

IN THE LACKAWANNA COUNTY COURT OF COMMON PLEAS
CIVIL ACTION

MAGISTRATE KELLY
LACKAWANNA COUNTY

COMMONWEALTH OF PENNSYLVANIA, :
OFFICE OF ATTORNEY GENERAL :

Plaintiff, :

v. :

JOHN J. HYLAND individually and d/b/a :
HYLAND'S APPLIANCE SERVICE :

Defendant, :

2010 FEB -5 A 10:56
COMPLAINT IN EQUITY

CLERKS OF JUDICIAL
RECORDS CIVIL DIVISION

Case No.: 19 cv 926

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.

NORTHERN PA LEGAL SERVICES

507 Linden Street

Suite 300

Scranton, PA 18503

(570) 342-0184

THIS IS NOT AN ARBITRATION CASE-
This case has been brought by the
Commonwealth under the Pennsylvania
Unfair Trade Practices and Consumer
Protection Law, 73 P.S. § 201-1, *et seq.*,
AN ASSESSMENT OF DAMAGES
HEARING IS REQUIRED

RECEIVED
JULY 10 10:56
LACKAWANNA COUNTY
JUDICIAL
RECORDS CIVIL DIVISION

**IN THE LACKAWANNA COUNTY COURT OF COMMON PLEAS
CIVIL ACTION**

COMMONWEALTH OF PENNSYLVANIA, :
OFFICE OF ATTORNEY GENERAL : **COMPLAINT IN EQUITY**
: :
Plaintiff, : :
: :
v. : **Case No.:** _____
: :
JOHN J. HYLAND individually and d/b/a :
HYLAND'S APPLIANCE SERVICE :
: :
Defendant, :

COMPLAINT

AND NOW, comes the Commonwealth of Pennsylvania, acting 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") to obtain injunctive relief, civil penalties, restitution and costs against Defendant. The Consumer Protection Law authorizes the Attorney General to bring an action in the name of the Commonwealth of Pennsylvania to restrain, by temporary or permanent injunction, unfair methods of competition or unfair or deceptive acts or practices in the conduct of any trade or commerce declared unlawful therein.

The Commonwealth believes that Defendant is willfully using, has willfully used and/or are about to willfully use, methods, acts or practices complained of herein. The Commonwealth believes that its citizens are suffering and will continue to suffer harm unless the acts and practices set forth herein are enjoined.

The Commonwealth believes that the public interest is served by seeking before this Honorable Court an injunction to restrain the methods, acts and practices complained of herein. Further, the Commonwealth requests restitution, civil penalties, costs and other appropriate equitable relief as redress for violations of the Consumer Protection Law, as set forth herein. In support of this action, the Commonwealth respectfully represents the following:

JURISDICTION

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

VENUE

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

PARTIES

3. Plaintiff is the Commonwealth of Pennsylvania, Office of Attorney General by Attorney General Josh Shapiro, through the Bureau of Consumer Protection, (hereinafter "Commonwealth" or "Plaintiff") located at 15th Floor, Strawberry Square, Harrisburg, Pennsylvania 17120.

4. Defendant John J. Hyland is an adult individual who currently resides at 1815 Cleveland Avenue, Scranton, Lackawanna County, Pennsylvania 18505.

STATEMENT OF FACTS

5. As set forth below, the conduct and practices of Defendant have violated and, upon information and belief, continue to violate Section 201-3 of the Consumer Protection Law, 73 P.S. § 201-3, as alleged more fully herein.

6. At all times relevant and material hereto, the Defendant engaged in trade and commerce in the Commonwealth of Pennsylvania, by advertising, selling, and/or offering appliance-repair services to Pennsylvania consumers under the name "Hyland's Appliance Service" with a business address of 1815 Cleveland Avenue, Scranton, Pennsylvania 18505.

7. Hyland's Appliance Service is an unregistered fictitious name that was not owned by or registered to Defendant.

8. At all times relevant and material hereto, the unlawful methods, acts and practices complained of herein have been willfully used by Defendant.

