

**IN THE COURT OF COMMON PLEAS OF
DELAWARE COUNTY, PENNSYLVANIA
CIVIL ACTION - EQUITY**

COMMONWEALTH OF PENNSYLVANIA
By Attorney General Michelle Henry,

Plaintiff,

v.

SIERRA MAHONEY,
Individually, and as owner of Doulas of the
Philadelphia Area, LLC, d/b/a Liberty Doulas;

**DOULAS OF THE PHILADELPHIA
AREA, LLC, D/B/A/ LIBERTY DOULAS,**
A Business Corporation;

JUSTIN MAHONEY,
Individually

Defendants.

CIVIL DIVISION

Docket No.

Type of Case: Equity

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 thirty (30) days after this complaint and notice are served, by entering a written appearance personally or by an 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 petitioner. You may lose money or other property rights important to you.

YOU SHOULD TAKE THIS NOTICE TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE(S) SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD 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.

**Lawyer's Reference Service
Front and Lemon Streets
Media, PA 19063
610-566-6625**

THIS IS NOT AN ARBITRATION CASE
This case has been brought by the Commonwealth
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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COMPLAINT

AND NOW, comes Plaintiff, the Commonwealth of Pennsylvania, acting by Attorney General Michelle Henry (hereinafter “Commonwealth”), and respectfully brings this action pursuant to the *Unfair Trade Practices and Consumer Protection Law*, 73 P.S. §§ 201-1 et seq.,

(hereinafter “*Consumer Protection Law*” or “*UTPCPL*”), to redress and restrain unfair or deceptive acts or practices declared unlawful by Section 201-3 of the Consumer Protection Law, to recover civil penalties and restitution, and to recover costs of this action.

The Consumer Protection Law authorizes the Attorney General to bring an action in the name of the Commonwealth of Pennsylvania, to restrain by temporary and permanent injunction, unfair or deceptive acts or practices in the conduct of any trade or commerce declared unlawful by Section 201-3 of the Consumer Protection Law. 73 P.S. § 201-3.

The Commonwealth has reason to believe that Defendant Sierra Mahoney, Defendant Doulas of the Philadelphia Area, LLC, d/b/a Liberty Doulas (hereinafter “Liberty Doulas”), and Defendant Justin Mahoney (collectively, hereinafter “Defendants”) are using, have used, and are about to use, methods, acts or practices declared unlawful by Section 201-3 of the Consumer Protection Law and that citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices complained of herein are enjoined. The Commonwealth believes that the public interest is served by seeking before this Honorable Court a permanent injunction to restrain the methods, acts, and practices of Defendants as herein set forth. Further, the Commonwealth requests injunctive relief, civil penalties, costs, and other appropriate equitable relief to redress for violations of the Consumer Protection Law.

In support of this action, the Commonwealth respectfully offers the following:

I. JURISDICTION

1. This Court has jurisdiction over this matter pursuant to 42 Pa.C.S.A. § 761.
2. This Court has jurisdiction over the parties because Plaintiff submits to the jurisdiction of the Court, and Defendants systematically and continually conducted business within the

Commonwealth of Pennsylvania by advertising, marketing, soliciting, and selling doula services directly and indirectly to Pennsylvania consumers.

II. VENUE

3. Venue in this jurisdiction is proper pursuant to Pa. R.C.P. 2179 because Defendant Sierra Mahoney's business Liberty Doulas is registered in Delaware County at 30 Norman Street, Aston, PA 19014, and the transactions or occurrences upon which this action is based occurred in Delaware County.

III. THE PARTIES

4. Plaintiff is the Commonwealth of Pennsylvania, Office of Attorney General, by Attorney General, Michelle Henry ("Commonwealth"), with offices located at Strawberry Square, 14th Floor, Harrisburg, PA 17120.
5. Defendant Sierra Mahoney is an adult individual who is the sole owner and an operator of Liberty Doulas.
6. Defendant Justin Mahoney is an adult individual who is involved in the administration of Liberty Doulas and is the husband of Defendant Sierra Mahoney.
7. Defendant Doulas of the Philadelphia Area, LLC, was registered by Defendant Sierra Mahoney with the Commonwealth of Pennsylvania in 2020 as a for-profit domestic limited liability company, and has a registered business address at 30 Norman Street, Aston, PA 19014.
8. Liberty Doulas was registered as a Fictitious Name with the Commonwealth of Pennsylvania in 2020. The Pennsylvania Department of State lists the Owner of Liberty Doulas as Defendant Doulas of the Philadelphia Area, LLC, and has a registered business address at 30 Norman Street, Aston, PA 19014.

