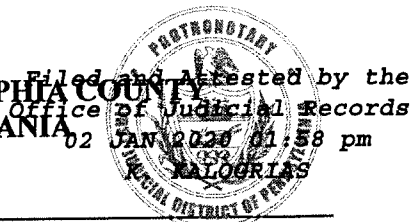


IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA
CIVIL TRIAL DIVISION



COMMONWEALTH OF PENNSYLVANIA
By Attorney General JOSH SHAPIRO

Plaintiff,

v.

SECURE HOME WARRANTY, LLC d/b/a
SECUREHOMEWARRANTY.COM
Formerly conducting business out of
1735 Market Street, Suite 3750
Philadelphia, Pennsylvania 19103

and

FIRST CHOICE HOME WARRANTY, LLC d/b/a
FIRST CHOICE HOME a/k/a
HOME WARRANTY LLC
Conducting business out of 100 N. 18th St., Ste. 300
Philadelphia, Pennsylvania 19103

and

ELLIOT ASHKENAZIE a/k/a Nathan Brestin,
Individually and as a former Member of SECURE
HOME WARRANTY, LLC d/b/a
SECUREHOMEWARRANTY.COM
1819 E 21st Street, Brooklyn, New York 11229

and

ALAN MALAH, Individually and as a Member
of SECURE HOME WARRANTY, LLC d/b/a
SECUREHOMEWARRANTY.COM and
FIRST CHICE HOME WARRANTY,
LLC a/k/a Firstchoicehomewarranty, LLC
d/b/a FIRST CHOICE HOME a/k/a
HOME WARRANTY, LLC a/k/a
FIRST HOME WARRANTY
2040 E. 9th Street, Brooklyn NY 11223

April Term 2019

No. 002305

CIVIL ACTION - EQUITY

Defendants.

:

**ORDER AND ADJUDICATION OF DEFAULT JUDGMENT
AND FINAL DECREE**

ANDNOW, this 15th day of JAN., 2020, upon the Default of Defendant Secure Home Warranty, LLC, Defendant Elliot Ashkenazie, Defendant First Choice Home Warranty, LLC and Defendant Alan Maleh, and upon consideration of the pleadings, this Court makes the following:

FINDINGS OF FACT

1. Plaintiff is the Commonwealth of Pennsylvania, Office of Attorney General, by Attorney General Josh Shapiro, with offices located at 1600 Arch Street, Third Floor, Philadelphia, Pennsylvania 19103.
2. Defendant, Secure Home Warranty, LLC (hereinafter "Defendant Secure Home Warranty" and/or collectively one of the "SHW Defendants"), is a Pennsylvania limited liability company which registered with the Pennsylvania Department of State, Bureau of Corporations and Charitable Organizations: Corporations Section (hereinafter "Corporations Bureau") with a registered commercial office provider of "United States Corporation Agents, Inc., County of Lehigh", which has a registered address of 1729 W. Tilghman St Rear, Allentown, PA 18109.
3. Defendant First Choice Home Warranty, LLC d/b/a First Choice Home a/k/a Home Warranty, LLC (hereinafter "Defendant First Choice" and/or collectively "First Choice Defendants"), is a Pennsylvania limited liability company which registered with the Corporations Bureau under the business name Firstchoicehomewarranty, LLC, with an initial registered office address of 800 North Second Street, Harrisburg, Pennsylvania 17102.
4. Defendant Elliot Ashkenazie (hereinafter "Defendant Ashkenazie" and/or

“Ashkenazie” and/or collectively one of the “SHW Defendants”) is an individual with a last known residential address of 1819 E 21st St Brooklyn, NY 11229.

5. Defendant Alan Maleh (hereinafter “Defendant Maleh” and/or “Maleh” and/or collectively one of the “SHW Defendants”) is an individual with a last known residential address of 2040 E. 9th Street, Brooklyn, New York 11223.

