

IN THE COURT OF COMMON PLEAS OF WESTMORELAND COUNTY, PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA,  
BY JOSH SHAPIRO,  
ATTORNEY GENERAL,

Plaintiff,

v.

PA REMODELERS LLP,

and

BATHMAKEOVER PRO LLC,

and

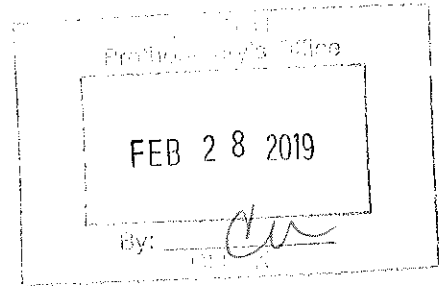
JEFFREY D. BOLLINGER;  
Individually,

Defendants.

CIVIL DIVISION

No. 913 of 2019

COMPLAINT



**NOTICE**

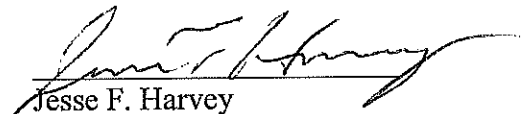
**YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND  
AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU  
MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS  
COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN  
APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING  
WITH THE COURT 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:**

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Attorney for Plaintiff



The Commonwealth has reason to believe that Pa Remodelers LLP, Bathmakeover Pro LLC, and Jeffrey Bollinger, Individually and as owner of Pa Remodelers LLP and Bathmakeover Pro LLC (hereinafter collectively referred to as “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 injunctive relief, restitution, 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, with offices located at 1251 Waterfront Place, Mezzanine Level, Pittsburgh, Pennsylvania 15222 and at 15th Floor, Strawberry Square, Harrisburg, Pennsylvania 17120.

4. Defendant Pa Remodelers LLP, is a Pennsylvania limited liability partnership with a registered business address of 716 Homestead Avenue, Scottdale, Pennsylvania 15683.

5. Defendant Bathmakeover Pro LLC, is a Pennsylvania limited liability company with a registered business address of 700 North Broadway, Suite B, Scottsdale, Pennsylvania 15683.

6. Defendant Jeffrey Bollinger (hereinafter “Defendant Bollinger”) is an adult individual residing at 304 Walnut Avenue, Scottsdale, Pennsylvania 15683.

7. At all times relevant and material hereto, Defendant Bollinger was a general partner of Defendant Pa Remodelers LLP.

### **BACKGROUND**

8. Defendants have engaged in trade and commerce within the Commonwealth of Pennsylvania, including Westmoreland County, by contracting with Pennsylvania consumers for the provision of home improvement services.

9. At all times relevant and material hereto, Defendant Bollinger, authored, approved, endorsed, formulated, directed, controlled, and/or participated in the conduct of Defendants Pa Remodelers LLP and Bathmakeover Pro LLC as alleged herein.

10. Defendant Pa Remodelers LLP is registered as a home improvement contractor with the Bureau under the name “PA Remodelers LLP” pursuant to the Home Improvement Consumer Protection Act, 73 P.S. § 517.1, *et seq.* (hereinafter “HICPA”) at HICPA registration number PA 131545 since April 19, 2017.

11. Defendant Bathmakeover Pro LLC is registered as a home improvement contractor with the Bureau under the name “Bath Makeover Pro LLC” pursuant to HICPA at HICPA registration number PA 140029 since May 9, 2018.

12. The Bureau has received consumer complaints against Defendants indicating that Defendants have engaged in unfair and deceptive acts and practices in violation of HICPA and the Consumer Protection Law, as described more fully herein.

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

14. 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.

15. Since 2009, additional consumers have initiated civil lawsuits against Individual Defendant Bollinger related to home improvement contracts including but not limited to the following (disposition in parentheses):

- a. Lavelle, Magisterial District Justice Robert Paul Dzvonic, MDJ-05-2-03, No. MJ-05203-CV-0000309-2009 (Judgment entered against Jeffrey Bollinger in the amount of \$1,681.00).
- b. Mount Lebanon United Methodist Church, Magisterial District Justice Charles D. Moore, MDJ-10-3-10, No. MJ-10310-CV-0000156-2010 (Default Judgment entered against Jeffrey Bollinger in the amount of \$8,448.00).
- c. Dunn, Magisterial District Justice Charles D. Moore, MDJ-10-3-10, No. MJ-10310-CV-0000063-2012 (Judgment entered against Jeffrey Bollinger and wife Sheila Bollinger in the amount of \$2,782.50).
- d. Miller, Magisterial District Justice Tara Smith, MDJ-05-2-01, No. MJ-05201-CV-0000177-2015 (Default Judgment entered against Jeffrey Bollinger and

David Pricener, jointly and severally in the amount of \$7,219.10; Pricener subsequently appealed).

