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Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF DELAWARE COUNTY
CIVIL TRIAL DIVISION

COMMONWEALTH OF PENNSYLVANIA :
Acting by Attorney General Josh Shapiro :

Plaintiff :

v. :

1843, LLC, d/b/a Lifestone by Stefan :
101 W. Eagle Road, Suite 214 :
Havertown, Pennsylvania 19083 :

and :

GREGORY J. STEFAN, SR., individually and :
d/b/a Lifestone by Stefan, :
101 W. Eagle Road, Suite 214 :
Havertown, Pennsylvania 19083 :

and :

GREGORY J. STEFAN, JR., individually, :
d/b/a Lifestone by Stefan, :
101 W. Eagle Road, Suite 214 :
Havertown, Pennsylvania 19083 :

and :

GERARD STEFAN, individually :
d/b/a Lifestone by Stefan, :
101 W. Eagle Road, Suite 214 :
Havertown, Pennsylvania 19083 :

No. _____

CIVIL ACTION –
EQUITY

Defendants :
:

NOTICE TO DEFEND

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 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 OFFICES 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.

Lawyers' Reference Service
Front and Lemon Streets
Media, PA 19063
(610) 566-6625
PA Bar Association: www.pabar.org

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de esta demanda expuesta en las siguiente páginas, usted tiene veinte (20) días a partir de la fecha en que la demanda y la notificación fueron servidas para tomar acción mediante la introducción de su apariencia, personalmente o a través de un abogado, y entregarle a la corte, en forma escrita, sus defensas o sus objeciones a los reclamos expuestos en contra de su persona. Sea avisado que si usted no se defiende o toma ninguna acción, puede que el caso o demanda en contra suya continúe, y puede que una decisión o resolución sea declarada en su contra sin previo aviso o notificación, por cualquier dinero reclamado en la demanda, o por cualquier otro reclamo o compensación solicitada por el/la demandante. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

USTED DEBE TOMAR ESTE DOCUMENTO A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE A UN ABOGADO VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA LISTADA A CONTINUACION ABAJO. ESTA OFICINA LE PUEDE PROPORCIONAR CON INFORMACION ACERCA DE COMO EMPLEAR A UN ABOGADO.

SI USTED NO TIENE DINERO PARA CONTRATAR O PAGAR UN ABOGADO, ESTA OFICINA PUEDE PROVEERLE INFORMACION ACERCA DE AGENCIAS QUE PUEDEN OFRECER SERVICIOS LEGALES A PERSONAS ELEGIBLES A UN HONORARIO O COSTO REDUCIDO, O GRATIS.

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

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**IN THE COURT OF COMMON PLEAS OF DELAWARE COUNTY
CIVIL TRIAL DIVISION**

COMMONWEALTH OF PENNSYLVANIA	:	
Acting by Attorney General Josh Shapiro	:	
	:	No. _____
Plaintiff	:	
v.	:	
	:	
1843, LLC, d/b/a Lifestone by Stefan	:	CIVIL ACTION – EQUITY
101 W. Eagle Road, Suite 214	:	
Havertown, Pennsylvania 19083	:	
and	:	
	:	
GREGORY J. STEFAN, SR., individually and	:	
d/b/a Lifestone by Stefan,	:	
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Havertown, Pennsylvania 19083	:
	:
and	:
	:
GERARD STEFAN, individually	:
d/b/a Limestone by Stefan,	:
101 W. Eagle Road, Suite 214	:
Havertown, Pennsylvania 19083	:
	:
Defendants	:
	:

COMPLAINT

AND NOW, comes the Commonwealth of Pennsylvania, acting by Attorney General Josh Shapiro, which brings this action on behalf of the Commonwealth of Pennsylvania pursuant to the provisions of the Pennsylvania *Unfair Trade Practices and Consumer Protection Law*, 73 P.S. § 201-1, *et seq.* (herein referred to as the “Consumer Protection Law”), to obtain injunctive relief, civil penalties, restitution and other equitable relief as authorized by law against Defendant 1843, LLC, doing business as Limestone by Stefan, Defendant Gregory J. Stefan, Sr., individually and doing business as Limestone by Stefan, Defendant Gregory J. Stefan, Jr., individually and doing business as Limestone by Stefan, and Defendant Gerard Stefan, individually and doing business as Limestone by Stefan.

