

IN THE COURT OF COMMON PLEAS  
CENTRE COUNTY, PENNSYLVANIA

COMMONWEALTH OF  
PENNSYLVANIA  
By Attorney General  
MICHELLE A. HENRY,

*Plaintiff,*

v.

RODNEY HENDRICKS d/b/a  
HENDRICKS INVESTMENTS,

*Defendant.*

CIVIL DIVISION

Docket No. 2021-2820

**CONSENT PETITION FOR FINAL DECREE**

AND NOW comes the Commonwealth of Pennsylvania, by the Office of Attorney General (“Commonwealth” and/or “Petitioner”), which filed a Complaint in the Court of Common Pleas of Centre County on November 22, 2021 (the “Action”), against Rodney Hendricks d/b/a Hendricks Investments (“Defendant” or “Hendricks”) pursuant to the Pennsylvania *Unfair Trade Practices and Consumer Protection Law*, 73 P.S. § 201-1, et seq. (“Consumer Protection Law”) and the Pennsylvania *Landlord/Tenant Act of 1951*, 68 P.S. § 250.101 et seq. (“Landlord/Tenant Act”). The parties hereby state the following:

## **BACKGROUND**

**WHEREAS**, Petitioner is the Commonwealth of Pennsylvania, acting by Attorney General Michelle A. Henry, with offices located at Strawberry Square, Fifteenth Floor, Harrisburg, Dauphin County, Pennsylvania 17120.

**WHEREAS**, Defendant, Rodney Hendricks is the owner/operator of Hendricks Investments with a principal place of business at 222 West Highland Alley, State College, Centre County, Pennsylvania 16804.

**WHEREAS**, based upon its investigation, the Commonwealth alleges that Defendant's conduct violated the Consumer Protection Law as stated in the Commonwealth's Complaint, the allegations of which are incorporated herein by reference.

**WHEREAS**, Defendant disputes any assertion that Defendant violated the Consumer Protection Law or the Landlord/Tenant Act as stated in the Commonwealth's Complaint, the allegations of which are incorporated herein by reference.

**WHEREAS**, Defendant affirms his commitment to complying with the civil laws of the Commonwealth and agrees by signing this Consent Petition to recognize and be bound by any and all obligations, liabilities, responsibilities and encumbrances as set forth in this Petition.

**WHEREAS**, this executed Consent Petition is not, and shall not be deemed

to be: (a) an admission of Defendant of liability for violating the Consumer Protection Law and/or Landlord/Tenant Act with respect to the allegations in the Complaint; or (b) an admission by Defendant that he has engaged in conduct prohibited by Pennsylvania law.

**WHEREAS**, the parties have agreed to settle the instant litigation and avoid the costs and uncertainties of a civil trial.

### **SETTLEMENT TERMS**

**NOW THEREFORE**, having conducted trade and commerce within the Commonwealth, Defendant agrees for himself, his successors, assigns, officers, agents, representatives, employees, and all other persons acting on his behalf, jointly or individually, directly or indirectly, or through any corporate or business device, as follows:

**I. The above recitals are incorporated herein.**

**II. Affirmative Relief**

1. Defendant shall comply with any and all provisions of the Consumer Protection Law and any amendments thereto.

2. Defendant shall comply with any and all provisions of the Landlord/Tenant Act and any amendments thereto.

3. Defendant will add a clear and conspicuous disclaimer to any and all advertisements which contain photographs of his properties which are provided to

prospective tenants. This disclaimer shall state that the actual condition of the property may not be accurately depicted in said photographs. Defendant shall continue to implement and enforce a written policy by which prospective tenants who complete an application for any of Defendant's properties are required to personally view the premises prior to the signing of a lease through one of the following means: physical walkthrough, video walkthrough, or walkthrough by a representative of the applicant's choosing.

4. Defendant shall comply with Section 250.501(e) of the Landlord/Tenant Act relating to a Notice to Quit. For any lease Defendant provides a Tenant which contains a waiver or lessens a Tenant's time as provided by the Landlord/Tenant Act, Defendant shall ensure that said waiver provision is in bold and conspicuous print.

5. Defendant shall provide a signed copy of the fully executed lease to all Tenants within seventy-two (72) hours after the Tenant(s) execute the lease. If the Tenant has executed a lease less than ten (10) days before the anticipated move-in, Defendant shall provide Tenant(s) with a signed copy of the lease within 24 hours after Tenant executes the lease agreement.

6. Defendant shall keep all security deposit monies in a separate interest bearing account.

7. Defendant shall comply with the procedures and requirements of Section 250.512 of the Landlord/Tenant Act concerning the return of security deposits and providing Tenants with a written list detailing actual damages for which Defendant claims the Tenant is liable.

