

Paul D. Edger
Supreme Court I.D. 312713
Senior Deputy Attorney General in Charge
Pennsylvania Office of Attorney General
Strawberry Square, 15th Floor
Harrisburg, Pennsylvania 17120
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Attorney for Commonwealth

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

COMMONWEALTH OF PENNSYLVANIA	:	
BY ATTORNEY GENERAL	:	
DAVID W. SUNDAY, JR.,	:	Case No.
	:	
Petitioner,	:	
	:	
v.	:	
	:	
DARBROD, INC., doing business as	:	
VISAGE Á VISAGE DAY SPA & SALON	:	
	:	
Respondent,	:	IN EQUITY

ASSURANCE OF VOLUNTARY COMPLIANCE

AND NOW comes the Commonwealth of Pennsylvania, by Attorney General David W. Sunday, Jr. (hereinafter “Commonwealth” or “Petitioner”), which caused an investigation to be made into the business practices of Respondent Darbrod, Inc. (hereinafter “Darbrod” and/or “Respondent”), doing business as Visage à Visage Day Spa and Salon (hereinafter “Visage” and/or “Respondent”) pursuant to the provisions of the Pennsylvania *Unfair Trade Practices and Consumer Protection Law*, 73 P.S. § 201-1 *et seq* (hereinafter “Consumer Protection Law”) and avers the following:

PARTIES

WHEREAS, the Petitioner is the Commonwealth of Pennsylvania, by Attorney General David W. Sunday, Jr., with an office located at Strawberry Square, 15th Floor, Harrisburg, Dauphin County, Pennsylvania 17120;

WHEREAS, Respondent Darbrod, Inc.(“Darbord”) is a Pennsylvania domestic business corporation with a registered principal address of 2187 Lincoln Highway East, Lancaster, Lancaster County, Pennsylvania, 17602;

WHEREAS, Darbrod was incorporated on or around June 23, 2003, identifying Darla J. Broderick as President of the Corporation;

WHEREAS, Darbrod owned, managed and operated a business publicly known as Visage à Visage Day Spa and Salon, a registered fictitious named entity with a principal address of 616 North Lime Street, Lancaster, Lancaster County, Pennsylvania 17602;

WHEREAS, Visage operated their business at a physical address located at 802 North Duke Street, Lancaster, Lancaster County, Pennsylvania 17602;

BACKGROUND

WHEREAS, Respondent engaged in trade and commerce within the Commonwealth of Pennsylvania by advertising, marketing, offering and selling services in the field of spa and salon services;

WHEREAS, based upon its investigation, the Commonwealth believes Respondent has engaged in conduct which violates the Consumer Protection Law, by selling gift cards to consumers on and immediately prior to their final day of business operations, suddenly closing their business without prior notice to the public, and failing to provide consumers with information how to obtain reimbursement or redeem the value of previously purchased gift cards;

WHEREAS, immediately prior to the closure of the business on June 7, 2025, Respondent continued to sell gift cards to customers, thereby accepting advanced payment for services which Respondent knew could not be obtained on a future date;

WHEREAS, Respondent continued to sell gift cards to consumers after the business decision to close the company had been made;

WHEREAS, Respondent sold gift cards to consumers in the days immediately preceding the closure of the business, including the day of the closure on June 7, 2025;

WHEREAS, as a result of the aforesaid acts and practices set forth above, the Commonwealth alleges that Respondent may have engaged in fraudulent or deceptive conduct which created a likelihood of confusion or of misunderstanding, as that term is defined by the Consumer Protection Law, 73 P.S. § 201-2(4)(xxi);

WHEREAS, Respondent agrees to cease and desist from violating the Consumer Protection Law as set forth above, and desire to comply with all the civil laws of the Commonwealth of Pennsylvania;

WHEREAS, this Assurance of Voluntary Compliance is accepted by the Commonwealth pursuant to Section 201-5 of the Consumer Protection Law, in lieu of commencing statutory proceedings provided under Section 201-4. 73 P.S. §§ 201-4 and 201-5; and

WHEREAS, under Section 201-5 of the Consumer Protection Law, this Assurance of Voluntary Compliance shall not be considered an admission of a violation for any purpose. 73 P.S. § 201-5.

