

**IN THE COURT OF COMMON PLEAS FOR ALLEGHENY COUNTY,  
PENNSYLVANIA**

COMMONWEALTH OF PENNSYLVANIA  
OFFICE OF ATTORNEY GENERAL,  
By Attorney General Josh Shapiro

Plaintiff,

v.

GILLECE SERVICES, LP d/b/a  
GILLECE PLUMBING, HEATING, COOLING,  
AND ELECTRICAL INC.,  
GILLECE PLUMBING AND HEATING, INC.,  
ROOTER-MEDIC, and ELECTRIC MEDIC,

GILLECE PLUMBING AND HEATING, INC.,

THOMAS J. GILLECE, Individually and as Owner  
of GILLECE SERVICES, LP, GILLECE  
ENERGY LP, and GILLECE PLUMBING AND  
HEATING, INC.,

JAMES F. HACKWELDER, Individually and as  
Service Manager for Gillece Services, LP,

And

JOSEPH A. NIKOULA, Individually and as Field  
Supervisor for Gillece Services, LP,

Defendants.

CIVIL DIVISION

Case No. GD-20-9374

CLERK OF COURT  
CIVIL DIVISION  
ALLEGHENY COUNTY PA

2020 SEP -1 AM 10:57

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**NOTICE**

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  
Allegheny County Bar Association  
400 Koppers Building  
436 Seventh Avenue  
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<https://www.getapittsburghlawyer.com/>

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Pittsburgh, PA 15222  
Telephone: 412-565-3050  
Facsimile: 412-880-0196

**THIS IS NOT AN ARBITRATION CASE-**  
This case has been brought by the Commonwealth  
under the Pennsylvania Unfair Trade Practices and  
Consumer Protection Law, 73 P.S. §§ 201-1, *et seq.*,  
**AN ASSESSMENT OF DAMAGES HEARING**  
**IS REQUIRED**

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COMMONWEALTH OF PENNSYLVANIA	:	CIVIL DIVISION
OFFICE OF ATTORNEY GENERAL,	:	
By Attorney General Josh Shapiro	:	
	:	
Plaintiff,	:	GD No. _____
	:	
v.	:	
	:	
GILLECE SERVICES, LP d/b/a	:	
GILLECE PLUMBING, HEATING, COOLING,	:	
AND ELECTRICAL INC.,	:	
GILLECE PLUMBING AND HEATING, INC.,	:	
ROOTER-MEDIC, and ELECTRIC MEDIC,	:	
	:	
GILLECE PLUMBING AND HEATING, INC.,	:	
	:	
THOMAS J. GILLECE, Individually and as Owner	:	<b>COMPLAINT</b>
of GILLECE SERVICES, LP, GILLECE	:	
ENERGY LP, and GILLECE PLUMBING AND	:	Filed on Behalf of Plaintiff
HEATING, INC.,	:	
	:	
JAMES F. HACKWELDER, Individually and as	:	COMMONWEALTH OF
Service Manager for Gillece Services, LP,	:	PENNSYLVANIA, OFFICE OF
	:	ATTORNEY GENERAL
	:	
And	:	Counsel of Record for this Party:
	:	
JOSEPH A. NIKOULA, Individually and as Field	:	Jill T. Ambrose
Supervisor for Gillece Services, LP,	:	Senior Deputy Attorney General
	:	PA Attorney No. 323549
	:	
Defendants.	:	
	:	
	:	Office of Attorney General
	:	1251 Waterfront Place, M Level
	:	Pittsburgh, PA 15222
	:	Telephone: 412-565-3050
	:	Facsimile: 412-880-019
	:	<u><a href="mailto:jambrose@attorneygeneral.gov">jambrose@attorneygeneral.gov</a></u>

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OFFICE OF ATTORNEY GENERAL,	:	
By Attorney General Josh Shapiro	:	
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Plaintiff,	:	GD No. _____
	:	
v.	:	
	:	
GILLECE SERVICES, LP d/b/a	:	
GILLECE PLUMBING, HEATING, COOLING,	:	
AND ELECTRICAL INC.,	:	
GILLECE PLUMBING AND HEATING, INC.,	:	
ROOTER-MEDIC, and ELECTRIC MEDIC,	:	
	:	
GILLECE PLUMBING AND HEATING, INC.,	:	
	:	
THOMAS J. GILLECE, Individually and as Owner	:	
of GILLECE SERVICES, LP, GILLECE	:	
ENERGY LP, and GILLECE PLUMBING AND	:	
HEATING, INC.,	:	
	:	
JAMES F. HACKWELDER, Individually and as	:	
Service Manager for Gillece Services, LP,	:	
	:	
And	:	
	:	
JOSEPH A. NIKOULA, Individually and as Field	:	
Supervisor for Gillece Services, LP,	:	
	:	
Defendants.	:	

**COMPLAINT**

**AND NOW**, comes the Commonwealth of Pennsylvania, Office of Attorney General, by Attorney General Josh Shapiro (hereinafter “Commonwealth” or “Plaintiff”), and brings this action pursuant to the Unfair Trade Practices and Consumer Protection Law, 73 P.S. § 201-1, *et. seq.* (hereinafter “Consumer Protection Law”), which authorizes the Attorney General to bring an action in the name of the Commonwealth of Pennsylvania, to restrain unfair methods of competition and 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.

The Commonwealth has reason to believe that Gillece Services, LP (also doing business as “Gillece Plumbing, Heating, Cooling, and Electrical, Inc.,” “Gillece Plumbing and Heating, Inc.,” “Rooter-Medic,” and “Electric Medic”); Gillece Energy LP; Gillece Plumbing and Heating, Inc. (hereinafter collectively “Corporate Defendants”); Thomas J. Gillece, Individually and as owner of Corporate Defendants; James F. Hackwelder, Individually and as Service Manager for Corporate Defendants; and Joseph A. Nikoula, Individually and as Field Supervisor for Corporate Defendants (hereinafter collectively “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; 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 the Defendants as hereinafter set forth. Further, the Commonwealth requests restitution, injunctive relief, civil penalties, costs and other appropriate equitable relief as redress for violations of the Consumer Protection Law.

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.A. § 931(a).

### **VENUE**

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

### **THE PARTIES**

3. The Plaintiff is the Commonwealth of Pennsylvania, Office of Attorney General, by Attorney General Josh Shapiro, with offices located at 1251 Waterfront Place, Mezzanine Level, Pittsburgh, Pennsylvania 15222 and at 15<sup>th</sup> Floor, Strawberry Square, Harrisburg, Pennsylvania 17120.

4. Defendant Gillece Services, LP is a domestic limited partnership with a registered business address of 3347 Industrial Blvd., Bethel Park, Pennsylvania 15102. Defendant Gillece Services, LP operates as a home improvement contractor in Pennsylvania from a location at 3000 Washington Pike Blvd., Bridgeville, Pennsylvania 15017 and is registered as a home improvement contractor with the Pennsylvania Office of Attorney General's Bureau of Consumer Protection (hereinafter "Bureau") pursuant to Section 517.3(a) of the Home Improvement Consumer Protection Act, 73 P.S. § 517.1, *et seq.* (hereinafter "HICPA") under the HICPA Registration Number PA010887. Defendant Gillece Services, LP also does business under the fictitious name "Gillece Plumbing, Heating, Cooling and Electrical, Inc." Finally, Defendant Gillece Services, LP listed the additional business names "Rooter-Medic," "Electric Medic," and "Gillece Plumbing and Heating, Inc." as "additional business names" on its HICPA registration.

5. Defendant Gillece Plumbing and Heating, Inc. is a domestic business corporation with a registered business address of 707 Grant St Ste 2200, Pittsburgh, Pennsylvania 15143. Defendant Gillece Plumbing and Heating, Inc. is a general partner and minority owner of Defendant Gillece Services, LP.

6. Defendant Thomas J. Gillece (hereinafter "Individual Defendant Gillece") is an adult individual with a residential address of 185 Highvue Drive, Venetia, Pennsylvania 15367. Individual Defendant Gillece is the President and majority owner of Defendant Gillece Services, LP. He is also the President and majority shareholder of Defendant Gillece Plumbing and Heating, Inc. Finally, Individual Defendant Gillece manages the day-to-day operations of Corporate Defendants.

7. Defendant James F. Hackwelder (hereinafter "Individual Defendant Hackwelder") is an adult individual with a residential address of 2880 Telluride Loop Unit 102, Sarasota, Florida 34243. From approximately 2013 to December of 2019, Individual Defendant Hackwelder was employed as a Service Manager for Defendant Gillece Services, LP and was responsible for responding to consumer service calls for sewer back-ups and making recommendations regarding the repair or replacement of sewer pipes.

8. Defendant Joseph A. Nikoula (hereinafter "Individual Defendant Nikoula") is an adult individual with a residential address of 1150 Springdale Drive, Pittsburgh, Pennsylvania 15236. Since approximately October of 2018, Individual Defendant Nikoula has been employed as a Field Supervisor for Defendant Gillece Services, LP and has been responsible for responding to consumer service calls for sewer back-ups and making recommendations regarding the repair or replacement of sewer pipes.

## **BACKGROUND**

9. Corporate Defendants and Individual Defendant Gillece are engaged in a widespread bait-and-switch scheme designed to defraud Southwestern Pennsylvanians into unnecessary (and costly) home improvement work—particularly unnecessary sewer pipe replacements. Corporate Defendants and Individual Defendant Gillece lure Pennsylvania consumers experiencing sewer back-ups to call Corporate Defendants by offering sewer snaking services at a discounted price through an advertisement known as the “Clog Crusher.” But once at the consumers’ homes, Corporate Defendants’ technicians frequently deceive consumers into signing contracts for unnecessary plumbing work primarily via the following methods:

- A. In many instances, the technicians tell consumers that they cannot resolve the consumers’ back-ups by snaking and, instead, the consumers will need to purchase costly excavation work in order to clear their lines. In many such instances, Corporate Defendants’ technicians recommend this costly excavation work without even making a good faith effort to clear the consumers’ sewer lines using a snake. In fact, Corporate Defendants’ service trucks are only stocked with the smallest, most basic type of snake cutter (known as the “starting drill”) that is designed to get the water flowing but is not designed to clear stubborn clogs / hard stoppages or retrieve foreign objects. Despite the availability of a variety of other more heavy-duty cutters, Corporate Defendants do not even stock their service vehicle with such cutters. In essence, Corporate Defendants set themselves up to fail at opening consumers’ sewer lines in order to sell consumers costly work that they do not need.



- B. Corporate Defendants also make downright false or misleading statements to consumers about the condition of their sewer lines in order to induce consumers into signing contracts for costly and unnecessary excavation work.