9. The Commonwealth has received numerous consumer complaints regarding Defendant's business practices, some of which were filed by or on behalf of citizens age sixty (60) years or over.

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

11. The unresolved consumers' complaints include, but are not limited to, Defendant's failure to perform services, as more fully set forth below.

12. On or about June 10, 2017, Consumer A, a senior citizen of Lackawanna County, entered into a written agreement with the Defendant for repairs to his refrigerator. A redacted copy of the agreement is attached hereto as Exhibit "A".

13. Consumer A paid Defendant \$351.92. Defendant represented that the refrigerator was repaired by installing a new circuit board replacement part and provided the consumer with a 90-day warranty on the installed part. (See Exhibit A).

14. A few days after the repairs were completed, Consumer A's refrigerator ceased to operate. Defendant failed to respond to Consumer A's numerous communications and, as a result, Consumer A was forced to hire a third party appliance-repair company to repair the refrigerator.

15. Consumer A paid \$312.70 to the third party appliance-repair company and was informed that the circuit board the Defendant installed was a used appliance part and was not a new replacement part as the Defendant represented to Consumer A.

16. On or about May 30, 2017, Consumer B, of Lackawanna County, entered into an oral agreement with the Defendant to repair his refrigerator ice maker after Defendant represented a replacement part was necessary for which Consumer B paid a \$140.00 deposit.

17. On or about July 31, 2017, the Defendant returned to Consumer B's residence to repair the ice maker, claimed the wrong part was ordered and said he would return with the right part to finish the repair. However, Defendant has yet to repair Consumer B's icemaker and has failed to refund Consumer B's deposit.

18. On or about December 8, 2017, Consumer C, of Lackawanna County, entered into a written agreement with the Defendant and paid Defendant \$296.80 to

repair his refrigerator. A redacted copy of the agreement is attached hereto as Exhibit "B".

19. Defendant represented that Consumer C's refrigerator was repaired by installing a new circuit board and provided Consumer C with a one (1) year warranty on the installed part, but a few days after the repairs were completed the refrigerator ceased to operate.

20. Consumer C attempted to reach Defendant numerous times, without success and ultimately resorted to hiring a third party appliance-repair company to repair the refrigerator since the Defendant would not respond.

21. Consumer C filed a civil complaint against the Defendant in Magisterial District Court and was awarded a judgment in the amount of \$403.05 against the Defendant. A true and correct copy of docket number MJ-45106-CV-0007-2018 is attached hereto as Exhibit "C".

22. On or about April 30, 2018, Consumer D, a senior citizen of Lackawanna County, entered into a written agreement with the Defendant for repairs to her dryer. A redacted copy of the agreement is attached hereto as Exhibit "D".

23. After Defendant represented that the dryer needed a new replacement part, Consumer D paid Defendant \$219.68. (See Exhibit D).

24. Defendant represented that the replacement part was a new part and provided Consumer D with a 90-day warranty on the replacement part. However, later that same day, after Defendant's repair services were completed, Consumer D's dryer ceased to operate.

25. Consumer D attempted to reach Defendant numerous times, but Defendant failed to respond.

26. On or about October 27, 2018, Consumer E, of Lackawanna County, entered into a written agreement with the Defendant to repair her dryer. A redacted copy of the agreement is attached hereto as Exhibit "E".

27. After the Defendant represented that the dryer needed a new replacement part, Consumer E paid Defendant \$125.00 for the replacement part and the Defendant stated that he would return to fix the dryer.

28. Several weeks later, Consumer E attempted to contact the Defendant who never responded, never provided the paid-for part nor the contracted-for service.

29. At all times relevant and material hereto, the Defendant misrepresented to the consumers in the written agreement that the appliances were "working fine" and that the services he performed were to that standard agreed to in the written agreement. (See Exhibits A and D).

30. At all times relevant and material hereto, the Defendant entered into contracts with consumers at their residences for appliance-repair services that exceeded a value of twenty-five and 00/100 dollars (\$25.00) and used contracts that did not include the notices of cancellation required by Section 201-7 of the Consumer Protection Law, 73 P.S. § 201-7.