6. From approximately June of 2015 through April 21, 2017, Defendant Ashkenazie and Defendant Maleh were each record owners and holders of 50% of the shares or ownership of Defendant Secure Home Warranty.

7. Defendant Ashkenazie, Defendant Maleh and Defendant Secure Home Warranty (hereinafter “SHW Defendants”) engaged in trade and commerce within the Commonwealth of Pennsylvania through the advertisement and sale of home warranty plans (hereinafter “Service Plans” or “Service Contracts”) to many consumers in at least thirty-one different states, including Pennsylvania.

8. The SHW Defendants ran their fraudulent and deceptive business out of a “virtual office suite” that had a corresponding address of 1735 Market Street, Suite 3750, Philadelphia, Pennsylvania 19103.

9. The SHW Defendants took advantage of unsuspecting consumers in numerous ways, including but not limited to by falsely advertising the coverage and services available under the Service Contracts, wrongfully denying covered claims, failing to respond to consumer claims and inquiries, and refusing to reimburse or refund consumers in accordance with the terms of their written guarantees.

10. The SHW Defendants induced consumers to purchase home warranties, defined on the SHW Defendants’ website as “a service contract that covers the repair or replacement of

many of the most frequently occurring breakdowns of home system components and appliances.”

11. The SHW Defendants’ website stated “Our home warranty plan provides coverage for all of your existing systems and appliances with no requirements for home inspection and without regard to age, make or model.”

12. The SHW Defendants’ website further assured its customers that “There’s no worry or hassle, the instant something breaks a simple call to our 24/7 toll free claims center will guarantee a prompt remedy to the situation.”

13. The SHW Defendants advertised that Defendant Secure Home Warranty had “developed a national wide network of repair professionals ready to help right now”, and that customers would obtain “the convenience of 24/7 service requests.”

14. The advertisements set forth on the SHW Defendants’ website were false and misleading in numerous aspects, including but not limited to:

- a) Representing that their home warranty plan provides coverage for all “existing systems and appliances with no requirements for home inspection” when in certain instances claims were denied and/or payments were reduced for failure to provide three years’ worth of inspection documents;
- b) Representing that their home warranty plan provides coverage “without regard for age, make or model” when in certain instances claims were denied and/or payments were reduced due to the age of the appliance at issue;
- c) Representing that if a “covered system or appliance can’t be repaired by a service contractor, it will be replaced”, when in certain instances the SHW Defendants offered cash back for the value of the broken system component in an amount not to exceed the depreciated value of the component or appliance being replaced;
- d) Representing that customers could “rely on the convenience of 24/7 service requests”, when in certain instances phone calls and emails to place claims went unanswered for days and weeks;

- e) Representing access to a “vast network of reputable home repair professionals” when reputable home repair professionals were not available in numerous coverage areas;
- f) Representing that a “home warranty” was being offered when the services purchased were for a “service contract” ;
- g) Representing that the “warranties” could be used for an “unlimited” number of times during the contract term when there were coverage maximums for certain categories of claim types; and
- h) Representing that consumers could get a full refund within thirty days from the date of purchase when in certain instances consumers who tried to cancel the policy within thirty days were unable to do so.

15. Hundreds of consumers entered into Service Contracts with the SHW Defendants, paying anywhere from a few hundred to a few thousand dollars for one or more policies or Service Contracts that ranged in duration from one to five or more years.

16. The SHW Defendants charged consumers for Service Contracts via numerous different payment processors with whom they opened merchant processing accounts.

17. The majority of the SHW Defendants’ Service Contracts provided that “Secure Home will arrange for a licensed contractor and/or specialist (hereinafter “Contractor”) to repair or replace the systems and appliances covered under this agreement, when they become inoperable due to normal wear and tear.”

18. These Service Contracts instructed consumers to notify the SHW Defendants within three (3) days of detecting a malfunctioning system or appliance, and the SHW Defendants represented that they would arrange for a technician to contact consumer within two (2) days during normal business hours and within four (4) days on weekends.

