

Supreme Court of Pennsylvania

Court of Common Pleas Civil Cover Sheet

YORK

County

For Prothonotary Use Only:

Docket No:

TIME STAMP

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

SECTION A

Commencement of Action:

- ☒ Complaint ☐ Writ of Summons ☐ Petition
☐ Transfer from Another Jurisdiction ☐ Declaration of Taking

Lead Plaintiff's Name:

Commonwealth of Pennsylvania

Lead Defendant's Name:

American Home Solutions Corporation

Are money damages requested? ☒ Yes ☐ No

Dollar Amount Requested: ☐ within arbitration limits
☒ outside arbitration limits

Is this a Class Action Suit? ☐ Yes ☒ No

Is this an MDJ Appeal? ☐ Yes ☒ No

Name of Plaintiff/Appellant's Attorney: Deputy Attorney General Mark W. Wolfe (PA327807)

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

SECTION B

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

TORT (do not include Mass Tort)

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

MASS TORT

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

PROFESSIONAL LIABILITY

- ☐ Dental
☐ Legal
☐ Medical
☐ Other Professional:

CONTRACT (do not include Judgments)

- ☐ Buyer Plaintiff
☐ Debt Collection: Credit Card
☐ Debt Collection: Other

☐ Employment Dispute:
Discrimination
☐ Employment Dispute: Other

☐ Other:

REAL PROPERTY

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

CIVIL APPEALS

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

☐ Zoning Board
☐ Other:

MISCELLANEOUS

- ☐ Common Law/Statutory Arbitration
☐ Declaratory Judgment
☐ Mandamus
☐ Non-Domestic Relations
Restraining Order
☐ Quo Warranto
☐ Replevin
☒ Other:
Complaint in Equity-
Consumer Protection

IN THE COURT OF COMMON PLEAS OF YORK COUNTY, PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA	:	
By ATTORNEY GENERAL	:	Case No.
DAVID W. SUNDAY, JR.	:	
	:	
Plaintiff,	:	CIVIL ACTION – EQUITY
	:	
vs.	:	
	:	
AMERICAN HOME SOLUTIONS	:	
CORPORATION	:	
	:	
and	:	
	:	
ELITE REMODELING, LLC	:	
	:	
and	:	
	:	
ERIC CHRISTOPHER WARD, individually, as	:	
OWNER of AMERICAN HOME	:	
SOLUTIONS CORPORATION and as	:	
OWNER of ELITE REMODELING, LLC	:	
	:	
Defendants.	:	

For Plaintiff: Mark W. Wolfe
Pennsylvania Office of Attorney General
Strawberry Square, 15th Floor
Harrisburg, Pennsylvania 17120
Telephone: (717) 772-3558
Facsimile: (717) 705-3795
Email: mwolfe@attorneygeneral.gov

For Defendants: American Home Solutions Corporation

4405 Walters Hatchery Road
Seven Valleys, PA 17360

Elite Remodeling, LLC
10866 York Road, Suite G
Cockeysville, MD 21030

Eric Christopher Ward
430 Cadbury Drive
Red Lion, PA 17356

COMPLAINT IN EQUITY
Submitted by the Commonwealth

IN THE COURT OF COMMON PLEAS OF YORK COUNTY, PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA	:	
By ATTORNEY GENERAL	:	Case No.
DAVID W. SUNDAY, JR.	:	
	:	
Plaintiff,	:	CIVIL ACTION - EQUITY
	:	
vs.	:	
	:	
AMERICAN HOME SOLUTIONS	:	
CORPORATION	:	
	:	
and	:	
	:	
ELITE REMODELING, LLC	:	
	:	
and	:	
	:	
ERIC CHRISTOPHER WARD, individually, as	:	
OWNER of AMERICAN HOME	:	
SOLUTIONS CORPORATION and as	:	
OWNER of ELITE REMODELING, LLC	:	
	:	
Defendants.	:	

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 twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by 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 by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

IF YOU CANNOT AFFORD TO HIRE 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 Referral Service of
The York County Bar Association
(Attorney Connections)
York County Bar Center
137 East Market Street
York, PA 17401
Telephone No. (717) 854-8755

**EN LA CORTE DE ALEGATOS COMÚN DEL CONDADO DE YORK,
PENNSYLVANIA
DIVISIÓN CIVIL**

Conforme a PA RCP Núm. 1018.1

USTED HA SIDO DEMANDADO EN LA CORTE. Si usted desea defender contra la demanda puestas en las siguientes páginas, usted tienen que tomar acción dentro veinte (20) días después que esta Demanda y Aviso es servido, con entrada por escrito una apariencia personalmente o por un abogado y archivando por escrito con la Corte sus defensas o objeciones a las demandas puestas en esta contra usted. Usted es advertido que si falla de hacerlo el caso puede proceder sin usted y un juzgamiento puede ser entrada contra usted por la Corte sin más aviso por cualquier dinero reclamado en la Demanda o por cualquier otra reclamo o alivio solicitado por Demandante. Usted puede perder dinero o propiedad o otros derechos importante para usted.

USTED DEBE LLEVAR ÉSTE PAPEL A SU ABOGADO ENSEGUIDA. SI USTED NO TIENE UN ABOGADO, VAYA O LLAMA POR TELÉFONO LA OFICINA FIJADA AQUÍ ABAJO. ESTA OFICINA PUEDE PROVEERÉ CON INFORMACIÓN DE CÓMO CONSEGUIR UN ABOGADO.

SI USTED NO PUEDE PAGARLE A UN ABOGADO, ÉSTA OFICINA PUEDE PROVEERÉ INFORMACIÓN ACERCA AGENCIAS QUE PUEDEN OFRECER SERVICIOS LEGAL A PERSONAS ELIGIBLE A UN HONORARIO REDUCIDO O GRATIS.