Furthermore, contrary to Corporate Defendants' advertising, Corporate Defendants' technicians often have little (if any) plumbing experience or credentials. These technicians are also highly incentivized to upsell consumers, with some technicians working exclusively on ten percent (10%) commission. Finally, Corporate Defendants often utilize high pressure sales and scare tactics to get consumers to sign contracts for this unnecessary work, suggesting that the consumers' health will be at risk or that consumers may face financial liability if they do not immediately make the recommended repairs.

10. Defendants have engaged in trade or commerce within the Commonwealth of Pennsylvania, including Allegheny County, by contracting with Pennsylvania consumers for the provision of home improvement services having a sale price of twenty-five dollars (\$25.00) or more and/or soliciting Pennsylvania consumers for home improvement services having a sale price of twenty-five dollars (\$25.00) or more through the operation of a plumbing, heating, cooling, and electrical business.

11. At all times relevant and material hereto, Individual Defendant Gillece authorized, approved, endorsed, formulated, directed, controlled, benefited from and/or otherwise participated in the conduct alleged herein.

12. At all times relevant and material hereto, Individual Defendants Hackwelder and Nikoula benefited from and/or otherwise participated in the conduct alleged herein with respect

to Counts I (Misrepresenting the Need for Repairs and/or Replacements) and II (High Pressure Sales and Scare Tactics).

13. The Bureau has received consumer complaints against Defendants indicating that Defendants have engaged in unfair and deceptive acts and practices in violation of the HICPA and/or the Consumer Protection Law, as described more fully herein.

14. Among the consumers who have filed complaints against Corporate Defendants are citizens sixty (60) years of age or older.

15. The Commonwealth believes and therefore avers that there may be additional consumers who have not filed complaints with the Bureau and have been harmed due to the methods, acts, and practices of Defendants, which include, but are not limited to, the practices alleged herein.

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

### **FACTS**

17. Corporate Defendants and Individual Defendant Gillece have been doing business as home improvement contractors in Western Pennsylvania since 1988, with Corporate Defendants entering into home improvement contracts with consumers at the consumers' residences for home improvement goods and/or services that exceeded a value of \$500.00.

18. Corporate Defendants currently service the following seven counties located in Western Pennsylvania: Allegheny County, Armstrong County, Beaver County, Butler County, Fayette County, Washington County, and Westmoreland County.

19. Since at least 2010, Corporate Defendants and Individual Defendant Gillece have been aware of allegations made by Pennsylvania consumers serviced by Corporate Defendants

that Corporate Defendants engage in unfair and deceptive business practices, including but not limited to the use of high-pressure sales or scare tactics, recommending unnecessary work, making material misrepresentations to consumers (including but not limited to material omissions), and rejecting consumers' timely efforts to cancel contracts.

20. Specifically, in 2010, WTAE Pittsburgh's Action News Team 4 (hereinafter "Team 4") reported extensively about the high number of consumer complaints made to the Better Business Bureau (hereinafter "BBB") and directly to Team 4 alleging unfair and deceptive business practices. Team 4 even attempted to interview Individual Defendant Gillece on camera regarding the consumer complaints made against Corporate Defendants, but Individual Defendant Gillece failed to respond to the reporter's questions.

21. Further, on or about December 17, 2015, the Bureau sent Corporate Defendants a letter (hereinafter the "2015 Warning Letter") warning Corporate Defendants of the Bureau's concerns that certain business practices of Corporate Defendants were in violation of HICPA and the Consumer Protection Law. A true and correct copy of the December 17, 2015 Warning Letter from the Bureau is attached hereto and incorporated herein as Exhibit A.

22. As stated in the Warning Letter, the Bureau's concerns regarding Corporate Defendants' business practices were outlined in detail to representatives of Corporate Defendants, including Individual Defendant Gillece, at a meeting between Defendants and the Bureau on October 15, 2015.

23. Amongst the Bureau's concerns referenced both in the Warning Letter and at the October 15, 2015 meeting were the following:

- A. Corporate Defendants' misdiagnoses of consumers' home improvement problems and/or the recommendation of unnecessary home improvement work;
- B. Corporate Defendants' use of scare tactics to induce consumers to sign contracts; and
- C. Corporate Defendants' failure to disclose material information to consumers in the course of offering and/or contracting for home improvement work.

24. Despite the Team 4 reporting in 2010 and the Bureau's 2015 Warning Letter, Pennsylvania consumers continue to report to the Bureau, the BBB, and other sources (including but not limited to online review forums such as Google and Yelp.com) that Defendants are recommending unnecessary home improvement work and employing high-pressure sales and/or scare tactics to induce them to sign contracts. Consumers have also complained that Corporate Defendants fail to complete contracts for home improvement services in a workmanlike manner.

25. For example, from 2016 to the present, the BBB has received approximately seventy-seven (77) consumer complaints against Corporate Defendants.

26. Furthermore, from 2016 to the present, dozens of consumers have written complaints about Corporate Defendants on online forums such as Google and Yelp, many of which allege that Corporate Defendants recommended costly and unnecessary sewer pipe repairs or replacements.

27. Although Individual Defendant Gillece has been made aware of many such consumer complaints, the misconduct of Corporate Defendants as alleged herein has continued under his management.

28. Corporate Defendants offer a wide range of home improvement goods and services to Pennsylvania consumers, including plumbing, heating, cooling, and electrical goods and/or services.

29. Corporate Defendants employ the following three types of employees to respond to calls from consumers for home improvement goods and services: (1) service technicians; (2) service managers; and (3) field supervisors.

30. Corporate Defendants compensate service technicians hourly; however, service technicians also receive a monthly bonus in the amount of two percent (2%) of sales in excess of \$40,000 sold in that month. When making hiring decisions, Corporate Defendants have no minimal vocational job qualifications for service technicians; however, service technicians are more likely to have some prior vocational schooling and/or licensure than field supervisors.

31. Corporate Defendants compensate service managers hourly; however, service managers also receive commission in the amount of five percent (5%) of their sales. When making hiring decisions, Corporate Defendants have no minimal vocational job qualifications for service managers; however, service technicians are more likely to have some prior vocational schooling and/or licensure than field supervisors.

32. Corporate Defendants compensate field supervisors entirely on commission. Field supervisors receive commission in the amount of ten percent (10%) of their sales. When making hiring decisions, Corporate Defendants have no minimal vocational job qualifications for field supervisors and such employees often do not have any vocational schooling and/or licensure. Despite their lack of vocational schooling and/or licensure, field supervisors employed by Corporate Defendants for plumbing work respond almost exclusively to calls for

sewer back-ups and are responsible for making recommendations regarding costly sewer pipe repairs and/or replacements.

33. Corporate Defendants track the monetary amount of home improvement goods and services sold by service technicians, service managers, and field supervisors on a daily basis by generating daily reports, which are sent to Individual Defendant Gillece. These daily reports reveal each employees' "conversion rate," or rate at which the employee was able to convert the trip or diagnostic fee for the call into a sale of additional work for the company. Accordingly, Individual Defendant Gillece is aware of the sales activity of each service technician, service manager, and field supervisor.

34. The responsibilities of Corporate Defendants' service technicians, service managers, and field supervisors include responding to calls from consumers experiencing plumbing, heating, cooling, and/or electrical problems in their residences and recommending services, replacements, and/or repairs of plumbing, heating, cooling, and electrical equipment.

35. The responsibilities of Corporate Defendants' service technicians, service managers, and field supervisors also include responding to calls from consumers regarding clogged sewer pipes or sewer back-ups and recommending services, replacements and/or repairs of sewer pipes and traps.

36. Clogged sewer pipes or sewer back-ups are sometimes the result of a foreign object getting stuck into a sewer pipe, root infiltration of sewer pipes, and/or normal buildup in sewer pipes.

37. A common method employed in the plumbing industry to unclog sewer pipes involves the use of a cable or "snake" to clear or remove the obstruction that is clogging the pipes. Manufacturers make various different types of cutters that attach to the end of a snake.

These various cutters have different applications and are designed to be used on different types of clogs and in different types of sewer pipes. For example, the spear head and arrow head cutters are small tips that are described by manufacturers as the “starting drill” designed to merely get the water flowing. The spear head and arrow head cutters are not designed to clear more stubborn clogs or hard stoppages, such as roots. Manufacturers make many other types of cutters designed to more effectively clear stubborn clogs or hard stoppages. Manufacturers also make a retrieving tool designed to retrieve foreign objects from sewer pipes.

38. Another common method employed in the plumbing industry to unclog sewer pipes is the use of a hydro jet, or high-pressured water hose, to clear a clog and clean out a sewer line.

39. In addition to using cables/snakes, cutters, and hydro jets, sewer inspection cameras are commonly used in the industry to conduct video inspections of sewer pipes when attempting to diagnose a potential problem with a sewer pipe.

40. The market price of cabling/snaking and video inspection services in the Pittsburgh area is generally in excess of one hundred dollars (\$100.00).

41. Corporate Defendants offer its cabling and video inspection services to Pennsylvania consumers at a significant discount through an advertising offer called the “\$93 or Free Clog Crusher.” Pursuant to this advertising offer, Corporate Defendants offer to unclog consumers’ sewer drains for only \$93; however, if Corporate Defendants are unable to unclog the consumers’ sewer drain, Corporate Defendants will charge the consumer nothing for the failed attempt to unclog. A true and correct copy of Corporate Defendants’ online advertisement of the Clog Crusher as of at least January 15, 2020 is attached hereto and incorporated herein as Exhibit B.

42. The Clog Crusher is also advertised throughout the Pittsburgh area via billboards and television advertisements.

43. Sometimes Corporate Defendants offer the Clog Crusher for less than \$93. For example, some billboards in the Pittsburgh area have advertised the Clog Crusher for only \$49.

44. Many Pennsylvania consumers experiencing sewer back-ups are prompted to call Corporate Defendants to unclog their sewer pipes by the Clog Crusher advertisements offering these cabling/snaking services at a significant discount.

45. Many of Corporate Defendants' service technicians, service managers, and/or field supervisors responding to calls for the Clog Crusher ultimately end up recommending unnecessary (and very costly) repairs and/or replacements of plumbing pipes to consumers. Sometimes these service technicians, service managers, and/or field supervisors clear the consumers' clog but tell the consumer that their pipes are physically damaged (when they are not) or tell the consumer that some other condition of the sewer pipe necessitates replacement (such as root infiltration or shifting) when it does not.

46. Other times, Corporate Defendants' employees tell the consumers that their back-up problem can only be resolved by excavating to remove the clog. Sometimes Corporate Defendants make such representations without even attempting to snake the pipes. Other times, Corporate Defendants make such representations without even attempting to use a snake cutter other than the spear head or arrow head cutter. In fact, Corporate Defendants' service vehicles are not stocked with any other type of cutter other than the spear head or arrow head cutter. Corporate Defendants' service technicians, service managers, and/or field supervisors recommend this costly and unnecessary excavation work to consumers without disclosing to



consumers the availability of other types of cutters that could clear their clogs without requiring excavation.