IV. BACKGROUND

9. This case arises from repeated instances of Defendants' fraudulent, deceptive, and misleading conduct when engaging with consumers who seek doula services.
10. A doula is not a licensed medical professional in the state of Pennsylvania. Rather, doulas are trained individuals who provide physical, emotional, and informational support to pregnant and parenting individuals, before, during, and shortly after childbirth.¹
11. Consumer complaints filed with the Commonwealth reveal an ongoing pattern where Defendants contract with consumers and collect thousands of dollars in prepayment for postpartum doula services, but Defendants repeatedly fail to actually provide the services as contracted and fail to provide refunds when the services are not provided.
12. In numerous instances, Defendants Liberty Doulas and Sierra Mahoney entered into signed refund agreements with consumers and subsequently refused to deliver the guaranteed refunds.
13. Defendants also engaged in a pattern of failing to pay Liberty Doulas workers.
14. The Commonwealth has received over fifteen consumer complaints related to the conduct set forth in Paragraphs 9-13 above.
15. As the Commonwealth has a statutory duty to investigate consumer complaints and protect the consumers of the Commonwealth from unlawful, fraudulent, and deceptive behaviors, the Commonwealth brings this action to restrain the Defendants from engaging in future conduct that will harm Pennsylvania consumers.

¹ DONA International, *Benefits of a Doula*, DONA.ORG, <https://www.dona.org/what-is-a-doula-2/benefits-of-a-doula/> (last accessed Oct. 24, 2024).

V. STATEMENT OF FACTS

16. Upon information and belief, Defendants are using, have used, or are about to use methods, acts, or practices declared unlawful by Section 201-3 of the Consumer Protection Law including, but not limited to, the following:

- a. Failing to comply with the terms of written agreements by failing to provide the doula services that consumers had already paid for under the terms of the service contract;
- b. Failing to comply with the terms of written agreements by abruptly terminating services for consumers who were entitled to a set number of care hours under the terms of the service contract;
- c. Failing to refund consumers for services that were never rendered;
- d. Failing to comply with the terms of written agreements by issuing refund agreements to consumers but refusing to issue the proper refunds;
- e. Failing to comply with the terms of written agreements by cancelling scheduled services last-minute;
- f. Failing to comply with the terms of written agreements by sending unqualified individuals who were not certified doulas to consumers' homes;
- g. Failing to communicate with consumers for extended periods of time about scheduling services or issuing refunds;
- h. Instructing workers to lie to consumers and state that they were sick instead of informing consumers that Defendants had collected payment for more doula services than Defendants had staff to provide;

- i. Failing to pay workers for services provided to consumers under prepaid service contracts;
 - j. Continuing to advertise, contract with, and collect payment from consumers for doula services with no intention to provide the services as advertised by entering into contracts with new consumers after Defendants stated to others that the business was dissolving.
17. To date, the Commonwealth has received over fifteen consumer complaints regarding Defendants' business practices.
18. Of the complaints received by the Commonwealth to date, the total amount Defendants Sierra Mahoney and Liberty Doulas owe consumers in refunds for services not rendered is over \$55,000.
19. Of the complaints received by the Commonwealth to date, the total amount Defendants Sierra Mahoney and Liberty Doulas owe employees in unpaid wages is over \$12,000.
20. The Commonwealth believes and therefore avers that there may be additional consumers who have not submitted complaints to the Office of Attorney General, but who have also been harmed due to the methods, acts, and practices of Defendants, which include, but are not limited to, those as alleged herein.

A. Defendants' Business Practices

21. At all relevant times, Defendants engaged in trade and commerce in the Commonwealth within the meaning of Pennsylvania's Consumer Protection Law.
22. At all relevant times, Defendant Sierra Mahoney was in complete control of Liberty Doulas, and authorized, approved, endorsed, supervised, formulated, directed, controlled,

benefitted from, and/or otherwise participated in the conduct resulting in the unlawful acts and practices alleged herein through the business entity Liberty Doulas.

