consumer Protection Law and HICPA. Your failure to comply with these laws will be deemed willful and intentional, and may subject you to legal action and resulting civil penalties.

Should you have any questions or concerns regarding this letter, please do not hesitate to contact me.

Sincerely,



Carm Presogna
Senior Deputy Attorney General

Enclosures:  Complaint
and Attachments

cc: Attorney Richard F. Kronz
1111 Manor Complex
564 Forbes Avenue
Pittsburgh, PA. 15219-9503

Exhibit B1



[Careers](#) [Contact Us](#) [Customer Survey](#) [Search](#)

Schedule Service

[Schedule Service](#)

Residential Plumbing

Commercial Plumbing

Water Cleanup Restoration

Coupons

Plumbing How-To

[Home](#)

Erie, PA ^{Locations} _{in Erie, PA} (9 Reviews)

Call Now 814-825-6000

Erie, PA Plumber, Providing Emergency Plumbing and Drain Service

When you have a plumbing issue, no matter how large or small, your Roto-Rooter plumber in Erie, PA, will be there. From emergency repairs to clogged drains, broken pipes to installations, our team of professionals are available to help 24 hours a day, seven days a week – and can handle even the most complex problems at a moment's notice.

Trusted Erie Plumbing Experts Since 1935

Founded in 1935, Roto-Rooter is one of North America's premier providers of residential and commercial plumbing services. Our teams are not only trained to the highest industry standards, but we use state-of-the-art equipment and many eco-friendly products to help keep your systems running smoothly – and protect our environment. Additionally, we stand by our estimates and guarantee our work.

To schedule your appointment with one of our Erie, PA, plumbers, call 336-226-6662, or use our secure [online form](#) to book your services quickly and easily.

For More Erie Related Plumbing and Drain Cleaning Articles:

- [How to Keep Your Garbage Disposal Clean and Fresh](#)

Off **ROTO-ROOTER** or promotion. One discount per service call. Plumbing and drain services only. Passerby coupon search
[this Roto-Rooter Plumbing & Drain Service Pro-Rooter Erie, PA location.](#) Please call 814-825-6000.



Locations

Residential Plumbing

Commercial Plumbing

Water Cleanup Restoration

Coupons

Plumbing How-To

Erie, ~~Serving the Entire Erie Metro Area~~

Call Now 814-825-6000

Serving the Entire
Erie Metro Area

Counties: Erie

Independent Contractor

Howard Stahl

Phone

(814) 825-6000

(814) 825-6000

Location

Erie, PA

- Edinboro
- Lawrence Park
- North East
- Waterford
- Wesleyville



Area

ROTO-ROOTER

PLUMBING & DRAIN SERVICE
View HQ

Questions section to find answers to our top plumbing questions. [Contact Us](#)

[Customer Survey](#)

[Search](#)

Schedule Service

Member Location

Residential Plumbing

Commercial Plumbing

Water Cleanup Restoration

Coupons

Plumbing How-To

Erie, PA



No Has Rate location (9 Reviews)

Call Now 814-825-6000

Gu ara nte

Licenses:

#817

City of Erie MP: 824

City of Meadville MP: M-1525

HIC Number: PA10071



No Has Rate location (9 Reviews)

Licenses:

#817

City of Erie MP: 824

City of Meadville MP: M-1525

HIC Number: PA10071

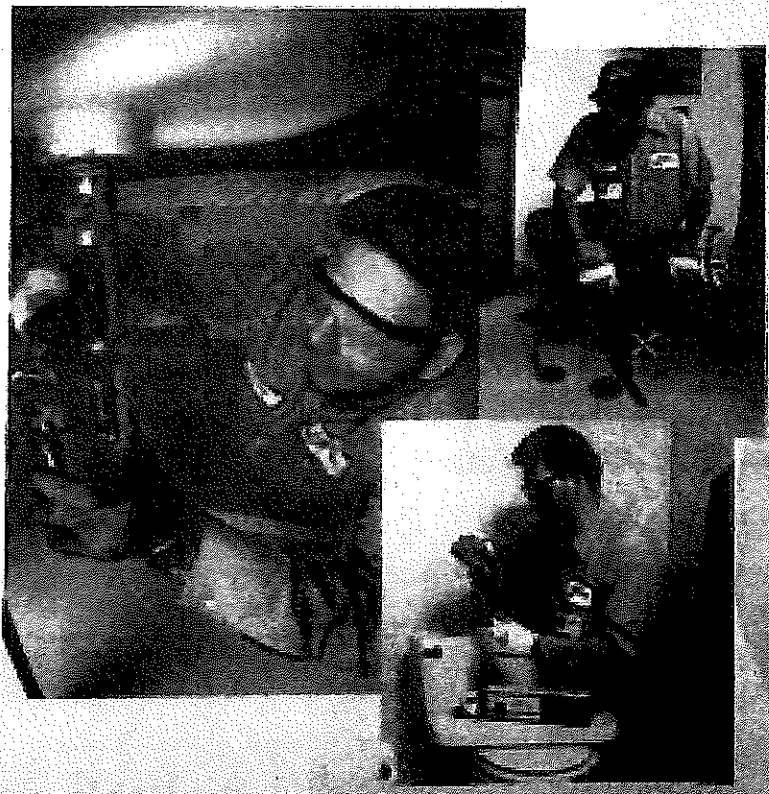
[Back to Top](#)