47. Many such consumers to whom Corporate Defendants represent that their sewer back-ups can only be solved through excavation seek a second opinion from other plumbing companies, which are readily able to unclog the consumers' sewer pipes with the use of a cable/snake or hydro jet rather than through costly excavation.

48. Similarly, Corporate Defendants' service technicians, service managers, and/or field supervisors responding to calls for other types of home improvement goods and/or services often tell Pennsylvania consumers that their current plumbing, heating, cooling, and/or electrical equipment (including but not limited to water heaters, furnaces, and/or air conditioners) are defective and need to be replaced at a great expense to these consumers when, in fact, the existing equipment can be fixed at much less cost to the consumers and/or does not need to be replaced.

49. Corporate Defendants' service technicians, service managers, and/or field supervisors soliciting consumers for home improvement services also often employ high pressure sales and/or scare tactics to get consumers to sign home improvement contracts. These high pressure sales and/or scare tactics include misrepresenting the urgency of the repairs and misrepresenting to consumers that they will face financial loss or that their health will be at risk if they do not immediately make Corporate Defendants' recommended repairs. These sales tactics also entail pressuring consumers to commence work on home improvement contracts immediately, which causes consumers to mistakenly believe that they cannot cancel their contracts.

50. With respect to some consumers who have attempted to cancel home improvement contracts with Corporate Defendants within the three-day statutory cancellation period, Corporate Defendants have rejected the consumers' efforts to cancel by commencing the work despite the cancellation or retaliating against the consumers for cancelling. In at least one instance, Corporate Defendants initially refused to accept the Notice of Cancellation. In at least one other instance, Corporate Defendants initially refused to refund the consumer's deposit.

51. Furthermore, Corporate Defendants advertise their home improvement goods and services in a highly deceptive manner, including by making materially false and/or misleading statements in their advertising materials and by failing to disclose material information, including a multitude of terms and restrictions on advertising offers.

52. Corporate Defendants often fail to complete home improvement contracts or work in a professional, workmanlike manner, contrary to the express warranties in their advertising materials and contracts. For example, some consumers who contracted with Corporate Defendants for costly sewer pipe replacements continue to have sewer back-ups. And many consumers who have contracted with Corporate Defendants to purchase other household appliances such as furnaces and air conditioners experience problems with their appliances installed by Corporate Defendants. Also, many consumers who have contracted with Corporate Defendants to unclog their sewer line find that Corporate Defendants failed to adequately clear their line or were unable to clear their line when other plumbers could.

53. Finally, Corporate Defendants' have represented to some consumers that Pennsylvania laws and/or the Pennsylvania Office of Attorney General prohibit Corporate Defendants from breaking down the costs of parts and labor and/or mandate Corporate Defendants' methodology of flat-rate pricing when neither representation is true.

**Misrepresenting the Need for Repairs and/or Replacements**  
**(All Defendants)**

54. The preceding paragraphs are incorporated herein as though fully set forth below.

55. In connection with multiple consumer contracts or solicitations of contracts, service technicians, service managers, and/or field supervisors acting on behalf of Corporate Defendants (including but not limited to Individual Defendants Hackwelder and Nikoula) represented to consumers that services, replacements, and/or repairs of plumbing, heating, cooling, and/or electrical equipment (including but not limited to sewer pipes, water heaters, furnaces, and/or air conditioners) were needed when the service technicians, service managers, and/or field supervisors knew that such services, replacements, and/or repairs were not needed.

56. In connection with multiple consumer contracts or solicitation of contracts, service technicians, service managers, and/or field supervisors acting on behalf of Corporate Defendants (including but not limited to Individual Defendants Hackwelder and Nikoula) represent to consumers that their plumbing, heating, cooling, and/or electrical equipment (including but not limited to sewer pipes, water heaters, furnaces, and/or air conditioners) are in poor physical condition when, in fact, the equipment is not in poor condition. For example, employees acting on behalf of Corporate Defendants have told consumers that their sewer pipes needed replaced because the pipes were broken or otherwise physically damaged when, in fact, their sewer pipes were not physically damaged.

57. In connection with multiple consumer contracts or solicitation of contracts, service technicians, service managers, and/or field supervisors acting on behalf of Corporate Defendants (including but not limited to Individual Defendants Hackwelder and Nikoula) have represented to consumers that the technicians could not unclog the consumers' sewer pipes and, therefore, the sewer pipes were in need of replacement. In fact, such replacements were not

needed as second plumbers who serviced these consumers' properties shortly after Corporate Defendants were readily able to unclog the consumers' sewer pipes.

58. In connection with multiple consumer contracts or solicitation of contracts, service technicians, service managers, and field supervisors acting on behalf of Corporate Defendants (including but not limited to Individual Defendants Hackwelder and Nikoula) made materially misleading statements and/or omissions to consumers in connection with the sale or solicitation of plumbing, heating, cooling, and/or electrical goods and/or services. For example, such employees acting on behalf of Corporate Defendants often tell consumers that their sewer pipes need to be replaced due to root infiltration, without also disclosing to consumers the much less costly option of routine maintenance (or the routine cleaning of pipes via cutting or hydro jetting out the roots) to address root infiltration. As another example, such employees acting on behalf of Corporate Defendants often tell consumers that their terra cotta pipes need to be replaced because the pipes are old and/or are "shifting" when, in fact, some degree of shifting in terra cotta pipes is normal and does not necessitate replacement.

59. In fact, Corporate Defendants frequently only offer or recommend costly excavation options to consumers to resolve their plumbing problems without disclosing to consumers the availability of less costly, non-excavation options such as cutting or cleaning out roots. Corporate Defendants even utilize a standard form when recommending options to consumers. This form contains only the following costly excavation options: (1) complete replacement of both the interior and exterior sewer lines; (2) complete replacement of an interior or exterior sewer line; or (3) a spot repair. This form does not contain a routine maintenance option. A true and correct example of Corporate Defendants' option form for plumbing is attached hereto and incorporated herein as Exhibit C.

60. In connection with some consumer contracts or solicitation of contracts, service technicians, service managers, and/or field supervisors acting on behalf of Corporate Defendants (including but not limited to Individual Defendants Hackwelder and Nikoula) recommended the costly excavation of consumers' sewer pipes to unclog the pipes without making a good faith effort to unclog the pipes via a sewer snake or hydro jet and/or without attempting to unclog the consumers' sewer pipes using another cutter besides the basic spear head or arrow head starting cutter.

61. In connection with at least two consumer contracts or solicitation of contracts, service technicians, service managers, and/or field supervisors acting on behalf of Corporate Defendants (including but not limited to Individual Defendant Hackwelder) purposefully got Corporate Defendants' sewer snake stuck in the consumers' sewer pipes in an attempt to generate the unnecessary repair or replacement of the consumers' sewer pipes. Corporate Defendants require that all consumers whose sewers it services sign a waiver stating that the consumer to "be responsible for the retrieval or removal of any part of [Corporate Defendants'] equipment which is damaged or broken as the result of a condition of the [consumer's] drain line." A true and correct example of such a sewer waiver is attached hereto and incorporated herein as Exhibit D.

62. In fact, when Corporate Defendants' sewer snakes get stuck in a consumer's sewer, Corporate Defendants do not inquire or investigate whether the snake got stuck as the result of the consumer's sewer drain or the fault of Corporate Defendants' technicians. Corporate Defendants also make no effort to retrieve the snake from the consumers' sewer pipes. At least one consumer has incurred significant expense to remove Corporate Defendants' cable

that got stuck in his line through the fault of Individual Defendant Hackwelder rather than the condition of his sewer line.

63. In sum, the Clog Crusher promotion is a scheme designed to lure consumers to call Corporate Defendants for sewer back-ups thereby giving Corporate Defendants the opportunity to recommend costly and unnecessary sewer pipe replacements to consumers. In fact, one consumer reported to the Bureau that she called Corporate Defendants twice within a time period of a few weeks to use the Clog Crusher promotion on two different floor drains in her basement. The first time Corporate Defendants provided the Clog Crusher promotion she did not sign a contract for additional work. The second time the consumer called Corporate Defendants for the Clog Crusher promotion, Corporate Defendants' technician refused to attempt to unclog the consumer's sewer pipes unless the consumer signed a contract for additional plumbing work. This technician told the consumer, "We are not in the business of making \$100 for a service visit." Corporate Defendants' technician pressed the consumer to sign a contract for the use of a hydro jet for \$2,700 and also indicated that the consumer's pipes would likely need to be dug up and replaced for another \$11,000 if the hydro jet did not work. The consumer refused to sign a contract for these additional services because she considered the prices outrageous. Accordingly, the technician left without unclogging the consumer's sewer line for \$93 as advertised in the Clog Crusher advertisement. When the consumer asked the technician how he could sleep at night charging consumers that much money for plumbing work, the technician told the consumer, "I answer only to Mr. Gillece. He pays my check."

64. Corporate Defendants' service technicians, service managers, and field supervisors often called Individual Defendant Gillece from the consumers' homes to consult with Individual Defendant Gillece on the terms and conditions of the unnecessary home improvement

work Corporate Defendants' technicians are attempting to sell to the consumers, including obtaining authorization from Individual Defendant Gillece to drop the proposed price.

**High Pressure Sales and Scare Tactics**  
**(All Defendants)**

65. The preceding paragraphs are incorporated herein as though fully set forth below.

66. In connection with multiple consumer contracts or solicitation of contracts, service technicians, service managers, and/or field supervisors acting on behalf of Corporate Defendants (including but not limited to Individual Defendants Hackwelder and Nikoula) used high-pressure sales and/or scare tactics to coerce consumers into signing contracts for home improvement work and/or to coerce consumers into commencing work on home improvement contracts the same or next day.

67. The aforementioned high-pressure sales and/or scare tactics are tactics that attempt to break down the consumer's sales resistance by arousing unwarranted fear or alarm amongst the consumer.

68. Defendants' use of high-pressure sales and scare tactics entail the making of false representations, materially misleading statements, and/or material omissions to consumers regarding the urgency of the purported repair and/or replacement and/or the consequences of not completing the repair and/or replacement immediately. For example, Defendants have represented to consumers that if they do not make Defendants' recommended repairs or replacements the consumers will be fined by their local authorities or incur other financial liability when, in fact, these authorities would not fine them. Defendants have also represented to consumers that if the repairs or replacements are not made immediately the consumers' health will be at risk when, in fact, their health would not be at risk.

69. These tactics also entail Defendants commencing work on the home improvement contracts immediately (including the same or next day) even when the consumers indicate a desire for more time to consider Defendants' recommendations.

70. Finally, these tactics also entail Defendants failing to make a good faith attempt to unclog consumers' sewer pipes, including but not limited to their failure to utilize larger, heavy duty cutters to unclog sewer pipes before recommending costly excavation work, as discussed in more detail above.