23. At all relevant times, Defendant Sierra Mahoney advertised, offered for sale, marketed, and negotiated the sale of doula services as owner and operator of Liberty Doulas.
24. Defendants Sierra Mahoney and Liberty Doulas advertised doula services on their website, libertydoulas.com, which has since been removed.
25. Defendants Sierra Mahoney and Liberty Doulas also frequently advertised services on social media pages created for parents in the Philadelphia area.
26. Defendants collected payment in full from consumers before services were rendered.
27. Payments were generally made directly to Defendant Justin Mahoney's personal Venmo account.
28. Defendant Justin Mahoney distributed payments to Liberty Doula employees and contractors using his personal Venmo account.
29. Around July 2024, Defendant Sierra Mahoney began to indicate to consumers that Defendants would not be able to fulfill existing contracts for doula services and would be dissolving the Liberty Doulas business as a result of a pending bankruptcy.
30. In July, 2024, Sierra Mahoney detailed her and Defendant Justin Mahoney's intent to "have a new agency name and LLC under my husband's name so it's not counted towards my bankruptcy." Exhibit A.
31. Around the time of July and August 2024, Defendants Sierra Mahoney and Liberty Doulas began removing their online business presence and website.
32. Around the time of July and August 2024, Defendant Sierra Mahoney informed consumers that she would be filing for bankruptcy and moving to Florida.

33. Despite the numerous indications made by Defendant Sierra Mahoney and Defendant Justin Mahoney that the Liberty Doulas business was failing and that the Defendants had no intent to continue fulfilling contracts for services, Defendants collected payments for at least four new service contracts during this time.

B. Representations Made to Consumers About the Availability of Doula Services

34. Defendants Sierra Mahoney and Liberty Doulas' website advertised doula services for sale to consumers and made representations about the provision of those doula services, including that the services would be "reliable." Exhibit B.²

35. Defendants Sierra Mahoney and Liberty Doulas' contracts for services outlined the services to be provided by the doulas, such as infant care, infant feeding support, and postpartum recovery support, as well as included the start date of doula services and the total number of hours of doula care that consumers would receive.

36. Defendants Sierra Mahoney and Liberty Doulas' standard packages for doula services ranged from \$5,500 to \$9,800, based on the hours of services.

37. Defendants Sierra Mahoney and Liberty Doulas offered a 10% discount if consumers paid in full before services were rendered.

38. Defendant Sierra Mahoney would frequently schedule video calls with consumers to further discuss the provision of doula services, during which Defendant Sierra Mahoney made representations to consumers about the doulas that would be providing care to

² Defendants' website was previously removed by Defendants. The attached exhibit was obtained using wayback.archive.org, which contains a digital archive of internet sites. The attached exhibit contains textual statements as they previously appeared on Defendants' public website.

consumers' families and what consumers could expect if they became clients of Defendants.

39. During and after these calls, Defendant Sierra Mahoney frequently made representations to consumers about the urgency of signing a contract and providing full payment for services, and indicated to consumers that multiple families were interested in the same spots on Defendants' schedules.
40. Defendants Sierra Mahoney and Liberty Doulas would also arrange interviews between doulas and consumers, and reasoned that the interviews were so consumers could feel comfortable with the doula that would be spending time in the consumers' homes and caring for the consumer's newborn children.
41. Some consumers initially began to receive doula care from Defendants Sierra Mahoney and Liberty Doulas, only to experience a pattern of poor communication, frequent cancellations, and unreliable doula care.
42. On multiple occasions, Defendants Sierra Mahoney and Liberty Doulas notified consumers that a doula would not be coming as scheduled, less than one hour before the doula was scheduled to arrive.
43. On at least one occasion, Defendant Sierra Mahoney instructed workers to lie to consumers and state that they were sick and unable to provide their scheduled services, rather than inform clients that Defendant Sierra Mahoney had accepted prepayment from more families than Defendants Sierra Mahoney and Liberty Doulas had workers to accommodate.
44. Upon information and belief, Defendants Sierra Mahoney and Liberty Doulas' staffing issues were caused in part by Defendants' inability to pay workers.