19. However, the representations set forth by the SHW Defendants were largely inconsistent with the fine print buried within these Service Contracts, and with consumer

experiences generally.

20. Contrary to the SHW Defendants' representations, consumers sometimes had to wait days, weeks, or months before they were even able to get in contact with Defendant Secure Home Warranty to place a claim, and then additional days or weeks before they were contacted by an approved Contractor, if they were ever contacted at all.

21. In certain instances, the Contractors the SHW Defendants assigned to consumer claims were not licensed or otherwise qualified to perform the inspection or repair work and/or refused to do business with Defendant Secure Home Warranty.

22. In other instances, the SHW Defendants told customers they were unable to locate a technician who could visit the customer's property, and requested customers arrange for their own technician, pay the technician out of pocket, and then submit the invoice for reimbursement.

23. Despite instructing certain consumers to retain their own technicians and submit receipts for reimbursement, the SHW Defendants at times failed to reimburse these consumers, leaving these consumers unreimbursed for the out-of-pocket expenses they incurred despite explicit representations to the contrary.

24. The SHW Defendants also regularly denied claims that should have been covered per the terms of the Service Contracts. Many consumers reported that they were unable to reach anyone from Defendant Secure Home Warranty despite having left numerous messages for an "answering service" that was transferring the calls.

25. Numerous consumers who called and emailed the SHW Defendants to report a claim, cancel the contract, or obtain an update on the status of their reimbursement or claims reported the calls were dropped, they reached an answering service, or that they were transferred from person to person, making it impossible to obtain the information sought.

26. One or more customers who were able to get through to the SHW Defendants reported being given numerous reasons as to why their claims were denied, including but not limited to substantial exclusions or limitations on coverage buried in the fine print of the majority of the SHW Defendants' Service Contracts, rendering the benefits and inducements featured in the SHW Defendants' promotional material virtually non-existent.

27. Dozens of customers of SHW attempted to cancel the duration of their Service Contracts after having negative experiences when attempting to place a claim, but were never given a prorated refund in violation of the written guarantee.

28. The SHW Defendants also induced consumers to sign up for Service Contracts by offering "bonus months" that would extend the contract term, but failed to honor the "bonus months", and instead informed consumers that the bonus months would not activate unless the policy was renewed.

29. One or more consumers who entered into a "Reimburse and Release" agreement with the SHW Defendants never received their reimbursement payment in a timely manner despite the fact that the agreements said to allow up to thirty days to receive payment.

30. The misrepresentations of the SHW Defendants were intentional, and the consumers relied upon the misrepresentations of the SHW Defendants to their detriment. Such consumers suffered harm as a direct result of the SHW Defendants' misrepresentations.

31. The SHW Defendants profited from the aforementioned misconduct while consumers were left paying hundreds to thousands of dollars in out-of-pocket costs to replace or repair the very same systems and appliances that should have been covered under the SHW Defendants' Service Contracts.

32. At the time the Commonwealth's lawsuit was filed, over 160 consumers had filed

complaints with The Pennsylvania Office of Attorney General regarding the SHW Defendants' unfair and deceptive acts and practices.

33. From approximately June of 2015 through April 21, 2017, Defendant Ashkenazie supervised, controlled, approved, authorized, ratified, benefitted from and/or participated in the day-to-day operations of Defendant Secure Home Warranty.

34. On or around April 21, 2017, Defendant Ashkenazie sold his 50% ownership interest in Defendant, Secure Home Warranty to Defendant Maleh.

35. From approximately June of 2015 through November of 2017, Defendant Maleh supervised, controlled, approved, authorized, ratified, benefitted from and/or participated in the day-to-day operations of Defendant Secure Home Warranty.

36. After April 21, 2017, Defendant Maleh and Defendant Secure Home Warranty continued to engage in the same unfair and deceptive practices that the SHW Defendants had previously engaged in while Defendant Ashkenazie was still involved with Defendant Secure Home Warranty.