SETTLEMENT TERMS

NOW THEREFORE, having conducted trade and commerce within the Commonwealth, Respondent Darbrod agree for itself, successors, assigns, officers, partners, agents, representatives,

employees, franchisees, retail divisions or stores and all other persons acting on its behalf, jointly or individually, directly or indirectly, or through any corporate or business device, as follows:

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

II. Injunctive and Affirmative Relief

- A. Respondent shall comply with all provisions of the Consumer Protection Law and any amendments thereto, and is permanently enjoined from any violation thereof.
- B. Respondent shall not, when operating a business, sell gift cards with knowledge that the business is set to close without disclosing the closure to consumers prior to the sale of the gift card, including notifying the consumer of the last day eligible to redeem the prepaid service amount of the gift card.
- C. Respondent shall not, in the future, engage in conduct which violates the Consumer Protection Law, and any amendments thereto, specifically including, but not limited to engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, 73 P.S. § 201-2(4)(xxi).

III. Monetary Relief

- A. Respondent shall be liable to the Commonwealth in the amount of TWENTY-FIVE THOUSAND AND FIFTEEN DOLLARS (\$25,015 00) (hereinafter “Total Amount”), which shall be allocated as follows:

- 1. **Restitution** in the amount of SIXTEEN THOUSAND AND FIFTEEN DOLLARS (\$16,015.00) 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. Eligibility shall include that the consumer purchased a gift card from Respondent within sixty (60) days prior to the business closing on June 7, 2025, and their claim is received by the Commonwealth within ninety (90) days following the filing date of this Assurance of Voluntary Compliance. 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.

2. **Civil Penalties** in the amount of FIVE THOUSAND DOLLARS (\$5,000.00) (hereinafter “Civil Penalties”) which shall be allocated as civil penalties, and which shall be suspended so long as Respondent complies with this and all other terms of this Assurance of Voluntary Compliance. Should the Commonwealth believe Respondent has violated this Assurance of Voluntary Compliance and obtain an Order from the Court finding Respondent in contempt, these Civil Penalties shall be due in full immediately.

3. **Costs** in the amount of FOUR THOUSAND DOLLARS (\$4,000.00) (hereinafter “Costs”) which shall reimburse the Commonwealth for the cost of its investigation.

B. **Payment Terms.** Payment of the Total Amount, excluding Civil Penalties, totaling TWENTY THOUSAND FIFTEEN DOLLARS (\$20,015.00) shall be made by certified check, cashier’s check or money order, made payable to the Commonwealth of Pennsylvania and forwarded to Paul D. Edger, Senior Deputy Attorney General, Office of Attorney General, Bureau of Consumer Protection, Strawberry Square, 15th Floor,

Harrisburg, Pennsylvania 17120. Payment shall be paid in full and provided simultaneously upon execution of this Assurance of Voluntary Compliance.

- C. Within ninety (90) days of the filing date of this Assurance of Voluntary Compliance, Respondent shall provide the Commonwealth with a list of credit card chargebacks initiated by a consumer against Respondent. Should any chargebacks have been authorized against Respondent by a credit card processor for a consumer who purchased a gift card within the sixty (60) days immediately prior to Respondent's closing, the Commonwealth shall reimburse Respondent for those amounts.

IV. Miscellaneous Terms

- A. The Court of Common Pleas of Lancaster County shall maintain jurisdiction over the subject matter of this Assurance of Voluntary Compliance and over Respondent for the purpose of enforcing its terms.
- B. Nothing in this Assurance of Voluntary Compliance shall be construed to waive or limit any right of action by a consumer or a local, state, federal, or other governmental entity.
- C. Time shall be of the essence with regards to Respondent's obligations hereunder.
- D. Respondent agrees to execute and deliver all authorizations, documents, and instruments which are necessary to carry out the terms and conditions of this Assurance of Voluntary Compliance, whether required prior to, contemporaneous with or subsequent to the Effective Date, as defined herein.
- E. Respondent understands and agrees that if it has made any false statement in or related to this Assurance of Voluntary Compliance, that such statement is made pursuant to and under penalty of 18 Pa. C.S. § 4904 relating to unsworn falsifications to authorities.