45. At least three consumers known to the Commonwealth entered into contracts for services with Defendants Sierra Mahoney and Liberty Doulas in July 2024, at or around the same time period that Defendant Sierra Mahoney began to indicate to existing clients and employees that she could no longer fulfill the existing contracts for services and intended to dissolve the Liberty Doulas business.
46. In all three instances described above, Defendant Justin Mahoney accepted the payments from consumers using his personal Venmo account.
47. On at least one occasion, Defendant Sierra Mahoney contracted with a consumer for a package of postpartum services in September 2024, after informing another consumer that her husband, Defendant Justin Mahoney, had recently accepted a new job and that the family would be moving to Florida in September.
48. In that instance, Defendant Justin Mahoney accepted the consumer's payment of \$4,675 to his personal Venmo account. Exhibit C
49. Upon information and belief, Defendants used the misrepresentations contained in Defendants' advertising, website, and contracts to solicit new clients and collect payments with no intention of providing the services.
50. Around the time of September 2024, Defendant Sierra Mahoney began to advertise the sale of doula services to Pennsylvania consumers using alternative names on social media websites.
51. At the time of filing, Defendant Sierra Mahoney is now advertised as providing doula services in Florida for the company MotheRetreat. Exhibit D.
52. As of October 25, 2024, Sierra Mahoney's doula certification has been revoked. Exhibit E.

C. Representations Made to Consumers About the Quality of Doula Services

53. Defendants Sierra Mahoney and Liberty Doulas advertised to provide doulas with specific certifications, knowledge, and skillsets to consumers.
54. On Liberty Doulas' website, Defendants Liberty Doula and Sierra Mahoney advertised that Defendants "offer [consumers] the credibility to trust our globally certified doulas" and that "All Liberty Doulas undergo an intensive vetting process which includes comprehensive interviews, background checks, and verification of certification." Exhibit B.
55. In the contract for services provided to consumers, Defendants Sierra Mahoney and Liberty Doulas state that replacement doulas will be an "equally qualified professional back-up doula." Exhibit F.
56. On numerous occasions, however, Defendants Sierra Mahoney and Liberty Doulas sent individuals, who were not certified doulas, to consumers' homes, without informing the consumers that the individuals were not certified doulas.
57. On one occasion, a consumer was expressly told by an individual that the individual was not a certified doula, after the individual had already begun caring for the consumer's newborn child.
58. When this consumer expressed concern and dissatisfaction to Defendant Sierra Mahoney that the care was not being provided by a certified doula, as per the existing contractual agreement, Defendant Sierra Mahoney recommended that the consumer no longer receive doula services from Defendant Liberty Doulas.

59. In multiple other instances, consumers were unable to independently verify the credentials of the alleged “certified doulas” being sent to their homes by Defendants Sierra Mahoney and Liberty Doulas.
60. In January 2024, during a worker’s first shift with a family, an alleged doula was recorded on a home surveillance system sleeping for over three hours with the consumers’ newborn child placed next to her on the edge of a couch.
61. The consumers immediately reported this incident to Defendants Sierra Mahoney and Liberty Doulas.
62. The consumers were unable to independently verify the credentials of this alleged doula.
63. As of August 2024, Liberty Doulas still employed this individual, even after Defendants Sierra Mahoney and Liberty Doulas were made aware of the incident in which this individual risked the safety of a consumer’s newborn child.

D. Representations Made to Consumers About the Availability of Refunds for Services not Provided

64. As a result of the pattern of poor experiences spreading by word of mouth through the local and online parenting community, and the removal of the online business presence of both Defendant Sierra Mahoney and Defendant Liberty Doulas, many consumers who were under contract with Defendants, but who had not yet had their children and had not yet received services from Defendants, began contacting Defendant Sierra Mahoney and expressing concern about the future fulfillment of their contracts for services.
65. In some instances, Defendant Sierra Mahoney directly reached out to consumers and informed them that they were being “dropped” from Liberty Doula’s service list, without any prior notice or reasoning.