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 and unfair or deceptive acts or practices in the conduct of any trade or commerce declared unlawful therein. The Commonwealth seeks restitution pursuant to Section 201-4.1 of the Consumer Protection Law. Additionally, the Commonwealth seeks appropriate civil penalties pursuant to Section 201-8(b) of the Consumer Protection Law for all

violations of said Law, and other equitable relief as authorized by law.

The Commonwealth believes and therefore avers that Defendants willfully use, have willfully used and/or are about to willfully use, methods, acts, or practices complained of herein. The Commonwealth believes and therefore avers that its citizens are suffering and will continue to suffer harm unless the acts and practices set forth herein are enjoined. The Commonwealth believes and therefore avers that the public interest is served by seeking before this Honorable Court an injunction to restrain the methods, acts and practices complained of herein. 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) and (c)(1).

THE PARTIES

3. Plaintiff is the Commonwealth of Pennsylvania, acting by Attorney General Josh Shapiro (herein referred to as the “Commonwealth” and/or “Plaintiff”), with offices located at 1600 Arch Street, 3rd Floor, Philadelphia, Pennsylvania 19103.

4. Defendant 1843, LLC (herein referred to as “1843” and/or “Defendant 1843” and/or collectively as one of the “Defendants”) is a Pennsylvania limited liability company registered with the Pennsylvania Department of State, Bureau of Corporations and Charitable Organizations: Corporations Section (herein referred to as “Corporations Bureau”), with a registered office address of 8501 North Lansdowne Avenue, Upper Darby, Pennsylvania 19082.

Upon information and belief, Defendant 1843 operates from locations at 101 W. Eagle Road, Suite 214, Havertown, Pennsylvania 19083 and/or 1000 Cedar Avenue, Darby, Pennsylvania 19023. Upon information and belief, Defendant 1843 also does business under the registered fictitious name of Lifestone by Stefan.

5. Defendant 1843 is the registered owner of the fictitious name “Lifestone by Stefan.”

6. Defendant Gregory J. Stefan, Sr. (herein referred to as “Stefan, Sr.” and/or “Defendant Stefan, Sr.” and/or collectively as one of the “Defendants”) is an adult individual, and upon information and belief, and at various times relevant hereto, did business under and/or through Defendant 1843 and under the registered fictitious name of “Lifestone by Stefan.” Upon information and belief, at various times relevant hereto, Defendant Stefan, Sr. conducted business at 101 W. Eagle Road, Suite 214, Havertown, Pennsylvania 19083 and/or 1000 Cedar Avenue, Darby, Pennsylvania 19023.

7. Defendant Gregory J. Stefan, Jr. (herein referred to as “Stefan, Jr.” and/or “Defendant Stefan, Jr.” and/or collectively as one of the “Defendants”) is an adult individual, and upon information and belief, did and does business under and/or through Defendant 1843 and under the registered fictitious name of “Lifestone by Stefan.” Upon information and belief, Defendant Stefan, Jr. conducts and conducted business at 101 W. Eagle Road, Suite 214, Havertown, Pennsylvania 19083 and/or 1000 Cedar Avenue, Darby, Pennsylvania 19023.

8. Defendant Gerard Stefan, (herein referred to as “Gerard Stefan” and/or “Defendant Gerard Stefan” and/or collectively as one of the “Defendants”) is an adult individual, and did and does business under and/or through Defendant 1843 and did and does business under

the registered fictitious name of “Lifestone by Stefan.” Upon information and belief, Defendant Gerard Stefan conducts and conducted business at 101 W. Eagle Road, Suite 214, Havertown, Pennsylvania 19083 and/or 1000 Cedar Avenue, Darby, Pennsylvania 19023.

FACTS

9. At various times relevant and material hereto, Defendants engaged in trade and commerce within the Commonwealth of Pennsylvania by conducting business which included the advertising, marketing, selling and/or providing cemetery markers and memorials and related services to consumers, including, but not limited to monument and marker engraving and lettering.

10. At various times relevant hereto, Defendants, Stefan, Sr., Stefan, Jr. and/or Gerard Stefan, exercised control over and/or participated in the day-to-day operations of Defendant, 1843.

11. At various times relevant hereto, Defendants, Stefan, Sr., Stefan, Jr. and/or Gerard Stefan, supervised, controlled, approved, authorized, ratified, benefited from and/or otherwise participated in the acts and practices described below herein which constituted violations of the Consumer Protection Law.