8. Prior to the expiration of the lease-term, Defendant shall request a forwarding address from Tenant in writing (not by electronic communication). Defendant will use this forwarding address to send to Tenant the security deposit and/or list of actual damages, charges and costs. If Tenant fails to provide a forwarding address, Defendant shall use the last known mailing address for transmission of the security deposit letter. In the event that multiple Tenants are parties to the lease, Defendant shall request the forwarding address of one "Designated Tenant." This Designated Tenant shall be selected by the Tenants who are parties to the lease for the purpose of receiving the security deposit from Defendant after move-out. Defendant will send the security deposit and/or list of actual damages and charges to the Designated Tenant, if so provided in writing. Otherwise, Defendant, at Defendant's reasonable discretion, may select one Tenant who is a party to the lease and use the last known mailing address of that Tenant for transmission of the security deposit letter.

9. Should Defendant deduct any amount from Tenant's security deposit for actual damages alleged in Defendant's "Statement of Security Deposit," he shall

include with this statement an itemized written list of deductions which includes maintenance charges, cleaning charges, unpaid utilities, and any other detailed actual damages permitted under Section 250.512 of the Landlord/Tenant Act.

10. Defendant shall not deduct expenses relating to normal wear and tear from a Tenant's security deposit except for express lease requirements/covenants which Tenant knowingly assumes the obligation of repair, replacement or cleaning and has failed to comply, including, but limited to, leasehold cleaning, replacement of stove drip pans and steam cleaning of carpets.

11. Defendant shall not deduct expenses relating to actual damages from a Tenant's security deposit if said damage is identified by the Tenant on Defendant's "Move-In Maintenance/Cleaning Request," unless the damage identified on the Move-in Maintenance/Cleaning Request was caused by Tenant during the move-in, the identified damage was previously repaired by Defendant during Tenant's lease term and new damage was subsequently caused by tenant, or the "Move-In Maintenance/Cleaning Request" was not returned to Defendant within the timeframe provided by Defendant.

12. When entering leased premises for reasons other than Tenant-initiated maintenance requests and/or emergencies, Defendant shall give Tenant no less than 24-hour notice prior to entering the leased premises. Defendant shall effectuate the

above notice requirements via phone, email, written and/or text communication with a Designated Tenant.

### **III. Monetary Relief**

A. Defendant shall be liable for and shall pay to the Commonwealth of Pennsylvania, Office of Attorney General the sum of THIRTY THOUSAND and 00/100 DOLLARS (\$30,000.00) (“Required Payment”), with said payment sum to be distributed in the following manner:

1. **Restitution.** The amount of TWENTY THOUSAND AND 00/100 DOLLARS (\$20,000.00) shall constitute restitution pursuant to 73 P.S. § 201-4.1 of the Consumer Protection Law (hereinafter “Restitution”) to be distributed by the Commonwealth of Pennsylvania, Office of Attorney General for the benefit of consumers who have filed complaints with the Commonwealth and in which the Commonwealth believes, after review, are eligible. The amount, timing and manner of distribution of Restitution shall be within the sole discretion of the Commonwealth. Any monies not deposited by consumers by the void date of the restitution check issued by the Commonwealth shall convert to the Commonwealth as Costs. A written list of consumers and amount of restitution remitted to the consumer who negotiated the Restitution check and of the voided Restitution checks not deposited by consumers

will be provided by the Commonwealth to Defendant within sixty (60) days following negotiation of the check or the check void date.

2. **Costs.** The amount of TEN THOUSAND AND 00/100 DOLLARS (\$10,000.00) to reimburse the Commonwealth's costs and fees in pursuing this action.

B. Upon Defendant's execution of this Consent Petition, Defendant agrees to pay TEN THOUSAND AND 00/100 DOLLARS (\$10,000.00) toward the Required Payment by certified check, cashier's check, or money order, made payable to the "Commonwealth of Pennsylvania, Office of Attorney General," and forwarded to Deputy Attorney General Seth Miller, Office of Attorney General, Strawberry Square, 15th Floor, Harrisburg, Pennsylvania 17120. Within Thirty (30) days after the initial payment, Defendant shall remit an additional TEN THOUSAND AND 00/100 DOLLARS (\$10,000.00) toward the Required Payment. Defendant shall pay the third and final payment of TEN THOUSAND AND 00/100 DOLLARS (\$10,000.00) toward the Required Payment within sixty (60) days after the initial payment and execution of this Consent Petition.

#### **IV. Miscellaneous Terms**

A. The "Effective Date" of this Consent Petition shall mean the date of its approval by the Court.



B. Nothing in this Consent Petition shall be construed to limit the authority of the Commonwealth to protect the interests of the Commonwealth or the people of the Commonwealth of Pennsylvania.