Exhibit B2

ROTO-ROOTER[®]

PLUMBERS

Trusted Since 1935...
Millions of Satisfied Customers



Your **FAST** **EMERGENCY SERVICE**
IS OUR SPECIALTY

24 Hours / 7 Days

No Extra Charge—
Nights, Weekends
or Holidays



SENIOR CITIZEN DISCOUNT

724-383-6635

our Plumbing Experts.

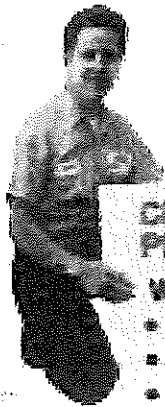
24 HOURS/7 DAYS
EMERGENCY SERVICE
(OR SPECIALTY)

24 HOURS/7 DAYS

**No Charge...
Weekends
& Holidays**

10% SENIOR CITIZEN DISCOUNT

COMPLETE PLUMBING & DRAIN SERVICES



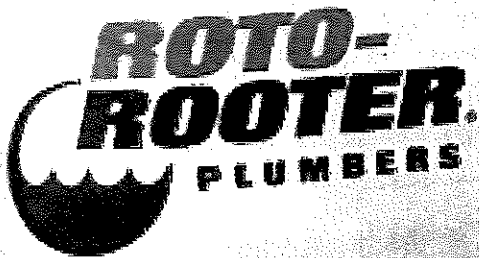
CUSTOMER CARE PROFESSIONALS...

Who are -

- Driving Roto-Rooter vehicles
- Uniformed & Badged
- Trained

Providing -

- A quality service experience
- Free walk-through inspection
- Maid-like clean up service



LET AWAY GO TROUBLES DOWN THE DRAIN

OFTEN IMITATED, NEVER DUPLICATED

LICENSED & INSURED



Residential & Commercial

- Sewer & Drain Cleaning
- Septic Tank Repairs
- Faucets & Sinks
- Disposers
- Toilets
- Water Heaters
- Pipe Repair & Replacement
- Excavation Service
- High-Velocity Water Jetting
- Video Camera Inspections
- Backflow Certification & Repair