66. Some consumers were offered partial or full refunds, depending on if services had actually begun.
67. Defendant Sierra Mahoney provided multiple consumers with refund agreements, which outlined that consumers would be refunded a certain monetary amount, based on their original contract, within either 60 days or 60 business days. Exhibits G and H.
68. Between May and September 2024, Defendants Sierra Mahoney and Liberty Doulas entered into various written refund agreements with consumers.
69. When contacted by a Pennsylvania Office of Attorney General Consumer Protection Agent about the refunds owed to consumers, Defendant Sierra Mahoney insisted that the impacted consumers were not entitled to refunds.
70. To the best of the Commonwealth's knowledge, Defendants have not provided any refunds to consumers.

E. Representations Made to Workers About Defendants' Intention to Compensate for Services Provided on Defendants' Behalf

71. Defendants Sierra Mahoney and Liberty Doulas employed over a dozen individuals, some of whom were certified doulas, to fulfil the provision of doula care outlined in Defendants' service contracts.
72. Defendants repeatedly failed to pay their workers on time, despite receiving payment from consumers before services were rendered.
73. Defendants did not utilize a payroll system and paid workers at irregular intervals using multiple platforms, including, but not limited to, Venmo, PayPal, and CashApp.
74. Defendants also paid staff in cash on occasions.

75. At times, workers were paid directly from individuals other than Defendant Sierra Mahoney, including Defendant Justin Mahoney, and Defendant Sierra Mahoney's mother.
76. Numerous workers ceased working for Defendants Sierra Mahoney and Liberty Doulas after Defendants consistently failed to pay workers for the services they provided.
77. Defendants Sierra Mahoney and Liberty Doulas have failed to respond to workers' calls and texts about unpaid wages.
78. At the time of filing, Defendants owe at least \$12,000 in unpaid wages to former workers, who are certified doulas, known by the Commonwealth.

VI. LEGAL FRAMEWORK

A. Unfair Trade Practices and Consumer Protection Law

79. The Pennsylvania Unfair Trade Practices and Consumer Protection Law protects consumers by prohibiting "unfair or deceptive acts or practices in the conduct of any trade or commerce..." 73 P.S. §201-3(a).
80. The "unfair or deceptive acts or practices" prohibited by the Consumer Protection Law include, but are not limited to, the following:
 - a. Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services;³
 - b. Causing likelihood of confusion or misunderstanding as to affiliation, connection or association with, or certification by, another;⁴

³ 73 P.S. § 201-2(4)(ii).

⁴ 73 P.S. § 201-2(4)(iii).

- c. Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation or connection that he does not have;⁵
- d. Advertising goods or services with intent not to sell them as advertised;⁶
- e. 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;⁷
- f. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.⁸

81. As relevant to the current situation, the UTPCPL defines “trade” or “commerce” as “the advertising, offering for sale, sale, or distribution of any services...” 73 P.S. § 201-2(3).

82. Whenever the Attorney General believes that any person is using a method, act, or practice declared unlawful by the UTPCPL, the Attorney General may bring an action in the name of the Commonwealth to restrain by temporary or permanent injunction the use of that method, act, or practice. 73 P.S. § 201-4.

83. Whenever a court issues a permanent injunction to restrain and prevent violations of the UTPCPL, the court may direct the defendants to restore to any person in interest the money or property which was acquired by any violation of the UTPCPL. 73 P.S. § 201-4.1.

⁵ 73 P.S. § 201-2(4)(v).

⁶ 73 P.S. § 201-2(4)(ix).

⁷ 73 P.S. § 201-2(4)(xiv).

⁸ 73 P.S. § 201-2(4)(xxi).

84. The UTPCPL empowers the court to impose a civil penalty on any person, firm or corporation that violated the Act of up to \$1,000 for each violation, and up to \$3,000 for each violation where the victim is sixty (60) years of age or older. 73 P.S. § 201-8(b).

B. Aiding and Abetting Fraud

85. The Supreme Court of Pennsylvania recognizes a common law cause of action for aiding and abetting fraud. *Marion v. Bryn Mawr Trust Company*, 288 A.3d 76 (2023).

86. Liability for aiding and abetting fraud requires (1) actual knowledge of the underlying wrongdoing and (2) substantial assistance provided to the primary actor. *Id.* at 87.