Servicio de Referido a Abogado
Colegio de Abogados del Condado de York
(Abogado Conecciones)

Calle Market #137 Este
York, PA 17401
Teléfono: (717) 854-8755

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

Mark W. Wolfe
Supreme Court I.D. 327807
Deputy Attorney General
Pennsylvania Office of Attorney General
Strawberry Square, 15th Floor
Harrisburg, Pennsylvania 17120
Telephone: (717) 772-3558
Attorney for Commonwealth

IN THE COURT OF COMMON PLEAS OF YORK COUNTY, PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA	:	
By ATTORNEY GENERAL	:	Case No.
DAVID W. SUNDAY, JR.	:	
	:	
Plaintiff,	:	CIVIL ACTION - EQUITY
	:	
vs.	:	
	:	
AMERICAN HOME SOLUTIONS	:	
CORPORATION	:	
	:	
and	:	
	:	
ELITE REMODELING, LLC	:	
	:	
and	:	
	:	
ERIC CHRISTOPHER WARD, individually, as	:	
OWNER of AMERICAN HOME	:	
SOLUTIONS CORPORATION and as	:	
OWNER of ELITE REMODELING, LLC	:	
	:	
Defendants.	:	

COMPLAINT

AND NOW comes the Commonwealth of Pennsylvania, Office of Attorney General, by Attorney General David W. Sunday (hereinafter “Commonwealth” and/or “Plaintiff”), which brings this action on behalf of the Commonwealth pursuant to the provisions of the *Unfair Trade Practices and Consumer Protection Law*, 73 P.S. §§ 201-1, *et seq.* (hereinafter “Consumer Protection Law”), to restrain by permanent injunction unfair methods of competition or unfair or deceptive acts or practices in the conduct of any trade or commerce, declared unlawful by the Consumer Protection Law.

The Commonwealth believes that the public interest is served by seeking a permanent injunction from this Honorable Court to restrain the methods, acts and practices of the Defendants. The Commonwealth believes that the citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices complained of herein are permanently enjoined.

The Commonwealth also seeks restitution pursuant to Section 201-4.1 of the Consumer Protection Law; namely, the disgorgement and forfeiture of all profits which Defendants have derived as a result of their unfair and deceptive acts and practices set forth in this Complaint. Additionally, the Commonwealth seeks appropriate civil penalties pursuant to Section 201-8(b) of the Consumer Protection Law for all willful violations of said Law, costs and other appropriate equitable relief as redress for violations of the Consumer Protection Law, as set forth herein.

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

JURISDICTION

1. This Court has original jurisdiction over this action pursuant to Section 931 of the Judicial Code, 42 Pa.C.S. § 931(a).

VENUE

2. Venue lies with this Court pursuant to Pa. R.C.P. 1006(a)(1), (2) and (3).

PARTIES

3. Plaintiff is the Commonwealth of Pennsylvania, Office of Attorney General, by Attorney General David W. Sunday, Jr., with offices located at Strawberry Square, 15th Floor, Harrisburg, Dauphin County, Pennsylvania 17120.

4. Defendant American Home Solutions Corporation (hereinafter “Defendant American Home Solutions” and/or, alongside Elite Remodeling, LLC, one of the “Business Entities,” and/or, collectively, one of the “Defendants”) is registered as a Pennsylvania domestic business corporation with the Pennsylvania Department of State, Bureau of Corporations and Charitable Organizations, Corporations Section (hereinafter “Corporations Bureau”), with a registered business address of 4405 Walters Hatchery Road, Seven Valleys, York County, Pennsylvania 17360.

5. Defendant American Home Solutions engaged in business in the Commonwealth under the unregistered fictitious name “Elite Remodeling.”

6. Defendant Elite Remodeling, LLC (hereinafter “Defendant Elite Remodeling” and/or, alongside American Home Solutions Corporation, one of the “Business Entities,” and/or,

collectively, one of the “Defendants”) is registered as a Maryland domestic limited liability company with a registered business address of 10866 York Road, Suite G, Cockeysville, Baltimore County, Maryland 21030.

7. Defendant Elite Remodeling is not registered as a foreign business entity with the Corporations Bureau.

8. Defendant Eric Christopher Ward (hereinafter “Defendant Ward” and/or, collectively, one of the “Defendants”) is an adult individual with a last known address at 430 Cadbury Drive, Red Lion, York County, Pennsylvania 17356.

9. Defendant Ward is the 100% owner of the Business Entities.

10. Defendant Ward is the only individual who held a formal title within the Business Entities, i.e., President.

BACKGROUND

11. At all times relevant and material hereto, Defendants engaged in trade and commerce within the Commonwealth of Pennsylvania, including York County, by advertising, marketing, offering, selling and performing home improvements, as that term is defined in Section 517.2 of the *Home Improvement Consumer Protection Act*, 73 P.S. §§ 517.7, *et seq.* (hereinafter “HICPA”), § 517.2, specifically including, but not limited to repair, replacement, remodeling, demolition, removal, renovation, installation and installation of windows, doors, roofs, siding, gutters, bathroom fixtures, kitchen fixtures, insulation, flooring and walls.

12. Defendants conducted business from a facility located at 10866 York Road, Suite G, Cockeysville, Baltimore County, Maryland 21030.

13. A true, accurate redacted copy of the contract used by the Defendants is attached hereto and incorporated herein as **Exhibit A**.

14. In contracting with Pennsylvania consumers, the Defendants utilized a “packet” bearing Defendant Ward’s signature, which includes a document signed by both the consumer and a representative of the Business Entities entitled “Service for Life.” True and accurate, redacted copies of the cover letter and “Service for Life” pages of the packet are attached hereto and incorporated herein as **Exhibit B**.