- F. This Assurance of Voluntary Compliance may be executed in any number of counterparts and by different signatories on separate counterparts, each of which shall constitute an original counterpart hereof and all of which together shall constitute one and the same document. One or more counterparts of this Assurance of Voluntary Compliance may be delivered by facsimile or electronic transmission with the intent that it shall constitute an original counterpart hereof.
- G. This Assurance of Voluntary Compliance sets forth all 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 Assurance of Voluntary Compliance. There are no representations, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this Assurance of Voluntary Compliance that are not fully expressed herein or attached hereto. Each party specifically warrants that this Assurance of Voluntary Compliance is executed without reliance upon any statement or representation by any other party hereto, except as expressly stated herein.
- H. Respondent agrees by the signing of this Assurance of Voluntary Compliance that Respondent shall abide by each of the aforementioned provisions and that the breach of any one of these terms shall be sufficient warrant for the Commonwealth of Pennsylvania to seek penalties provided for under Section 201-8(a) of the Consumer Protection Law, 73 P.S. § 201-8(a), and to seek any other equitable relief which the Court deems necessary or proper, up to and including forfeiture of the right to engage in trade or commerce within the Commonwealth of Pennsylvania.

- I. Any failure of the Commonwealth to exercise any of its rights under this Assurance of Voluntary Compliance shall not constitute a waiver of its rights hereunder.
- J. The “Effective Date” of this Assurance of Voluntary Compliance shall be the day it is filed with the Court.
- K. If any clause, provision or section of this Assurance of Voluntary Compliance shall, for any reason, be held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any other clause, provision or section of this Assurance of Voluntary Compliance and this Assurance of Voluntary Compliance shall be construed and enforced as if such illegal, invalid or unenforceable clause, section or other provision had not been contained herein.
- L. Respondent shall not represent or imply that the Commonwealth acquiesces in, or approves of, Respondent’s past or current business practices, efforts to improve its practices, or any future practices that Respondent may adopt or consider adopting.

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Signatures to Follow

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

For the Petitioner:

**COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL**

**DAVID W. SUNDAY, JR.
ATTORNEY GENERAL**

Date: 12/3/25

By: _____



Paul D. Edger
Senior Deputy Attorney General in Charge
PA Attorney I.D. No. #312713
Office of Attorney General
Strawberry Square, 15th Floor
Harrisburg, Pennsylvania 17120
Telephone: (717) 857-2084
Facsimile: (717) 705-3795
Email: pedger@attorneygeneral.gov

For the Respondent

Date 11/17/25

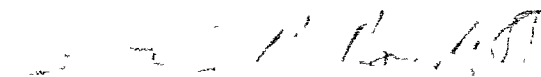
By

Deborah In

Tina Stolz
350 Peachtree
Lancaster, Pennsylvania 17601
Power of Attorney of Deborah In

Date 11/17/2025

By


Donald P. Hendrick II
772 Strasburg Pike
Strasburg, Pennsylvania 17579
Power of Attorney of Deborah In

Date 11/17/2025

By


Melvin Newcomer
Kluxen, Newcomer & Dratsbach
2221 Dutch Gold Drive
Lancaster, PA 17601
Attorney for Respondent

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VISAGE Á VISAGE DAY SPA & SALON	:	
	:	
Respondent,	:	IN EQUITY

CERTIFICATE OF COMPLIANCE

I Paul D. Edger 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: 12/3/25

By:



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CERTIFICATE OF SERVICE

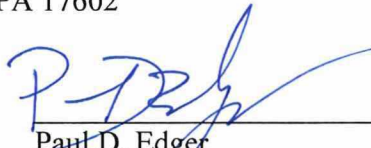
I Paul D. Edger, Senior Deputy Attorney General with the Pennsylvania Office of Attorney General certify that I did serve a true and correct copy of the Assurance of Voluntary Compliance upon the following individual in the manner and date as indicated below:

United States Postal Service, First Class Mail & Electronic Mail

Melvin Newcomer, Esquire
Kluxen, Newcomer & Dreisbach
339 North Duke Street
Lancaster, PA 17602

Date: 12/3/25

By: _____


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