31. At all times relevant and material hereto, the Defendant failed to provide a fully completed receipt or copy of a written contract containing the written notice to consumers of their three (3) day right to cancel, as required by Section 201-7(b)(1) of the Consumer Protection Law. 73 P.S. § 201-7(b)(2).

32. At all times relevant and material hereto, the Defendant failed to provide consumers with a proper Notice of Cancellation form in duplicate, as required by Section 201-7(b)(2) of the Consumer Protection Law. 73 P.S. § 201-7(b)(2).

COUNT I - VIOLATIONS OF THE CONSUMER PROTECTION LAW
FAILURE TO PERFORM SERVICES AND/OR REFUND CONSUMERS

33. The forgoing averments are incorporated herein as if fully set forth.

34. By entering into appliance-repair contracts with consumers and by accepting payment from consumers, Defendant represented to consumers that he would perform the services set forth in the consumers' contracts.

35. At all times relevant and material hereto, the Defendant has a pattern and practice of contracting for and/or selling appliance repair services to Pennsylvania consumers, failing to perform contracted for repairs despite receiving payments, including advanced payments, and failing to return monies paid by consumers, in violation of Section 201-2(4)(xxi) of the Consumer Protection Law. 73 P.S. § 201-2(4)(xxi).

36. As such, Defendant's practices violated Section 201-3 of the Consumer Protection Law as defined by Sections 201-2(4)(v) and (xxi), 73 P.S. § 201-3 and §§ 201-2(4)(v) and (xxi).

37. At all times relevant hereto, the unlawful methods, acts and practices complained of have been willfully used by Defendant Hyland.

38. 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.

WHEREFORE, the Commonwealth respectfully prays that this Honorable Court find that the Defendant engaged in the willful use of unfair, fraudulent, and/or deceptive business practices declared to be unlawful and in violation of the Consumer Protection Law, as alleged, and:

A. Declaring Defendant's conduct as described in the Complaint to be in violation of the Consumer Protection Law;

B. Permanently enjoining the Defendant, and his officers, agents, employees and all other persons acting on his behalf, directly or indirectly, from violating the Consumer Protection Law and any amendments thereto;

C. Directing Defendant 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. Requiring Defendant, 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, which will increase to three thousand dollars (\$3,000.00) for each violation involving a victim age sixty (60) or older;

E. Permanently enjoining Defendant, individually or through any business entity, from owning or operating an appliance-repair service business that advertises, offers for sale or sells any appliance repair services in the Commonwealth of Pennsylvania;

F. Requiring Defendant pay the Commonwealth for the costs of its investigation and prosecution of this action;

G. Directing the Defendant to disgorge and forfeit all monies he has received as a result of his unfair and deceptive acts and practices as set forth in this Complaint; and

H. Granting such other and further relief as this Court may deem just, proper, and equitable under the circumstances.

**COUNT II - VIOLATIONS OF THE CONSUMER PROTECTION LAW
MISREPRESENTATIONS AS TO GOODS AND/OR SERVICES PROVIDED**

39. The forgoing averments are incorporated herein as if fully set forth.

40. At all times relevant and material hereto, Defendant misrepresented to consumers that the appliance replacement parts he installed were new, when they were used, in violation of Section 201-2(4)(vi) of the Consumer Protection Law. 73 P.S. § 201-2(4)(vi).

41. At all times relevant and material hereto, the Defendant has a practice of contracting for and/or selling appliance repair services to Pennsylvania consumers that were inferior or below the standard of that agreed to in writing, in violation of Section 201-2(4)(xvi) of the Consumer Protection Law. 73 P.S. § 201-2(4)(xvi).

42. As such, Defendant's practices violated Section 201-3 of the Consumer Protection Law as defined by Sections 201-2(4)(v), (vi), (xvi) and (xxi). 73 P.S. § 201-3 and §§ 201-2(4)(v), (vi), and (xxi).

43. At all times relevant hereto, the unlawful methods, acts and practices complained of have been willfully used by Defendant Hyland.

44. 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.