37. The phone number, website and certain email addresses for Defendant Secure Home Warranty were disconnected or inoperable at various times in the Spring and Summer of 2017.

38. Despite knowing that Defendant Secure Home Warranty was not responding to consumer phone calls or emails and not servicing consumer claims, Defendant Secure Home Warranty and Defendant Maleh intentionally continued to solicit new customers for home warranty Service Contracts at a point in time when they knew or should have known that they would not be providing the services and benefits that they were misrepresenting to consumers.

39. After April 21, 2017, Defendant Secure Home Warranty and Defendant Maleh

began to charge certain Secure Home Warranty consumer credit cards for another Service Contract despite the fact the consumers did not enroll for the monthly payment option and/or did not receive notice of auto-renewal in time to opt out as required per the written guarantee.

40. Some of the consumers that Defendant Maleh and Defendant Secure Home Warranty charged for the renewal of a Secure Home Warranty policy had already canceled their pre-existing policy due to the SHW Defendants' failure to provide the goods and/or services contracted for.

41. Defendant Maleh and Defendant Secure Home Warranty fraudulently charged the credit cards of one or more Secure Home Warranty consumers without their consent.

42. One or more of the consumers fraudulently charged by Defendant Maleh and Defendant Secure Home Warranty disputed the charge with their credit card company.

43. After one or more merchant processing accounts for Defendant Secure Home Warranty were terminated, Defendant Maleh formed additional home warranty companies and set up various merchant processing accounts for these new companies.

44. Defendant Maleh set up merchant processing accounts for his warranty companies using overlapping names, product descriptors, URLs and addresses in an attempt to confuse or otherwise deceive consumers as to the source and purpose of the charges on their credit card statement.

45. Defendant Maleh formed "First Choice Home Warranty, LLC" on October 26, 2017.

46. Defendants First Choice and Maleh charged the credit cards belonging to one or more former Secure Home Warranty consumers under the name "Home Warranty", despite the fact that these consumers never entered into a Service Contract with First Choice or otherwise

authorized Defendant First Choice or Defendant Maleh to charge their credit cards.

47. Defendant First Choice did not even offer Service Contracts with one or more former Secure Home Warranty consumers that were charged by First Choice under the name of “Home Warranty” according to their credit card statements.

48. Defendant Maleh has been a principal of Defendant First Choice since October of 2017.

49. Defendant Maleh and Defendant Secure Home Warranty went out of business on or about November of 2017 without addressing the hundreds of consumer complaints, without refunding consumers who had months and/or years left on their Service Contracts and without otherwise notifying consumers.

CONCLUSIONS OF LAW

50. The conduct of Defendant Secure Home Warranty, Defendant Ashkenazie, Defendant Maleh and Defendant First Choice as cited above is unlawful and constitutes violations of the violations of the *Unfair Trade Practices and Consumer Protection Law, 73 P.S. § 201-1, et seq.* (hereinafter “Consumer Protection Law”).

51. The aforesaid methods, acts or practices of the SHW Defendants, defined above as Defendant Secure Home Warranty, Defendant Ashkenazie, and Defendant Maleh, including but not limited to their false and misleading advertisements, failure to arrange for claims to be serviced in accordance with the written guarantee, failure to provide refunds and reimbursements in accordance with the written guarantee, baseless denials of covered claims, and solicitation of consumers using misrepresentations and methods that created a likelihood of confusion or misunderstanding, constitute “unfair methods of competition and unfair or deceptive acts or practices in the conduct of trade or commerce” prohibited by Section 201-3 of the Consumer

Protection Law, as defined by Section 201-2(4) of said Law as follows:

- (a) Section 201-2(4) (v) 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;
- (b) Section 201-2(4) (ix) Advertising goods or services with intent not to sell them as advertised;
- (c) Section 201-2(4) (xiv) 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;
- (d) Section 201-2(4)(xvi) 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; and
- (e) Section 201-2(4) (xxi) Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