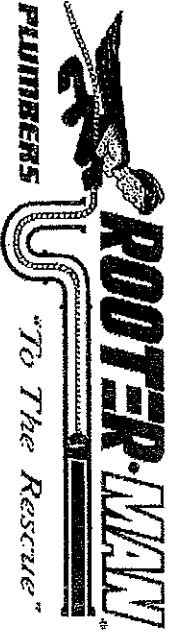


INC #PA 110071

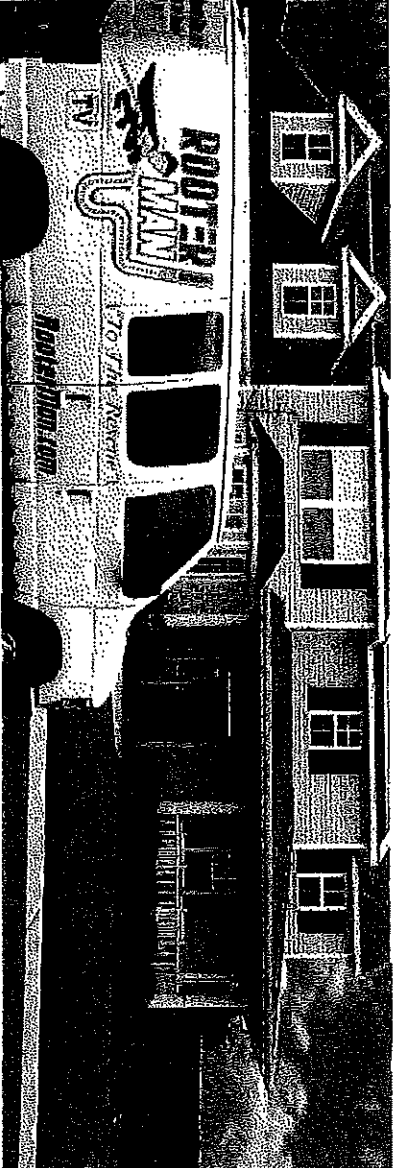
Operated as an independent contractor

724-383-6635

Exhibit C

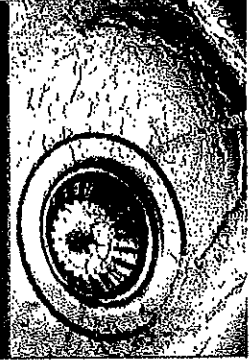


Home Services Products About Testimonials Coupon Savings Contact us



Drain Cleaning & Plumbing Experts New Castle, PA!

For over 40+ years Rooter-Man has been providing professional plumbing and drain cleaning services. With millions of satisfied customers, it is clear that Rooter-Man strives to provide the best customer service you will find. Our local New Castle, PA plumbing and drain cleaning experts are available to come to the rescue whenever you need us! Whether its routine maintenance or an emergency, residential or commercial properties, Rooter-Man can quickly solve any plumbing system, sewer, and drain problems. Call our local New Castle, PA office today to schedule service!



For Immediate Service

877-777-9440

Call Us Today!

Call to Speak with
a Live Operator!

877-777-9440

or...

Request a
Call Back

We Solve Problems

- * Fast Emergency Services
- * Quality Workmanship
- * Trusted Over 40+ Years
- * Licensed & Fully Insured

Quality Services

40
Celebrating 40 Years



Home

Services

Products

About

Testimonials

Coupon S

- Clearing Main Drain Lines

Main drain lines run from a residential or commercial property and connect to a city sewer line or a septic tank. Your main sewer line in New Castle, PA can become blocked by debris or by tree roots. Rooter-Man can use a power drain snake, or a high pressure water jet, to quickly clear and clean walks the of the main drain line.

+ Unclogging Household Drains

+ Video Inspections to Locate Problems

+ Save Time and Money!

Rooter-Man is Trusted By:



Exhibit D



Erie PA 16514
 Phone (814) 825-6000
 Fax (814) 476-1917
 HIC #PA10071 • License #817

INVOICE NO. **31530**

SEWER & DRAIN PLUMBING PUMPING
 INDUSTRIAL EXCAVATION DRAIN TILE

Operated as an Independent Contractor

CUSTOMER NAME [REDACTED] CUSTOMER NO. [REDACTED] CUSTOMER CLASS
 RESIDENTIAL COMMERCIAL

SERVICE ADDRESS [REDACTED] APT. NUMBER [REDACTED] FEDERAL I.D. # **80-0163455**

CITY **Erie** STATE/PROVINCE **PA** ZIP/POSTAL **16506** CUSTOMER PHONE NO. [REDACTED] RO. NUMBER/AUTHORIZATION

BILLING ADDRESS (IF DIFFERENT FROM SERVICE ADDRESS) CITY STATE/PROVINCE ZIP/POSTAL

REPAIR CODE ESTIMATE AND DESCRIPTION OF WORK TO BE PERFORMED (The approximate starting date is _____, and the approximate completion date is _____. Neither date is guaranteed. Unexpected conditions or problems could cause delays.)

REPAIR CODE	ESTIMATE AND DESCRIPTION OF WORK TO BE PERFORMED	\$ AMOUNT
	<i>Estimate as needed to replace lines from stack to building exit. Install live time warranty schedule for PVC pipe. Recurrence where broken by plumber. Roto-Rooter not responsible for finished floor or carpeting.</i>	<i>1815.00</i>

You may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the notice of cancellation on reverse side for an explanation of this right.

WORK ORDER AUTHORIZATION I authorize the services indicated and agree to pay the amounts specified. I have read and agree to the terms on the reverse side, including the limits on Roto-Rooter's responsibility specified in those terms.