WHEREFORE, the Commonwealth respectfully prays that this Honorable Court find that the Defendant engaged in the willful use of unfair, fraudulent, and/or deceptive business practices declared to be unlawful and in violation of the Consumer Protection Law, as alleged, and:

- A. Declaring Defendant's conduct as described in the Complaint to be in violation of the Consumer Protection Law;
- B. Permanently enjoining the Defendant, and his officers, agents, employees and all other persons acting on his behalf, directly or indirectly, from violating the Consumer Protection Law and any amendments thereto;
- C. Directing Defendant 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. Requiring Defendant, 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, which will increase to three thousand dollars (\$3,000.00) for each violation involving a victim age sixty (60) or older;
- E. Permanently enjoining Defendant, individually or through any business entity, from owning or operating an appliance-repair service business that advertises, offers for sale or sells any appliance repair services in the Commonwealth of Pennsylvania;
- F. Requiring Defendant to pay the Commonwealth for the costs of its investigation and prosecution of this action;

G. Directing the Defendant to disgorge and forfeit all monies he has received as a result of his unfair and deceptive acts and practices as set forth in this Complaint; and

H. Granting such other and further relief as this Court may deem just, proper, and equitable under the circumstances.

COUNT III - VIOLATIONS OF THE CONSUMER PROTECTION LAW
FAILURE TO HONOR WARRANTIES

45. The forgoing averments are incorporated herein as if fully set forth.

46. At all times relevant and material hereto, and on more than one occasion, Defendant misrepresented to consumers that the installed part was under warranty and Defendant failed to honor the warranty given to the consumers, in violation of Section 201-2(4)(xiv) of the Consumer Protection Law. 73 P.S. § 201-2(4)(xiv).

47. At all times relevant and material hereto, Defendant represented that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation, or connection that he does not have, in violation of Section 201-2(4)(v) of the Consumer Protection Law. 73 P.S. § 201-2(4)(v).

48. As such, Defendant's conduct violated Section 201-3 of the Consumer Protection Law as defined by Section 201-2(4)(v) and (xiv). 73 P.S. § 201-2(4)(v) and (xiv).

49. At all times relevant hereto, the unlawful methods, acts and practices complained of have been willfully used by Defendant Hyland.

50. 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.

WHEREFORE, the Commonwealth respectfully prays that this Honorable Court find that the Defendant engaged in the willful use of unfair, fraudulent, and/or deceptive business practices declared to be unlawful and in violation of the Consumer Protection Law, as alleged, and:

- A. Declaring Defendant's conduct as described in the Complaint to be in violation of the Consumer Protection Law;
- B. Permanently enjoining the Defendant, and his officers, agents, employees and all other persons acting on his behalf, directly or indirectly, from violating the Consumer Protection Law and any amendments thereto;
- C. Directing Defendant 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. Requiring Defendant, 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, which will increase to three thousand dollars (\$3,000.00) for each violation involving a victim age sixty (60) or older;
- E. Permanently enjoining Defendant, individually or through any business entity, from owning or operating an appliance-repair service business that advertises,

offers for sale or sells any appliance repair services in the Commonwealth of Pennsylvania;

F. Requiring Defendant to pay the Commonwealth for the costs of its investigation and prosecution of this action;

G. Directing the Defendant to disgorge and forfeit all monies he has received as a result of his unfair and deceptive acts and practices as set forth in this Complaint; and

H. Granting such other and further relief as this Court may deem just, proper, and equitable under the circumstances.

COUNT IV - VIOLATION OF THE CONSUMER PROTECTION LAW
FAILURE TO INCLUDE REQUISITE NOTICES

51. The forgoing averments are incorporated herein as if fully set forth.

52. Section 7(b)(1) of the Consumer Protection Law requires Defendant to provide buyers purchasing goods or services for more than \$25.00 at the buyer's residence with a contract which contains in immediate proximity to the space reserved in the contract for the signature of the buyer in bold face type of a minimum size of ten points, a statement in substantially the following form:

“You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.”

73 P.S. § 201-7(b)(1).

53. Section 201-7(b)(2) of the Consumer Protection Law requires that a duplicate “Notice of Cancellation” shall be attached to the contract, easily detachable,

and shall contain in ten-point bold face type in the form of and with the information specifically stated therein. 73 P.S. § 201-7(b)(2).

