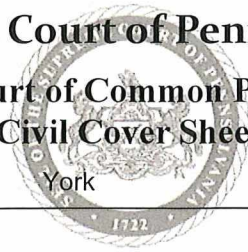


Supreme Court of Pennsylvania

Court of Common Pleas Civil Cover Sheet



York

County

York County Prothonotary Civil E-Filed - 20 Nov 2023 09:59:57 AM
Case Number: 2023-SU-003273

For Prothonotary Use Only:

Docket No:

TIME STAMP

The information collected on this form is used solely for court administration purposes. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

SECTION A

Commencement of Action:

- Complaint
- Writ of Summons
- Petition
- AVC*
- Transfer from Another Jurisdiction
- Declaration of Taking

Lead Plaintiff's Name:
Commw. of PA, by Attorney General Michelle A. Henry

Lead Defendant's Name:
Inch & Co. Property Management, LLC

Are money damages requested? Yes No

Dollar Amount Requested: within arbitration limits
 outside arbitration limits (check one)

Is this a Class Action Suit? Yes No

Is this an MDJ Appeal? Yes No

Name of Plaintiff/Appellant's Attorney: Paul D. Edger, Esquire

Check here if you have no attorney (are a Self-Represented [Pro Se] Litigant)

SECTION B

Nature of the Case: Place an "X" to the left of the **ONE** case category that most accurately describes your **PRIMARY CASE**. If you are making more than one type of claim, check the one that you consider most important.

TORT (do not include Mass Tort)

- Intentional
- Malicious Prosecution
- Motor Vehicle
- Nuisance
- Premises Liability
- Product Liability (does not include mass tort)
- Slander/Libel/ Defamation
- Other: _____

CONTRACT (do not include Judgments)

- Buyer Plaintiff
- Debt Collection: Credit Card
- Debt Collection: Other _____
- Employment Dispute: Discrimination
- Employment Dispute: Other _____
- Other: _____

CIVIL APPEALS

- Administrative Agencies
- Board of Assessment
- Board of Elections
- Dept. of Transportation
- Statutory Appeal: Other _____
- _____
- Zoning Board
- Other: _____

MASS TORT

- Asbestos
- Tobacco
- Toxic Tort - DES
- Toxic Tort - Implant
- Toxic Waste
- Other: _____

REAL PROPERTY

- Ejectment
- Eminent Domain/Condemnation
- Ground Rent
- Landlord/Tenant Dispute
- Mortgage Foreclosure: Residential
- Mortgage Foreclosure: Commercial
- Partition
- Quiet Title
- Other: _____

MISCELLANEOUS

- Common Law/Statutory Arbitration
- Declaratory Judgment
- Mandamus
- Non-Domestic Relations Restraining Order
- Quo Warranto
- Replevin
- Other: Assurance of Voluntary Compliance _____

PROFESSIONAL LIABILITY

- Dental
- Legal
- Medical
- Other Professional: _____

IN THE COURT OF COMMON PLEAS OF YORK COUNTY, PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA :	:	
BY ATTORNEY GENERAL :	:	
MICHELLE A. HENRY, :	:	Case No.
	:	
Petitioner, :	:	CIVIL ACTION - EQUITY
	:	
v. :	:	
	:	
INCH & COMPANY PROPERTY :	:	
MANAGEMENT, LLC :	:	
	:	
Respondent, :	:	

For Plaintiff: Paul D. Edger
Pennsylvania Office of Attorney General
Strawberry Square, 15th Floor
Harrisburg, Pennsylvania 17120
Telephone: (717) 857-2084
Facsimile: (717) 705-3795
Email: pedger@attorneygeneral.gov

For Defendant: Bradley J. Leber, Esquire
MPL Law Firm, LLP
96 South George Street, 4th Floor
York, Pennsylvania 17401
Telephone: (717) 845-3674
Facsimile: (717) 854-6999
Email: bleber@mpl-law.com