73 P.S. §§ 201-3, and 201-2(4) (v), (ix), (xiv), (xvi), and (xxi).

52. The aforesaid methods, acts or practices of Defendant Secure Home Warranty and Defendant Maleh, including but not limited to fraudulently charging Secure Home Warranty consumer credit cards without consumer consent, constitute “unfair methods of competition and unfair or deceptive acts or practices in the conduct of trade or commerce” prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2(4) of said Law as follows:

- (a) Section 201-2(4) (xxi) Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

73 P.S. §§ 201-3, and 201-2(4) (xxi).

53. The aforesaid methods, acts or practices of Defendant Maleh and Defendant First Choice, including but not limited to opening home warranty companies with similar names to deceptively and fraudulently charge consumers, constitute “unfair methods of competition and unfair or deceptive acts or practices in the conduct of trade or commerce” prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2(4) of said Law as follows:

- (a) Section 201-2(4) (xxi) Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

73 P.S. §§ 201-3, and 201-2(4) (xxi).

FINAL DECREE

AND NOW, this 15th day of JAN., 2020, it is hereby ordered:

THE SHW DEFENDANTS: SECURE HOME WARRANTY, ASHKENAZIE AND MALEH

I. The SHW Defendants, defined above as Defendant Secure Home Warranty, Defendant Ashkenazie, and Defendant Maleh, and their officers, agents, employees and all other persons acting on their behalf, directly or indirectly, SHALL be permanently enjoined from violating the Consumer Protection Law and any amendments thereto, including, but not limited to, the following:

- a. Section 201-2(4) (v) 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;
- b. Section 201-2(4) (ix) Advertising goods or services with intent not to sell them as advertised;

- c. Section 201-2(4) (xiv) 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;
- d. Section 201-2(4)(xvi) 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; and
- e. Section 201-2(4) (xxi) Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

73 P.S. §§ 201-3, and 201-2(4) (v), (ix), (xiv), (xvi), and (xxi).

II. The SHW Defendants, defined above as Defendant Secure Home Warranty, Defendant Ashkenazie, and Defendant Maleh, SHALL be permanently enjoined, in any capacity, from engaging in trade and commerce which involves in any way engaging in any type of warranty or sales or service business, including but not limited to the sale, provision, administration or offering of any type of warranty or Service Contract, or any other type of plan or agreement that covers the repair or replacement of systems, appliances, or equipment, within the Commonwealth of Pennsylvania, based in the Commonwealth of Pennsylvania, or to any consumer who resides in the Commonwealth of Pennsylvania, in any capacity whatsoever, including, but not limited to, as an owner, shareholder, partner, member, manager, representative, employee, principal or agent of any business or entity engaged in such trade or commerce;

III. The SHW Defendants, defined above as Defendant Secure Home Warranty, Defendant Ashkenazie, and Defendant Maleh, SHALL be jointly and severally liable for, and shall pay the Commonwealth within thirty (30) days of the date of this Order, restitution in the amount of One Hundred Thirty Five Thousand Nine Hundred Thirty and 45/100 Dollars

(\$135,930.45), pursuant to § 201-4.1 of the Consumer Protection Law, for the benefit of the specific consumers and in the amounts specified in the chart which is attached hereto as Attachment "A." Defendant Secure Home Warranty, Defendant Ashkenazie, and Defendant Maleh shall be jointly and severally liable for the payment of such restitution and Judgment is hereby entered against said Defendants and in favor of the Commonwealth for such restitution in such amount.