- e. Balliard, Magisterial District Justice James C. Ellis, MDJ-27-3-01, No. MJ-27301-CV-0000111-2016 (Judgment entered against Jeffrey Bollinger in the amount of \$3,572.30).
- f. Myers, Court of Common Pleas of Allegheny County, Pennsylvania, GD-08-1495 (Default judgment entered against Jeffrey Bollinger and Craig Wagner, jointly and severally, in the amount of \$63,086.50).
- g. Manzetti, Court of Common Pleas of Allegheny County, Pennsylvania, GD-17-1180 (Default judgment entered against Individual Defendant Bollinger in the amount of \$67,570.00).
- h. Abrams, Court of Common Pleas of Allegheny County, Pennsylvania, GD-17-11577 (Default judgment entered against Jeffrey Bollinger and PA Remodelers LLP in the amount of \$155,025.53).
- i. Grumski, Court of Common Pleas of Allegheny County, Pennsylvania, AR-18-002512 (Default judgment entered against Jeffrey Bollinger t/d/b/a PA Remodeler).

16. Individual Defendant Bollinger has been charged in at least three separate criminal matters related to residential home improvement work at the following docket numbers:

- a. Westmoreland County Criminal Court Docket No. CP-65-CR-0000239-2011 (charged with theft by deception, 18 Pa.C.S.A. § 3922, making false statements to induce agreement for home improvement services, 73 P.S. § 517.8(a)(1), and receiving advance payment for services and failing to

perform 73 P.S. § 517.8(a)(2). Individual Defendant Bollinger subsequently completed an Accelerated Rehabilitative Disposition program.

- b. Westmoreland County Criminal Court Docket No. CP-65-CR-0003338-2012 (charged with receiving advance payment for services and failing to perform, 73 P.S. § 517.8(a)(2)). Charges subsequently dismissed after satisfaction.
- c. Allegheny County Criminal Court Docket No. CP-02-CR-0000587-2017 (charged with receiving advance payment for services and failing to perform (73 P.S. § 517.8(a)(2)), selling less than the represented quantity of any commodity or service (73 P.S. Pa.C.S.A. 4107(a)(2)) and theft by deception (18 Pa.C.S.A. § 3922). On August 8, 2017, Individual Defendant Bollinger pled guilty to the theft by deception and was sentenced to one year of probation; remaining charges withdrawn.

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

### **FACTS**

18. At all times relevant and material hereto, Defendants advertised and entered into contracts with consumers for the provision of home improvement services, including but not limited to roof, siding, and deck installation and repair, bathroom remodeling, and additions.

19. On April 8, 2015, Richard Willard registered with the Bureau the unregistered fictitious name "Pa Remodelers" under HICPA and obtained registration number PA115540.

20. Despite the fact Individual Defendant Bollinger was not the registrant, he entered into contracts for home improvement services using the unregistered fictitious name "Pa Remodelers."



21. On May 11, 2015, Individual Defendant Bollinger, as “General Partner,” executed a Statement of Registration with the Pennsylvania Department of State Corporation Bureau registering Defendant “Pa Remodelers LLP” as a limited liability general partnership.

22. On April 19, 2017, Defendant Pa Remodelers LLP, using the name “PA Remodelers LLP,” registered with the Bureau under HICPA PA131545, listing Individual Defendant Bollinger as the primary contact.

23. Defendant PA Remodelers LLP’s contracts contain a “Code of Ethics” under which Defendants made a number of representations to consumers, including the following:

- a. “WE WILL SERVE our customers with integrity, competence and objectivity.”
- b. “WE WILL PERFORM our work to meet technical codes or better.”
- c. “WE WILL RESPECT each customer’s home and property and leave them as clean as we found them.”
- d. “WE WILL MAKE Quality Service the trademark of the jobs we perform. If needed we will take care of callbacks with a minimum of inconvenience to our customers.”
- e. “WE WILL STAND behind our work.”
- f. “WE WILL MAINTAIN a wholly professional attitude and behavior toward those we serve, our fellow contractors, our own employees, our suppliers and the public at large.”

A copy of Defendant PA Remodelers LLP’s standard contract with personal identification information redacted is attached hereto and made a part hereof as Exhibit “A.”

