

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

**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
And

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

Defendants.

CIVIL DIVISION

Docket No.

Type of Case: Equity

Counsel of Record for Plaintiff:

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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 and Defendant Doulas of the Philadelphia Area, LLC, d/b/a Liberty Doulas (hereinafter “*Liberty Doulas*”) 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 Defendants' business 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 operator of Liberty Doulas.
6. 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.
7. 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

8. This case arises from repeated instances of Defendants' fraudulent, deceptive, and misleading conduct when engaging with consumers who seek doula services.

9. 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
10. 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.
11. In numerous instances, Defendants entered into signed refund agreements with consumers and subsequently refused to deliver the guaranteed refunds.
12. Defendants also engaged in a pattern of failing to pay their workers.
13. The Commonwealth has received over fourteen consumer complaints related to the conduct set forth in Paragraphs 8-12 above.
14. 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.

V. STATEMENT OF FACTS

15. 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:

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).

- 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 and contract with consumers for doula services with no intention to provide the services as advertised by entering into contracts

with new consumers around the same time that Defendants stated to others that the business was dissolving.

16. To date, the Commonwealth has received over fourteen consumer complaints regarding Defendants' business practices.
17. Of the complaints received by the Commonwealth to date, the total amount Defendants owe consumers in refunds for services not rendered is over \$45,000.
18. Of the complaints received by the Commonwealth to date, the total amount Defendants owe employees in unpaid wages is over \$12,000.
19. 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

20. At all relevant times, Defendants engaged in trade and commerce in the Commonwealth within the meaning of Pennsylvania's Consumer Protection Law.
21. 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.
22. 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.

23. Defendants advertised doula services on their website, libertydoulas.com, which has since been removed.
24. Defendants also frequently advertised services on social media pages created for parents in the Philadelphia area.
25. 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 Doula business.
26. Around the time of July and August 2024, Defendants began removing their online business presence and website.
27. Around the time of July and August 2024, Defendant Sierra Mahoney informed consumers that she would be filing for bankruptcy and moving to Florida.

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

28. Defendants' 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 A.²
29. Defendants' 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.

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.

30. Defendants' standard packages for doula services ranged from \$5,500 to \$9,800, based on the hours of services.
31. Defendants offered a 10% discount if consumers paid in full before services were rendered.
32. 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 consumers' families and what consumers could expect if they became clients of Defendants.
33. 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.
34. Defendants 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.
35. Some consumers initially began to receive doula care from Defendants, only to experience a pattern of poor communication, frequent cancellations, and unreliable doula care.
36. On multiple occasions, Defendants notified consumers that a doula would not be coming as scheduled, less than one hour before the doula was scheduled to arrive.

37. 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 had workers to accommodate.
38. Upon information and belief, Defendants' staffing issues were caused in part by Defendants' inability to pay workers.
39. At least three consumers known to the Commonwealth entered into contracts for services with Defendants 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.
40. 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.
41. 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.
42. At the time of filing, Defendant Sierra Mahoney is now advertised as providing doula services in Florida for the company MotheRetreat. Exhibit B.

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

43. Defendants advertised to provide doulas with specific certifications, knowledge, and skillsets to consumers.

44. On Defendants' website, Defendants 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 A.
45. In the contract for services provided to consumers, Defendants state that replacement doulas will be an "equally qualified professional back-up doula." Exhibit C.
46. On numerous occasions, however, Defendants sent individuals, who were not certified doulas, to consumers' homes, without informing the consumers that the individuals were not certified doulas.
47. 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.
48. 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 Defendants.
49. In multiple other instances, consumers were unable to independently verify the credentials of the alleged "certified doulas" being sent to their homes by Defendants.
50. 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.
51. The consumers immediately reported this incident to Defendants.

52. The consumers were unable to independently verify the credentials of this alleged doula.
53. As of August 2024, Defendants still employed this individual, even after Defendants 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

54. 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 Defendants' online business presence, 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.
55. 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.
56. Some consumers were offered partial or full refunds, depending on if services had actually begun.
57. 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 D and E.
58. Between May and September 2024, Defendant entered into various written refund agreements with consumers.

59. 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.
60. 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

61. Defendants employed over a dozen individuals, some of whom were certified doulas, to fulfil the provision of doula care outlined in Defendants' service contracts.
62. Defendants repeatedly failed to pay their workers on time, despite receiving payment from consumers before services were rendered.
63. 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.
64. Defendants also paid staff in cash on occasions.
65. At times, workers were paid directly from individuals other than Defendant Sierra Mahoney, including Defendant Sierra Mahoney's mother.
66. Numerous workers ceased working for Defendants after Defendants consistently failed to pay workers for the services they provided.
67. Defendants have failed to respond to workers' calls and texts about unpaid wages.
68. 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

69. 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).
70. 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
 - 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

³ 73 P.S. § 201-2(4)(ii).

⁴ 73 P.S. § 201-2(4)(iii).

⁵ 73 P.S. § 201-2(4)(v).

⁶ 73 P.S. § 201-2(4)(ix).

⁷ 73 P.S. § 201-2(4)(xiv).

- f. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.⁸
- 71. 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).
- 72. 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.
- 73. 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.
- 74. 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).

⁸ 73 P.S. § 201-2(4)(xxi).

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 misleading and deceptive misrepresentations made to consumers regarding their intention to provide doula services

75. The Commonwealth incorporates by reference the allegations included in the preceding paragraphs as if fully set forth herein.
76. Defendants 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.
77. Defendants 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.
78. 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.
79. 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 fulfil her obligations to consumers under the Liberty Doula name.

80. 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.

81. 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.***

**Defendants' ongoing misleading and deceptive misrepresentations made to consumers
regarding the quality of doula services provided**

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

83. Defendants 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.

84. Defendants 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.

85. Further, Defendants 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.

86. Defendants 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.

87. 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)(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.*

Defendants' ongoing misleading and deceptive misrepresentations made to consumers regarding the availability of refunds for services not provided

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

91. 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

92. The Commonwealth incorporates by reference the allegations included in the preceding paragraphs as if fully set forth herein.
93. 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.
94. These staff members are consumers of the Commonwealth and agreed to work for Defendants under the genuine belief that they would be compensated for their work.
95. 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.

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: October 25, 2024

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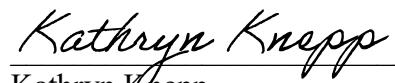
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VERIFICATION

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: October 25, 2024

By:



Kathryn Knepp
Paralegal

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DELAWARE COUNTY, PENNSYLVANIA
CIVIL ACTION - EQUITY

COMMONWEALTH OF PENNSYLVANIA

By Attorney General Michelle Henry,

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And

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

Defendants.

CIVIL DIVISION

Docket No.

Type of Case: Equity

CERTIFICATION

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: October 25, 2024

By: Molly Pohlhaus

Molly K. Pohlhaus

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