**Rejecting Timely Efforts to Cancel Contracts**  
**(Corporate Defendants and Individual Defendant Gillece)**

71. The preceding paragraphs are incorporated herein as though fully set forth below.

72. In connection with multiple consumer contracts, Corporate Defendants rejected consumers' timely efforts to cancel contracts within three business days of signing the contracts by refusing to honor the consumers' cancellation requests, refusing to refund deposits, and/or commencing work on contracts despite the consumers' communication to Corporate Defendants that they were cancelling their contracts.

73. In connection with some of the aforementioned consumer contracts, Corporate Defendants made materially misleading statements and/or omissions of fact to consumers regarding the cancellation of their contracts. For example, Corporate Defendants told at least one consumer that if he cancelled his contract within three business days he would not receive his deposit back.

74. With respect to some of the aforementioned consumer contracts that were cancelled by consumers within three days of signing, Corporate Defendants retaliated against the consumers for cancelling by threatening or attempting to fill holes that Corporate Defendants dug on the consumers' properties (even if this meant rendering the consumer's home



uninhabitable) and/or reporting the consumers to authorities for having an open trench on their private property.

**Deceptive Advertising**  
**(Corporate Defendants and Individual Defendant Gillece)**

75. The preceding paragraphs are incorporated herein as if fully set forth below.

76. Corporate Defendants utilize advertising offers, slogans, and marketing materials that make false and/or materially misleading statements and/or material omissions of fact regarding the nature of Corporate Defendants' goods, services, and/or business practices.

77. Furthermore, in many instances, Corporate Defendants' advertising materials do not clearly and conspicuously disclose a multitude of restrictions placed on Corporate Defendants' offers that severely limit the ability of consumers to avail themselves of the offers.

78. For example, Corporate Defendants' online advertisement for the Clog Crusher promotion as of at least January 2020 stated the following under "YOU CAN AFFORD QUALITY!": "For just \$93, your drain or sewer clog is crushed and cleared away for good ...Gillece's trained and skill-certified Gillece Plumbers are the area's experts at clearing your clog with quick assessment, professional service and top notch equipment." *See Exhibit B.*

79. As another example, Corporate Defendants' website makes the following "pledge" to its consumers:

## **Our Pledge To You:**

- Competent, Courteous Technicians
- Up-Front, No-Hassle Pricing Options
- Respect For Your Home and Family
- Job Done Right, The First Time!

80. The same page on Corporate Defendants' website makes the following representation to consumers regarding Corporate Defendants' "Exemplary Customer Care and Quality Service:"

### **Exemplary Customer Care and Quality Service**

Our goal is to provide exceptional customer service from the moment you call us until work on your home is complete. From our courteous Customer Care Representatives to our professional technicians, you can count on knowledgeable people who are here to help. Our Plumbers, HVAC Service Technicians and Electricians have years of experience and knowledge of the latest industry trends and technology to provide the best all-around service for your home.

81. Despite the aforementioned representations on Corporate Defendants' website, Corporate Defendants' plumbers are often not experienced, knowledgeable, skill-certified, or experts at clearing clogs. Contrary to this advertising, Corporate Defendants are very ineffective at clearing clogs, in part because rather than using "top notch equipment" or the "latest industry trends" as advertised, Corporate Defendants only use the smallest, most basic "starting" cutter to clear clogs. Corporate Defendants do not utilize other heavy-duty cutters commonly used in the industry. Many consumers have reported that other plumbers they have consulted were readily able to unclog their pipes that Corporate Defendants said could not be unclogged absent costly excavation.

82. Also contrary to Corporate Defendants' advertising regarding the quality of its services, many consumers who have utilized Corporate Defendants' services have complained that Corporate Defendants performed the work it was contracted to perform in a manner that is inconsistent with these representations, including but not limited to performing the work in a shoddy, unworkmanlike manner.

83. For example, some consumers have reported that even after paying Corporate Defendants' thousands of dollars for plumbing work to resolve a sewer back-up, the consumers

continued to have back-up problems. Other consumers have reported that Corporate Defendants' failed to re-concrete their floors and driveways in a workmanlike manner and/or failed to backfill trenches dug in their yards in a workmanlike manner. Many of these consumers reported that Corporate Defendants failed to return their phone calls when they called Corporate Defendants to complain about Corporate Defendants' shoddy services and request that Corporate Defendants come back to fix the shoddy services.

84. As another example, as of at least May 4, 2020, Corporate Defendants' website contained the following statement:

### **Immediate Service at Your Convenience**

Our commitment to customer service is based upon a sense of urgency, especially when it comes to home emergencies. We provide service with flexible scheduling by offering evening, weekend, and holiday service at no additional charge. Gillece is fully staffed with both office and field personnel seven days a week, 365 days a year. We never close!

85. Despite this aforementioned representation promising "immediate service at your convenience," many consumers have complained that Corporate Defendants fail to keep service appointments. Many consumers have even complained that Corporate Defendants reschedule service appointments multiple times. Some of these same consumers complain that they had to wait around all day for Corporate Defendants' technicians only to find out that Corporate Defendants will not make it out to service their homes as promised.

86. As another example, Corporate Defendants advertise that they are there the **"same day or you don't pay."** This advertisement has been written prominently on the sides of Corporate Defendants' service vehicles underneath the name "Gillece." Corporate Defendants' service vehicles featuring this advertisement have been shown on several of Corporate

Defendants' commercials televised to Pennsylvania consumers and is featured on a folder Corporate Defendants provide to consumers Corporate Defendants service.

87. Corporate Defendants' "same day or you don't pay" advertisement contains many terms and restrictions that are not clearly and conspicuously disclosed to consumers in the advertisements themselves.

88. For example, none of the terms and restrictions on Corporate Defendants' "same day or you don't pay" advertisement are disclosed to consumers on Corporate Defendants' service vehicles or in Corporate Defendants' commercials.

89. Furthermore, Corporate Defendants do not even disclose the existence of terms and restrictions on Corporate Defendants' "same day or you don't pay" advertisement on most of the above-referenced advertising materials on which the statement is displayed to consumers.

90. Instead, some of the terms and restrictions of Corporate Defendants' "same day or you don't pay" offer are only available on Corporate Defendants' website. Corporate Defendants' advertising materials displaying the "same day or you don't pay" advertisement do not even refer consumers to Corporate Defendants' website for a list of the restrictions.

91. Below is a non-exclusive list of restrictions placed on Corporate Defendants' "same day or you don't pay" advertisement that are not clearly and conspicuously disclosed to consumers:

- A. The offer does not apply to the consumer's actual repair or replacement costs. It applies only to the trip and diagnostic fees Corporate Defendants generally charge consumers in connection with Corporate Defendants' services;

- B. The phrase “same day” does not mean the “same day” your appointment is scheduled. It means the “same day” the consumer calls to schedule the appointment. In other words, the offer would not apply when Corporate Defendants fail to show up on the “same day” of an appointment with a consumer if that appointment was scheduled prior to the date of the appointment. It could only apply to a consumer who calls Corporate Defendants before a certain time to schedule an appointment the “same day” as the telephone call. The exact time of day by which the consumer needs to call to schedule an appointment in order to take advantage of the “same day or you don’t pay” offer is not clear;
- C. The offer applies only when the consumer has no heat, no air conditioning, and/or no water;
- D. The offer does not apply during extreme weather conditions or on holidays or weekends;
- E. The offer only applies if the consumer is available to receive Corporate Defendants’ services all day; and
- F. The offer only applies if the consumer answers his or her phone at the time of dispatch.

92. Some, but not all, of the above-listed restrictions can be found on Corporate Defendants’ website. A true and correct screenshot of Corporate Defendants’ website as of at least January 15, 2020 displaying some (but not all) of the above-referenced restrictions on the “same day or you don’t pay” offer is attached hereto and incorporated herein as Exhibit E.

93. Corporate Defendants' "same day or you don't pay" offer has so many terms and restrictions that very few, if any, consumers have ever availed themselves of the offer.

94. Corporate Defendants advertise and/or warrant a **"100% Satisfaction"** guarantee to Pennsylvania consumers via a paper handout located in a folder provided to consumers who are serviced by Corporate Defendants. The folder also includes a copy of the consumer's contract. The "100% Satisfaction" guarantee reads, "Guarantee on all workmanship and products. We will come back at no additional cost until you are satisfied with our services." A true and correct copy of the aforementioned paper handout is attached hereto and incorporated herein as Exhibit F.

95. Corporate Defendants make similar representations to consumers in their **"Code of Ethics."** The Code of Ethics is located adjacent to the Notice of Cancellation, is attached to Corporate Defendants' contracts, and reads, in part, **"WE WILL MAKE Quality Service the trademark of the jobs we perform. If needed we will take care of callbacks with a minimum of inconvenience to our consumers. WE WILL STAND behind our work."** A true and correct example of Corporate Defendants' contracts and attached Notice of Cancellation and Code of Ethics is attached hereto and incorporated herein as Exhibit G.

96. In fact, with respect to many consumer contracts, Corporate Defendants did not honor its "100% Satisfaction" guarantee and/or the aforementioned statements in its "Code of Ethics." Instead, with respect to these consumers, Corporate Defendants refused to come back and re-service the consumers' properties until the consumers were satisfied. In fact, Corporate Defendants often tell consumers who are dissatisfied with Corporate Defendants' services that Corporate Defendants have performed the work it was contracted to perform and there is nothing more that Corporate Defendants can do for these consumers. Many other consumers have had to

call Corporate Defendants multiple times before Corporate Defendants would resolve the issue they were experiencing with Corporate Defendants' products or services, making the callbacks very inconvenient to these consumers. Many other consumers simply give up attempting to get Corporate Defendants to come back and satisfactorily complete the work when Corporate Defendants repeatedly fail to return their calls.

97. Corporate Defendants advertise that it provides consumers **"Price protection"** via a paper handout distributed to consumers. The "Price protection" guarantee reads, **"Our prices are fixed in a standard price book."**

98. In fact, Corporate Defendants' prices are not fixed, as Corporate Defendants will often drastically lower prices when bargaining for contracts with consumers.

99. Also regarding Corporate Defendants' pricing, Corporate Defendants' Code of Ethics states that Corporate Defendants **"WILL BE MINDFUL of the honest value received by the customer and [Corporate Defendants'] right to an ethical profit."**

100. In fact, Corporate Defendants often recommend costly work that has very little "honest value" to the consumer—such as "exploratory digs" or costly excavation work that is unnecessary and/or does not solve the consumers' plumbing problems. Furthermore, with the exception of the aforementioned Clog Crusher and other advertising offers that prompt consumers to initially call Corporate Defendants, Corporate Defendants' prices are often drastically higher than those of its competitors, indicating that Corporate Defendants' profits are, in fact, quite excessive and unethical.

101. Corporate Defendants' aforementioned Code of Ethics further states that Corporate Defendants' **"fees will be commensurate with the quality of the services we deliver and the responsibility we accept."** See Exhibit G.