54. At all times relevant and material hereto, the Defendant entered into contracts with consumers at their residences for appliance-repair services that exceeded a value of twenty-five and 00/100 dollars (\$25.00) and used contracts that did not include the notices of cancellation required by Section 201-7 of the Consumer Protection Law, 73 P.S. § 201-7.

55. As such, Defendant's conduct violated Section 201-3 of the Consumer Protection Law as defined by Section 201-2(4)(xxi) and Section 201-7, 73 P.S. §§ 201-3, 201-2(4)(xxi) and 201-7.

56. At all times relevant hereto, the unlawful methods, acts and practices complained of have been willfully used by Defendant Hyland.

57. 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.

WHEREFORE, the Commonwealth respectfully prays that this Honorable Court find that the Defendant engaged in the willful use of unfair, fraudulent, and/or deceptive business practices declared to be unlawful and in violation of the Consumer Protection Law, as alleged, and:

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F. Requiring Defendant to pay the Commonwealth for the costs of its investigation and prosecution of this action;

G. Directing the Defendant to disgorge and forfeit all monies he has received as a result of his unfair and deceptive acts and practices as set forth in this Complaint; and

H. Granting such other and further relief as this Court may deem just, proper, and equitable under the circumstances.

Respectfully submitted,

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA OFFICE OF
ATTORNEY GENERAL
JOSH SHAPIRO
Attorney General

Date: 2/4/19

By:



MERNA T. HOFFMAN
DEPUTY ATTORNEY GENERAL
PA Attorney I.D. No. 312897
15th Floor, Strawberry Square
Harrisburg, Pennsylvania 17120
Telephone: 717.787.9707
Facsimile: 717.705.3795
Email: mhoffman@attorneygeneral.gov

IN THE LACKAWANNA COUNTY COURT OF COMMON PLEAS
CIVIL ACTION

COMMONWEALTH OF PENNSYLVANIA,
OFFICE OF ATTORNEY GENERAL

Plaintiff,

v.

JOHN J. HYLAND individually and d/b/a
HYLAND'S APPLIANCE SERVICE

Defendant,

COMPLAINT IN EQUITY

Case No.: _____

VERIFICATION

I, Jessica A. Nelson, hereby state that I am a Consumer Protection Agent with the Pennsylvania Office of Attorney General, Bureau of Consumer Protection, and am authorized to make this verification on behalf of the Petitioner in the within action. I hereby verify that the facts set forth in the foregoing Petition for Contempt are true and correct to the best of my knowledge or information and belief.

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

Date: 2/4/2019

Jessica A Nelson
Consumer Protection Agent


IN THE LACKAWANNA COUNTY COURT OF COMMON PLEAS
CIVIL ACTION

COMMONWEALTH OF PENNSYLVANIA, :
OFFICE OF ATTORNEY GENERAL : COMPLAINT IN EQUITY
 :
Plaintiff, :
 :
v. : Case No.: _____
 :
JOHN J. HYLAND individually and d/b/a :
HYLAND'S APPLIANCE SERVICE :
 :
Defendant, :

CERTIFICATE OF COMPLIANCE

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

Date: 2/4/19

By: 

MERNA T. HOFFMAN
DEPUTY ATTORNEY GENERAL
PA Attorney I.D. No. 312897
15th Floor, Strawberry Square
Harrisburg, Pennsylvania 17120
Telephone: 717.787.9707
Facsimile: 717.705.3795
Email: mhoffman@attorneygeneral.gov

Exhibit A

Hyland's Appliance Service

SCRANTON, PA 18505
(570) 780-0981

DATE OF ORDER 6-10-17

NAME

ADDRESS

CITY

Clarks Summit

PHONE

MAKE <u>GE</u>	MODEL <u>KeB</u>	SERIAL NO.	ALL WORK C.O.D.
NATURE OF SERVICE REQUEST <u>Not Cooling</u>			