15. The “Service for Life” document states, in relevant part:

“Elite Remodeling LLC warrants to the homeowner that the installation will be free of defects in workmanship. Should a failure occur due to defects in workmanship that Elite Remodeling LLC will repair such problems by supplying labor for as long as you own your home.” **Exhibit B**.

16. At all times relevant and material hereto, Defendant Ward approved, endorsed, ratified, controlled and/or otherwise participated in the conduct alleged herein and the practices and operations conducted as the Owner of the Business Entities.

17. The unlawful acts and practices complained of herein were carried out pursuant to Defendant Ward’s direction and control, and Defendant Ward directly participated in such unlawful acts and practices.

18. At all times relevant and material hereto, the unfair methods, acts and practices complained of herein have been used willfully by the Defendants.

19. On or about January 10, 2018, Defendant Ward established Defendant American Home Solutions as a Domestic Business Corporation with the Corporations Bureau.

20. On or about March 5, 2018, Defendant Ward established Defendant Elite Remodeling as a Domestic LLC with the Maryland Department of State.

21. Although Defendant Ward maintained two Business Entities, he operated Defendant American Home Solutions under the unregistered fictitious name Elite Remodeling.

22. The Commonwealth believes and therefore avers throughout that, all Defendants are jointly and severally liable for the conduct alleged to have occurred in any given transaction.

23. Upon information and belief, Defendants' business operations were reduced to a "skeleton crew" after failing to pay employee salaries in or around April 2023.

24. By May 2023, in at least one instance, the Defendants had an order paid by a consumer for windows which Defendants were unable to pay for and/or retrieve from a supplier.

25. On or about June 7, 2023, a fire of undetermined cause burned down a warehouse rented by Defendant Elite Remodeling in Cockeysville, Maryland.

26. Subsequently, Defendants notified all consumers with outstanding contracts via letter that, due to said fire, business operations would cease immediately. True and accurate copies of the letter dated in August and October of 2023 are attached hereto and incorporated herein as **Exhibit C**.

27. On October 16, 2023, Defendant Ward filed for Chapter 13 bankruptcy in the Middle District of Pennsylvania Bankruptcy Court, docketed at 1:23-bk-02369-HWV.

28. Defendant Ward filed a Petition for Bankruptcy for himself only, not the Business Entities.

29. On September 11, 2024, by order of Chief Judge Henry W. Van Eck of the Middle District Bankruptcy Court, the bankruptcy action was dismissed for failure of Defendant Ward to respond to a rule to show cause issued by the Court. True and accurate copies of the Rule to Show Cause and subsequent dismissal Order are attached hereto and incorporated herein as **Exhibit D**.

30. The Pennsylvania Office of Attorney General, Bureau of Consumer Protection (hereinafter “Bureau”) has received numerous consumer complaints regarding Defendants’ business practices from 2019, which serve to establish a pattern of unfair and deceptive conduct set forth herein.

31. Numerous consumer complaints allege the Defendants accepted substantial deposits from consumers for a variety of work, and failed to provide any supplies or perform any work, except, in certain instances, preliminary measurements.

32. A significant number of consumer complaints were received by the Bureau in 2023 following the aforementioned June fire.

33. Consumer complaints allege the Defendants received advance payment(s) to conduct home improvement work, and failed and/or refused to provide consumers a refund of said payments upon failing to perform said work in a professional, workmanlike manner, in violation of Section 517.9(5) of HICPA. 73 P.S. § 517.9(5).

34. Under Section 517.9(5) of HICPA, “[n]o person shall abandon or fail to perform, without justification, any home improvement contract or project engaged in or undertaken by a contractor.” 73 P.S. § 517.9(5).

35. An example of a consumer complaint came from Consumer A of Lancaster County. Consumer A entered into an agreement with Defendants on or about May 25, 2019 to construct a deck for a total price of \$12,155.00. After Consumer A paid a deposit of \$4,000.00, Defendants provided some supplies and performed partial work, which was of a shoddy nature and which needed to be corrected and completed by a subsequent contractor. Despite numerous demands for a refund or to correct the deficiencies in the work, Defendants failed and/or refused to provide a refund to Consumer A.

36. The significant number of contracts in which Defendants failed to perform any work despite being paid to do so occurred between November 2022 and July 2023.

37. An example of one such complaint came from Consumer B of Dauphin County. Consumer B entered into an agreement with Defendants on or about July 25, 2023 to remodel a bathroom for a total price of \$8,124.00. After Consumer B paid a deposit of \$2,124.00, Defendants ceased contact with Consumer B and performed no work. Defendants likewise failed and/or refused to provide a refund to Consumer B.

38. Another example of this type of complaint came from Consumer C of York County. Consumer C entered into an agreement with Defendants on or about January 13, 2023 to install three windows for a total price of \$2,880.00. After Consumer C paid a deposit of \$1,730.00, Defendants ceased contact with Consumer C and performed no work. Defendants likewise failed and/or refused to provide a refund to Consumer C.

39. The Commonwealth believes and therefore avers that Defendants knew or should have known that they would not be able to perform the work for which they accepted payment

between November 2022 and July 2023, in violation of Section 517.9(8)(ii) of HICPA. 73 P.S. § 517.9(8)(ii).

40. Section 517.9(8)(ii) of HICPA states that it is a prohibited act to advertise or offer, by any means, to perform a home improvement if the person does not intend to perform the home improvement.

41. A violation of HICPA is deemed to be a violation of the Consumer Protection Law. 73 P.S. § 517.10.

42. The Commonwealth believes and therefore avers that there may be additional consumers who have not filed complaints with the Bureau and 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.