24. In connection with multiple consumer contracts, Defendants entered into a contract with consumers, accepted payments from those consumers, and then failed to complete the services in accordance with the terms of the consumers' contracts.

25. As a result of the aforementioned conduct, multiple consumers were left with partially completed home improvement work that was of poor quality and required repair.

26. Defendants' were not responsive to consumer efforts to contact them and have them return to complete the work or provide a refund.

27. As a result, in connection with multiple consumer contracts, Defendants Bollinger and PA Remodelers LLP failed to comply with the representations made in their "Code of Ethics."

28. In connection with multiple consumer contracts, Defendants Bollinger and PA Remodelers LLP failed to list on the contracts their current HICPA registration number of PA 131545 and instead listed the expired registration number of PA115540 that was obtained for the unregistered fictitious name "Pa Remodelers" by Richard Willard.

29. In connection with multiple consumer contracts, Defendants Bollinger and PA Remodelers LLP identified their HICPA registration as a "License."

30. In connection with at least one transaction, Defendants utilized a contract that failed to set forth the following information:

- a. The approximate starting and completion dates for the work;
- b. A statement by the contractor identifying the current amount of insurance coverage maintained at the time of signing the contract; and
- c. The toll-free telephone number of the Bureau of Consumer Protection.

31. On June 28, 2018, the HICPA registration of PA Remodelers LLP at PA131545

was deactivated by the Bureau after Defendant Bollinger failed to respond to numerous attempts to contact him regarding registration deficiencies.

32. On May 9, 2018, Defendant Bollinger's wife, Sheila Bollinger, registered Defendant Bathmakeover Pro, LLC under HICPA and obtained registration number PA140029, listing herself as the primary contact.

33. The Commonwealth has received one consumer complaint against Defendant Bathmakeover Pro, LLC wherein the consumer confirmed that they had only interacted with Defendant Bollinger and Defendant Bollinger signed the home improvement contract. A copy of the aforementioned Defendant Bathmakeover Pro, LLC contract, with personal Identification information redacted, is attached hereto and made a part hereof as Exhibit "B."

34. Upon information and belief, Defendant Bollinger performs all day to day functions related to the management and operation of Defendant Bathmakeover Pro LLC, including, as occurred in the aforementioned complaint, meeting with consumers, bidding jobs, negotiating contracts, executing contracts and performing and/or overseeing home improvement work.

35. The HICPA registration for Defendant Bathmakeover Pro LLC, PA140029, does not identify Defendant Bollinger as an officer or manager.

36. The Bureau has received consumer complaints against Defendants. The following are examples of what has been alleged in certain complaints submitted by consumers to the Bureau:

- a. On or about June 7, 2017, a Washington County consumer hired Defendants Bollinger and PA Remodelers LLP to remove her garage roof and install a bathroom in the same location for a total price of \$21,000.00.

The consumer paid \$7,000.00 down at the time the contract was signed and \$7,000.00 more on June 26, 2017, the first day of work. From the date the contract was signed until August 30, 2017 infrequent sporadic work was done including removal of the garage roof, framing of the bathroom and the installation of a roof joist. During this period the work site was left covered with a tarp that repeatedly allowed rainwater to infiltrate and damage the work site and the consumer's garage below. The consumer's efforts to contact the Defendants were not returned and when the Defendants did appear at the end of August 2017, the consumer, based upon the experience to date, refused to allow them to perform any additional work and demanded a refund. The consumer estimates Defendants were at the job site for a total of thirty (30) hours between June 26, 2017 and August 30, 2017.

- b. On or about July 12, 2017, Defendants Bollinger and PA Remodelers LLP entered into a contract with an Allegheny County consumer to perform multiple home improvements including the construction of covered deck and the installation of a roof over the consumer's front door for a total price of \$32,500.00. Defendants represented the work would take two weeks. Defendants paid an initial down payment of \$10,833.00 at signing and a second payment of \$10,833.00 on August 24, 2017. Work on the front door roof took three months and was of poor quality. The only work performed with regard to the deck was the digging of four holes in the consumer's back yard in October of 2017. Consumer subsequently was

able to reach Defendants' office manager who informed them that the owner had become unreachable and that the deposit monies paid had been used to finish another job and there was no more money to finish the consumer's job. Defendants performed no further work at the job site.

