IN THE COURT OF COMMON PLEAS FOR WARREN COUNTY, PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA, OFFICE OF ATTORNEY GENERAL, ACTING BY ATTORNEY GENERAL MICHELLE A. HENRY,

Petitioner,

٧.

MILLER PROPERTIES GROUP, LLC,

and

JASON MILLER, Individually, and as the sole member and manager of MILLER PROPERTIES GROUP, LLC,

Respondents.

CIVIL ACTION

Case No. Civ. Misc. #66-2024

ASSURANCE OF VOLUNTARY COMPLIANCE



Filed on Behalf of Petitioner:

COMMONWEALTH OF PENNSYLVANIA, OFFICE OF ATTORNEY GENERAL

Counsel of Record for this Party:

Jesse F. Harvey Chief Deputy Attorney General PA Id. No. 63435

Office of Attorney General Bureau of Consumer Protection 1251 Waterfront Place Mezzanine Level Pittsburgh, PA 15222 (412) 565-2883 jharvey@attorneygeneral.gov

IN THE COURT OF COMMON PLEAS FOR WARREN COUNTY, PENNSYLVANIA

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OFFICE OF ATTORNEY GENERAL,
ACTING BY ATTORNEY GENERAL
MICHELLE A. HENRY,

CIVIL ACTION

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Respondents.

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AND NOW, comes the Commonwealth of Pennsylvania, Office of Attorney General, by Attorney General Michelle A. Henry ("Commonwealth" or "Petitioner"), which has caused an investigation to be made into the business practices of Jason Miller ("Individual Respondent") and Miller Properties Group, LLC ("Corporate Respondent" and when referred to collectively with Individual Respondent, "Respondents") pursuant to the *Unfair Trade Practices and Consumer Protection Law*, 73 P.S. § 201-1, *et seq*. ("Consumer Protection Law"), and states the following:

WHEREAS, Petitioner is the Commonwealth of Pennsylvania, Office of Attorney General, with offices located at 1251 Waterfront Place, Mezzanine Level, Pittsburgh, Pennsylvania 15222; and 15th Floor, Strawberry Square, Harrisburg, Pennsylvania 17120;

WHEREAS, Corporate Respondent is a Pennsylvania Limited Liability Company, with a last known address of 4607 Library Road, Suite 202 Box 540, Bethel Park, Pennsylvania 15102;

WHEREAS, Individual Respondent is the sole member and manager of Corporate Respondent and an adult individual with a residential address of 153 Main Street, Tidioute, Pennsylvania 16351;

WHEREAS, at all times relevant and material hereto, Individual Respondent, with actual and constructive knowledge, authored, approved, endorsed, formulated, directed, controlled, and/or participated in the acts and practices set forth herein;

BACKGROUND

WHEREAS, Respondents have engaged in trade or commerce within Pennsylvania through the leasing of residential real estate, including but not limited to rental units located at 153 Main Street, Tidioute, Pennsylvania 16351;

WHEREAS, on two separate occasions, Respondents engaged in self-help eviction tactics by disconnecting water service to existing tenants residing in units located at 153 Main Street, Tidioute, Pennsylvania 16351, without first obtaining an order of possession from the local magisterial district court in accordance with the *Pennsylvania Landlord Tenant Act of 1951*, 68 P.S. §§ 501-514 ("Landlord Tenant Act") and Pennsylvania Rules of Civil Procedure Governing Actions and Proceedings before Magisterial District Judges related to Actions for Recovery of Possession of Real Property, Sections 501 through 582, Pa.R.Civ.P.M.D.J. §§ 501-582 ("Magisterial Rules for Recovery of Possession of Real Property");

WHEREAS, after the tenants filed consumer complaints with the Pennsylvania Office of Attorney General, Bureau of Consumer Protection ("Bureau"), Respondents subsequently initiated eviction actions in the relevant magisterial district;

WHEREAS, Respondents were "Creditors" as defined by the *Pennsylvania Fair Credit*Extension Uniformity Act, 73 P.S. 2270.1 et seq. ("FCEUA")¹;

WHEREAS, under Section 2270.4(b)(5) of FCEUA, with respect to debt collection activities of creditors in this Commonwealth, it shall constitute an unfair or deceptive debt collection act or practice under this act if a creditor violates any of the following provisions:

- (5) A creditor may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt. Without limiting the general application of the foregoing, the following conduct is a violation of this paragraph:
- (v) The threat to take any action that cannot legally be taken or that is not intended to be taken;

WHEREAS, under Section 2270.4(b)(6) of FCEUA, with respect to debt collection activities of creditors in this Commonwealth, it shall constitute an unfair or deceptive debt collection act or practice under FCEUA if a creditor violates any of the following provisions:

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(6) A creditor may not use unfair or unconscionable means to collect or attempt to collect any debt. Without limiting the general application of the foregoing, the following conduct is a violation of this paragraph:

¹ Under section 2270.3 of FCEUA, a "Creditor" is defined as "A person, including agents, servants or employees conducting business under the name of a creditor and within this Commonwealth, to whom a debt is owed or alleged to be owed." A "Debt" is defined as "An actual or alleged past due obligation, claim, demand, note or other similar liability of a consumer to pay money, arising out of a single account as a result of a purchase, lease or loan of goods, services or real or personal property for personal, family or household purposes or as a result of a loan of money or extension of credit which is obtained primarily for personal, family or household purposes.."