43. 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 the Defendants, as complained of herein and as hereafter set forth. Further, the Commonwealth requests restitution, civil penalties, costs and other appropriate equitable relief as redress for violations of the Consumer Protection Law.

COUNT I – VIOLATIONS OF THE CONSUMER PROTECTION LAW AND HICPA
DEFENDANTS FAILED TO BEGIN OR COMPLETE CONTRACTED REPAIRS OR
PROJECTS IN A PROFESSIONAL, WORKMANLIKE MANNER

44. The averments and allegations of the preceding paragraphs are incorporated as though the same were fully set forth herein.

45. Defendants failed to perform, without justification, home improvement contracts or projects engaged in or undertaken by Defendants in a professional, workmanlike manner, which constitutes unfair methods of competition and unfair or deceptive acts or practices as prohibited by Section 517.9(5) of HICPA. 73 P.S. § 517.9(5).

46. A violation of HICPA is deemed to be a violation of the Consumer Protection Law. 73 P.S. § 517.10.

47. In contracting with Pennsylvania consumers, Defendants made direct and/or implied representations that all work or services would be performed in a skillful, careful, diligent, professional and workmanlike manner. *See Exhibit B.*

48. Nevertheless, as set forth above, consumers allege that Defendants performed home improvement work in an inferior and unworkmanlike manner, if at all.

49. Consumers contracted with Defendants to perform home improvements for their residences.

50. In some instances, consumers paid deposits to Defendants before Defendants began any work under the contracts.

51. In some instances, the work performed by Defendants was done in an unworkmanlike manner and quality far below professional standard.

52. In some instances, Defendants did not perform any of the contracted-for work.

53. Defendants failed to refund consumers payments, despite consumers making demands for such, for services Defendants performed in a shoddy or unworkmanlike manner, nor did Defendants offer to complete repairs to address deficient work.

54. Defendants failed to refund consumer payments, despite consumers making demands for such, for services which Defendants failed to perform nor did Defendants offer to complete the repairs.

55. The aforesaid methods, acts or practices of Defendants constitute unfair methods of competition and unfair or deceptive acts or practices in the conduct of trade or commerce prohibited by Section 201-3 of the Consumer Protection Law, including, but not limited to, the following:

- a. Section 201-2(4)(ii), which prohibits causing a likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services;
- b. Section 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;
- c. Section 201-2(4)(xvi), which prohibits making repairs, improvements or replacements on tangible, real or personal property, of a nature or quality inferior to or below the standard of that agreed to in writing; and
- d. Section 201-2(4)(xxi), which prohibits engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

See 73 P.S. §§ 201-3 and 201-2(4)(ii), (v), (xvi) and (xxi).

56. The Commonwealth alleges that, at all times relevant hereto, all of the methods, acts, and practices described above were performed willfully by Defendants.

57. The Commonwealth believes that the public interest is served by seeking before this Court a permanent injunction to restrain the methods, acts and practices described herein, as

well as seeking restitution for consumers and civil penalties for violations of the law. The Commonwealth believes that citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices complained of herein are permanently enjoined.

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

A. Declaring Defendants' conduct as described herein above to be in violation of the Consumer Protection Law and HICPA;

B. Permanently enjoin Defendants and all other persons acting on Defendants' behalf, directly or indirectly, from violating the Consumer Protection Law and HICPA, and any amendments thereto;

C. Permanently enjoin Defendants, in any capacity, from doing business in the Commonwealth of Pennsylvania as a home improvement contractor, as that term is defined in HICPA;

D. Directing Defendants to make full restitution to all consumers who have suffered losses as a result of the acts and practices alleged in this complaint and any other acts or practices which violate the Consumer Protection Law and HICPA;

E. Directing Defendants to pay to the Commonwealth civil penalties of One Thousand and 00/100 Dollars (\$1,000.00) for each instance of a past or present violation of the Consumer Protection Law and HICPA, and Three Thousand and 00/100 Dollars (\$3,000.00) for each instance of a past or present violation of the Consumer Protection Law and HICPA involving consumers age sixty (60) or older as victims;

F. Pursuant to Section 201-4.1 of the Consumer Protection Law, as amended by Section 1602-U of the Fiscal Code, directing Defendants to reimburse the Commonwealth for its costs of its investigation and litigation of this action, including but not limited to attorney fees; and

G. Granting such other general, equitable and/or further relief as the Court deems just and proper.

COUNT II – VIOLATIONS OF THE CONSUMER PROTECTION LAW AND HICPA
DEFENDANTS ACCEPTED PAYMENT TO PERFORM HOME IMPROVEMENTS
WHICH THEY KNEW OR SHOULD HAVE KNOWN
THEY WOULD NOT BE ABLE TO COMPLETE

58. The averments and allegations of the preceding paragraphs are incorporated as though the same were fully set forth herein.

59. By or around April 2023, Defendants' financial situation was so precarious that Defendants could not provide payroll to the majority employees, who subsequently left their positions.

60. By or around May 2023, Defendants could not afford to pay suppliers and/or retrieve custom pieces from suppliers.

61. Despite being unable to pay for supplies and/or retrieve custom items from suppliers, Defendants continued to enter into home improvement contracts knowing they would be unable to fulfill those orders.

62. Defendants certainly should have known that by July 2023, following a fire at their premises, they would not be able to fulfill contracted-for work.

63. Nevertheless, Defendants continued to solicit, sign contracts and accept deposits for home improvement contracting work, including following the June 2023 fire which depleted all of Defendants' inventory.

64. Defendants advertisements and/or offers to perform home improvements when they knew or should have known that they could not perform said work constitutes a violation of Section 517.9(8)(ii) of HICPA. 73 P.S. § 517.9(8)(ii).