ASSURANCE OF VOLUNTARY COMPLIANCE

Submitted by the Commonwealth

Paul D. Edger
Supreme Court I.D. 312713
Senior Deputy Attorney General
Pennsylvania Office of Attorney General
Strawberry Square, 15th Floor
Harrisburg, Pennsylvania 17120
Telephone: (717) 857-2084
Facsimile: (717) 705-3795
Email: pedger@attorneygeneral.gov
Attorney for Commonwealth

IN THE COURT OF COMMON PLEAS OF YORK COUNTY, PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA :	:	
BY ATTORNEY GENERAL :	:	
MICHELLE A. HENRY, :	:	Case No.
	:	
Petitioner, :	:	CIVIL ACTION - EQUITY
	:	
v. :	:	
	:	
INCH AND COMPANY PROPERTY :	:	
MANAGEMENT, LLC :	:	
	:	
Respondent, :	:	

ASSURANCE OF VOLUNTARY COMPLIANCE

AND NOW, comes the Commonwealth of Pennsylvania, by Attorney General Michelle A. Henry (hereinafter “Commonwealth” or “Plaintiff”), which caused an investigation to be made into the business practices of Respondent Inch and Company Property Management, LLC (hereinafter “Respondent”) pursuant to the provisions of the Pennsylvania *Unfair Trade Practices and Consumer Protection Law*, 73 P.S. § 201-1 *et seq.* (hereinafter “*Consumer Protection Law*”) and avers the following:

PARTIES

WHEREAS, the Petitioner is the Commonwealth of Pennsylvania, Office of Attorney General, by Attorney General Michelle A. Henry, with an office located at Strawberry Square, 15th Floor, Harrisburg, Dauphin County, Pennsylvania 17120;

WHEREAS, Respondent Inch and Company Property Management, LLC is a Pennsylvania limited liability company with a registered address of 2950 Lewisberry Road, York, York County, Pennsylvania 17404;

BACKGROUND

WHEREAS, based upon its investigation, the Commonwealth believes Respondent has engaged in conduct which violates the *Consumer Protection Law* and the *Federal Consumer Review Fairness Act of 2016*, 15 U.S.C. §45b *et seq.* (hereinafter “*CRFA*”), as more fully set forth below;

WHEREAS, Respondent engages in trade and commerce within the Commonwealth of Pennsylvania, by providing property management services to consumers who are renting and/or leasing real property in the Commonwealth of Pennsylvania;

WHEREAS, the CRFA provides “[A] provision of a form contract is void from the inception of such contract if such provision

(A) prohibits or restricts the ability of an individual who is a party to the form contract to engage in a covered communication;

(B) imposes a penalty or fee against an individual who is a party to the form contract for engaging in a covered communication[.];

See 15 U.S.C. §45b(b)(1)

WHEREAS, the CRFA defines a “form contract” as “a contract with standardized terms used by a person in the course of selling or leasing the person’s goods or services; and imposed on an individual without a meaningful opportunity for such individual to negotiate the standardized terms”; *See* 15 U.S.C. §45b(a)(3)(A)

WHEREAS, Respondent utilizes a form contract in the form of a landlord/tenant leasing agreement in providing services to Respondent’s tenants, which the tenants did not have the ability to negotiate the standardized terms;

WHEREAS, beginning in or around 2021 and continuing today, Respondent utilizes a “non-disparagement clause” within their leasing agreement, which provides the following language:

NON-DISPARAGEMENT

Tenant recognizes that, as a material inducement for Landlord to lease the Leased Property to Tenant, Landlord is relying on Tenant’s affirmative covenant herein that Tenant shall not, during the Term of the Lease and for a period of two (2) years after expiration of the term, make or publish (in writing or verbally) any disparaging, negative or derogatory comments or statements about Landlord and/or Manager, including without limitation via any social networking website or application, or any other similar means. In the event Tenant breaches this clause, Landlord shall be entitled to damages in an amount equal to (2) months Rent (as actual damages are nearly impossible to provide) or actual damages if Landlord is able to prove the same. Truth shall not be a defense to this contractual term.