102. In fact, Corporate Defendants evade accepting responsibility for many services it provides its customers by refusing to return consumers' phone calls and refusing to resolve consumers' complaints about their unsatisfactory goods or services.

103. Corporate Defendants' Code of Ethics also contains several other representations about the quality of its services and/or the nature of its business practices that are inconsistent with Corporate Defendants' actual business practices as alleged herein, including:

- A. "WE WILL SERVE our customers with integrity, competence, and objectivity."
- B. "WE WILL PERFORM our work to meet technical codes or better."
- C. "WE WILL RESPECT each customer's home and property and leave them as clean as we found them."
- D. "WE WILL NOT advertise our services in a deceptive manner."
- E. "WE WILL MAINTAIN a wholly professional attitude and behavior toward those we serve ... and the public at large."
- F. "WE WILL BE GOOD corporate citizens."

**Performing Home Improvement Projects and/or Contracts in a Shoddy,  
Unworkmanlike Manner and/or Failing to Honor Express Warranties  
(Corporate Defendants and Individual Defendant Gillece)**

104. The preceding paragraphs are incorporated herein as though fully set forth below.

105. In addition to the aforementioned statements regarding the quality of Corporate Defendants' services made on Corporate Defendants' website and Code of Ethics, Corporate Defendants' contracts include a "Service Technician Acknowledgement" stating that "[a]ll work [the technician has] done has been in compliance with company standards in a workmanship



manner, to building codes when applicable.” A true and correct example of Corporate Defendants’ contracts is attached hereto and incorporated herein as Exhibit H.

106. Corporate Defendant’s contracts also state that “[a]ll services performed and materials provided are subject to the attached Terms and Conditions.” The attached terms and conditions include the aforementioned Code of Ethics.

107. Finally, Corporate Defendants provide some consumers with a written, express warranty on Corporate Defendants’ services for a stated period of time, such as one year, five years, or a “limited lifetime.” These warranties are written on Corporate Defendants’ contract or invoice. The warranties are also provided in Corporate Defendants’ advertising materials. For example, Corporate Defendants’ Clog Crusher advertisement on its website states that the Clog Crusher comes with a “5 Year Guarantee” such that “[i]f the drain that [Corporate Defendants] attempt to clean again backs-up within five years of [the] original drain cleaning service, [Corporate Defendants] will return one time to attempt to perform the cleaning again at no charge!” See Exhibit B.

108. Despite Corporate Defendant’s aforementioned express statements made in its advertisements and contracts regarding the quality of Corporate Defendants’ services and/or Corporate Defendants’ express warranties on their services, with respect to many consumer contracts Corporate Defendants failed to perform or complete the contracts with ordinary skill and care, failed to perform or complete the contracts in a workmanlike manner, and/or failed to honor Corporate Defendants’ express written warranties.

**Making Materially False and/or Misleading Statements and/or Omissions**  
**Regarding the Basis for Defendants’ Pricing**  
**(Corporate Defendants and Individual Defendant Gillece)**

109. The preceding paragraphs are incorporated herein as though fully set forth below.

110. Corporate Defendants' prices for their goods and services are often drastically higher than those of its competitors.

111. With respect to some consumers who have questioned Corporate Defendants about the basis for their pricing, Corporate Defendants have represented or implied to these consumers that Corporate Defendants' pricing or methodology of pricing is mandated by Pennsylvania law and/or that Pennsylvania law prohibits Corporate Defendants from breaking down the costs of parts and labor.

112. With respect to some consumers who have questioned Corporate Defendants about the basis for its pricing, Corporate Defendants have refused to provide the consumers with itemized quotes breaking down the costs of parts and labor. In refusing to provide itemized quotes, Corporate Defendants have represented or implied that Pennsylvania's consumer protection laws and/or the Pennsylvania Office of Attorney General prohibit Corporate Defendants from charging consumers on the basis of parts and/or labor or require Corporate Defendants to charge consumers only via a flat rate.

113. In fact, neither the Pennsylvania Office of Attorney General nor Pennsylvania's consumer protection laws mandate flat-rate pricing or prohibit pricing that entails charging separately for parts and labor. In other words, neither the Pennsylvania Office of Attorney General nor Pennsylvania's consumer protection laws prohibit Corporate Defendants from providing itemized quotes to Pennsylvania consumers.

#### **Consumer Examples**

114. The preceding paragraphs are incorporated herein as though fully set forth below.

115. Set forth below are examples of consumer complaints evidencing the unfair and deceptive conduct of Defendants as alleged herein. These are examples only. Defendants have victimized or attempted to victimize many more consumers.

- A. On or about September 22, 2019, an Allegheny County resident experiencing a sewer back-up called Corporate Defendants. Individual Defendant Nikoula responded to the call and told the consumer that he could not clear the line because the consumer's house trap had collapsed. Individual Defendant Nikoula recommended that the consumer replace his house trap for \$7,732. The consumer sought a second opinion from another plumber, who found non-flushable wipes in the consumer's pipes and was able to clear the clog. The second plumber advised the consumer that nothing was wrong with the house trap. A camera inspection conducted by the Commonwealth on this consumer's house trap has revealed that it is not collapsed and is in good condition.
  
- B. In approximately December of 2016, an Allegheny County resident called Corporate Defendants to clear his sewer line. The technician for Corporate Defendants told the consumer that the technician could not unclog the consumer's pipes with a regular snake but needed to use a hydro jet, which would cost the consumer \$1,800. One day after the technician supposedly used the hydro jet, the consumer's sewer line backed up again. The consumer called Corporate Defendants back. This time, the technician told the consumer that his sewer line was collapsed and needed to be replaced for \$10,000 to \$20,000. Corporate Defendants' technician also told the consumer that if his pipes were not replaced, the consumer could be fined. The consumer called another plumbing company, who sent a technician who was able to unclog the consumer's sewer line using a snake. This second plumbing company pulled a foreign object out of the consumer's sewer line. The consumer has had no

problem with his sewer line since, despite not having his line replaced like Corporate Defendants' technician recommended.

C. On or about January 8, 2017, a resident of Westmoreland County called Corporate Defendants to unclog her sewer line. After purportedly unclogging the line, Individual Defendant Hackwelder conducted a camera inspection of the line and told the consumer's husband that their terra cotta pipes were shifted and therefore needed to be replaced. Individual Defendant Hackwelder quoted the consumer and her husband \$10,000 to replace the sewer line. The consumer couple declined to replace the pipes. Shortly after Corporate Defendants serviced the consumer's sewer line, the sewer line backed up again. The consumer called another plumber, who unclogged her pipes and informed the consumer that there was nothing wrong with the pipes. On May 20, 2020, the Commonwealth conducted a camera inspection of this consumer's pipes. The inspection revealed that although there is a shift in the pipes, the shift does not necessitate replacement. The consumer has not experienced any problems with the line since the second plumber properly cleared her clog, despite not replacing her pipes.

D. On or about August 8, 2019, a Westmoreland County couple called Corporate Defendants to clear a clog in their outside sewer line. Individual Defendant Nikoula told the couple that there was a crack in their pipe and if it was not repaired immediately their pipe would collapse, as would the road, resulting in approximately \$50,000 to \$70,000 in liability for the couple. The technician attempted to convince the couple to sign a contract to replace the pipes for \$11,000 and told them they would get a discount if they signed immediately. The couple refused and consulted with their township, whose officials discovered rocks in the consumers' sewer line. The officials found no crack in the consumers' sewer pipe. A camera inspection conducted by the Commonwealth on

May 20, 2020 also revealed that there is no crack in the sewer line and the line is in good condition. The consumer couple has had no problems with their line since their interaction with Corporate Defendants.

- E. On or about August 15, 2019, a Westmoreland County senior citizen experiencing a clogged sewer called Corporate Defendants for the Clog Crusher promotion. Corporate Defendants' technician told the consumer that he could not unclog her sewer pipes because her pipes did not have an access point and that her terra cotta pipes needed to be replaced. The technician quoted the consumer approximately \$6,208.26 for this work. The consumer sought second opinions from other plumbers, who resolved her plumbing problems by installing a clean out and unclogging her pipes for a total of only \$409.99.
- F. On or about September 26, 2018, Individual Defendant Hackwelder (while acting on behalf of Corporate Defendants) reported to the home of an Allegheny County senior citizen to unclog her sewer pipes. Individual Defendant Hackwelder told the consumer that he could not unclog her sewer pipes and that she needed to replace them for \$8,000 to \$11,000. The senior citizen consumer told Individual Defendant Hackwelder that she wanted to speak with her adult son. Although Individual Defendant Hackwelder insisted that such a consultation was not necessary, the consumer and Individual Defendant Hackwelder ultimately spoke with the consumer's son, who told Individual Defendant Hackwelder to refrain from having his mother sign a contract until he could come to her house and assess the situation himself. Individual Defendant Hackwelder represented to the consumer's son that he would not ask his mother to sign the contract. However, after hanging up with the consumer's son, the technician did ask that the consumer sign the contract with Corporate Defendants valued at \$8,173.16 and also had the consumer sign a form acknowledging that the consumer was "given the opportunity to consult

with [her] adult children, friends, relatives or others who may assist [her] with making decisions concerning their property.” Nowhere on the acknowledgment form does it state that the consumer’s son requested that the service technician wait for the son to assess the situation himself before his mother signed and that the service technician agreed. Furthermore, the consumer dated the acknowledgement “9-26-1918.” By the time the son arrived at his mother’s house that same day, Corporate Defendants were already digging on her property.

- G. On or about October 14, 2018, one of Corporate Defendants’ service technicians reported to the home of an Allegheny County senior citizen experiencing a sewer back-up. The technician conducted a camera inspection of the consumer’s outside sewer line from her house trap towards the street and found roots in the line. The technician gave the consumer two costly excavation options to resolve the root infiltration issue but did not give the consumer the option of routine maintenance, such as cutting or hydro jetting out the roots to clean out the line. The consumer told the service technician that she wanted to get multiple second opinions before she signed a contract. After the service technician asked the consumer whether she lived alone and the consumer confirmed that she did live alone, the service technician refused to leave the consumer’s home until she signed the contract. The service technician also threatened to report the consumer to the police if she did not agree to enter into a contract with Corporate Defendants to repair or replace her sewer pipes, suggesting that she would be fined for having roots in her sewer line. The consumer ultimately relented and signed a contract for a \$5,100 spot repair, which was scheduled to commence the following morning. After the technician left, the consumer called Corporate Defendant to inform them that she was cancelling her contract. The customer service representative for Corporate Defendant told the consumer that she would relay the consumer’s cancellation to the

operations team either that night or the next morning. Accordingly, the consumer reasonably believed that Corporate Defendants accepted the cancellation of her contract. However, the consumer came home from work the next day to find that workers for Corporate Defendants were on her property and had dug a hole in her driveway and removed the old pipes. When the consumer informed Corporate Defendants' workers that she had cancelled her contract and demanded that they fix her property at Corporate Defendants' expense, Corporate Defendants refused. The next day, October 16, 2018, the consumer took her signed Notice of Cancellation to Corporate Defendants' business location to deliver it in person. At first, Corporate Defendants' employee refused to open the door to allow the consumer to deliver her Notice of Cancellation. The consumer stood outside and ultimately the employee took her Notice of Cancellation. Corporate Defendants failed to provide the consumer with any recourse for the damage they caused to her property until the consumer filed a complaint with the Commonwealth in January of 2019.