65. A violation of HICPA is deemed to be a violation of the Consumer Protection Law. 73 P.S. § 517.10.

66. The aforesaid methods, acts or practices of Defendants constitute unfair methods of competition and unfair or deceptive acts or practices in the conduct of trade or commerce prohibited by Section 201-3 of the Consumer Protection Law, including, but not limited to, the following:

- a. Section 201-2(4)(x), advertising goods or services with intent not to supply reasonably expectable public demand, unless the advertisement discloses a limitation of quantity; and
- b. Section 201-2(4)(xxi), engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

See 73 P.S. § 201-2(4)(x) and (xxi).

67. The Commonwealth alleges that, at all times relevant hereto, all of the methods, acts and practices described above were performed willfully by Defendants.

68. The Commonwealth believes that the public interest is served by seeking before this Court a permanent injunction to restrain the methods, acts and practices described herein, as

well as seeking restitution for consumers and civil penalties for violations of the law. The Commonwealth believes that citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices complained of herein are permanently enjoined.

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

A. Declaring Defendants' conduct as described herein above to be in violation of the Consumer Protection Law and HICPA;

B. Permanently enjoin Defendants and all other persons acting on Defendants' behalf, directly or indirectly, from violating the Consumer Protection Law and HICPA, and any amendments thereto;

C. Permanently enjoin Defendants, in any capacity, from doing business in the Commonwealth of Pennsylvania as a home improvement contractor, as that term is defined in HICPA;

D. Directing Defendants to make full restitution to all consumers who have suffered losses as a result of the acts and practices alleged in this complaint and any other acts or practices which violate the Consumer Protection Law and HICPA;

E. Directing Defendants to pay to the Commonwealth civil penalties of One Thousand and 00/100 Dollars (\$1,000.00) for each instance of a past or present violation of the Consumer Protection Law and HICPA, and Three Thousand and 00/100 Dollars (\$3,000.00) for each instance of a past or present violation of the Consumer Protection Law and HICPA involving consumers age sixty (60) or older as victims;

F. Pursuant to Section 201-4.1 of the Consumer Protection Law, as amended by Section 1602-U of the Fiscal Code, directing Defendants to reimburse the Commonwealth for its costs of its investigation and litigation of this action, including but not limited to attorney fees; and

G. Granting such other general, equitable and/or further relief as the Court deems just and proper.

COUNT III – VIOLATIONS OF THE CONSUMER PROTECTION LAW
DEFENDANTS FAILED TO COMPLY WITH THE FICTITIOUS NAMES ACT

69. The averments and allegations of the preceding paragraphs are incorporated as though the same were fully set forth herein.

70. The Pennsylvania *Fictitious Names Act*, 54 Pa.C.S. §§ 301, *et seq.* (hereinafter the “FNA”) states that “any entity which either alone or in combination with any other entity conducts any business in the Commonwealth of Pennsylvania under or through any fictitious name shall register the fictitious name” with the Corporations Bureau. 54 Pa.C.S. § 303(b).

71. Defendants conducted business in Pennsylvania under the unregistered fictitious name “Elite Remodeling.”

72. Although “Elite Remodeling” is near-identical to the name of Defendant Elite Remodeling, LLC, this limited liability company was neither a Pennsylvania business entity nor a foreign business entity properly registered to do business in Pennsylvania.

73. Defendants failed to register “Elite Remodeling” in accordance with the requirements of FNA Section 303(b), which provides that any entity which conducts business in

this Commonwealth under or through any fictitious name shall register the fictitious name under the chapter with the Corporations Bureau and shall amend such registration whenever necessary to maintain the accuracy of the information disclosed thereby. *See* 54 Pa.C.S. § 303(b).

74. By failing to comply with the FNA, as set forth above, Defendants have engaged in “unfair methods of competition and unfair or deceptive acts or practices in the conduct of trade or commerce,” which violated Section 201-3 of the Consumer Protection Law, as defined by Section 201-2(4)(ii), (iii) and (xxi):

- a. Section 201-2(ii), which prohibits causing a likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services;
- b. Section 201-2(iii), which prohibits causing a likelihood of confusion or of misunderstanding as to affiliation, connection or association with, or certification by, another; and
- c. Section 201-2(4)(xxi), which prohibits engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

73 P.S. §§ 201-2(ii), (iii) and (xxi).

75. The Commonwealth alleges that all of the practices described above were performed willfully.

76. The Commonwealth believes that the public interest is served by seeking before this Court a permanent injunction to restrain the methods, acts, and practices described herein, as well as seeking restitution and civil penalties for violation of the law. The Commonwealth believes that citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices complained of herein are permanently enjoined.

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

A. Declaring Defendants' conduct as described herein above to be in violation of the Consumer Protection Law and HICPA;

B. Permanently enjoin Defendants and all other persons acting on Defendants' behalf, directly or indirectly, from violating the Consumer Protection Law and HICPA, and any amendments thereto;

C. Permanently enjoin Defendants, in any capacity, from doing business in the Commonwealth of Pennsylvania as a home improvement contractor, as that term is defined in HICPA;

D. Directing Defendants to make full restitution to all consumers who have suffered losses as a result of the acts and practices alleged in this complaint and any other acts or practices which violate the Consumer Protection Law and HICPA;

E. Directing Defendants to pay to the Commonwealth civil penalties of One Thousand and 00/100 Dollars (\$1,000.00) for each instance of a past or present violation of the Consumer Protection Law and HICPA, and Three Thousand and 00/100 Dollars (\$3,000.00) for each instance of a past or present violation of the Consumer Protection Law and HICPA involving consumers age sixty (60) or older as victims;