(vi) Taking or threatening to take any nonjudical action to effect dispossession or disablement of property if:

(C) the property is exempt by law from such dispossession or disablement;

WHEREAS, Section 2270.5(a) of FCEUA states that a violation of FCEUA is deemed a violation of the Consumer Protection Law, 73 P.S. § 2270.5(a);

WHEREAS, as a result of the above described conduct and the violations of FCEUA, the Respondents engaged in "unfair methods of competition" or "unfair or deceptive acts or practices" which violated Section 201-3 of the *Consumer Protection Law*, as defined by Section 201-2(4), including but not limited to, 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, pursuant to Section 201-5 of the Consumer Protection Law, this Assurance shall not be considered an admission by Respondents of any violation of the Consumer Protection Law for any purpose, 73 P.S. § 201-5; and

WHEREAS, this Assurance 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. *See* 73 P.S. §§ 201-4 and 201-5.

TERMS

NOW THEREFORE, having conducted trade and commerce within the

Commonwealth, Respondents agree for themselves, their successors, assigns, officers, partners,
agents, representatives, employees, and all other persons acting on their behalf, jointly or
individually, directly or indirectly, or through any corporate or business device, as follows:

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

III. Injunctive and Affirmative Relief

- A. Respondents shall comply with all provisions of the Consumer Protection Law and any amendments thereto; and is permanently enjoined from any violation thereof.
- B. Respondents shall comply with all provisions of FCEUA and any amendments thereto; and is permanently enjoined from any violation thereof.
- C. Respondents shall comply with all provisions of the Pennsylvania Landlord

 Tenant Act and any amendments thereto; and is permanently enjoined from any violation thereof.
- D. Respondents shall comply with the provisions of the Pennsylvania Rules of Civil Procedure Governing Actions and Proceedings before Magisterial District Judges related to Actions for Recovery of Possession of Real Property, Sections 501 through 582.

 Pa.R.Civ.P.M.D.J. §§ 501-582, and any amendments thereto; and is permanently enjoined from any violation thereof.

III. Monetary Relief

A. Required Payment – Upon Respondents signing this Assurance of Voluntary Compliance, Respondents are responsible for and shall pay to the Commonwealth a civil penalty in the amount of FIVE HUNDRED and 00/100 Dollars (\$500.00) which shall be distributed to the Commonwealth of Pennsylvania, Department of Treasury. 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 Chief Deputy Attorney General Jesse F. Harvey, Office of Attorney General, 1251 Waterfront Place, Mezzanine Level, Pittsburgh, Pennsylvania, 15222.

IV. Miscellaneous Terms

- A. The Court of Common Pleas of Warren County, Pennsylvania shall maintain jurisdiction over the subject matter of this Assurance and over Respondents for the purpose of enforcing this Assurance.
 - B. Time shall be of the essence with regards to Respondents' obligations hereunder.
- C. Nothing in this Assurance shall be construed to waive or limit any right of action by any individual, person or entity, or by any local, state, federal or other governmental entity.
- D. Individual Respondent Jason Miller hereby states that he is authorized to enter into and execute this Assurance on behalf of Corporate Respondent Miller Properties Group, LLC.
- E. Respondents further agree to execute and deliver all authorizations, documents and instruments which are necessary to carry out the terms and conditions of this Assurance, whether required prior to, contemporaneous with, or subsequent to the Effective Date.
- F. Any failure of the Commonwealth to exercise any of its rights under this Assurance shall not constitute a waiver of its rights hereunder.
- G. This Assurance 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 may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart hereof.
- H. This Assurance 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. There are no representations, arrangements, or understandings, oral or written, between the Parties relating to

the subject matter of this Assurance that are not fully expressed herein or attached hereto. Each party specifically warrants that this Assurance is executed without reliance upon any statement or representation by any other party hereto, except as expressly stated herein.

- I. Respondents understand and agrees that if any false statement in or related to this Assurance was made on their behalf, such statement is made pursuant to and under penalty of 18 Pa.C.S. § 4904 relating to unsworn falsifications to authorities.
- J. Respondents agree by the signing of this Assurance that it 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 petition the Court of Common Pleas of Allegheny County, or any court of competent jurisdiction, to seek the 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.
 - K. The "Effective Date" of this Assurance shall be the day it is filed with the Court.
- L. If any clause, provision or section of this Assurance 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 and the Assurance shall be construed and enforced as if such illegal, invalid or unenforceable clause, section or other provision had not been contained herein.
- M. Neither the Commonwealth nor Respondents shall be considered the drafter of this Assurance or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Assurance.