(SIGNATURE) [REDACTED] (PRINT NAME) [REDACTED]

CHANGES TO ESTIMATE ADJUSTMENTS/CHANGES IN WORK TO BE PERFORMED (Use additional invoice if needed to describe changes)
 I authorize these changes
\$2,800.00 down (\$1,800.00 due 9/25/12 remainder due upon completion)

COMMENTS *6011-0021-1359-3990 10/12 AUTH 023012 279*

COMPLETION I acknowledge completion of the above described work which has been done to my complete satisfaction.
 (SIGNATURE) [REDACTED] (PRINT NAME) [REDACTED]
 (E-MAIL ADDRESS) [REDACTED]
 Send plumbing tips, product/services information and coupons via email.

LABOR \$ _____
 PARTS \$ _____
 PRODUCTS \$ _____
 OTHER \$ _____
 \$ _____
 \$ _____
 TAX \$ _____
 INVOICE TOTAL *\$8,500.00*

PAYMENT
 CASH CHECK NO. _____ * CREDIT CARD NET 10 DAYS
 OVER 30 DAYS = LATE CHARGE OF 1 1/2% PER MONTH * In the event check is returned, the COMPANY will charge the CUSTOMER A \$25.00 processing fee.
 If the job exceeds \$1000 and is performed at a Pennsylvania private residence, the deposit must not exceed 1/3 of the total price.

NEXT VISIT TIME DISPATCHED TIME ARRIVED TIME DONE INVOICE NO. **31530**

IRR LOCATION **ERIE** 10313 INVOICE DATE / /

Emergency Work Authorization

9-22-12

Date of Transaction

You, the buyer, having initiated the contract for the goods and services of Roto-Rooter, the seller, for the remediation of a bona fide emergency hereby authorize the seller to immediately proceed with the delivery of goods or the performance of services necessary to remedy the bona fide emergency. By providing the seller with this authorization, you agree to make full payment for the goods or services provided. You agree not to exercise the rights afforded you by the Unfair Trade Practices and Consumer Protection Law to cancel the contract within three business days from the above date. You, the buyer, attest that the attached estimate is an accurate description of the goods and services which will be provided by the seller for the correction of the bona fide emergency.

(Date) *9-22-12*

(Buyer's Signature) [REDACTED]

Exhibit E

Roto Rooter

We hereby Cancel this TRANSACTION

INVOICE # 31530

Sept 25 2012

[REDACTED]

Exhibit F



SAVE THIS INVOICE FOR YOUR GUARANTEE
SEE BINDING TERMS ON REVERSE

Roto-Rooter
PO Box 10864
Erie PA 16514
Phone (814) 825-8000
Fax (814) 478-1817
HIC #PA10071 • License #824

Operated as an Independent Contractor

DATE OF SERVICE 6/29/17	LOCATION ERIE
SERVICE TECHNICIAN'S NAME Nolan	# 060
INVOICE NO. 42928	

SEWER & DRAIN <input type="checkbox"/>	PLUMBING <input type="checkbox"/>	PUMPING <input type="checkbox"/>
INDUSTRIAL <input type="checkbox"/>	EXCAVATION <input type="checkbox"/>	DRAIN TILE <input type="checkbox"/>
CUSTOMER CLASS <input type="checkbox"/> RESIDENTIAL <input type="checkbox"/> COMMERCIAL		

CUSTOMER NAME [REDACTED]	CUSTOMER NO.	FEDERAL I.D. # 80-0163455
SERVICE ADDRESS [REDACTED]	APT. NUMBER	P.O. NUMBER/AUTHORIZATION
CITY Erie	STATE/PROVINCE PA	ZIP/POSTAL 16504
BILLING ADDRESS (IF DIFFERENT FROM SERVICE ADDRESS)	CITY	STATE/PROVINCE ZIP/POSTAL

REPAIR CODE	ESTIMATE AND DESCRIPTION OF WORK TO BE PERFORMED (The approximate starting date is _____, and the approximate completion date is _____. Neither date is guaranteed. Unexpected conditions or problems could cause delays. A definite completion date is not of the essence.)	AMOUNT
	Excavate 2.5' needed to replace existing drain up to trap. Replace existing 4" diameter sewer with 6" schedule 40 pipe. Reconnect to main. Owner responsible for permit.	\$516.50