F. Pursuant to Section 201-4.1 of the Consumer Protection Law, as amended by Section 1602-U of the Fiscal Code, directing Defendants to reimburse the Commonwealth for its

costs of its investigation and litigation of this action, including but not limited to attorney fees;
and

Granting such other general, equitable and/or further relief as the Court deems just and proper

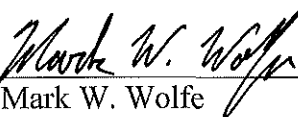
Respectfully Submitted,

COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

DAVID W. SUNDAY, JR.
ATTORNEY GENERAL

Date: 4/9/2025

By:



Mark W. Wolfe

Deputy Attorney General

PA Attorney I.D. No. 327807

Pennsylvania Office of Attorney General

Strawberry Square, 15th Floor

Harrisburg, PA 17120

Telephone: 717-772-3558

Email: mwolfe@attorneygeneral.gov

Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF YORK COUNTY, PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA	:	
By ATTORNEY GENERAL	:	Case No.
DAVID W. SUNDAY, JR.	:	
	:	
Plaintiff,	:	CIVIL ACTION - EQUITY
	:	
vs.	:	
	:	
AMERICAN HOME SOLUTIONS	:	
CORPORATION	:	
	:	
and	:	
	:	
ELITE REMODELING, LLC	:	
	:	
and	:	
	:	
ERIC CHRISTOPHER WARD, individually, as	:	
OWNER of AMERICAN HOME	:	
SOLUTIONS CORPORATION and as	:	
OWNER of ELITE REMODELING, LLC	:	
	:	
Defendants.	:	

VERIFICATION

I, Hayley N. Dull, hereby state that I am a Senior Civil Investigator with the Pennsylvania Office of Attorney General, Bureau of Consumer Protection, and am authorized to make this verification on behalf of the Plaintiff in the within action. I hereby verify that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge or information and belief.

I understand that the statements contained herein are subject to the penalties of 18 Pa.C.S. § 4904 relating to unsworn falsification to authorities.

Date: 04/09/2025

Hayley Dull
Hayley N. Dull
Senior Civil Investigator

IN THE COURT OF COMMON PLEAS OF YORK COUNTY, PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA
By ATTORNEY GENERAL
DAVID W. SUNDAY, JR.

Plaintiff,

vs.

AMERICAN HOME SOLUTIONS
CORPORATION

and

ELITE REMODELING, LLC

and

ERIC CHRISTOPHER WARD, individually, as
OWNER of AMERICAN HOME
SOLUTIONS CORPORATION and as
OWNER of ELITE REMODELING, LLC

Defendants.

Case No.

CIVIL ACTION - 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: 4/9/2025

By:

Mark W. Wolfe
Mark W. Wolfe
Deputy Attorney General
Attorney for Plaintiff

EXHIBIT A

ELITE REMODELING, LLC

10866 York Rd Suite G • Cockeysville, MD 21030
410-667-3967 • FAX: 410-667-3966
717-382-6200 • 1-855-ELITE70

MD MHIC LIC # 115111
PA LIC # 136883
DE LIC # 2018608419

Agreement made this 21 day of, July 20 23

between ELITE REMODELING, LLC herein referred to as CONTRACTOR, and

Owners Name: [REDACTED] Owners Name: [REDACTED]

(Cell): [REDACTED] *Required (Cell): [REDACTED] *Required

Address: [REDACTED] City: [REDACTED] State: PA Zip: [REDACTED]