- H. On or about Friday, February 21, 2020, a Westmoreland County resident contracted with Corporate Defendants for a part for his furnace at a cost of \$2,000. The consumer paid \$755 consisting of an \$89 trip fee and \$666 deposit on the price of the part. Corporate Defendants' technician told the consumer that the part would be in the following day. Without the part, the consumer had no heat in his home. The next day, Saturday, February 22, 2020, the consumer called Corporate Defendants to inquire about the status of the part and was told that it would not be in until Monday. Accordingly, the consumer told Corporate Defendants that he wanted to cancel the contract. Corporate Defendants told the consumer that if he cancelled the contract he would lose his deposit. Although the consumer reminded Corporate Defendants that he was cancelling within the three-day cancellation period, Corporate Defendants still insisted that the consumer would lose his deposit. The consumer subsequently executed

and submitted the Notice of Cancellation to Corporate Defendants within three business days; however, Corporate Defendants failed to refund the consumer his deposit until he filed two complaints with the BBB, which was well after ten (10) business days of Corporate Defendants' receipt of the Notice of Cancellation.

- I. In approximately July of 2016, a technician acting on behalf of Corporate Defendants reported to the home of an Allegheny County resident to clean her sewer pipes. The technician told the consumer that she needed to replace a spot of sewer pipes under her front yard at a cost of \$8,000 to \$10,000. The technician told her she needed to replace the pipes immediately or else she could lose her house because her township could fine her \$10,000 per day. Corporate Defendants' technician also told the consumer that her township would not allow her to conduct the work herself. The consumer refused to sign that contract and ultimately called her township, who informed the consumer that the township would not fine her for an allegedly cracked pipe and that the township would permit her to do the work herself.
- J. On or about June 28, 2018, a service technician acting on behalf of Corporate Defendants reported to the home of an Allegheny County resident to unclog her sewer pipes. The service technician told the consumer he could not unclog her sewer pipe and recommended an "exploratory dig" (including a spot repair) of her front yard for approximately \$8,000. The consumer signed the contract and Corporate Defendants began the plumbing work the next day. In the process of replacing her sewer pipes, Corporate Defendants broke the consumer's retaining wall in her front yard. Corporate Defendants also failed to properly backfill the trench dug for the spot repair, leaving that portion of the consumer's yard significantly sunken. Following this repair, the consumer continued to have sewer back-ups. Accordingly, in January of



2019, the consumer asked Corporate Defendants to come back to evaluate why she was continuing to have back-ups despite paying Corporate Defendants approximately \$8,000 for the spot repair. At this time, the service technician told the consumer that she needed a new fitting for a drain in her basement floor for an additional \$5,000. The consumer signed the contract for this additional work, which Corporate Defendants performed, yet the consumer continued to have sewer back-ups after this second repair was made. Over the course of the next several months, the consumer repeatedly called Corporate Defendants to discuss some form of recourse for her broken retaining wall, sunken yard, and Corporate Defendant's failure to fix her sewer line. A customer service representative for Corporate Defendant repeatedly told the consumer that someone would call her back; yet Corporate Defendant failed to return her phone calls until the consumer filed a complaint with the BBB in May of 2019, at which point Corporate Defendants compensated the consumer for the broken retaining wall only. Corporate Defendants have not remedied the other issues with the work done in this consumer's front yard or refunded the consumer for the fitting she did not need in her basement. A camera inspection of Corporate Defendants' replacement on this property conducted by the Commonwealth on May 26, 2020 revealed that Corporate Defendants did not complete the work in the front yard in a workmanlike manner, as the new pipe was holding a significant amount of water and was not properly connected to the old system. Also, Corporate Defendants failed to properly backfill the hole, leaving her front yard sunken.

- K. On or about Friday, July 13, 2018, a technician for Corporate Defendants reported to the home of an Allegheny County couple to unclog their sewer pipes. After clearing the clog, the technician told the consumers that they had a broken pipe and if they did not replace it their sewer would back up again immediately. Feeling panicked by the technician's sales tactics, the

consumers signed a contract with Corporate Defendants to replace their sewer pipes at a cost of \$14,499.95. Corporate Defendants commenced the work the following day by digging a hole in the consumers' yard. On Sunday, July 15, 2018, the consumer couple sent a text message to Corporate Defendants' technician telling him not to come back on Monday because they wanted to cancel the contract. The technician insisted that he had to come back on Monday to fill the hole in the yard. On Monday, July 16, 2018, the consumers delivered an executed Notice of Cancellation to Corporate Defendants' business location. The consumer couple asked a family member to watch their property while delivering the Notice of Cancellation to ensure that Corporate Defendants did not come onto their property. Nevertheless, the consumer couple returned home to find that Corporate Defendants' workers had trespassed onto their property. Despite the consumers' repeated requests for Corporate Defendants' workers to leave their property, the workers refused to leave until they could fill the hole. The consumer couple had to call the police to have Corporate Defendants' workers removed from their property. Furthermore, Corporate Defendants threatened to file a mechanic's lien on their home for the service of digging the trench on their property and reported the consumers to the Occupational Safety and Health Administration ("OSHA") for having an open trench on their own private property. Corporate Defendants' subsequently sued this consumer couple for \$6,770.40 (which Corporate Defendants alleged was the value of their services for digging the hole) plus their costs of bringing the lawsuit.

#### **COUNT I – VIOLATIONS OF THE CONSUMER PROTECTION LAW**

##### **Engaging in Unfair Methods of Competition and Unfair or Deceptive Acts or Practices by Misrepresenting the Need for Repairs and/or Replacements and Deceiving Consumers About the Circumstances Evidencing the Purported Need for Repairs and/or Replacements (All Defendants)**

116. The preceding paragraphs are incorporated herein as though fully set forth below.

117. Section 201-3 of the Consumer Protection Law declares unlawful “[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce...” 73 P.S. § 201-3.

118. Defendants have violated Section 201-3 of the Consumer Protection Law by engaging in the following conduct:

- A. Defendants knowingly misrepresented to consumers that the consumers’ plumbing, heating, cooling, or electrical equipment (including but not limited to sewer pipes, furnaces, air conditioners, and water heaters) were in need of servicing, replacement, and/or repairs when such servicing, replacement, and/or repairs were not needed;
- B. Defendants made material misrepresentations and/or material omissions of fact to consumers in connection with the sale of goods and/or services; and
- C. Defendants made materially misleading statements to consumers in connection with the sale of goods and/or services.

119. The aforementioned acts and practices constitute unfair methods of competition and/or unfair acts or practices as prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2 of said Law, including without limitation:

- A. Knowingly misrepresenting that services, replacements or repairs are needed if they are not needed, in violation of Section 201-2(4)(xv); and
- B. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, in violation of Section 201-2(4)(xxi).

73 P.S. §§ 201-3 and 201-2(4) (xv) and (xxi).

120. The above described conduct has been willful and is unlawful under Section 201-3 of the Consumer Protection Law, 73 P.S. § 201-3.

121. 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.

**PRAYER FOR RELIEF**

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

- A. Declaring Defendants' conduct, as set forth in this Complaint, to be in violation of the Consumer Protection Law;
- B. Directing Defendants to comply with the Consumer Protection Law and any amendments thereto;
- C. Directing Defendants, pursuant to Section 201-4.1 of the Consumer Protection Law, 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;
- D. 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, and three thousand dollars (\$3,000.00) for each such violation involving a victim age sixty (60) or older;

- E. Enjoining Defendants from registering as a home improvement contractor and/or submitting an application under HICPA;
- F. Enjoining Defendants from engaging in the home improvement business, including advertising, offering for sale and selling home improvement services; and
- G. Granting such other relief as the Court deems necessary and appropriate.

## **COUNT II – VIOLATIONS OF THE CONSUMER PROTECTION LAW**

### **Engaging in Unfair Methods of Competition and Unfair or Deceptive Acts or Practices by Using High Pressure Sales and Scare Tactics Including Making Material Misrepresentations and/or Omissions Regarding the Urgency of Repairs/Replacements (All Defendants)**

122. The preceding paragraphs are incorporated herein as though fully set forth below.

123. Section 201-3 of the Consumer Protection Law declares unlawful “[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce ...” 73 P.S. § 201-3.

124. Defendants have violated Sections 201-3 of the Consumer Protection Law by engaging in sales tactics that attempt to break down the consumers’ sales resistance by arousing unwarranted fear, alarm, and/or confusion amongst the consumer, including but not limited to the following conduct:

- A. Defendants misrepresented to consumers that if the home improvement work Defendants recommend is not commenced immediately the consumers may face serious financial consequences, including fines and other potential financial liability;

- B. Defendants misrepresented to consumers that if the home improvement work Defendants recommend is not commenced immediately the consumers may face serious health hazards;
- C. Defendants fail to make a good faith effort to unclog consumers' sewer pipes, including but not limited to by failing to utilize a snake cutter other than the basic starting cutter; and
- D. Defendants have insisted on commencing work on home improvement contracts even when the consumers express a desire to have more time to consider the home improvement contracts.

125. The aforesaid acts and practices constitute unfair methods of competition and/or unfair or deceptive acts or practices as prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2 of said Law; specifically, engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, in violation of Section 201-2(4)(xxi). 73 P.S. § 201-3 and § 201-2(4)(xxi).

126. The above described conduct has been willful and is unlawful under Section 201-3 of the Consumer Protection Law, 73 P.S. § 201-3.

127. 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.

#### **PRAYER FOR RELIEF**

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

- A. Declaring Defendants' conduct, as set forth in this Complaint, to be in violation of the Consumer Protection Law;
- B. Directing Defendants to comply with the Consumer Protection Law and any amendments thereto;
- C. Directing Defendants, pursuant to Section 201-4.1 of the Consumer Protection Law, 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;
- D. 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, and three thousand dollars (\$3,000.00) for each such violation involving a victim age sixty (60) or older;
- E. Enjoining Defendants from registering as a home improvement contractor and/or submitting an application under HICPA;
- F. Enjoining Defendants from engaging in the home improvement business, including advertising, offering for sale and selling home improvement services; and
- G. Granting such other relief as the Court deems necessary and appropriate.

**COUNT III – VIOLATIONS OF HICPA AND THE CONSUMER PROTECTION LAW**

**Rejecting Timely Efforts to Cancel Contracts**  
**(Corporate Defendants and Individual Defendant Gillece)**

128. The preceding paragraphs are incorporated herein as though fully set forth below.

129. Section 517.7(b) of HICPA provides that “[a]n individual signing a home improvement contract ... shall be permitted to rescind the contract without penalty ... within three business days of the date of signing.” 73 P.S. § 517.7(b).