C. Any failure of the Commonwealth to exercise any of its rights under this Consent Petition shall not constitute a waiver of its rights hereunder.

D. Defendant further agrees to execute and deliver all authorizations, documents and instruments which are necessary to carry out the terms and conditions of this Consent Petition.

E. Nothing contained in this Consent Petition shall be construed to waive or limit any right of action by any consumer, person or entity or by any local, state, federal or other governmental entity.

F. In consideration for the payments and other consideration herein provided, the Commonwealth, to the fullest extent possible that the Pennsylvania Attorney General is authorized under the law, hereby releases and discharges Rodney Hendricks d/b/a Hendricks' Investments and all of his successors, assigns, officers, agents, representatives, employees, and all other persons acting on his behalf, jointly or individually, directly or indirectly, or through any corporate or business device from all civil costs, claims, losses, damages, expenses, liabilities and/or causes of action, whether known or unknown, suspected or unsuspected, arising from the specific subject matter of this Action that the Pennsylvania Attorney

General could have asserted under the Consumer Protection Law, before or as of the *Effective Date of this Consent Petition* (“Released Claims”). Released Claims do not include claims pursuant to any other statute or regulation, including, without limitation, antitrust laws, securities laws, environmental laws, tax laws, and criminal statutes and codes. Released Claims do not include private rights of action. For the avoidance of any doubt, the Commonwealth agrees that consumer complaints filed for the instant case and/or utilized as a part of this Action cannot be used as a basis for any future action or enforcement by the Commonwealth, unless the matter complained by the consumer is unrelated to the claims raised by the Commonwealth in this Action.

G. In the event the Commonwealth has evidence to support a belief that Defendant has breached any of the terms contained in this Consent Petition or the previous Assurance of Voluntary Compliance docketed at 2016-3183, it shall seek redress under an action filed as a violation and/or contempt proceeding in connection with either of the above actions. The Commonwealth shall commence such action in lieu of filing a new and separate civil complaint, unless such breach by the Defendant is unrelated to the subject matter of the prior actions or the terms of this Petition. The Commonwealth will first address with Defendant any alleged breach in the manner described in subparagraph (H) below before commencing any legal action.

H. If the Commonwealth determines that Defendant has failed to comply with any of the terms of this Consent Petition, the Commonwealth shall notify the Defendant in writing of such failure, and Defendant shall have fifteen (15) days from receipt of such written notice to provide a good faith written response to the Commonwealth's determination. The response shall include an affidavit containing, at a minimum, either:

a. A statement explaining why Defendant believes it is in full compliance with the Consent Petition; or

b. A detailed explanation of how the alleged violation(s) occurred;  
and

(i) A statement that the alleged breach has been addressed, and how; or

(ii) A statement that the alleged breach cannot be reasonably addressed within fifteen (15) days from receipt of the notice, but (1) the Defendant has begun to take corrective action to cure the alleged breach; (2) the Defendant is pursuing such corrective action with reasonable due diligence; and (3) the Defendant has provided the Commonwealth with a detailed and reasonable time table for curing the alleged breach.

c. Nothing herein shall prevent the Commonwealth from agreeing in writing to provide a Defendant with additional time beyond the fifteen (15) day period to respond to the notice.

Further, upon request by Defendant, the Commonwealth agrees to meet and confer, at a time, location, and manner (preferably but not limited to teleconference) acceptable to both parties, regarding the nature of the alleged breach. However, the Commonwealth may take any action authorized by law without prior notice, where the Commonwealth reasonably concludes that, because of a specific practice, a threat to the health, safety or welfare of the public requires immediate action.

I. This Consent Petition 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 Petition may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart hereof.

J. Defendant understands and agrees that if Defendant has made any false statement in this Consent Petition that such statement is made pursuant to and under penalty of 18 Pa.C.S.A. § 4904 relating to unsworn falsifications to authorities.

K. This Consent Petition 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 Consent Petition. This includes, to the extent that the subject matter overlaps, the Assurance of Voluntary Compliance executed by both parties and filed with this Court on or about August 24, 2016, docketed in the Centre County Court of Common Pleas at 2016-3183. There are no representations, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this Petition that are not fully expressed herein or attached hereto. Each party specifically warrants that this Consent Petition is executed without reliance upon any statement or representation by any other party hereto, except as expressly stated herein.

L. Should any terms of the 2016 Assurance of Voluntary Compliance and this Consent Petition conflict in terms of enforceability and/or applicability, this Consent Petition shall supersede and control as to that term.