87. Actual knowledge can be proven through inference from circumstantial evidence. *Id.* at 91.

88. Further, actual knowledge does not require the aider and abettor to understand the full legal significance or all details of the wrongdoing; rather, it is sufficient if the defendant was aware of the facts that made the primary conduct wrongful. *Id.*

VII. CLAIMS FOR RELIEF

COUNT I

**Violations of the Unfair Trade Practices and Consumer Protection Law,
73 P.S. §§ 201-1 *et seq.***

Defendants' ongoing fraudulent, misleading, and deceptive misrepresentations made to consumers regarding their intention to provide doula services

89. The Commonwealth incorporates by reference the allegations included in the preceding paragraphs as if fully set forth herein.

90. Defendants Sierra Mahoney and Liberty Doulas engaged in fraudulent, misleading, or deceptive behavior by using the representations made about Defendants' provision of doula services on Defendants' website, in Defendants' contract for services, and verbally by Defendant Sierra Mahoney to induce consumers to contract with Defendants for doula

care and pay thousands of dollars in advance of services being rendered, and not delivering the services as outlined in the contract.

91. Defendants Sierra Mahoney and Liberty Doulas willfully made representations to Pennsylvania consumers that they would provide the full extent of doula services outlined in the contracts; however, Defendants repeatedly did not, as a matter of practice, provide the services as guaranteed in the contracts.
92. Defendants engaged in fraudulent, misleading, or deceptive behavior by, on at least three occasions known to the Commonwealth, collecting payment for a new doula services contract during the same time period during which Defendant Sierra Mahoney began indicating that she could no longer fulfill the existing contracts for services.
93. Defendants engaged in fraudulent, misleading, or deceptive behavior by, on at least one occasions known to the Commonwealth, collecting payment for a new doula services contract after Defendant Sierra Mahoney informed another consumer that her husband, Defendant Justin Mahoney, had recently accepted a new job and that the family would be moving to Florida.
94. Defendant Sierra Mahoney engaged in fraudulent, misleading, or deceptive behavior by recently advertising the sale of doula services to Pennsylvania consumers using alternative names after she had informed other consumers that she could no longer fulfill her obligations to consumers under the Liberty Doula name.
95. Upon information and belief, the Commonwealth avers that Defendants used the misrepresentations outlined above to solicit new consumers and collect payments with no intention of providing the services as outlined in the service contracts.

96. These misleading, unfair, or deceptive acts and omissions by Defendants violate the following provisions of the Consumer Protection Law:
- a. 73 P.S. § 201-2(4)(ix), which prohibits advertising goods or services with intent not to sell them as advertised;
 - b. 73 P.S. § 201-2(4)(xiv), which prohibits 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;
 - c. 73 P.S. § 201-2(4)(xxi), which prohibits engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

COUNT II

**Violations of the Unfair Trade Practices and Consumer Protection Law,
73 P.S. §§ 201-1 *et seq.*
Defendant Sierra Mahoney and Defendant Liberty Doulas' ongoing misleading and
deceptive misrepresentations made to consumers regarding the quality of doula services
provided**

97. The Commonwealth incorporates by reference the allegations included in the preceding paragraphs as if fully set forth herein.
98. Defendant Sierra Mahoney and Defendant Liberty Doulas engaged in fraudulent, misleading, or deceptive behavior by using the representations made about the quality of doula services on Defendants' website and in Defendants' contract for services, to induce consumers to contract with Defendants for doula care and pay thousands of dollars in advance of services being rendered, and not delivering the quality of services as outlined in the contract.
99. Defendant Sierra Mahoney and Defendant Liberty Doulas engaged in fraudulent, misleading, or deceptive behavior by knowingly sending individuals who were not

certified doulas to consumers' homes, after using the promise of certified doulas to induce consumers into doing business with Defendants.