You may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the notice of cancellation on reverse side for an explanation of this right.
WORK ORDER AUTHORIZATION I authorize the services indicated and agree to pay the amounts set forth. I have read and agree to the terms on the reverse side, including the limits on Roto-Rooter's responsibility specified in those terms.
 (SIGNATURE) [REDACTED] (PRINT NAME) [REDACTED]

CHANGES TO ESTIMATE I authorize these changes	ADJUSTMENTS/CHANGES IN WORK TO BE PERFORMED (Use additional invoice if needed to describe changes) \$11,000.00 down remainder due upon completion.
--	---

COMMENTS

COMPLETION I acknowledge completion of the above described work which has been done to my complete satisfaction. (SIGNATURE) _____ (PRINT NAME) _____ (E-MAIL ADDRESS) _____ Send plumbing tips, product/services information and coupons via email.	LABOR \$ _____ PARTS \$ _____ PRODUCTS \$ _____ OTHER \$ _____ TAX \$ _____ INVOICE TOTAL \$ 516.50
---	--

PAYMENT <input type="checkbox"/> CASH <input type="checkbox"/> CHECK NO. _____ * <input type="checkbox"/> CREDIT CARD <input type="checkbox"/> NET 10 DAYS OVER 30 DAYS = LATE CHARGE OF 1 1/2% PER MONTH * In the event check is returned, CUSTOMER is responsible for all related bank fees.	
If the job exceeds \$1000 and is performed at a Pennsylvania private residence, the deposit must not exceed 1/3 of the total price.	

NEXT VISIT	TIME DISPATCHED	TIME ARRIVED	TIME DONE	42928
------------	-----------------	--------------	-----------	-------

IBF LOCATION ERIE 10318 INVOICE DATE / /

Emergency Work Authorization

Date of Transaction: _____

You, the buyer, having initiated the contract for the goods and services of Roto-Rooter, the seller, for the remediation of a bona fide emergency hereby authorize the seller to immediately proceed with the delivery of goods or the performance of services necessary to remedy the bona fide emergency. By providing the seller with this authorization you agree to make full payment for the goods or services provided. You agree not to exercise the rights afforded you by the Unfair Trade Practices and Consumer Protection Law to cancel the contract within three business days from the above date. You, the buyer, attest that the attached estimate is an accurate description of the goods and services which will be provided by the seller for the correction of the bona fide emergency.

Roto-Rooter Terms and Conditions
8400 Bargain Road, McKean PA 16426

The following terms apply to all work performed by Roto-Rooter or its affiliates ("us") for the customer indicated on the front of this proposal ("you").

1. **Your Responsibilities.** You agree to (a) remove any hazards, obstructions or dangerous conditions around the job site not caused by our work, (b) limit access to the job site so that people not working on our job are not exposed to dangerous conditions relating to our job, (c) place appropriate warnings to warn of dangerous conditions when we are not on the job site, and (d) provide us with adequate access.

2. **Exceptions to Our Responsibilities.** We are not responsible for (a) personal injury, property damage or other damage or loss to you or others arising out of our work, except to the extent caused by our negligence or failure to perform the work in accordance with the contract between us; (b) defective, damaged, or deteriorated lines; mold, lead piping, or other unexpected or undisclosed conditions; and the consequences of such conditions, including delays, broken fixtures or lines, and lodged equipment (if we encounter such a condition, we may stop work, and you will pay us a reasonable charge for the work performed); (c) the time required to complete our work with reasonable diligence; (d) unless explicitly stated in writing, any damage necessary to complete our work, including damage to landscaping, walls, painting, tile or concrete or similar items; (e) damage caused by the removal of any clean out, drain cover or cap; or (f) tasks we perform in accordance with your specific instructions.

3. **Release and Hold Harmless.** You release us from (and if you are a commercial customer, you will defend and indemnify us and hold us harmless against) all damages, claims, demands, settlements, judgments, liabilities, costs and expenses, including reasonable attorneys' fees, allegedly arising out of (a) breach of your responsibilities under paragraph 1, or (b) matters for which we disclaim responsibility under paragraph 2.