CONTACT FOR UPDATES: EMAIL / TEXT Email: [REDACTED] *Required

YEAR HOUSE BUILT: 1995 HOA REQUIRED: ☐ YES ☒ NO

BATHTUB (custom tub must include measurement form)		SHOWER DOOR (custom doors must include measurement form)	
Color: <u>White</u>	Skirt Style: <u>35</u>	Size of opening: Top <u>35</u> Mid <u>35</u> Btm <u>35</u>	
Size: <input type="checkbox"/> 60x30x15 <input type="checkbox"/> 60x32x15 <input type="checkbox"/> 60x19x32	Drain: <input type="checkbox"/> L <input type="checkbox"/> R	Frame Finish: <input type="checkbox"/> Chrome <input type="checkbox"/> BN <input type="checkbox"/> ORB	
Drain and Overflow: <input type="checkbox"/> Chrome <input type="checkbox"/> MN <input type="checkbox"/> ORB		Glass Type: <input checked="" type="checkbox"/> Clear <input type="checkbox"/> Rain <input type="checkbox"/> Obscure	
For custom bases, Attach Spray Foam or Shower measurement form		Style: <input type="checkbox"/> Bypass <input type="checkbox"/> S Glass Bypass <input checked="" type="checkbox"/> Pivot <input type="checkbox"/> Custom	
SHOWER (custom base must include measurement form)		WALK-IN TUB	
Color: <u>White</u>	Length: <u>33</u> Width: <u>35</u>	Color: <input type="checkbox"/> W <input type="checkbox"/> B <input type="checkbox"/> Digital Thermometer Hand Shower	
Drain: <input type="checkbox"/> L <input type="checkbox"/> R <input checked="" type="checkbox"/> JC	Color: <input checked="" type="checkbox"/> Chrome <input type="checkbox"/> BN <input type="checkbox"/> ORB	Drain: <input type="checkbox"/> L <input type="checkbox"/> R	
Seat: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Type: <input type="checkbox"/> Corner <input type="checkbox"/> Bench	Color: <u>[REDACTED]</u>	Note estimated physical or electrical modifications below
WALL SURROUND		ACCESSORIES	
Color: <u>Smooth White</u>		<input type="checkbox"/> Single Tier Shelf	<input type="checkbox"/> Recessed Soap Dish
Type: <input checked="" type="checkbox"/> Smooth <input type="checkbox"/> 4x4 <input type="checkbox"/> 8x8 <input type="checkbox"/> 10x10 <input type="checkbox"/> 12x12 <input type="checkbox"/> Subway <input type="checkbox"/> Piazza		<input checked="" type="checkbox"/> 2-Shelf CC	<input type="checkbox"/> Double Soap Dish (recessed)
<input type="checkbox"/> Wainscot Length: <u>[REDACTED]</u> Height: <u>[REDACTED]</u> Color: <input type="checkbox"/> W <input type="checkbox"/> B A <input type="checkbox"/>		<input type="checkbox"/> 3-Shelf CC	<input type="checkbox"/> Extra Wide Soap Dish
Ceiling Panel: <input type="checkbox"/> Yes <input type="checkbox"/> No	Color: <u>[REDACTED]</u>	<input type="checkbox"/> 4-Shelf CC	<input type="checkbox"/> Soap Dish Shelf
PLUMBING FIXTURES		<input type="checkbox"/> Tower Caddy w Shave Stand <input type="checkbox"/> End Wall Soap Dish Shelf	
Valve: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Condo: <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Surface Soap Dish	<input type="checkbox"/> Window Kit
Finish: <input checked="" type="checkbox"/> Chrome <input type="checkbox"/> BN <input type="checkbox"/> ORB		<input type="checkbox"/> Decorative Trim Type <input type="checkbox"/> Pueblo <input type="checkbox"/> Mesa Verde <input type="checkbox"/> Color: <u>[REDACTED]</u>	
<input type="checkbox"/> Side Bar <input type="checkbox"/> Handheld <input checked="" type="checkbox"/> Diverter for Handheld		<input type="checkbox"/> Grab Bar <input type="checkbox"/> CH <input type="checkbox"/> ORB <input type="checkbox"/> BN	Size: <u>[REDACTED]</u>
<input type="checkbox"/> Rain Shower Head <input type="checkbox"/> BN <input type="checkbox"/> Chrome <input type="checkbox"/> ORB		<input type="checkbox"/> Crescent Rod <input type="checkbox"/> CH <input type="checkbox"/> ORB <input type="checkbox"/> BN	
<input type="checkbox"/> Blu Tunes Shower Head -- Available in white only		<input type="checkbox"/> Straight Rod <input type="checkbox"/> CH <input type="checkbox"/> ORB <input type="checkbox"/> BN	
ADDITIONAL ITEMS / WORK CUSTOMER INSTRUCTION			

ADDITIONAL INFORMATION 11'x14' LVP Floor 2700 3100
11'x14' LVP Floor 2700 3100
11'x14' LVP Floor 2700 3100

START DATE: 7/10/23 (est.) FINISH DATE: 10/10/23 (est.)

These dates are subject to change in cases of required permit or product availability issue

*All material reserved, and administrative fees paid after 3 days in Delaware and Pennsylvania, 5 days in Maryland, 7 days if 65+ years

ALL ORDERS ARE CUSTOM MADE + SPECIAL ORDER THEREFORE 100% NON REFUNDABLE

Cash Amount: \$ 5124
Cash Deposit: \$ 2124
Balance: \$ 6000

*THIS CONTRACT IS A FINAL INVOICE

*ALL WARRANTIES ARE REGISTERED ONCE JOB IS PAID IN FULL

ALL JOBS ARE CASH ON DELIVERY UNLESS OTHERWISE NOTED ABOVE C.O.D. TERMS - OWNERS PAY CREW UPON COMPLETION

*33% DOWN WITH ALL CASH JOBS

*ALL DISCOUNTS APPLY

*This contract shall not become binding on contractor until accepted in writing by one of the officers of the company or the commencing performance of the work. All start dates estimated depend on weather and product availability. This contract constitutes the entire understanding of the parties, and no other understanding collateral or otherwise, shall be binding unless in writing and signed by both parties.

*All Maryland Home Improvement Contractors must be licensed by the Maryland Home Improvement Commission. Inquiries about a Contractor should be transmitted to the Maryland Home Improvement Commission. Telephone (410)-230-6309 Pennsylvania Attorney General: (717)-787-9707. Please see Terms and Conditions on reverse of this contract.

IF YOU HAVE QUESTIONS ABOUT YOUR INSTALLATION PLEASE EMAIL: INSTALLS@ELITE70.COM

NOTICE

ANY HOLDER OF THIS CONSUMER CONTRACT IS SUBJECT TO ALL THE CLAIMS AND DEFENSES WHICH THE CUSTOMER COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE CUSTOMER SHALL NOT EXCEED AMOUNTS PAID BY THE CUSTOMER HEREUNDER.

(AUTHORIZED AGENT SIGNATURE & LICENSE NUMBER)

(AUTHORIZED AGENT SIGNATURE & LICENSE NUMBER)

(AUTHORIZED OFFICER OF CORPORATION)

(CUSTOMER SIGNATURE)

(SEAL)

(SEAL)

EXHIBIT B



Top quality work. at affordable prices

10866 York Road (rear) Suite G Cockeysville, Maryland 21030

410-667-3967 717-382-6200

MHIC #115111 PA #136883

CONGRATULATIONS

Congratulations on choosing Elite Remodeling for your home improvement needs.

We're happy that you selected our company to help improve your home and we are anxious to do a great job for you.

Now that you have finalized your project details our friendly office staff will be processing your paperwork and before you know it, we will be getting started.

This packet is designed to help you through the process of your project and should answer any questions that you may have along the way.

Always feel free to call us regarding any questions or concerns, so we can make it easy for you.