12. At various times relevant hereto, Defendants have also used other names, including but not limited to, Colonial Memorials, Stefan Memorial Group, The Memorial Company, Gallagher Memorials, Alessi Memorials, 1843 Memorials/Cartledge, 1843 New Britain/Quakertown Memorials.

13. As set forth below, Defendants have engaged in deceptive business practices in failing to meet their promises and representations to timely deliver cemetery markers and

memorials and/or engraving and lettering services to consumers who have lost loved ones.

14. Upon information and belief, during various time periods relevant and material hereto, Defendants solicited consumers by various methods, including, a website. Copies of samples of a portion Defendant 1843's website are attached hereto and incorporated herein as Exhibits "A" and "B".

15. Defendants used a contract form for lettering, engraving or memorials which included a fill in the blank line for the description "Approx. Delivery Date ... Contingent upon Conditions and Weather Conditions". See a redacted copy of a contract used by Defendants dated August 28, 2019 which is attached hereto and incorporated herein as Exhibit "C". The contract attached hereto as Exhibit "C" indicates an "Approx. Delivery Date" of "24 to 28 weeks".

16. The contract also stated, in part,

"There is no agreement regarding this order other than contained herein and the undersigned intend to be legally bound by this agreement. "

See Exhibit "C".

17. The Defendants required a down payment or deposit upon or within a short amount of time of contracting with consumers for cemetery markers or monuments. Payment or a deposit was also requested by Defendants for lettering, engraving or cleaning when contracting with consumers.

18. For example, a consumer living in Bluffton, South Carolina filed a complaint with the Pennsylvania Office of Attorney General, Bureau of Consumer Protection (herein referred to as "Bureau") stating that she dealt with both Defendant Stefan, Sr. and Defendant Stefan, Jr. She had a few preliminary discussions with Defendant Stefan Jr., and then entered an arrangement

with Defendant 1843 in November of 2016 to provide a memorial stone for her husband's grave site at St. John Neumann Cemetery in Chalfont, PA. The consumer provided a deposit of \$4,000.00 to Defendant 1843 for a memorial stone and agreed to a cost of \$7,942.00 when the memorial was delivered. The consumer initially met with Defendant Stefan, Jr., chose a design and communicated her wishes for some changes by February of 2017. Over the next two (2) plus years there was a combination of unresponsiveness to the consumer's inquiries from Defendant Stefan, Jr. and the representatives of Defendant. Consumer then sent a certified letter to Defendants on February 8, 2019 and Defendant Stefan, Sr. called consumer in response, verbally agreeing to consumer's demand that the stone be delivered by a certain date, which date Defendants missed. Yet, still, more than two (2) years after placing the initial order with Defendants for the head stone, the consumer sent a certified letter requesting a full refund of her deposit on March 29, 2019. She stated that she gave up hope on ever getting the memorial completed and engaged a separate company to provide the memorial which thereafter completed the memorial in less than 6 months after being engaged.

19. Another example includes a consumer from Havertown, Pennsylvania who filed a complaint with the Bureau stating that he purchased a stone on March 19, 2019 from Defendants. After calling numerous times and trying to go to two of Defendants' places of business, the consumer finally received a call back from Defendant Stefan, Sr. on October 3, 2019, more than six (6) months after placing his order. The consumer was told by Defendant Stefan, Sr. that Defendants were delayed in getting the stone. After additional attempts to contact the Defendants failed. The consumer filed a police report.

20. The Defendants in most instances represented to consumers that lettering,

inscriptions, markers or monuments that consumers had purchased would be completed and installed within a certain specified time frame. However, in certain instances, Defendants were significantly late in providing or delivering the services or the markers or memorials, and in some instances, have still not delivered contracted for services or the markers or memorials as of the time this Complaint is being filed.

21. In certain instances, when consumers inquired about the delay, the Defendants either did not respond on a timely basis or provided misleading or confusing information, explanations and/or excuses.

22. Despite the fact that Defendants failed to perform the work contracted for with consumers in a timely manner or as promised, or provide the lettering, inscriptions, markers or monuments in a timely manner or as promised, the Defendants, in certain instances, failed to provide refunds when requested to do so by the consumer.