100. Further, Defendant Sierra Mahoney and Defendant Liberty Doulas engaged in fraudulent, misleading, or deceptive behavior by willfully failing to inform consumers that, the individuals caring for consumers' newborn children did not have the qualifications previously represented in advertisements and service contracts.
101. Defendant Sierra Mahoney and Defendant Liberty Doulas also engaged in fraudulent, misleading, or deceptive behavior by willfully and knowingly continuing to send an individual, who had previously placed a consumers' newborn child at risk of serious injury or death, to consumers' homes.
102. These misleading, unfair, or deceptive acts and omissions by Defendant Sierra Mahoney and Defendant Liberty Doulas violate the following provisions of the Consumer Protection Law:
 - a. 73 P.S. § 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. 73 P.S. § 201-2(4)(iii), which prohibits causing likelihood of confusion or misunderstanding as to affiliation, connection or association with, or certification by, another;
 - c. 73 P.S. § 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;

- d. 73 P.S. § 201-2(4)(ix), which prohibits advertising goods or services with intent not to sell them as advertised;
- e. 73 P.S. § 201-2(4)(xiv), which prohibits 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;
- f. 73 P.S. § 201-2(4)(xxi), which prohibits engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

COUNT III

Violations of the Unfair Trade Practices and Consumer Protection Law, 73 P.S. §§ 201-1 *et seq.*

Defendant Sierra Mahoney and Defendant Liberty Doulas' ongoing misleading and deceptive misrepresentations made to consumers regarding the availability of refunds for services not provided

- 103. The Commonwealth incorporates by reference the allegations included in the preceding paragraphs as if fully set forth herein.
- 104. Defendant Sierra Mahoney and Defendant Liberty Doulas engaged in fraudulent, misleading, or deceptive behavior by failing to provide refunds to consumers as outlined in the signed refund agreements between Defendants and consumers.
- 105. Defendant Sierra Mahoney and Defendant Liberty Doulas further engaged in fraudulent, misleading, or deceptive behavior by misstating to consumers that they were no longer entitled refunds because Defendant Sierra Mahoney intended to file bankruptcy and leave the Commonwealth of Pennsylvania.
- 106. These misleading, unfair, or deceptive acts and omissions by Defendants violate the following provisions of the Consumer Protection Law:

- a. 73 P.S. § 201-2(4)(xiv), which prohibits 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;
- b. 73 P.S. § 201-2(4)(xxi), which prohibits engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

COUNT IV

**Violations of the Unfair Trade Practices and Consumer Protection Law,
73 P.S. §§ 201-1 *et seq.*
Defendants' ongoing misleading and deceptive misrepresentations made to workers
regarding Defendants' intent to compensate workers for services provided on
Defendants' behalf**

- 107. The Commonwealth incorporates by reference the allegations included in the preceding paragraphs as if fully set forth herein.
- 108. Defendants engaged in fraudulent, misleading, or deceptive behavior by repeatedly failing to pay staff on time, despite receiving payment in full from consumers before services were rendered.
- 109. These staff members are consumers of the Commonwealth and agreed to work for Defendants Sierra Mahoney and Liberty Doulas under the genuine belief that they would be compensated for their work.
- 110. These misleading, unfair, or deceptive acts and omissions by Defendants violate the following provisions of the Consumer Protection Law:
 - a. 73 P.S. § 201-2(4)(xxi), which prohibits engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

COUNT V

Aiding and Abetting Fraud

Defendant Justin Mahoney's aiding and abetting as to the fraudulent acts and practices committed by Defendant Sierra Mahoney and Defendant Liberty Doulas

111. The Commonwealth incorporates by reference the allegations included in the preceding paragraphs as if fully set forth herein.
112. Defendant Jason Mahoney aided and abetted Defendants Sierra Mahoney and Liberty Doula's fraudulent behavior by accepting payments using his personal Venmo account for contracts that Defendants Liberty Doulas and Sierra Mahoney had no intention to fulfill.
113. Defendant Jason Mahoney further aided and abetted in the fraudulent conduct of Defendants Sierra Mahoney and Defendant Liberty Doula by paying employees using his personal Venmo account for less than what was owed to employees, and failing to pay employees the compensation due for their work.
114. As Defendant Sierra Mahoney's husband, Defendant Justin Mahoney was aware that the Mahoney family was planning an imminent move to Florida during the same time that he was accepting large sums of payments from consumers for future doula services.
115. During this time, from July through September 2024, Defendant Justin Mahoney was undeniably aware of the worsening financial situation of the Liberty Doulas business, as evidenced by the July text message where Defendant Sierra Mahoney outlines Defendant Justin Mahoney's plan to start a new doula business in his name that would be protected by the intended bankruptcy.
116. However, despite knowing that the Liberty Doulas business was failing and that the Mahoney family intended to imminently leave the Commonwealth of Pennsylvania,

Defendant Justin Mahoney continued to collect large payments from unsuspecting consumers through his personal Venmo account.