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

(SIGNATURES ON FOLLOWING PAGES)

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: 4/34/24

By:

Jesse F. Harvey

Chief Deputy Attorney General PA Attorney I.D. No. 63435 Bureau of Consumer Protection

1251 Waterfront Place, Mezzanine Level

Pittsburgh, PA, 15222 Telephone: 412-565-2883 Facsimile: 412-880-0196

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FOR THE CORPORATE RESPONDENT:

MILLER PROPERTIES GROUP, LLC

Date: 3-13-24

Jason Miller, sole member and manager of Miller Properties Group, LLC

FOR THE INDIVIDUAL RESPONDENT:

JASON MILLER, Individually

Date: 3-13-7-1

By: _______

Jason Miller, Individually

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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.

Respectfully Submitted,

COMMONWEALTH OF PENNSYLVANIA OFFICE OF ATTORNEY GENERAL

MICHELLE A. HENRY ATTORNEY GENERAL

Date:

By:

Jesse F. Harvey

Chief Deputy Attorney General

PA ID No. 63435

Office of Attorney General

1251 Waterfront Place

Mezzanine Level

Pittsburgh, PA 15222

Phone: (412) 565-2883

Fax: (412) 880-0196

jharvey@attorneygeneral.gov

Supreme Court of Pennsylvania

Court of Common Pleas Civil Cover Sheet

Warren County

For Prothonotary Use Only:	275	171, M	unted
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WHEREAS, Individual Respondent is the sole member and manager of Corporate Respondent and an adult individual with a residential address of 153 Main Street, Tidioute, Pennsylvania 16351;

WHEREAS, at all times relevant and material hereto, Individual Respondent, with actual and constructive knowledge, authored, approved, endorsed, formulated, directed, controlled, and/or participated in the acts and practices set forth herein;

BACKGROUND

WHEREAS, Respondents have engaged in trade or commerce within Pennsylvania through the leasing of residential real estate, including but not limited to rental units located at 153 Main Street, Tidioute, Pennsylvania 16351;

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WHEREAS, this Assurance 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. *See* 73 P.S. §§ 201-4 and 201-5.

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NOW THEREFORE, having conducted trade and commerce within the Commonwealth, Respondents agree for themselves, their successors, assigns, officers, partners, agents, representatives, employees, and all other persons acting on their behalf, jointly or individually, directly or indirectly, or through any corporate or business device, as follows:

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

III. Injunctive and Affirmative Relief

- A. Respondents shall comply with all provisions of the Consumer Protection Law and any amendments thereto; and is permanently enjoined from any violation thereof.
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IV. Miscellaneous Terms

- A. The Court of Common Pleas of Warren County, Pennsylvania shall maintain jurisdiction over the subject matter of this Assurance and over Respondents for the purpose of enforcing this Assurance.
 - B. Time shall be of the essence with regards to Respondents' obligations hereunder.
- C. Nothing in this Assurance shall be construed to waive or limit any right of action by any individual, person or entity, or by any local, state, federal or other governmental entity.
- D. Individual Respondent Jason Miller hereby states that he is authorized to enter into and execute this Assurance on behalf of Corporate Respondent Miller Properties Group, LLC.
- E. Respondents further agree to execute and deliver all authorizations, documents and instruments which are necessary to carry out the terms and conditions of this Assurance, whether required prior to, contemporaneous with, or subsequent to the Effective Date.
- F. Any failure of the Commonwealth to exercise any of its rights under this Assurance shall not constitute a waiver of its rights hereunder.
- G. This Assurance 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 may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart hereof.
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the subject matter of this Assurance that are not fully expressed herein or attached hereto. Each party specifically warrants that this Assurance is executed without reliance upon any statement or representation by any other party hereto, except as expressly stated herein.

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- J. Respondents agree by the signing of this Assurance that it 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 petition the Court of Common Pleas of Allegheny County, or any court of competent jurisdiction, to seek the 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.
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COMMONWEALTH OF PENNSYLVANIA OFFICE OF ATTORNEY GENERAL

MICHELLE A. HENRY ATTORNEY GENERAL

Date: 4/34/24

By:

Jesse F. Harvey

Chief Deputy Attorney General PA Attorney I.D. No. 63435 Bureau of Consumer Protection

1251 Waterfront Place, Mezzanine Level

Pittsburgh, PA, 15222 Telephone: 412-565-2883 Facsimile: 412-880-0196

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FOR THE CORPORATE RESPONDENT:

MILLER PROPERTIES GROUP, LLC

Date: 3-13-24

Jason Miller, sole member and manager of Miller Properties Group, LLC

FOR THE INDIVIDUAL RESPONDENT:

JASON MILLER, Individually

Date: 3-13-7-1

Jason Miller, Individually

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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.

Respectfully Submitted,

COMMONWEALTH OF PENNSYLVANIA OFFICE OF ATTORNEY GENERAL

MICHELLE A. HENRY ATTORNEY GENERAL

Date:

By:

Jesse F. Harvey

Chief Deputy Attorney General

PA ID No. 63435

Office of Attorney General

1251 Waterfront Place

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