As the owner and CEO of our company, I thank you for your patronage and I will assure you that our professional staff, our dedicated installers, and our entire ELITE family will do everything possible to make your home improvement project an enjoyable one. Our goal is simple to make you happy and become your HOME IMPROVEMENT COMPANY FOR LIFE!

Sincerely,

Eric Ward

CEO



10866 York Road., Suite G, Cockeysville, MD 21030
Phone: (410) 667-3967; Fax (410) 667-3966

Service for Life

\$500 Dollar Value

At Elite Remodeling LLC when the projects are done to your satisfaction, we are still not done on our end. We are with you for life. Companies don't tell you that they charge service fees. With us we put in writing that all labor is lifetime guarantee for the same duration as manufacturers warranty.

Owners name(s) _____

Address _____

City _____

State _____

PA

Zip Code _____

Elite Remodeling LLC warrants to the homeowner that the installation will be free of defects in workmanship. Should a failure occur due to defects in workmanship that Elite Remodeling LLC will repair such problems by supplying labor for as long as you own your home.

We want to make sure that if there is a manufacture defect that is covered by their warranty, it normally covers the material ONLY. Do not worry! We have your back, we will handle the manufacturer for the parts and supply labor at no charge.

Our goal is to make your experience a pleasure, and to be your home improvement Company for life!

Owner(s) Signature _____

Elite Remodeling LLC Rep. _____

Date _____

11/29/02

EXHIBIT C

Elite Remodeling LLC
10866 York Road
Suite G
Cockeysville, Md 21030

10/11/2023

To: Customers, Vendors

RECEIVED
DEC 01 2023
23-05-031021
Office of Attorney General
BCP - Phila.

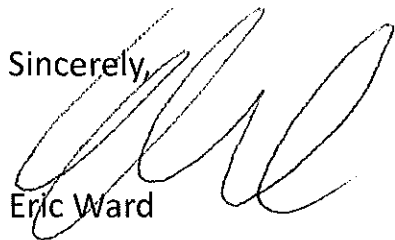
On June 7, 2023, our 2200 square foot office and warehouse was destroyed by fire and water damage. Since we have had no access to the building since the fire, we are unable to retrieve records as well as the product that was in the warehouse.

The insurance company did not have access to the building due to the fire department stating it was unsafe to enter.

A company cannot operate without running jobs to complete or new ones coming in. We have done everything to try to make this work but has ended.

We regret that we cannot continue to operate, so with a sadden heart we have no choice but to close our operation.

Sincerely,



Eric Ward

Owner

Elite Remodeling LLC
10866 York Road
Suite G
Cockeysville, Md 21030

Received

BCP-23-05-023713

AUG 30 2023

F. Alman

PA Office of Attorney General
Consumer Protection - Harrisburg

08/11/2023

To: Customers, Vendors

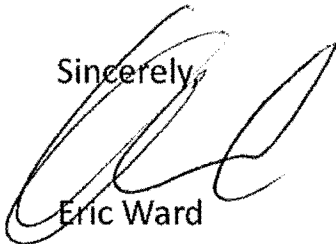
On June 7, 2023, our 2200 square foot office and warehouse was destroyed by fire and water damage. Since we have had no access to the building since the fire, we are unable to retrieve records as well as the product that was in the warehouse.

The insurance company did not have access to the building due to the fire department stating it was unsafe to enter.

A company cannot operate without running jobs to complete or new ones coming in. We have done everything to try to make this work but has ended.

We regret that we cannot continue to operate, so with a sadden heart we have no choice but to close our operation.

Sincerely,

A handwritten signature in black ink, appearing to be 'Eric Ward', written over the word 'Sincerely,'.

Eric Ward

Owner

EXHIBIT D

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

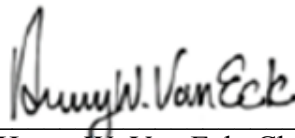
IN RE:	:	
	:	CHAPTER 13
ERIC CHRISTOPHER WARD,	:	
	:	CASE NO. 1:23-bk-02369-HWV
Debtor.	:	

ORDER TO SHOW CAUSE

Upon consideration of the First Amended Chapter 13 Plan, Doc. 46, and the hearing held on July 24, 2024, Doc. 52, for the reasons stated on the record, it is

ORDERED that the Debtor shall appear before the undersigned Bankruptcy Judge on **September 11, 2024 at 9:30 a.m.** in the United States Bankruptcy Court for the Middle District of Pennsylvania, Bankruptcy Courtroom, 4th Floor, Sylvia H. Rambo United States Courthouse, 1501 N. 6th St, Harrisburg, PA 17102 to demonstrate that all outstanding tax returns have been filed or provided to Debtor's counsel for filing. In the event that cause is not shown by this date, the case may be dismissed.

By the Court,



Henry W. Van Eck, Chief Bankruptcy Judge
Dated: July 24, 2024

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

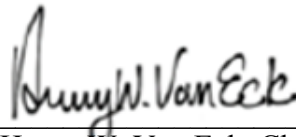
IN RE:	:	
	:	CHAPTER 13
ERIC CHRISTOPHER WARD,	:	
	:	CASE NO. 1:23-bk-02369-HWV
Debtor.	:	

ORDER

Upon consideration of the Court's July 24, 2024 Order to Appear and Show Cause, Doc. 53, and the hearing held on September 11, 2024, at which the Debtor failed to satisfy the show cause Order, it is

ORDERED that the above-captioned case is dismissed. Notwithstanding the dismissal of this case, the Court retains jurisdiction over timely requests for payment of compensation and expenses.

By the Court,



Henry W. Van Eck, Chief Bankruptcy Judge
Dated: September 11, 2024