- c. On April 18, 2017, a Westmoreland County consumer hired Defendants Bollinger and PA Remodelers LLP to build a two story garage for a total contract price of \$70,000.00. The Defendants were initially paid \$7,000.00 and commenced excavation in May of 2017. The consumer then paid an additional \$22,000.00 for the completion of excavation work and the construction of the foundation, including pouring the footer, and installing the concrete floor, walls and steel beams. Further excavation work was done in mid-July of 2017. The Defendants poured the footer in August of 2017 and thereafter failed to return to perform any additional work. Defendants subsequently agreed to make periodic payments towards a refund but after making the initial payment, Defendants have failed to make any additional payments.

**COUNT I – FAILURE TO COMPLY WITH HICPA AND THE CONSUMER PROTECTION LAW AS TO ALL DEFENDANTS**

**Failure to Perform, Abandonment and Deviation from Specifications**

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

38. Under Section 517.9(5) of HICPA, no home improvement contractor 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).

39. Defendants violated Section 517.9(5) of HICPA and the Consumer Protection Law by abandoning and, without justification, failing to perform home improvement contracts undertaken by Defendants.

40. Under Section 517.9(6) of HICPA, no home improvement contractor shall deviate from or disregard specifications, in any material respect, without a written change order dated and signed by both the contractor and owner. 73 P.S. § 517.9(6).

41. Defendants violated Section 517.9(6) of HICPA and the Consumer Protection Law by deviating from and disregarding the specifications set forth in the consumers' contracts.

42. Defendants' deviations from the original contract specifications and their failure to perform resulted in inferior and unworkmanlike performance.

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

44. 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, including without limitation:

- a. 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);
- b. Making repairs, improvements or replacements on tangible, real or personal property, of a nature or quality inferior to or below the standard of that agreed to in writing, in violation of Section 201-2(4)(xvi); 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 § 201-2(4) (v), (xvi) and (xxi).

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

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

### **PRAYER FOR RELIEF**

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

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

- E. Permanently enjoining Defendants from engaging in the home improvement business, including owning or operating a home improvement business, advertising, offering for sale and selling home improvement services, and permanently enjoining Defendants from registering as a home improvement contractor under HICPA;
- F. Directing Defendants to pay the Commonwealth for the costs of its investigation and prosecution of this action; and
- G. Granting such other relief as the Court deems necessary and appropriate.

**COUNT II – FAILURE TO COMPLY WITH HICPA AND THE CONSUMER PROTECTION LAW AS TO DEFENDANTS BOLLINGER AND BATHMAKEOVER PRO LLC**

**Failure to Comply with HICPA Registration Requirements**

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

48. 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).

49. Section 517.4(a)(1)(vii)(A) of HICPA requires that the individual or individuals making application to the Bureau for registration as a contractor include a statement whether “[t]he individual or individuals making application ... has ever been convicted of a criminal offense related to a home improvement transaction, fraud, theft, a crime of deception or a crime involving fraudulent business practices, as well as a statement whether the applicant has ... within the last ten years, received a final civil judgment entered against the applicant



or businesses in which the applicant held an interest that was related to a home improvement transaction.” 73 P.S. § 517.4(a)(1)(vii)(A).

50. Defendants Bollinger and Bathmakeover Pro LLC violated Sections 517.3, 517.9, and 517.4(a)(1)(vii)(A) of HICPA by conducting business as home improvement contractors in the Commonwealth despite Defendant Bollinger’s failure to disclose in the Bathmakeover Pro LLC HICPA registration his prior criminal conviction related to home improvement transactions, fraud, theft, deception and/or fraudulent business practices and civil judgments entered against Defendant Bollinger related to home improvement transactions, as required by HICPA.

51. Defendants Bollinger and Bathmakeover Pro LLC listed on their HICPA application that Defendant Bollinger’s wife was the owner of Bathmakeover Pro LLC for the purpose of circumventing HICPA’s requirement that applicants disclose certain criminal convictions and civil judgments.

52. 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.

53. 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); 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), (iii), and (xxi).

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

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

#### **PRAYER FOR RELIEF**

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

- A. Declaring Defendants' conduct, as set forth in this Complaint, to be in violation of the Consumer Protection Law and HICPA;
- B. Directing Defendants to comply with the Consumer Protection Law and HICPA and any amendments thereto;
- C. Directing Defendants, pursuant to Section 201-4.1 of the Consumer Protection Law, to make full restitution to all consumers who have suffered losses as a result of the acts and practices alleged in this Complaint and any other acts or practices which violate the Consumer Protection Law and HICPA;
- D. Directing Defendants, pursuant to Section 201-8 (b) of the Consumer Protection Law, to pay civil penalties in the amount of one thousand dollars (\$1,000.00) for each and every violation of the Consumer

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

- E. Permanently enjoining Defendants from engaging in the home improvement business, including owning or operating a home improvement business, advertising, offering for sale and selling home improvement services, and permanently enjoining Defendants from registering as a home improvement contractor under HICPA;
- F. Directing Defendants to pay the Commonwealth for the costs of its investigation and prosecution of this action; and
- G. Granting such other relief as the Court deems necessary and appropriate.