130. Section 517.10 of HICPA provides that a violation of any provision of HICPA shall be deemed a violation of the Consumer Protection Law. 73 P.S. § 517.10.

131. Section 201-7(a) of the Consumer Protection Law requires that, for contracts having a sale price of twenty-five dollars (\$25) or more contracted to be sold at the buyer’s residence, the consumer may rescind the contract or sale within three business days. 73 P.S. § 201-7(a).

132. Section 201-7(f) of the Consumer Protection Law provides that the “[s]eller shall not misrepresent in any manner the buyer’s right to cancel,” 73 P.S. § 201-7(f).

133. Section 201-7(g) of the Consumer Protection Law provides that “[a]ny valid notice of cancellation by a buyer shall be honored and within ten business days after the receipt of such notice, sellers shall (i) refund all payments made under the contract or sale,” 73 P.S. § 201-7(g).

134. Section 201-7(j.1) of the Consumer Protection Law provides that the aforementioned right to cancel within three full business days may only be waived through the execution of a valid emergency work authorization form. 73 P.S. § 201-7(j.1).

135. Corporate Defendants and Individual Defendant Gillece violated Section 517.7(b) of HICPA and Sections 201-7(a), 201-7(f), 201-7(g), and 201-7(j.1) of the Consumer Protection Law by engaging in the following conduct:



- A. Corporate Defendants and Individual Defendant Gillece failed to refund all payments made under at least one contract within ten business days after receipt of a valid notice of cancellation;
- B. Corporate Defendants and Individual Defendant Gillece rejected consumers' timely efforts to cancel contracts, including but not limited to by commencing contracts related to some consumers who informed Defendants that they were cancelling said contracts;
- C. Corporate Defendants and Individual Defendant Gillece misrepresented to some consumers who cancelled contracts verbally that their verbal requests to cancel would be honored; and
- D. Corporate Defendants and Individual Defendant Gillece penalized some consumers who cancelled home improvement contracts within three days of signing, including but not limited to by: trespassing on and/or refusing to leave the consumers' property until trenches are filled, even when the filling of such trenches would make the consumers' homes uninhabitable; by reporting at least one consumer to OSHA; and/or by threatening to take legal action against such consumers.

136. The aforementioned acts and practices constitute unfair methods of competition and/or unfair or deceptive acts or practices as prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2 of said Law; specifically, engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, in violation of Section 201-2(4)(xxi). 73 P.S. § 201-3 and § 201-2(4)(xxi).

137. The above described conduct has been willful and is unlawful under Section 201-3 of the Consumer Protection Law, 73 P.S. § 201-3.

138. 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.

**PRAYER FOR RELIEF**

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

- A. Declaring the conduct of Corporate Defendants and Individual Defendant Gillece, as set forth in this Complaint, to be in violation of the Consumer Protection Law and HICPA;
- B. Directing Corporate Defendants and Individual Defendant Gillece to comply with the Consumer Protection Law and any amendments thereto;
- C. Directing Corporate Defendants and Individual Defendant Gillece, pursuant to Section 201-4.1 of the Consumer Protection Law, 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;
- D. Directing Corporate Defendants and Individual Defendant Gillece, 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 and HICPA, and three

thousand dollars (\$3,000.00) for each such violation involving a victim age sixty (60) or older;

- E. Enjoining Corporate Defendants and Individual Defendant Gillece from registering as a home improvement contractor and/or submitting an application under HICPA;
- F. Enjoining Corporate Defendants and Individual Defendant Gillece from engaging in the home improvement business, including advertising, offering for sale and selling home improvement services; and
- G. Granting such other relief as the Court deems necessary and appropriate.

#### **COUNT IV – VIOLATIONS OF THE CONSUMER PROTECTION LAW**

##### **Deceptive Advertising** **(Corporate Defendants and Individual Defendant Gillece)**

139. The preceding paragraphs are incorporated herein as though fully set forth below.

140. Section 201-3 of the Consumer Protection Law declares unlawful “[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce...” 73 P.S. § 201-3.

141. Corporate Defendants and Individual Defendant Gillece have violated Section 201-3 of the Consumer Protection Law by engaging in the following conduct:

- A. Corporate Defendants and Individual Defendant Gillece utilize advertising, marketing and/or promotional materials that make materially false and/or misleading statements and/or omissions of fact regarding Corporate Defendants’ goods, services, pricing, and/or business practices;

- B. Corporate Defendants and Individual Defendant Gillece make advertising offers without clearly and conspicuously disclosing the material terms and restrictions on the offers;
- C. Corporate Defendants and Individual Defendant Gillece make advertising offers without even clearly and conspicuously disclosing the fact that material restrictions apply to the offers; and
- D. Corporate Defendants and Individual Defendant Gillece make offers that contain so many terms and restrictions that few, if any, consumers are able to avail themselves of the offers.

142. The aforementioned acts and practices constitute unfair methods of competition and/or unfair acts or practices as prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2 of said Law, including without limitation:

- A. Advertising goods or services with intent not to sell them as advertised, in violation of Section 201-2(4)(ix); and
- B. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, in violation of Section 201-2(4)(xxi).

73 P.S. §§ 201-3 and 201-2(4)(ix) and (xxi).

143. The above described conduct has been willful and is unlawful under Section 201-3 of the Consumer Protection Law, 73 P.S. § 201-3.

144. 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.

**PRAYER FOR RELIEF**

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

- A. Declaring the conduct of Corporate Defendants and Individual Defendant Gillece, as set forth in this Complaint, to be in violation of the Consumer Protection Law;
- B. Directing Corporate Defendants and Individual Defendant Gillece to comply with the Consumer Protection Law and any amendments thereto;
- C. Directing Corporate Defendants and Individual Defendant Gillece, pursuant to Section 201-4.1 of the Consumer Protection Law, 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;
- D. Directing Corporate Defendants and Individual Defendant Gillece, 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, and three thousand dollars (\$3,000.00) for each such violation involving a victim age sixty (60) or older;
- E. Enjoining Corporate Defendants and Individual Defendant Gillece from registering as a home improvement contractor and/or submitting an application under HICPA;

F. Enjoining Corporate Defendants and Individual Defendant Gillece from engaging in the home improvement business, including advertising, offering for sale and selling home improvement services; and

G. Granting such other relief as the Court deems necessary and appropriate.

**COUNT V – VIOLATIONS OF THE CONSUMER PROTECTION LAW AND HICPA**

**Performing Home Improvement Projects and/or Contracts in a Shoddy, Unworkmanlike Manner and/or Failing to Honor Express Warranties**  
**(Corporate Defendants and Individual Defendant Gillece)**

145. The preceding paragraphs are incorporated herein as though fully set forth below.

146. Corporate Defendants and Individual Defendant Gillece make express representations in Corporate Defendants' advertising materials and contracts regarding the quality of services Corporate Defendants provide to consumers. These express representations include but are not limited to:

- A. Corporate Defendants' written representation in its Clog Crusher advertisement that it would provide "quality" snaking services including that its plumbers are "experts at clearing clogs with quick assessment, professional service and top notch equipment," *see* Exhibit B;
- B. Corporate Defendants' written representation in its contracts that all work is done "in a workmanship manner," *see* Exhibit H;
- C. Corporate Defendants' written representation on its Code of Ethics that it will perform its work "to meet technical codes or better," *see* Exhibit H;
- D. Corporate Defendants' written representation on its Code of Ethics that it will "explore each customer situation to sufficient detail and gather sufficient facts to gain an understanding of the problems, the scope of

assistance needed, and the possible benefits our service and technical recommendations may provide our customers,” *see* Exhibit H;

- E. Corporate Defendants’ written representation on its Code of Ethics that it will “respect each customer’s home and property and leave them as clean as we found them,” *see* Exhibit H;
- F. Corporate Defendants’ written representation on its Code of Ethics that it will “assign technical and support personnel to each job in accord with experience, knowledge, and expertise,” *see* Exhibit H;
- G. Corporate Defendants’ written representation on its Code of Ethics that it will “perform jobs for which we are qualified by our experience and technical competence,” *see* Exhibit H; and
- H. Corporate Defendants’ representations on its website that its jobs are “done right, the first time.”

147. Under Section 517.9(5) of HICPA, no home improvement contractor “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).

148. Corporate Defendants and Individual Defendant Gillece violated Section 517.9(5) of HICPA and the Consumer Protection Law by abandoning and, without justification, failing to perform home improvement contracts or projects that Defendants had engaged in or undertaken resulting in work that was shoddy, unworkmanlike, and contrary to Corporate Defendants’ aforementioned advertising representations and express representations in Corporate Defendants’ contracts regarding the quality of services Corporate Defendants provide to consumers.

149. Under Section 517.9(6) of HICPA, no home improvement contractor shall deviate from or disregard specifications, in any material respect, without a written change order dated and signed by both the contractor and owner. 73 P.S. § 517.9(6).

150. Corporate Defendants and Individual Defendant Gillece violated Section 517.9(6) of HICPA and the Consumer Protection Law by deviating from and disregarding the aforementioned specifications set forth in the consumers' contracts or Corporate Defendants' advertisements without a written change order.

151. Section 517.10 of HICPA states that a violation of HICPA is deemed a violation of the Consumer Protection Law. 73 P.S. § 517.10.

152. The aforesaid acts and practices constitute unfair methods of competition and/or unfair or deceptive acts or practices as prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2 of said Law, including without limitation:

- A. 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, in violation of Section 201-2(4)(v);
- B. Representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another, in violation of Section 201-2(4)(vii);
- C. 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, in violation of Section 201-2(4)(xiv);
- D. 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, in violation of Section 201-2(4)(xvi); and



- E. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, in violation of Section 201-2(4)(xxi).

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

153. The above described conduct has been willful and is unlawful under Section of the Consumer Protection Law, 73 P.S. § 201-3.

154. The Commonwealth believes that the citizens of the Commonwealth are suffering and will continue to suffer unless the acts and practices complained of herein are permanently enjoined.

#### **PRAYER FOR RELIEF**

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

- A. Declaring the conduct of Corporate Defendants and Individual Defendant Gillece, as set forth in this Complaint, to be in violation of the Consumer Protection Law and HICPA;
- B. Directing Corporate Defendants and Individual Defendant Gillece to comply with the Consumer Protection Law, and any amendments thereto;
- C. Directing Corporate Defendants and Individual Defendant Gillece, pursuant to Section 201-4.1 of the Consumer Protection Law, 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;
- D. Directing Corporate Defendants and Individual Defendant Gillece, 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 and HICPA, and three thousand dollars (\$3,000.00) for each such violation involving a victim age sixty (60) or older;

- E. Enjoining Corporate Defendants and Individual Defendant Gillece from registering as a home improvement contractor and/or submitting an application under HICPA;
- F. Enjoining Corporate Defendants and Individual Defendant Gillece from engaging in the home improvement business, including advertising, offering for sale and selling home improvement services; and
- G. Granting such other relief as the Court deems necessary and appropriate.