23. In certain instances, Defendants failed to comply with or follow through on representations made to consumers regarding completion or delivery dates and refunds with regards to the goods and services contracted to be performed or delivered.

24. In certain instances, upon information and belief, Defendants or their representatives implied or expressed to a consumer that Defendants were affiliated, connected or associated with a cemetery or funeral home when Defendants were not so affiliated, connected or associated.

25. For instance, a consumer living in Doylestown, Pennsylvania filed a complaint with the Bureau stating that upon the death of her husband, her son received a call from Defendant Gregory Stefan, Jr. who stated that Doylestown Cemetery told him to call and that he

does all the memorial stones for Doylestown Cemetery. Defendants set up an immediate appointment, and the consumer's son signed a contract and gave Defendant Stefan, Jr. a check for \$4,400.00 as a deposit for the memorial stone. When the consumer's son contacted Doylestown Cemetery, the representative from Doylestown Cemetery said they never heard of Gregory Stefan, Jr. or his company, and they certainly did not tell him to call the consumers. The consumer then called Defendants to cancel the contract. Defendants told them they would have to send a letter to cancel. The consumer sent a letter of cancellation to all addresses of the company by certified mail on September 24, 2019, requesting a refund of the deposit. Defendants did return the deposit to the consumer.

26. A further example includes a consumer from Phillipsburg, New Jersey who filed a complaint with the Bureau stating that her husband passed away on January 22, 2020. Sometime within the two weeks following her husband's death, she began receiving voice messages on their home phone from "Jerry" who the consumer believes was Defendant Gerard Stefan. "Jerry" stated that his company always worked with Saints Philip and James church/cemetery and knew them well. "Jerry" also stated that he contacted the consumer because the church let him know about her loss. Later, two church employees advised the consumer that they had never heard of Defendants. Based on this information and still very emotional following her husband's death, the consumer set up a meeting at her home with "Jerry" who advised that at least a 50% down payment was required, and when she asked if she could pay with a credit card, "Jerry" said no that they only take cash or check. He then asked the consumer to write check for \$3,256.20 which was more than 50% of the total price of \$5,427.00. On February 20, 2020, the Defendants sent a bill and letter stating full payment was needed. The consumer advised Defendants on

March 4, 2020 that she did not want the stone based on the misrepresentations made to her by Defendants and the negative online reviews, and that she wanted a refund of her deposit. The consumer also advised Defendant Gerard Stefan that she did not want the stone and wanted a refund due to the misrepresentations.

27. In some instances, Defendants failed to provide timely refunds to consumers who were entitled to refunds.

28. At various times relevant hereto, the unlawful acts and practices complained of herein are and were carried out pursuant to the direction and control Defendants, Stefan, Sr., Stefan, Jr. and/or Gerard Stefan, and said Defendants directly participated in such unlawful acts and practices.

29. To date, the Bureau has received in excess of one hundred (100) consumer complaints against Defendants' business practices. Additional examples of such complaints include, but are not limited to, the following:

(a). On or around September/October 2019, a consumer from Elkins Park, Pennsylvania ordered a memorial from Defendants on June 11, 2018 and paid Defendants \$3,112.00. Defendants represented that the memorial would be delivered by late Summer or Fall of 2018. As of September/October 2019 the memorial had not yet been delivered. Upon information and belief, the memorial has still not been delivered as of the time of the filing of this Complaint.

(b). A Glenolden, Pennsylvania consumer paid Defendants \$1,387.00 on August 14, 2017 to have stone engraved, lifted and cleaned. As of February, 2020, the work had not been performed by the Defendants. Upon information and belief, the

engraving has still not been performed as of the time of the filing of this Complaint.

(c). On January 28, 2018, a Plymouth Meeting, Pennsylvania consumer contracted with Defendants for memorial repair and engraving from Defendants and paid Defendants \$2,424.00. Defendants represented that the work was to be done in the Spring or Summer of 2018. The consumer followed up with Defendants and was told that Defendants were working on it. Consumer tried to cancel with Defendants in August or September of 2019. As of February, 2020, the work was still not performed. Upon information and belief, work has still not been performed and a refund has not been paid to the consumer as of the time of the filing of this Complaint.