**COUNT III – FAILURE TO COMPLY WITH HICPA AND THE CONSUMER PROTECTION LAW AS TO ALL DEFENDANTS**

**Failure to Include all Required Terms and Disclosures in Their Contract**

- 56. The preceding paragraphs are incorporated herein as though fully set forth below.
- 57. 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 approximate starting and completion date for the work, 73 P.S. § 517.7(a)(6);
  - b. A statement by the contractor that sets forth his agreement to maintain liability insurance covering personal injury in an amount not less than \$50,000 and insurance covering property damage caused by the work of a home improvement contractor in an amount not less than \$50,000.00 and which identifies the current amount of insurance coverage maintained at the time of signing the contract, 73 P.S. § 517.7(a)(11); and
  - c. The toll-free telephone number of the Bureau of Consumer Protection, 73 P.S. § 517.7(a)(12).
- 58. Defendants violated Section 517.7 of HICPA by utilizing contracts that failed to

include one or more of the above noted information. *See* Exhibits “A” and “B.”

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

60. 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, 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 § 201-2(4) (ii), (v), and (xxi).

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

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

#### **PRAYER FOR RELIEF**

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

- A. Declaring Defendants' conduct, as set forth in this Complaint, to be in violation of the Consumer Protection Law and HICPA;
- B. Directing Defendants to comply with the Consumer Protection Law and HICPA and any amendments thereto;
- C. Directing Defendants, pursuant to Section 201-4.1 of the Consumer Protection Law, to make full restitution to all consumers who have suffered losses as a result of the acts and practices alleged in this Complaint and any other acts or practices which violate the Consumer Protection Law and HICPA;
- D. Directing Defendants, pursuant to Section 201-8 (b) of the Consumer Protection Law, to pay civil penalties in the amount of one thousand dollars (\$1,000.00) for each and every violation of the Consumer Protection Law, and three thousand dollars (\$3,000.00) for each such violation involving a victim age sixty (60) or older;
- E. Permanently enjoining Defendants from engaging in the home improvement business, including owning or operating a home improvement business, advertising, offering for sale and selling home improvement services, and permanently enjoining Defendants from registering as a home improvement contractor under HICPA;
- F. Directing Defendants to pay the Commonwealth for the costs of its investigation and prosecution of this action; and
- G. Granting such other relief as the Court deems necessary and appropriate.

**COUNT IV – FAILURE TO COMPLY WITH HICPA AND  
THE CONSUMER PROTECTION LAW AS TO ALL DEFENDANTS**

**Defendants engaged in “unfair or deceptive acts or practices”**

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

64. By failing to complete contracted for work, abandoning job sites and failing to respond to consumer efforts to return and complete work, Defendants Bollinger and Pa Remodelers, LLP failed to comply with the terms of their “Code of Ethics” as described above in paragraph 23.

65. Defendant Bollinger listed a prior HICPA registration number on consumer contracts instead of the HICPA registration number applicable to Defendant Pa Remodelers LLP that took effect April 19, 2017.

66. Defendants Bollinger and Pa Remodelers, LLP utilized consumer contracts that identified their HICPA registration as a “license” when in fact the Commonwealth does not grant licenses.

67. Prior to the creation of Pa Remodelers LLP, Defendant Bollinger entered into contracts for home improvement services using the unregistered fictitious name “Pa Remodelers.”

68. Defendants Bollinger and Bathmakeover Pro LLC made direct and implied representations that Defendant Bollinger was not associated with Defendant Bathmakeover Pro, LLC when in fact, upon information and belief, he performs all day to day functions related to the management and operation of Defendant Bathmakeover Pro LLC.

69. 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, 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);
- d. Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to or after a contract for the purchase of goods or services is made, in violation of Section 201-2(4)(xiv);
- 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 § 201-2(4) (ii), (iii), (v), (xiv), and (xxi).