117. Based on the above conduct, Defendant Justin Mahoney is liable for aiding and abetting the fraudulent behavior of Defendant Sierra Mahoney and Defendant Liberty Doulas.

PRAYER FOR RELIEF

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

- a. Declaring the conduct of Defendants as set forth in this Complaint, to be in violation of the Consumer Protection Law;
- b. Permanently enjoining Defendants from engaging in any further advertisement, sale, or provision of doula services within the Commonwealth of Pennsylvania;
- c. Directing Defendants, pursuant to Section 201-8(b) of the Consumer Protection Law, to pay civil penalties in the amount of one thousand dollars (\$1,000.00) for each and every violation of the Consumer Protection Law, the number of violations to be proven at trial, and three thousand dollars (\$3,000.00) for each such violation involving a victim aged sixty (60) or over.
- d. Directing Defendants, pursuant to Section 201-4.1 of the Consumer Protection Law, to pay restitution to all consumers who have suffered losses as a result of Defendants' unlawful conduct;
- e. Awarding the Commonwealth the cost of investigation, attorney's fees, filing fees, and costs of this action;
- f. Granting any other such relief as this Honorable Court deems necessary and appropriate.

Respectfully submitted,

COMMONWEALTH OF PENNSYLVANIA
MICHELLE A. HENRY
ATTORNEY GENERAL

Date: November 14, 2024

By: Molly Pohlhaus
Molly K. Pohlhaus
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VERIFICATION

I, Kathryn Knepp, being duly sworn according to law, hereby state that I am a Paralegal with the Pennsylvania Office of Attorney General, Health Care Section, Harrisburg Office, and that I am authorized to make this verification on behalf of the Plaintiff, the Commonwealth of Pennsylvania, and that the facts in the foregoing *Complaint* are true and correct to the best of my knowledge, information, and belief.

Date: November 14, 2024

By: *Kathryn Knepp*
Kathryn Knepp
Paralegal

**IN THE COURT OF COMMON PLEAS OF
DELAWARE COUNTY, PENNSYLVANIA
CIVIL ACTION - EQUITY**

COMMONWEALTH OF PENNSYLVANIA
By Attorney General Michelle Henry,

Plaintiff,

v.

SIERRA MAHONEY,
Individually, and as owner of Doulas of the
Philadelphia Area, LLC, d/b/a Liberty Doulas;

**DOULAS OF THE PHILADELPHIA
AREA, LLC, D/B/A/ LIBERTY DOULAS,**
A Business Corporation;

JUSTIN MAHONEY,
Individually

Defendants.

CIVIL DIVISION

Docket No.

Type of Case: Equity

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.

Date: November 14, 2024

By: *Molly Pohlhaus*
Molly K. Pohlhaus
Deputy Attorney General
PA Attorney No. 332428
Pennsylvania Office of Attorney General
14th Floor, Strawberry Square
Harrisburg, PA 17120

**IN THE COURT OF COMMON PLEAS OF
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COMMONWEALTH OF PENNSYLVANIA

By Attorney General Michelle Henry,

Plaintiff,

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SIERRA MAHONEY,

Individually, and as owner of Doulas of the Philadelphia Area, LLC, d/b/a Liberty Doulas;

DOULAS OF THE PHILADELPHIA AREA, LLC, D/B/A/ LIBERTY DOULAS,
A Business Corporation;

JUSTIN MAHONEY,
Individually

Defendants.

CIVIL DIVISION

Docket No.

Type of Case: Equity

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the Defendants' Acceptance of Service was served via email and first class mail, postage prepaid on the date noted below to the following respondents:

Sierra Mahoney
Doulas of the Philadelphia Area, LLC
d/b/a Liberty Doulas
432 Garden Lane
Aston, PA 19014
libertydoulas@gmail.com

Date: November 14, 2024

By: *Molly Pohlhaus*
Molly K. Pohlhaus
Deputy Attorney General
PA Attorney No. 332428
Pennsylvania Office of Attorney General
14th Floor, Strawberry Square
Harrisburg, PA 17120