QUAN	PART NO	DESCRIPTION	PRICE	AMOUNT
	<u>15902</u>	<u>Refr. Int. C</u>		<u>207.00</u>
		<u>Total</u>	<u>351.92</u>	
		<u>Deposit</u>	<u>200</u>	
		<u>Balance</u>	<u>151.92</u>	

SERVICE PERFORMED

Inst. All New Board
Working Fine
90 Day Warranty
SN Part

TOTAL MATERIAL	<u>207.00</u>
SERVICE CHARGE	<u>95.00</u>
LABOR	<u>50.00</u>
TOTAL	<u>352.00</u>
TAX	<u>19.92</u>
TOTAL	<u>371.92</u>

START 1:35 FINISH 7:50

Thank You! DATE COMPLETED 6-13-17 CASH ON COMPLETION OF WORK

INVOICE COPY I hereby accept above performed service, and charges as being satisfactory and acknowledge that equipment and surrounding area have been left in good condition

Technician [Signature] Customer's Signature [Signature]



Mark T. Sinkovich

Lackawanna Appliance Service

REFRIGERATORS • DISHWASHERS • MICROWAVE OVENS

RANGES • WASHERS

570 • 489 • 7662

DRYERS • FREEZERS

807 COLUMBUS AVE.

570 • 342 • 2306

BLAKELY, PA 18447

DATE OF ORDER *6/20/17*

NAME [REDACTED]
ADDRESS [REDACTED]
CITY *Ch* PHONE [REDACTED]

MAKE <i>W</i>	MP <i>RS20SBSB55</i>	SN <i>W107234</i>	ALL WORK C.O.D.
NATURE OF SERVICE REQUEST <i>WARM</i>			

QUAN.	PART NO	DESCRIPTION	PRICE	AMOUNT
		<i>WR55X10942</i>		<i>200.00</i>
		<i>1 yr part warranty</i>		
		<i>part cost 37.55</i>		

SERVICE PERFORMED
*WASHERS DETERGENT CONTROL
DEMONSTRATE PART - OK*

TOTAL MATERIAL	<i>200.00</i>
SERVICE CHARGE	<i>65.00</i>
TECHNICAL SERVICE TIME	<i>30.00</i>
	<i>295.00</i>
TAX	<i>17.70</i>
TOTAL	<i>312.70</i>

START FINISH

Thank You! DATE COMPLETED *6/20/17* CASH ON COMPLETION OF WORK

INVOICE COPY

I hereby accept above performed service, and charges, as being satisfactory and acknowledge that equipment has been left in good condition.

Customer Signature _____

Exhibit B

Hyland's Appliance Service

SCRANTON, PA 18505
(570) 780-0981

ORDER 12-8-17

NAME [REDACTED]

ADDRESS [REDACTED]

CITY [REDACTED] PHONE [REDACTED]

MAKE <u>GG</u>	MODEL <u>[REDACTED]</u>	SERIAL NO. <u>[REDACTED]</u>	ALL WORK C.O.D.
NATURE OF SERVICE REQUEST <u>Not cooling</u>			

QUAN	PART NO	DESCRIPTION	PRICE	AMOUNT
	<u>Board</u>			<u>140.00</u>
		<u>INSTALL NEW BOARD</u>		
		<u>COMPRESSOR STARTED</u>		
		<u>PAID IN FULL</u>		
		<u>1 YEAR WARRANTY ON</u>		

SERVICE PERFORMED	TOTAL MATERIAL
<u>Total 296.80 Part</u>	<u>140.00</u>
<u>Disp 125.00</u>	SERVICE CHARGE <u>150.00</u>
<u>Balance 171.80</u>	LABOR <u>450.00</u>

START 12:30 FINISH 1:40

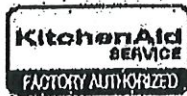
Thank You! DATE COMPLETED 12-27-17 CASH ON COMPLETION OF WORK

TAX	<u>16.00</u>
TOTAL	<u>296.80</u>

INVOICE COPY

I hereby accept above performed service, and charges, as being satisfactory and acknowledge that equipment and surrounding areas have been left in good condition.