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

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

#### **PRAYER FOR RELIEF**

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- A. Declaring Defendants' conduct, as set forth in this Complaint, to be in violation of the Consumer Protection Law and HICPA;

- B. Directing Defendants to comply with the Consumer Protection Law and HICPA and any amendments thereto;
- C. Directing Defendants, pursuant to Section 201-4.1 of the Consumer Protection Law, to make full restitution to all consumers who have suffered losses as a result of the acts and practices alleged in this Complaint and any other acts or practices which violate the Consumer Protection Law and HICPA;
- D. Directing Defendants, pursuant to Section 201-8 (b) of the Consumer Protection Law, to pay civil penalties in the amount of one thousand dollars (\$1,000.00) for each and every violation of the Consumer Protection Law, and three thousand dollars (\$3,000.00) for each such violation involving a victim age sixty (60) or older;
- E. Permanently enjoining Defendants from engaging in the home improvement business, including owning or operating a home improvement business, advertising, offering for sale and selling home improvement services, and permanently enjoining Defendants from registering as a home improvement contractor under HICPA;
- F. Directing Defendants to pay the Commonwealth for the costs of its investigation and prosecution of this action; and
- G. Granting such other relief as the Court deems necessary and appropriate.

**[Remainder of page intentionally blank]**

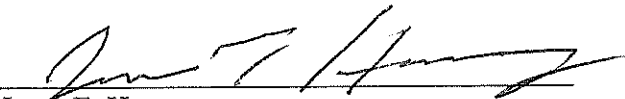


Respectfully submitted,

COMMONWEALTH OF PENNSYLVANIA  
OFFICE OF ATTORNEY GENERAL

JOSH SHAPIRO  
ATTORNEY GENERAL

Date: 2/28/19

By: 

Jesse F. Harvey  
Chief Deputy Attorney General  
Attorney for the Commonwealth  
Office of Attorney General  
Bureau of Consumer Protection  
1251 Waterfront Place, Mezzanine Level  
Pittsburgh, Pennsylvania 15222  
PA ID No. 63435  
Phone: 412-565-2883  
jharvey@attorneygeneral.gov

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

COMMONWEALTH OF PENNSYLVANIA,  
By JOSH SHAPIRO,  
ATTORNEY GENERAL,

Plaintiff,

v.

PA REMODELERS LLP,

and

BATHMAKEOVER PRO LLC,

and

JEFFREY D. BOLLINGER;  
Individually,

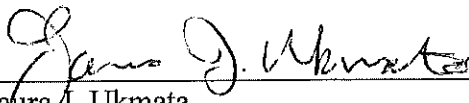
Defendants.

CIVIL DIVISION

G.D. No.

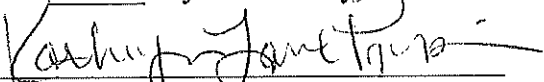
**VERIFICATION**

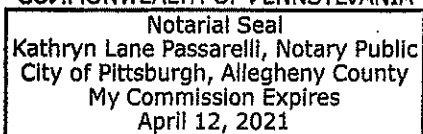
I, Laura J. Ukmata, being duly sworn according to law, hereby state that I am an Agent with the Commonwealth of Pennsylvania, Office of Attorney General, Bureau of Consumer Protection, Pittsburgh Regional Office, and that I am authorized to make this verification on behalf of the Plaintiff and that the facts in the foregoing Complaint are true and correct to the best of my knowledge or information and belief.

  
\_\_\_\_\_  
Laura J. Ukmata  
Senior Consumer Protection Agent

Sworn and Subscribed to before me

this 21 day of February, 2019.

  
\_\_\_\_\_  
Notary Public (SEAL)



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.

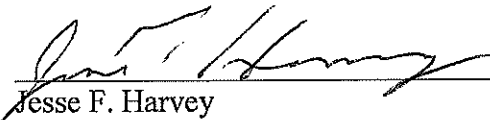
Submitted by:

COMMONWEALTH OF PENNSYLVANIA  
OFFICE OF ATTORNEY GENERAL

JOSH SHAPIRO  
ATTORNEY GENERAL

Date: 2/28/19

By:

  
\_\_\_\_\_  
Jesse F. Harvey

Chief Deputy Attorney General  
Attorney for the Commonwealth  
Office of Attorney General  
Bureau of Consumer Protection  
1251 Waterfront Place, Mezzanine Level  
Pittsburgh, Pennsylvania 15222  
PA ID No. 63435  
Phone: 412-565-2883  
jharvey@attorneygeneral.gov