WHEREAS, Respondent’s inclusion of the non-disparagement clause, prohibiting Tenants from the ability to engage in covered communications and including a penalty of two (2) months rent for engaging in such communication is a violation of the CRFA;

WHEREAS, as a result of the aforesaid methods, acts and practices as set forth above, Respondent has engaged in “unfair methods of competition” and/or “unfair or deceptive acts or practices” which violated Section 201-3 of the *Consumer Protection Law*, as defined by Section 201-2(4)(ii), (v), and (xxi) as follows:

- a. Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services, 73 P.S. § 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 sponsorship, approval, status, affiliation or connection that he does not have, 73 P.S. § 201-2(4)(v); and
- c. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, 73 P.S. § 201-2(4)(xxi);

WHEREAS, Respondent agrees to cease and desist from violating the *Consumer Protection Law* and *CRFA* as set forth above, and desires to comply with the civil laws of the Commonwealth of Pennsylvania;

WHEREAS, this Assurance of Voluntary Compliance is accepted by the Commonwealth pursuant to Section 201-5 of the *Consumer Protection Law*, in lieu of commencing statutory proceedings provided under Section 201-4, 73 P.S. §§ 201-4 and 201-5; and

WHEREAS, under Section 201-5 of the *Consumer Protection Law*, this Assurance of Voluntary Compliance shall not be considered an admission of a violation for any purpose. 73 P.S. § 201-5.

SETTLEMENT TERMS

NOW THEREFORE, having conducted trade and commerce within the Commonwealth, Respondent Inch & Company Property Management, LLC agrees for themselves, their successors, assigns, officers, partners, agents, representatives, employees, franchisees, retail divisions or stores, subsidiaries, and all other persons acting on their behalf, jointly or individually, directly or indirectly, or through any corporate or business device, as follows:

I. The above recitals are incorporated herein as though fully set forth.

II. Injunctive and Affirmative Relief

A. Respondent shall comply with any and all provisions of *the Consumer Protection Law* and any amendments thereto; and is permanently enjoined from any violation thereof.

B. Respondent shall comply with any and all provisions of the *Consumer Review Fairness Act of 2016* and any amendments thereto; and is permanently enjoined from any violation thereof.

C. Respondent shall immediately cease utilizing a non-disparagement clause in any form contract which prohibits a tenant's covered communication and provides for a penalty for a violation of such. Nothing herein shall be construed to prohibit Respondent from utilizing a non-disparagement clause which prohibits a tenant from making communications that are libelous, harassing, abusive, obscene, vulgar, sexually explicit, or are inappropriate with respect to race, gender, sexuality, ethnicity, or other intrinsic characteristic, provided that such clause does not impose a penalty for a violation.

D. Respondent shall within seven (7) days of the filing date of this Assurance of Voluntary Compliance notify all tenants presently renting from a property managed and/or owned by Respondent of the inapplicability of the non-disparagement clause in its current form.

E. Respondent shall not, in the future, engage in conduct which violates the *Consumer Protection Law*, and any amendments thereto, specifically including, but not limited to:

1. Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services, 73 P.S. § 201-2(4)(ii);

2. 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, 73 P.S. § 201-2(4)(v); and
3. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, 73 P.S. § 201-2(4)(xxi).

III. Monetary Relief

A. Respondent shall pay to the Commonwealth a total payment of Eight Thousand 00/100 Dollars (\$8,000.00) (hereinafter “Required Payment”), which shall be allocated as follows:

1. **Civil Penalties** in the amount of Three Thousand and 00/100 Dollars (\$3,000.00) (hereinafter “Civil Penalties”) which shall be distributed to the Commonwealth of Pennsylvania, Department of Treasury as civil penalties; and
2. **Costs** in the amount of Five Thousand and 00/100 Dollars (\$5,000.00) (hereinafter “Costs”) which shall be distributed to the Commonwealth of Pennsylvania, Office of Attorney General, to reimburse the costs incurred in pursuing this action, and shall be deposited into an interest-bearing account from which both the principal and interest shall be expended for future public protection and educational purposes.