Technician John Hyland Customer's Signature [REDACTED]



Mark T. Sinkevich

Lackawanna Appliance Service

REFRIGERATORS • DISHWASHERS • MICROWAVE OVENS

RANGES • WASHERS

DRYERS • FREEZERS

807 COLUMBUS AVE.

570 • 489 • 7662

570 • 342 • 2306

BLAKELY, PA 18447

DATE OF ORDER

1-2-18

NAME

ADDRESS

CITY

PHON

MAKE <i>GE</i>	MODEL <i>WRE49X10283</i>	S	ALL WORK C.O.D.
NATURE OF SERVICE REQUEST ▶	<i>WARM</i>		

QUAN.	PART NO	DESCRIPTION	PRICE	AMOUNT
		<i>FRUITMAYN</i>		
		<i>WRE49X10283</i>	<i>180.00</i>	
		<i>1 yr Warrant</i>		
		<i>PAID CASH</i>		

SERVICE PERFORMED <i>REPAIRD FRUITMAYN</i>	TOTAL MATERIAL	<i>180.00</i>
	SERVICE CHARGE	<i>70.00</i>
	TECHNICAL SERVICE TIME	<i>250.00</i>
	TAX	<i>15.00</i>
	TOTAL	<i>415.00</i>

START FINISH

DATE COMPLETED *1-3-18* ON COMPLETION OF WORK CASH

Thank You!

INVOICE COPY I hereby accept above performed service, and charges, as being satisfactory and acknowledge that equipment has been left in good condition.

Customer Signature _____

Exhibit C

Magisterial District Judge 45-1-06

DOCKET

Docket Number: MJ-45106-CV-0000007-2018

Civil Docket

Robert Brenzel
v.
John Hyland

Page 1 of 1

CASE INFORMATION

<u>Judge Assigned:</u>	Magisterial District Judge Paul J. Ware	<u>File Date:</u>	01/10/2018
<u>Claim Amount:</u>	\$296.80	<u>Case Status:</u>	Closed
<u>Judgment Amount:</u>	\$403.05	<u>County:</u>	Lackawanna

CALENDAR EVENTS

<u>Case Calendar</u>	<u>Schedule</u>	<u>Start Time</u>	<u>Room</u>	<u>Judge Name</u>	<u>Schedule Status</u>
<u>Event Type</u>	<u>Start Date</u>				
Civil Action Hearing	02/14/2018	1:15 pm		Magisterial District Judge Paul J. Ware	Scheduled

CASE PARTICIPANTS

<u>Participant Type</u>	<u>Participant Name</u>	<u>Address</u>
Defendant	Hyland, John	Scranton, PA 185052849
Plaintiff	[REDACTED]	Scranton, PA 18505

DISPOSITION SUMMARY

<u>Docket Number</u>	<u>Plaintiff</u>	<u>Defendant</u>	<u>Disposition</u>	<u>Disposition Date</u>
MJ-45106-CV-0000007-2018	[REDACTED]	John Hyland	Judgment for Plaintiff	02/14/2018

CIVIL DISPOSITION/JUDGMENT DETAILS

<u>Disposition Date:</u> 02/14/2018	<u>Monthly Rent:</u> \$0.00				
<u>Defendant(s)</u>	<u>Plaintiff(s)</u>	<u>Disposition</u>	<u>Joint/Several Liability</u>	<u>Individual Liability</u>	<u>Net Judgment</u>
John Hyland	[REDACTED]	Judgment for Plaintiff	\$0.00	\$403.05	\$403.05

Judgment Components:

<u>Type</u>	<u>Amount</u>	<u>Deposit Amount</u>	<u>Adjusted Amount</u>
Civil Judgment	\$296.80	\$0.00	\$296.80
Costs	\$106.25	\$0.00	\$106.25