# REMODELERS

BATHROOMS - ROOFS - DECKS

412-335-1771

2657 STATE RTE 981, MOUNT PLEASANT, PA 15666

LICENSE # PA115540 131545

PERMITTED TO: [REDACTED]	JOB NAME: Bath Remodel	JOB #:
70 [REDACTED]	JOB LOCATION: Washington	
[REDACTED]	DATE: June 7, 2017	DATE OF PLUMB: Immediately
[REDACTED]	ARCHITECT: Axis	

ereby submit applications and estimates for:

ull permits and have professional blueprints made for the job.

erno existing garage roof down to the wall

install new floor joists based on size recommended by architect's blueprints.

install 3/4" OSB subfloor, glued to floor and nailed down.

frame exterior walls for the addition and frame the roof (Hip style).

shingle the roof with matching shingles to the existing roof.

install soffit, fascia, and gutters to the new addition.

install insulation to the interior and exterior of the addition per blueprints.

install vinyl siding saving as much from existing house and purchasing as nearest color match as possible.

install new wiring throughout the addition that follows code regulations.

install plumbing throughout addition for toilet, 2 vanities, shower area, and washing machine.

hang & finish drywall; also installing B-board as discussed, halfway up walls, and also to cover ceiling.

install 2 pocket doors: 1 into the bathroom from bedroom and 1 from bathroom to laundry area.

install fixtures to wet area (shower), toilets, vanities, and light fixtures supplied by customer. **ROMAN STONE**

install ceramic floor throughout the bathroom and laundry area. ( Customer to select within allotted budget)

prime and paint bathroom, laundry, and bedroom area to complete the work.

Remodelers will clean up, haul away, and dispose of all debris resulting from the project.

**Job Total: \$21,000.00**

**Payment: Deposit: \$7,000.00 Start of Project: \$7,000.00 Due Upon Completion: \$7,000.00**

**RECEIVED**  
MAR 29 2018  
BCP - WRO

I propose hereby to furnish material and labor - complete in accordance with the above specifications for the sum of:

Twenty One Thousand Dollars

Payment to be made as follows: Deposit: \$7000.00 Start of Project: \$7000.00 Due Upon Completion: \$7000.00

Contractor agrees to these specifications involving extra work and will be done at extra charge. All agreements contingent upon architect, etc. or other professional control.

Respectfully submitted

Note --- This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

## Acceptance of Proposal

I hereby accept the above specifications and conditions as satisfactory and agree to proceed with the work as specified.

Signature: [REDACTED]

Signature: [REDACTED]

(Acceptance)

FORM 88-17

PAYMENT: Amount \$

DATE: Amount \$

EXHIBIT

tabbies

A

Cash Payment BA BA LAC VISA AMEX DIS

# REMODELERS

BATHROOMS - ROOFS - DECKS

412-335-1771

357 STATE RTE 981, MOUNT PLEASANT, PA 15666  
LICENSE # PA115540

I hereby acknowledge receipt of the completed Notice of Cancellation forms set out below and that the Seller has orally informed me of my right to cancel.

(Buyer's Signature)

(Date)

(Date of Transaction)

## NOTICE OF CANCELLATION

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, AND ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN 10 BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT REASONABLE TIMES AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK.

IF THE SELLER DOES NOT PROVIDE INSTRUCTIONS FOR THE RETURN OF THE GOODS TO THE SELLER, OR IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN 20 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 THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THIS CONTRACT.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THE NOTICE OF CANCELLATION OR ANY OTHER WRITTEN NOTICE.

(Date)

I HEREBY CANCEL THIS TRANSACTION.

(Date)

(Buyer's Signature)

## Code of Ethics

### Customers

WE WILL SERVE our customers with integrity, competence, and objectivity.

WE WILL DELIVER to our customer all that we promised through value-added services.

WE WILL PERFORM our work to meet technical codes or better.

WE WILL EXPLORE each customer situation to sufficient detail and gather sufficient facts to gain an understanding of the problems, the scope of assistance needed, and the possible benefits our service and technical recommendations may provide our customers.

WE WILL RESPECT each customer's home and property and leave them as clean as we found them.

### Employees

WE REGARD our employees' satisfaction as important as customer service and company profitability. We subscribe to the promise of win, win, win.

WE WILL ASSIGN technical and support personnel to each job in accord with experience, knowledge, and expertise.

WE WILL FOSTER training for all our employees on an on-going basis to improve and uphold high performance standards.

### Professional Responsibility

WE WILL PERFORM jobs for which we are qualified by our experience and technical competence.

WE WILL MAKE Quality Service the trademark of the jobs we perform. If needed we will take care of callbacks with a minimum of inconvenience to our customers.

WE WILL STAND behind our work.

WE WILL NOT provide services to a customer under terms or conditions that might damage or compromise the integrity of our trade and profession. We will follow the Golden Rule.