(d). A Kirkwood, Pennsylvania consumer purchased a headstone from Defendants and paid Defendants \$5,669.00 on May 13, 2020. The headstone was to be delivered by September, 2020, but as of February, 2021 the headstone had not been delivered. Defendants were not responsive to the consumer's inquiries. Upon information and belief, the memorial has still not been delivered as of the filing of this Complaint.

(e). A consumer from West Chester, Pennsylvania, received calls from Defendant Stefan, Jr. between March and May, 2018 and met with him in her home on May 30, 2018 regarding a headstone for her mother. The consumer's father paid a \$2,000 deposit at the meeting. Defendants' invoice indicated an approximate delivery date of Fall, 2018. It was the consumer's understanding from the discussion with Defendant Stefan, Jr. that he represented Union Hill Cemetery and Kuzo & Grieco Funeral Home in Kennett Square, PA. The consumer repeatedly made calls to

Defendants to determine the status of delivery beginning September 20, 2018.

Explanation for the uncompleted job was consistently blamed on ground and weather conditions, rain delays, and inability to dig and pour base. The consumer called Kuzo & Grieco Funeral Home and was told that the funeral home did not recommend Defendants and has not done so for over a year. In September, 2019, consumer contacted another company for a headstone and sent a certified letter to Defendants requesting cancellation of the order and repayment of the \$2000 deposit.

30. Citizens of the Commonwealth of Pennsylvania are suffering and will continue to suffer irreparable harm unless the acts and practices complained of are enjoined.

31. The Commonwealth has reason to believe that Defendants have used, are using, or are about to use methods, acts or practices declared unlawful by Section 201-3 of the Consumer Protection Law.

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

33. The Commonwealth believes that the public interest is served by seeking a permanent injunction from this Honorable Court to restrain the methods, acts and practices of the Defendants. The Commonwealth believes that the public is suffering and will continue to suffer harm unless the acts and practices complained of herein are permanently enjoined.

COUNT I
VIOLATIONS OF THE CONSUMER PROTECTION LAW

DEFENDANTS 1843, STEFAN, SR., STEFAN, JR. and GERARD STEFAN

**FAILED TO PROVIDE AND DELIVER GOODS
OR SERVICES AS PROMISED TO CONSUMERS**

34. The averments and allegations of the preceding paragraphs are incorporated as though the same were fully set forth herein.

35. The Defendants required a down payment or deposit upon or within a short time after contracting with consumers for cemetery markers or monuments. Payment or deposit was also requested by Defendants for lettering, engraving or cleaning when contracting with consumers.

36. In most instances, the Defendants told consumers that lettering, inscriptions, markers or monuments that consumers had purchased would be completed and installed within a certain specified time frame. However, in certain instances, Defendants were significantly late in providing or delivering the services or the markers or memorials, or in certain instances, upon information and belief, to date have completely failed to provide certain cemetery services or products ordered.

37. In certain instances, when consumers inquired about the delay, the Defendants provided misleading or confusing information, explanations and/or excuses.

38. In certain instances, Defendants failed to comply with or follow through on representations made to consumers regarding completion or delivery dates with regards to the goods and services contracted to be performed and delivered.

39. In some instances, Defendants failed to provide timely refunds to consumers who were entitled to refunds.

40. The aforesaid methods, acts or practices constitute unfair methods of competition and unfair 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 of said Law, including, but not limited to, the following:

(a). Section 201-2(4)(ii), which prohibits “causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services;”

(b). Section 201-2(4)(v), which prohibits “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;”

(c). Section 201-2(4)(ix), which prohibits “advertising goods or services with intent not to sell them as advertised;” and

(d). Section 201-2(4)(xxi), which prohibits “engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.”

41. The Commonwealth alleges that all of the practices described above were performed willfully by Defendants. Accordingly, and pursuant to Section 201-8 of the Consumer Protection Law, the Commonwealth seeks the imposition of civil penalties of One Thousand and 00/100 Dollars (\$1,000.00) for each violation of the Consumer Protection Law, including enhanced civil penalties of Three Thousand and 00/100 Dollars (\$3,000.00) for each violation involving consumer victims age sixty (60) or older, in addition to other relief sought, as appropriate.

42. The Commonwealth believes that the public interest is served by seeking before this Court a permanent injunction to restrain the methods, acts and practices described herein, as

well as seeking restitution for consumers and civil penalties for violations of the law. The Commonwealth believes that citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices complained of herein are permanently enjoined.