IV. The SHW Defendants, defined above as Defendant Secure Home Warranty, Defendant Ashkenazie, and Defendant Maleh, SHALL be jointly and severally liable for, and shall pay to the Commonwealth within thirty (30) days of the date of this Order, civil penalties in the amount of Two Hundred Sixty Two Thousand and 00/100 Dollars (\$262,000.00), pursuant to § 201-8(b) of the Consumer Protection Law, based on the amounts set forth in Attachment "A." Defendant Secure Home Warranty, Defendant Ashkenazie, and Defendant Maleh shall be jointly and severally liable for the payment of such penalties and Judgment is hereby entered against each of the said Defendants and in favor of the Commonwealth for such penalties in such amounts.

V. The SHW Defendants, defined above as Defendant Secure Home Warranty, Defendant Ashkenazie, and Defendant Maleh, SHALL be jointly and severally liable for, and shall pay the Commonwealth within thirty (30) days of the date of this Order, costs in the amount of Two Hundred Forty Nine and 83/100 Dollars (\$249.83), which represents the pro-rata share of costs incurred by the Commonwealth in pursuing the above captioned matter against said Defendants as so indicated.

DEFENDANTS SECURE HOME WARRANTY AND MALEH

VI. Defendant Secure Home Warranty and Defendant Maleh, and their officers, agents, employees and all other persons acting on their behalf, directly or indirectly, SHALL be permanently enjoined from violating the Consumer Protection Law and any amendments thereto, including, but not limited to, the following:

- a. Section 201-2(4) (xxi) Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

73 P.S. §§ 201-3, and 201-2(4) (xxi).

VII. Defendant Secure Home Warranty and Defendant Maleh, SHALL be permanently enjoined, in any capacity, from engaging in trade and commerce which involves in any way engaging in any type of warranty or sales or service business, including but not limited to the sale, provision, administration or offering of any type of warranty or Service Contract, or any other type of plan or agreement that covers the repair or replacement of systems, appliances, or equipment, within the Commonwealth of Pennsylvania, based in the Commonwealth of Pennsylvania, or to any consumer who resides in the Commonwealth of Pennsylvania, in any capacity whatsoever, including, but not limited to, as an owner, shareholder, partner, member, manager, representative, employee, principal or agent of any business or entity engaged in such trade or commerce;

VIII. Defendant Secure Home Warranty and Defendant Maleh SHALL be jointly and severally liable for, and shall pay the Commonwealth within thirty (30) days of the date of this Order, restitution in the amount of Five Thousand Five Hundred Thirteen and 35/100 Dollars (\$5,513.35), pursuant to § 201-4.1 of the Consumer Protection Law, for the benefit of the specific consumers and in the amounts specified in the chart which is attached hereto as Attachment "A." Defendant Secure Home Warranty and Defendant Maleh shall be jointly and

severally liable for the payment of such restitution and Judgment is hereby entered against said Defendants and in favor of the Commonwealth for such restitution in such amount.

IX. Defendant Secure Home Warranty and Defendant Maleh SHALL be jointly and severally liable for, and pay the Commonwealth within thirty (30) days of the date of this Order, civil penalties in the amount of Fifteen Thousand and 00/100 Dollars (\$15,000.00), pursuant to § 201-8(b) of the Consumer Protection Law, based on the amounts set forth in Attachment "A." Defendant Secure Home Warranty and Defendant Maleh shall be jointly and severally liable for the payment of such penalties and Judgment is hereby entered against said Defendants and in favor of the Commonwealth for such penalties in such amount.

X. Defendant Secure Home Warranty and Defendant Maleh SHALL be jointly and severally liable for, and shall pay the Commonwealth within thirty (30) days of the date of this Order, costs in the amount of Two Hundred Forty Nine and 83/100 Dollars (\$249.83), which represents the pro-rata share of costs incurred by the Commonwealth in pursuing the above captioned matter against said Defendants as so indicated.