WE WILL NOT advertise our services in a deceptive manner.

WE WILL MAINTAIN a wholly professional attitude and behavior toward those we serve: our fellow contractors, our own employees, our suppliers, and the public at large.

### Earnings

WE WILL AGREE with our customers independently and in advance on the basis for our fees. Our fees will be commensurate with the quality of the services we deliver and the responsibility we accept.

WE WILL MAKE it our moral imperative to maintain a profitable business as part of our responsibility to our employees and our families.

WE WILL BE MINDFUL of the honest value received by the customer and our right to an ethical profit.

### Social Responsibility

WE WILL BE GOOD corporate citizens.

WE WILL PROTECT the health and safety of our communities by sharing knowledge of environmental developments and technological advancements with the communities we serve.

WHITE COPY - FILE

YELLOW COPY - CUSTOMER

PINK COPY - CUSTOMER

Address [REDACTED]  
 City D. H. [REDACTED] State PA Zip 15110  
 Telephone [REDACTED]  
 Telephone ( ) Work [REDACTED]  
 Approx. Start Date 2/13 Approx. Completion Date 4/1

**700 N. Broadway, Suite B  
 Scottsdale, PA 15683**

**PA# 140029**

**Visit us at [www.bathmakeoverpro.com](http://www.bathmakeoverpro.com)**

**Job Details:**

**BATH LINER**

Color: White Skirt Style: Scalloped  
 Replacement:  YES  NO Size: 32x60 Drain:  L  R

**SHOWER LINER**

Color: White  
 Conversion:  YES  NO Size:          Seat:  YES  NO  
 Replacement:  YES  NO Size:          Drain:  L  R  
 Cast Iron Tearout:  YES  NO

**WALL SURROUND**

Color: White  
 Styles:  Flat  4x4  8x10  6x6  12x12  Subway  
 Windmill  Diamond  A-Bends  Ceiling Panel  
 Water Damage:  YES  NO  Wainscoting 19 ft  
 Color White

**MOEN FIXTURE**

Valve:  YES  NO Condo:  YES  NO  
 Finish:  Chrome  BN  Brass  ORB  
 Slide Bar  Handheld

**ACCESSORIES**

Window Kit  Llistello Border  
 1 Shelf CC Flush  Mt. Soap Dish  
 2 Shelf CC  Recessed Soap Dish  
 3 Shelf Tower Caddy  2 Shelf Rectangle CC  
 4 Shelf CC  16" Grab Bar/Color           
 Single Shelf Flush Mt  24" Grab Bar/Color           
 Crescent Rod  CH  ORB  BN  Brass

**GLASS DOOR**

Size of Opening:          Shower Head:  LH  RH  
 Frame Finish:  Chrome  BN  Gold  ORB  
 Glass Type:  Clear  Rain  Obscure  
 Style:  Bypass  Hinged  Custom

Description - Additional Work to Perform: Remove existing tub and install new tub  
Make bathroom floor level with new tub  
Install new vanity and mirror  
Install new lighting

**Pricing Details:**

The Price agreed upon for this work is

Initials

Cash Price	\$ <u>5100.00</u>	
Coupons	\$	
Job Total	\$	
Rebates	\$	
Deposit	\$	
Due @ Start	\$ <u>2200.00</u>	
Due on Completion	\$ <u>1400.00</u>	
Amount to be Financed	\$ <u>1400.00</u>	

**Payment Terms**

Cash  Finance

Yes, I would like for the contractor to arrange financing and I agree to execute all instruments required.

**Desired Monthly Payment approx.**

\$          X          months

DEPOSIT PAYMENT: Date 2/13/13 Amount \$ 2200.00  
 Check #          Cash Financing BA GA MC VISA AMEX DISC  
 Card #          Ex           
 Auth #          CV2#           
 Name of Cardholder           
 Signature of Cardholder         

DEPOSIT PAYMENT: Date          Amount \$           
 Check #          Cash Financing BA GA MC VISA AMEX DISC  
 Card #          Ex           
 Auth #          CV2#           
 Name of Cardholder           
 Signature of Cardholder         

**TERMS: C.O.D. PAYMENT DUE UPON COMPLETION OF JOB**  
 This agreement contains the entire agreement between the parties, including attached copies of all required notices. This agreement cannot be changed without a written change order signed by the owner and the contractor.

**ACCORDING TO PENNSYLVANIA LAW, YOU, 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.**

**EXHIBIT**

AUTHORIZATION to perform work:

tabbies

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