WHEREFORE, the Commonwealth of Pennsylvania respectfully requests that this Honorable Court issue an Order:

A. Declaring Defendants' conduct to be in violation of the Consumer Protection Law;

B. Permanently enjoining Defendants and all other persons acting on their behalf, directly or indirectly, from violating the Consumer Protection Law and any amendments thereto, including, but not limited to:

1. Section 201-2(4)(ii), which prohibits "causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services;"

2. Section 201-2(4)(v), which prohibits "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;"

3. Section 201-2(4)(ix), which prohibits "advertising goods or services with intent not to sell them as advertised;" and

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

C. Prohibiting Defendants from otherwise violating the Consumer Protection Law

and any amendments thereto;

D. Permanently enjoining and prohibiting Defendants from engaging in trade and/or commerce within the Commonwealth of Pennsylvania or with consumers residing in the Commonwealth of Pennsylvania which involves in any way the advertising, marketing, selling and/or providing cemetery markers and memorials and related services to consumers, including, but not limited to monument and marker engraving and lettering, in any capacity, including, but not limited to, as an owner, principal, director, manager, or employee;

E. Directing Defendants to make full restitution pursuant to Section 201-4.1 of the Consumer Protection Law 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;

F. Directing Defendants to pay to the Commonwealth civil penalties of One Thousand and 00/100 Dollars (\$1,000.00) for each instance of a violation of the Consumer Protection Law, and Three Thousand and 00/100 Dollars (\$3,000.00) for each instance of a violation of the Consumer Protection Law involving consumers aged sixty (60) or older as victims;

G. Requiring Defendants to pay the Commonwealth's investigative and litigation costs in this matter; and

H. Granting such other general, equitable and/or further relief as the Court deems just and proper, including without limitation the appointment of a receiver pursuant to Section 201-9 of the Consumer Protection Law.

COUNT II – VIOLATIONS OF THE CONSUMER PROTECTION LAW

**DEFENDANTS 1843, STEFAN, SR., STEFAN, JR. and GERARD STEFAN
SOLICITED CONSUMERS USING METHODS WHICH CREATED A
LIKELIHOOD OF CONFUSION OR OF MISUNDERSTANDING**

43. The averments and allegations of the preceding paragraphs are incorporated as though the same were more fully set forth herein.

44. In certain instances, upon information and belief, Defendants or their representatives implied or expressed to consumers that Defendants were affiliated, connected or associated with a cemetery and/or funeral home when Defendants were not so affiliated, connected or associated.

45. A consumer complained to the Bureau that her son received a call from Defendant Stefan, Jr. who stated that Doylestown Cemetery told him to call and that he does all the memorial stones for Doylestown Cemetery. When the consumer's son contacted Doylestown Cemetery, Doylestown Cemetery told the consumer that they never heard of Defendants, and they certainly did not tell them to call the consumer.

46. In another instance, a consumer began receiving voice messages on their home phone from "Jerry" who the consumer believes was Defendant Gerard Stefan. "Jerry" stated that his company always worked with Saints Philip and James church/cemetery and knew them well. "Jerry" also stated that he contacted the consumer because the church let him know about her loss. Later, two church employees advised the consumer that they had never heard of Defendants.

47. In one instance, it was a consumer's understanding from a discussion with Defendant Stefan, Jr. that he represented Union Hill Cemetery and Kuzo & Grieco Funeral Home in Kennett Square, PA. The consumer called Kuzo & Grieco Funeral Home and was told

that the funeral home did not recommend Defendants and has not done so for over a year.

48. The aforesaid methods, acts or practices constitute unfair methods of competition and unfair 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 of said Law, including, but not limited to, the following:

(a). Section 201-2(4)(ii), which prohibits “causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services”;

(b). Section 201-2(4)(iii), which prohibits “causing likelihood of confusion or of misunderstanding as to the affiliation, connection, or association with, or certification by, another”;

(c). Section 201-2(4)(v), which prohibits “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”; and

(d). Section 201-2(4)(xxi), which prohibits “engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding”.