B. The Required Payment shall be made by certified check, cashier’s check or money order, made payable to the Commonwealth of Pennsylvania, Office of Attorney General and forwarded to Paul D. Edger, Senior Deputy Attorney General,

Commonwealth of Pennsylvania, Office of Attorney General, Bureau of Consumer Protection, Strawberry Square, 15th Floor, Harrisburg, Pennsylvania 17120.

IV. Miscellaneous Terms

A. The Court of Common Pleas of York County shall maintain jurisdiction over the subject matter of this Assurance of Voluntary Compliance and over Respondent for the purpose of enforcing its terms.

B. Nothing in this Assurance of Voluntary Compliance shall be construed to waive or limit any right of action by a consumer or a local, state, federal, or other governmental entity.

C. Time shall be of the essence with regards to Respondent's obligations hereunder.

D. Respondent agrees to execute and deliver all authorizations, documents and instruments which are necessary to carry out the terms and conditions of this Assurance of Voluntary Compliance, whether required prior to, contemporaneous with or subsequent to the Effective Date, as defined herein.

E. Respondent understands and agrees that if it has made any false statement in or related to this Assurance of Voluntary Compliance, that such statement is made pursuant to and under penalty of 18 Pa. C.S. § 4904 relating to unsworn falsifications to authorities.

F. This Assurance of Voluntary Compliance may be executed in any number of counterparts and by different signatories on separate counterparts, each of which shall constitute an original counterpart hereof and all of which together shall constitute one and the same document. One or more counterparts of this Assurance of Voluntary Compliance may be delivered by facsimile or electronic transmission with the intent that it shall constitute an original counterpart hereof.

G. This Assurance of Voluntary Compliance sets forth all of the promises, covenants, agreements, conditions and understandings between the parties, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, relating to the subject matter of this Assurance of Voluntary Compliance. There are no representations, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this Assurance of Voluntary Compliance that are not fully expressed herein or attached hereto. Each party specifically warrants that this Assurance of Voluntary Compliance is executed without reliance upon any statement or representation by any other party hereto, except as expressly stated herein.

H. Respondent agrees by the signing of this Assurance of Voluntary Compliance that Respondent shall abide by each of the aforementioned provisions and that the breach of any one of these terms shall be sufficient warrant for the Commonwealth of Pennsylvania to seek penalties provided for under Section 201-8(a) of the *Consumer Protection Law*, 73 P.S. § 201-8(a), and to seek any other equitable relief which the Court deems necessary or proper, up to and including forfeiture of the right to engage in trade or commerce within the Commonwealth of Pennsylvania.

I. Any failure of the Commonwealth to exercise any of its rights under this Assurance of Voluntary Compliance shall not constitute a waiver of its rights hereunder.

J. The “Effective Date” of this Assurance of Voluntary Compliance shall be the day it is filed with the Court.

K. If any clause, provision or section of this Assurance of Voluntary Compliance shall, for any reason, be held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any other clause, provision or section of this Assurance of Voluntary Compliance and this Assurance of Voluntary Compliance shall be construed and

enforced as if such illegal, invalid or unenforceable clause, section or other provision had not been contained herein.

L. Respondent shall not represent or imply that the Commonwealth acquiesces in, or approves of, Respondent's past or current business practices, efforts to improve its practices, or any future practices that Respondent may adopt or consider adopting.

Remainder of Page Left Intentionally Blank

Signatures to Follow

WHEREFORE, intending to be legally bound, the parties have hereto set their hands
and seals.