M. If any clause, provision or section of this Consent Petition shall, for any reason, be held illegal, invalid or unenforceable by any court of competent jurisdiction, such illegality, invalidity or unenforceability shall not affect any other clause, provision or section of this Consent Petition and the Consent Petition shall

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

N. Any and all notices, requests, consents, directives, or communications sent to Defendant or the Commonwealth pursuant to this Consent Petition shall be sent by a nationally recognized overnight courier service (no receipt signature shall be required) and by email (if the party has provided an e-mail address to the other parties as indicated herein below) to the following:

For the Commonwealth:

Pennsylvania Office of Attorney General  
Attention: Seth E. Miller  
Deputy Attorney General  
Strawberry Square, 15<sup>th</sup> Floor  
Harrisburg, PA 17120  
E-mail: semiller@attorneygeneral.gov

For Defendant:

Bradley S. Dornish, Esquire  
Dornish Law Offices, P.C.  
6000 Brooktree Rd., Suite 301  
Wexford, PA, 15090  
E-mail: bdornish@dornish.net

and

Lee A. Stivale, Esquire  
Stivale Law Offices, PLLC  
Mills of Victoria, Suite 103  
1489 Baltimore Pike  
Springfield, PA 19064  
E-mail: lstivale@stivalelaw.com

Any party may designate a different individual to receive the notices required to be sent by sending written notification to the other parties identifying that individual by name and/or title, mailing address and e-mail address.

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

P. Defendant agrees by the signing of this Consent Petition that he shall abide by each of the provisions, terms and conditions of this Consent Petition.

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

[Signatures on following pages.]


**FOR THE PLAINTIFF:**

COMMONWEALTH OF  
PENNSYLVANIA  
OFFICE OF ATTORNEY GENERAL

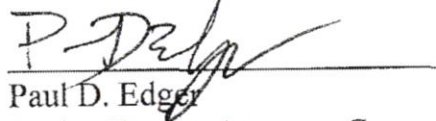
MICHELLE A. HENRY  
ATTORNEY GENERAL

Date: 1/16/25

By:



Seth E. Miller  
Deputy Attorney General  
Attorney I.D. Number 311775  
semiller@attorneygeneral.gov



Paul D. Edger  
Senior Deputy Attorney General in Charge  
Attorney I.D. #312713  
pedger@attorneygeneral.gov

Pennsylvania Office of Attorney General  
Strawberry Square, Fifteenth Floor  
Harrisburg, Pennsylvania 17120  
Telephone: (717) 346-5076  
Fax: (717) 705-3795

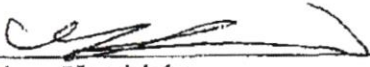
*Attorneys for the Commonwealth*




**FOR THE DEFENDANT:**

**RODNEY HENDRICKS D/B/A  
HENDRICKS INVESTMENTS**

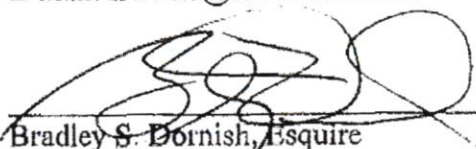
Date: 12/14/2024

  
Rodney Hendricks  
222 W. Highland Alley  
State College, PA 16804

Date: 12/18/17

  
Lee Stivale, Esquire  
Stivale Law Offices, PLLC  
Mills of Victoria, Suite 103  
1489 Baltimore Pike  
Springfield, PA 19064  
E-mail: [lstivale@stivalelaw.com](mailto:lstivale@stivalelaw.com)

Date: 12/18/2024

  
Bradley S. Dornish, Esquire  
Dornish Law Offices, P.C.  
6000 Brooktree Rd., Suite 301  
Wexford, PA, 15090  
E-mail: [bdornish@dornish.net](mailto:bdornish@dornish.net)

*Attorneys for Defendant*

**CERTIFICATE OF COMPLIANCE**

I, Seth E. Miller, 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.

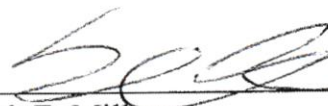
Respectfully submitted,

COMMONWEALTH OF PENNSYLVANIA  
OFFICE OF ATTORNEY GENERAL

MICHELLE A. HENRY  
ATTORNEY GENERAL

Date: 1/16/25

By: \_\_\_\_\_

  
Seth E. Miller  
Deputy Attorney General  
PA Attorney I.D. 311775

*Attorney for the Commonwealth*

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COMMONWEALTH OF  
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CIVIL DIVISION

Docket No. 2021-2820

**ORDER**

**AND NOW** this \_\_\_\_\_ day of \_\_\_\_\_, 2025, upon consideration of the attached Consent Petition agreed to by the parties, the Consent Petition is hereby entered as an **ORDER** and **FINAL DECREE** of this Honorable Court.

BY THE COURT:

\_\_\_\_\_  
Jonathan D. Grine, President Judge