49. The Commonwealth alleges that all of the practices described above were performed willfully by Defendants. Accordingly, and pursuant to Section 201-8(b) of the Consumer Protection Law, the Commonwealth seeks the imposition of civil penalties of One Thousand and 00/100 Dollars (\$1,000.00) for each violation of the Consumer Protection Law, including enhanced civil penalties of Three Thousand and 00/100 Dollars (\$3,000.00) for each

violation involving consumer victims age sixty (60) or older, in addition to other relief sought, as appropriate.

50. The Commonwealth believes that the public interest is served by seeking before this Court a permanent injunction to restrain the methods, acts and practices described herein, as well as seeking restitution for consumers and civil penalties for violations of the law. The Commonwealth believes that citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices complained of herein are permanently enjoined.

WHEREFORE, the Commonwealth of Pennsylvania respectfully requests that this Honorable Court issue an Order:

A. Declaring Defendants' conduct to be in violation of the Consumer Protection Law;

B. Permanently enjoining Defendants and all other persons acting on their behalf, directly or indirectly, from violating the Consumer Protection Law and any amendments thereto, including, but not limited to:

1. Section 201-2(4)(ii), which prohibits "causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services;"

2. Section 201-2(4)(iii), which prohibits "causing likelihood of confusion or of misunderstanding as to the affiliation, connection, or association with, or certification by, another;"

3. Section 201-2(4)(v), which prohibits "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;” and

4. Section 201-2(4)(xxi), which prohibits “engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding;”

C. Prohibiting Defendants from otherwise violating the Consumer Protection Law and any amendments thereto;

D. Permanently enjoining and prohibiting Defendants from engaging in trade and/or commerce within the Commonwealth of Pennsylvania or with consumers residing in the Commonwealth of Pennsylvania which involves in any way the advertising, marketing, selling and/or providing cemetery markers and memorials and related services to consumers, including, but not limited to monument and marker engraving and lettering, in any capacity, including, but not limited to, as an owner, principal, director, manager, or employee;

E. Directing Defendants to make full restitution pursuant to Section 201-4.1 of the Consumer Protection Law 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;

F. Directing Defendants to pay to the Commonwealth civil penalties of One Thousand and 00/100 Dollars (\$1,000.00) for each instance of a violation of the Consumer Protection Law, and Three Thousand and 00/100 Dollars (\$3,000.00) for each instance of a violation of the Consumer Protection Law involving consumers aged sixty (60) or older as victims;

G. Requiring Defendants to pay the Commonwealth’s investigative and litigation

costs in this matter; and

H. Granting such other general, equitable and/or further relief as the Court deems just and proper, including without limitation the appointment of a receiver pursuant to Section 201-9 of the Consumer Protection Law.

Respectfully Submitted,

COMMONWEALTH OF PENNSYLVANIA
JOSH SHAPIRO
Attorney General

Date: 8-11-2021

By:



THOMAS J. BLESSINGTON
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VERIFICATION

I, Samantha Joyce hereby state that I am a Consumer Protection Agent with the Pennsylvania Office of Attorney General, and am authorized to make this verification on behalf of the Plaintiff in the within action. I hereby verify that the facts set forth in the foregoing Complaint 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.A. § 4904 relating to unsworn falsification to authorities.

Date: 8/09/2021



Samantha Joyce
Consumer Protection Agent

**IN THE COURT OF COMMON PLEAS OF DELAWARE COUNTY
CIVIL TRIAL DIVISION**

COMMONWEALTH OF PENNSYLVANIA :
Acting by Attorney General Josh Shapiro :

Plaintiff :

v. :

1843, LLC, d/b/a Limestone by Stefan :
101 W. Eagle Road, Suite 214 :
Havertown, Pennsylvania 19083 :

and :

GREGORY J. STEFAN, SR., individually and :
d/b/a Limestone by Stefan, :
101 W. Eagle Road, Suite 214 :
Havertown, Pennsylvania 19083 :

and :

GREGORY J. STEFAN, JR., individually, :
d/b/a Limestone by Stefan, :
101 W. Eagle Road, Suite 214 :
Havertown, Pennsylvania 19083 :

and :

GERARD STEFAN, individually :
d/b/a Limestone by Stefan, :
101 W. Eagle Road, Suite 214 :
Havertown, Pennsylvania 19083 :

Defendants :

No. _____

CIVIL ACTION –EQUITY

CERTIFICATE OF COMPLIANCE

I certify that this Consent Petition for Final Decree 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: 8-11-2021

By: 

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