4. **Our Guarantee.** If we provide a parts or equipment guarantee, as your exclusive remedy, we will give you the benefit we receive, if any, under the manufacturer's warranty. If we provide a service guarantee, it covers only drainage failure in the line serviced, and defective plumbing workmanship, during the guarantee term. As your exclusive remedy under our service guarantee, we will, at our option, either do the work again at no labor cost or refund your payment. Guarantees do not apply to problems arising out of main sewer line backup or improper, abnormal or unanticipated use or conditions. Except as explicitly stated in writing, we are not giving any guarantees or making any warranties. **WE DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** For problems or inquiries, you should contact our General Manager at the phone number listed on the front of our invoice.

5. **Limitation of Damages.** Our liability to you for any claim arising out of our work on any job (other than a claim permitted by these terms for personal or bodily injury) will in no event exceed three times the amount you actually pay us for the work on that job. **EXCEPT FOR A CLAIM PERMITTED BY THESE TERMS FOR PERSONAL OR BODILY INJURY OR PROPERTY DAMAGE, YOU WAIVE ANY RIGHT TO RECOVER INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, OR DELAY DAMAGES.**

6. **Overdue Amounts.** If you fail to pay us any amount when due, we will charge you interest on the amount due at the rate of 1.5% per month (but not exceeding the highest rate legally permissible). In the event check is returned, you are responsible for all related bank fees. You will reimburse us for the reasonable attorneys' fees we incur in all stages of collection. The requirement to pay attorney's fee does not apply if the job exceeds \$500 and is performed at a "private residence" as that term is defined in the Pennsylvania Home Improvement Consumer Protection Act.

7. **General.** These terms are part of our contractual agreement and will prevail over any inconsistent terms in any other agreement between us, including the terms of any purchase order, and may be modified only in a written instrument signed by both of us which specifically refers to the provisions to be modified. If any of these terms is held invalid or unenforceable, the remaining provisions will not be affected and will continue to apply.

The official registration number of Roto-Rooter in Pennsylvania can be obtained from the Pennsylvania Office of Attorney General's Bureau of Consumer Protection by calling toll-free within Pennsylvania 1-888-520-6680. Registration does not imply endorsement.

Roto-Rooter agrees to maintain liability insurance covering personal injury in an amount not less than \$50,000 and insurance covering property damage caused by our work in an amount not less than \$50,000. Roto-Rooter currently maintains both types of insurance in an amount of at least \$50,000.

8. **Nondiscrimination.** We will abide by the requirements of 41 CFR §§ 60-1.4(a) and 60-7.41.5(a). These regulations prohibit discrimination against qualified individuals with disabilities; and prohibit discrimination against all individuals based on their race, color, religion, sex or national origin. Moreover, these regulations require that we take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin or disability.

NOTICE OF CANCELLATION

You may cancel this transaction, without any penalty or obligation, within three business days from the date on reverse side.

If you cancel, any property tendered, any payments made by you under the contract of sale, and any negotiable instrument executed by you will be returned within 10 business days following receipt by Roto-Rooter of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

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

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

To cancel this transaction, mail certified, return receipt requested, or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to Roto-Rooter at the address at the top of this page, no later than midnight of the third day following the date on the front of this agreement.

I HEREBY CANCEL THIS TRANSACTION.

Date _____ Buyer's signature _____

IN THE COURT OF COMMON PLEAS FOR ERIE COUNTY, PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA	:	CIVIL DIVISION
OFFICE OF ATTORNEY GENERAL,	:	
By Attorney General Josh Shapiro	:	
	:	
	:	
Plaintiff,	:	
	:	
v.	:	Case No. _____
	:	
STAHL BROTHERS PLUMBING, INC. d/b/a	:	
ROOTER MAN,	:	
	:	
PEARL PLUMBING, INC. f/d/b/a ROTO	:	
ROOTER,	:	
	:	
NOLAN R. STAHL, Individually and as Owner of	:	
STAHL BROTHERS PLUMBING, INC. d/b/a	:	
ROOTER MAN,	:	
	:	
And	:	
	:	
HOWARD E. STAHL, Individually and as Owner	:	
of PEARL PLUMBING, INC. f/d/b/a ROTO	:	
ROOTER,	:	
Defendants.	:	

CERTIFICATION

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.

Date: 12/13/18

By:



Jill Ambrose
Deputy Attorney General
PA Attorney I.D. No. 323549
Bureau of Consumer Protection
1251 Waterfront Place, Mezzanine Level
Pittsburgh, PA 15222
Telephone: 412-565-3050
jambrose@attorneygeneral.gov