For the Petitioner:

COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

MICHELLE A. HENRY
ATTORNEY GENERAL

Date: 11/20/23

By:

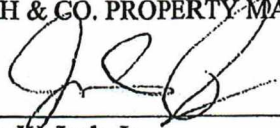


Paul D. Edger
Senior Deputy Attorney General
PA Attorney I.D. No. #312713
Office of Attorney General
Strawberry Square, 15th Floor
Harrisburg, Pennsylvania 17120
Telephone: (717) 857-2084
Facsimile: (717) 705-3795
Email: pedger@attorneygeneral.gov

For the Respondent:

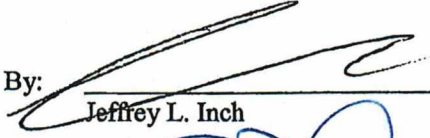
INCH & CO. PROPERTY MANAGEMENT, LLC

Date: 11/7/23

By: 

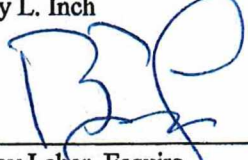
John. W. Inch, Jr.

Date: 11/7/23

By: 

Jeffrey L. Inch

Date: 11/7/23

By: 

Bradley Leber, Esquire
Attorney for Respondent

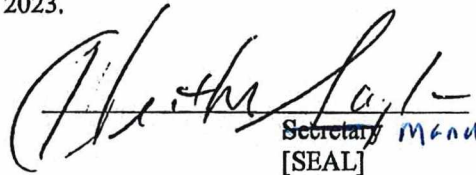
RESOLUTION

**RESOLUTION OF THE MEMBERS
OF INCH & CO. HOLDINGS, LLC**

The Members of INCH & CO. HOLDINGS, LLC met on the 7th day of November, 2023, and approved the following resolution.

RESOLVED, that John W. Inch, Jr. and Jeffrey L. Inch are hereby authorized and empowered on behalf of Inch & Co. Holdings, LLC to enter into an Assurance of Voluntary Compliance with the Commonwealth of Pennsylvania, Office of Attorney General concerning Inch & Co. Property Management, LLC., upon the terms and conditions contained in the proposed Assurance of Voluntary Compliance attached hereto and made a part hereto.

Filed with and attested to by the ^{Manager}~~Secretary~~ of the Limited Liability Company, this 7th day of November, 2023.


Secretary ^{Manager}
[SEAL]


IN THE COURT OF COMMON PLEAS OF YORK COUNTY, PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA :
BY ATTORNEY GENERAL :
MICHELLE A. HENRY, : Case No.
 :
Petitioner, : CIVIL ACTION - EQUITY
 :
v. :
 :
INCH & COMPANY PROPERTY :
MANAGEMENT, LLC :
 :
Respondent, :

CERTIFICATE OF COMPLIANCE

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

Date: 11/20/23

By: 
Paul D. Edger
Supreme Court I.D. 312713
Senior Deputy Attorney General
Pennsylvania Office of Attorney General
Strawberry Square, 15th Floor
Harrisburg, Pennsylvania 17120
Telephone: (717) 857-2084

IN THE COURT OF COMMON PLEAS OF YORK COUNTY, PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA :
BY ATTORNEY GENERAL :
MICHELLE A. HENRY, : **Case No.**
 :
 Petitioner, : **CIVIL ACTION - EQUITY**
 :
 v. :
 :
 INCH & COMPANY PROPERTY :
 MANAGEMENT, LLC :
 :
 Respondent, :


CERTIFICATE OF SERVICE

I, Paul D. Edger, Senior Deputy Attorney General with the Pennsylvania Office of Attorney General certify that I did serve a true and correct copy of the Assurance of Voluntary Compliance upon the following individuals in the manner and date as indicated below:

United States Postal Service, First Class Mail

Bradley Leber, Esquire
MPL Law Firm, LLP
96 South George Street, 4th Floor
York, Pennsylvania 17401

Date: 11/20/23

By: 
Paul D. Edger
Supreme Court I.D. 312713
Senior Deputy Attorney General
Pennsylvania Office of Attorney General
Strawberry Square, 15th Floor
Harrisburg, Pennsylvania 17120
Telephone: (717) 857-2084