* Is Joint/Several

DOCKET ENTRY INFORMATION

<u>Filed Date</u>	<u>Entry</u>	<u>Filer</u>	<u>Applies To</u>
02/14/2018	Judgment for Plaintiff	Magisterial District Court 45-1-06	John Hyland, Defendant
02/14/2018	Judgment Entered	Magisterial District Court 45-1-06	John Hyland, Defendant
01/16/2018	Certified Civil Complaint Accepted	Magisterial District Court 45-1-06	John Hyland, Defendant
01/10/2018	Certified Civil Complaint Issued	Magisterial District Court 45-1-06	John Hyland, Defendant
01/10/2018	Civil Complaint Filed	[REDACTED]	[REDACTED]

Exhibit D

*2/28/10
MAY 14TH*

Hyland's Appliance Service

SCRANTON, PA 18505
(570) 780-0981

ORDER # 4-30-10

NAME [REDACTED]

ADDRESS [REDACTED]

CITY [REDACTED] PHONE [REDACTED]

MAKE <u>SAMSUNG</u>	MODEL <u>Wool Drive</u>	SERIAL NO.	ALL WORK C.O.D.
NATURE OF SERVICE REQUEST <u>wont start</u>			

QUAN	PART NO	DESCRIPTION	PRICE	AMOUNT
		Safety Therme		48.6
		Door Sw		39.71
		Paid in full		
		90 Day warranty		
		on parts		

SERVICE PERFORMED Total 219.28 Deposit 1.50 Balance 69.28 parts install new parts Check working FINISH	TOTAL MATERIAL	
	SERVICE CHARGE	75.00
	LABOR	30.00
	TAX	12.41
	TOTAL	219.28

START 12/15 FINISH 12/5

DATE COMPLETED 3-14-10 **CASH ON COMPLETION OF WORK**

INVOICE COPY

I hereby accept above performed service, and charges, as being satisfactory and acknowledge that equipment and surrounding area have been left in good condition.

Technician [Signature] Customer's Signature [Signature]

Exhibit E

Hyland's Appliance Service

SCRANTON, PA 18505
(570) 780-0981

NAME [REDACTED] ORDER NO. 10-27-75
 ADDRESS [REDACTED]
 CITY [REDACTED] PHONE [REDACTED]

MAKE Mighty MODEL Wynona SERIAL NO. [REDACTED]
 NATURE OF SERVICE REQUEST Noise ALL WORK C.O.D.

QUAN	PART NO	DESCRIPTION	PRICE	AMOUNT
		<u>Blower wheel</u>		<u>35.00</u>

SERVICE PERFORMED
Total 20.94
~~30~~
Deposit 125.00
Balance 76.94

TOTAL MATERIAL	<u>35.00</u>
SERVICE CHARGE	<u>85.00</u>
LABOR	<u>45.00</u>
	<u>190.00</u>
TAX	<u>11.34</u>
TOTAL	<u>201.34</u>

START FINISH

Thank You!

DATE COMPLETED CASH ON COMPLETION OF WORK

INVOICE COPY

I hereby accept above performed service, and charges, as being satisfactory and acknowledge that equipment and surrounding areas have been left in good condition.

Technician John Hyland

Customer's Signature [REDACTED]

IN THE LACKAWANNA COUNTY COURT OF COMMON PLEAS
CIVIL ACTION

COMMONWEALTH OF PENNSYLVANIA,
OFFICE OF ATTORNEY GENERAL

Plaintiff,

v.

JOHN J. HYLAND individually and d/b/a
HYLAND'S APPLIANCE SERVICE

Defendant,

COMPLAINT IN EQUITY

Case No.: _____

CERTIFICATE OF SERVICE

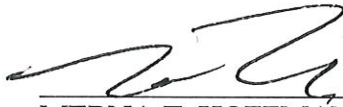
I, MERNA T. HOFFMAN, do hereby certify that on the date set forth below the Commonwealth of Pennsylvania's Complaint in Equity was served upon the following via sheriff's service to the following addresses:

John J. Hyland
d/b/a Hyland's Appliance Service
1815 Cleveland Avenue
Scranton, PA 18505

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA OFFICE OF ATTORNEY GENERAL
JOSH SHAPIRO
Attorney General

Date: 2/4/19

By: _____


MERNA T. HOFFMAN
DEPUTY ATTORNEY GENERAL
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Harrisburg, Pennsylvania 17120
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