DEFENDANTS MALEH AND FIRST CHOICE

XI. Defendant Maleh and Defendant First Choice, and their officers, agents, employees and all other persons acting on their behalf, directly or indirectly, SHALL be permanently enjoined from violating the Consumer Protection Law and any amendments thereto, including, but not limited to, the following:

- a. Section 201-2(4) (xxi) Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

73 P.S. §§ 201-3, and 201-2(4) (xxi).

XII. Defendant Maleh and Defendant First Choice SHALL be permanently enjoined, in any capacity, from engaging in trade and commerce which involves in any way engaging in any type of warranty or sales or service business, including but not limited to the sale, provision, administration or offering of any type of warranty or Service Contract, or any other type of plan or agreement that covers the repair or replacement of systems, appliances, or equipment, within the Commonwealth of Pennsylvania based in the Commonwealth of Pennsylvania, or to any consumer who resides in the Commonwealth of Pennsylvania, in any capacity whatsoever, including, but not limited to, as an owner, shareholder, partner, member, manager, representative, employee, principal or agent of any business or entity engaged in such trade or commerce;

XIII. Defendant Maleh and Defendant First Choice SHALL be jointly and severally liable for, and pay the Commonwealth within thirty (30) days of the date of this Order, civil penalties in the amount of One Thousand and 00/100 Dollars (\$1,000.00), pursuant to § 201-8(b) of the Consumer Protection Law, based on the amounts set forth in Attachment "A." Defendant Maleh and Defendant First Choice shall be jointly and severally liable for the payment of such penalties and Judgment is hereby entered against said Defendants and in favor of the Commonwealth for such penalties in such amount.

XIV. Defendant Maleh and Defendant First Choice SHALL be jointly and severally liable for, and shall pay the Commonwealth within thirty (30) days of the date of this Order, costs in the amount of Two Hundred Forty Nine and 83/100 Dollars (\$249.83), which represents the pro-rata share of costs incurred by the Commonwealth in pursuing the above captioned matter against said Defendants as so indicated.

MONETARY JUDGMENTS TO BE ENTERED BASED ON ABOVE

XV. Judgment is hereby entered against Defendant Ashkenazie and in favor of the Commonwealth of Pennsylvania, Office of Attorney General, and said Defendant shall pay the Commonwealth a total amount of Three Hundred Ninety Eight Thousand One Hundred Eighty and 28/100 Dollars (\$398,180.28), which represents the sum of the amounts set forth in paragraphs III, IV, and V.¹

XVI. Judgment is hereby entered against Defendant Maleh and in favor of the Commonwealth of Pennsylvania, Office of Attorney General, and said Defendant shall pay the Commonwealth a total amount of Four Hundred Twenty Thousand One Hundred Ninety Three and 29/100 Dollars (\$420,193.29), which represents the sum of the amounts set forth in paragraphs III, IV, V, VIII, IX, X, XIII, and XIV.²

XVII. Judgment is hereby entered against Defendant Secure Home Warranty and in favor of the Commonwealth of Pennsylvania, Office of Attorney General, and said Defendant shall pay the Commonwealth a total amount of Four Hundred Eighteen Thousand Nine Hundred Forty Three and 46/100 Dollars (\$418,943.46), which represents the sum of the amounts set forth in paragraphs III, IV, V, VIII, IX, and X.³

XVIII. Judgment is hereby entered against Defendant First Choice and in favor of the Commonwealth of Pennsylvania, Office of Attorney General, and said Defendant shall pay the

¹ Any portion of this amount that involves joint and several liability is explained in the corresponding paragraphs as set forth above.

² Any portion of this amount that involves joint and several liability is explained in the corresponding paragraphs as set forth above.

³ Any portion of this amount that involves joint and several liability is explained in the corresponding paragraphs as set forth above.

Commonwealth a total amount of One Thousand Two Hundred Forty Nine and 83/100 Dollars (\$1,249.83) which represents the sum of the amounts set forth in paragraphs XIII and XIV.⁴



A handwritten signature in cursive script, appearing to read "J. Campbell", is written over a horizontal line. To the right of the signature, the letter "J." is printed.

⁴ Any portion of this amount that involves joint and several liability is explained in the corresponding paragraphs as set forth above.