#### **COUNT VI – VIOLATIONS OF THE CONSUMER PROTECTION LAW**

##### **Making Materially False and/or Misleading Statements and/or Omissions about the Basis for Defendants' Pricing** **(Corporate Defendants and Individual Defendant Gillece)**

155. The preceding paragraphs are incorporated herein as though fully set forth below.

156. Section 201-3 of the Consumer Protection Law declares unlawful “[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce...” 73 P.S. § 201-3.

157. Corporate Defendants and Individual Defendant Gillece have violated Section 201-3 of the Consumer Protection Law by engaging in the following conduct:

- A. Corporate Defendants and Individual Defendant Gillece misrepresented to consumers that Pennsylvania consumer protection laws and/or the Pennsylvania Office of Attorney General prohibit Corporate Defendants

from charging consumers on the basis of parts and labor or prohibit  
Corporate Defendants from providing consumers with itemized invoices;

B. Corporate Defendants and Individual Defendant Gillece misrepresented to  
consumers that Pennsylvania consumer protection laws and/or the  
Pennsylvania Office of Attorney General mandate that Corporate  
Defendants use flat-rate or flat-task pricing; and

C. Corporate Defendants and Individual Defendant Gillece failed to disclose  
to consumers the basis of Corporate Defendants' pricing, including but not  
limited to the wholesale price of Corporate Defendants' parts.

158. The aforementioned acts and practices constitute unfair methods of competition  
and/or unfair or deceptive acts or practices as prohibited by Section 201-3 of the Consumer  
Protection Law, as defined by Section 201-2 of said Law; specifically, engaging in any other  
fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding,  
in violation of Section 201-2(4)(xxi). 73 P.S. § 201-3 and § 201-2(4)(xxi).

159. The above described conduct has been willful and is unlawful under Section 201-  
3 of the Consumer Protection Law, 73 P.S. § 201-3.

160. 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.

#### **PRAYER FOR RELIEF**

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

- A. Declaring the conduct of Corporate Defendants and Individual Defendant Gillece, as set forth in this Complaint, to be in violation of the Consumer Protection Law;
- B. Directing Corporate Defendants and Individual Defendant Gillece to comply with the Consumer Protection Law and any amendments thereto;
- C. Directing Corporate Defendants and Individual Defendant Gillece, pursuant to Section 201-4.1 of the Consumer Protection Law, 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;
- D. Directing Corporate Defendants and Individual Defendant Gillece, 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, and three thousand dollars (\$3,000.00) for each such violation involving a victim age sixty (60) or older;
- E. Enjoining Corporate Defendants and Individual Defendant Gillece from registering as a home improvement contractor and/or submitting an application under HICPA;
- F. Enjoining Corporate Defendants and Individual Defendant Gillece from engaging in the home improvement business, including advertising, offering for sale and selling home improvement services; and
- G. Granting such other relief as the Court deems necessary and appropriate.

Date: September 1, 2020

Respectfully submitted,

COMMONWEALTH OF PENNSYLVANIA  
JOSH SHAPIRO  
ATTORNEY GENERAL

A handwritten signature in black ink, appearing to read "Jill T. Ambrose". The signature is fluid and cursive, with the first name "Jill" being more prominent.

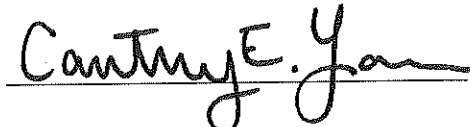
Jill T. Ambrose, PA 323549  
(Email: [jambrose@attorneygeneral.gov](mailto:jambrose@attorneygeneral.gov))  
(Phone: 412-565-3050)  
Jesse F. Harvey, PA 63435  
(Email: [jharvey@attorneygeneral.gov](mailto:jharvey@attorneygeneral.gov))  
(Phone: 412-565-2883)  
*Senior Deputy Attorneys General*

Kevin R. Green, PA 321643  
(Email: [kgreen@attorneygeneral.gov](mailto:kgreen@attorneygeneral.gov))  
(Phone: 412-235-9078)  
*Deputy Attorney General*

Attorneys for Plaintiff  
Commonwealth of Pennsylvania  
Office of Attorney General  
1251 Waterfront Place, M Level  
Pittsburgh, PA 15222

**VERIFICATION**

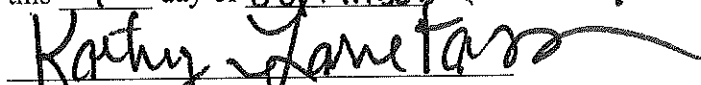
I, Courtney E. Larocca, being duly sworn according to law, hereby state that I am a Consumer Protection Agent with the Pennsylvania Office of Attorney General, Pittsburgh Regional Office, and that I am authorized to make this verification on behalf of the Plaintiff, and that the facts in the foregoing Complaint are true and correct to the best of my knowledge, information, and belief.

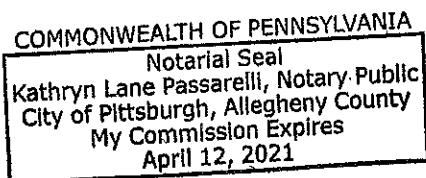


Courtney E. Larocca  
Consumer Protection Agent

Sworn and Subscribed to before me

this 1 day of September 2020.

  
Notary Public (SEAL)



**IN THE COURT OF COMMON PLEAS FOR ALLEGHENY COUNTY,  
PENNSYLVANIA**

COMMONWEALTH OF PENNSYLVANIA  
OFFICE OF ATTORNEY GENERAL,  
By Attorney General Josh Shapiro

CIVIL DIVISION

Plaintiff,

GD No. \_\_\_\_\_

v.

GILLECE SERVICES, LP d/b/a  
GILLECE PLUMBING, HEATING, COOLING,  
AND ELECTRICAL INC.,  
GILLECE PLUMBING AND HEATING, INC.,  
ROOTER-MEDIC, and ELECTRIC MEDIC,

GILLECE PLUMBING AND HEATING, INC.,

THOMAS J. GILLECE, Individually and as Owner  
of GILLECE SERVICES, LP, GILLECE  
ENERGY LP, and GILLECE PLUMBING AND  
HEATING, INC.,

JAMES F. HACKWELDER, Individually and as  
Service Manager for Gillece Services, LP,

And

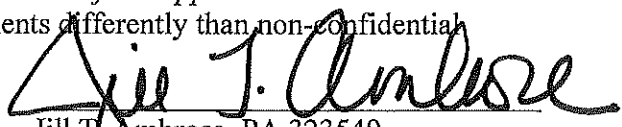
JOSEPH A. NIKOULA, Individually and as Field  
Supervisor for Gillece Services, LP,

Defendants.

**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: September 1, 2020

  
Jill T. Ambrose, PA 323549

Senior Deputy Attorney General

Office of Attorney General

1251 Waterfront Place, Mezzanine Level

Pittsburgh, PA 15222

# **Exhibit A**





COMMONWEALTH OF PENNSYLVANIA  
OFFICE OF ATTORNEY GENERAL

Bureau of Consumer Protection  
6th Floor, Manor Complex  
564 Forbes Avenue  
Pittsburgh, Pennsylvania 15219  
412.880.0103

December 17, 2015

John Linkosky, Esquire  
John Linkosky & Associates  
715 Washington Avenue  
Carnegie, Pennsylvania 15106

Re: \*\*\*\*\*WARNING LETTER\*\*\*\*\*

Issued by the Commonwealth of Pennsylvania, Bureau of Consumer Protection, to Gillece Services, LP, and Gillece Plumbing and Heating, Inc., d/b/a A Gillece Plumbing and Heating Co., Inc., Gillece Plumbing, Heating, Cooling & Electrical, Inc., and Rooter Medic, concerning violations of the Unfair Trade Practices and Consumer Protection Law, the Home Improvement Consumer Protection Act, the Fictitious Names Act, the Telemarketer Registration Act, and the Solicitation of Funds for Charitable Purposes Act – BCP File No. 2009000000011C

Dear Mr. Linkosky,

As you are aware, the Office of Attorney General, Bureau of Consumer Protection ("Bureau") has undertaken a review of your above referenced clients' (collectively, "Gillece") business practices, in connection with filed consumer complaints.

The purpose of the review was to determine Gillece's compliance with the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. § 201-1, *et seq.* ("Consumer Protection Law"), the Home Improvement Consumer Protection Act, 73 P.S. § 517.1, *et seq.* ("HICPA"), the Telemarketer Registration Act, 73 P.S. § 2241, *et seq.* ("Telemarketer Act"), and the Solicitation of Funds for Charitable Purposes Act, 10 P.S. § 162.1 *et seq.* ("Charities Act") and the Fictitious Names Act, 54 Pa.C.S. § 301, *et seq.* ("FNA").

On October 15, 2015, when Senior Deputy Attorney General Jesse F. Harvey, Agent Supervisor Kate Passarelli and I met with you and representatives of Gillece; specifically, Tom Gillece, Sr., President of Gillece Services, Chief Financial Officer Donald Ross, and Tom Eshenbaugh, we outlined in detail the violations of the statutes, referenced above, which our investigation revealed, based upon consumer complaints and our undercover investigation. In

turn, your clients articulated the actions they had taken to address past violative conduct and pledged their commitment to future remedial steps to address these issues going forward.

With regard to specific areas of concern addressed during our meeting, it is our understanding that Gillece has committed to the following:

1. Gillece will continue to mediate in good faith all new complaints and approximately thirty-five (35) unresolved consumer complaints.
2. Gillece will continue training employees regarding consumer laws and compliance with said laws.
3. Gillece will not endorse, encourage or allow employees to use "scare tactics" to convince consumers to enter into contracts. Note, consistent with Gillece's obligation to disclose material facts as discussed below, we anticipate that any diagnoses of dangerous conditions jeopardizing the health or safety of consumers or the household, must be thoroughly documented.
4. Gillece will not routinely seek waivers of the Consumer's three day right to cancel by requiring that consumers execute an Emergency Authorization Waiver.
5. Gillece will verbally notify consumers that they may cancel a contract within three business days, as required by Section 201-7(d). For meaningful exercise of that right, Gillece must provide consumers with the appropriate notices of their right to rescind contracts as required by Section 201-7 of the Consumer Protection Law, including the separate "Notice of Cancellation" form, completed, in duplicate, with the correct computation of the final date to cancel, as required by Section 201-7(b)(2).
6. Gillece will, prior to commencing work, execute a valid contract for the services to be rendered, using legible handwriting and clear terms disclosing the scope and cost of the proposed work. Again, this obligation is consistent with your clients' duty to disclose material facts in advance of performance.
7. Gillece will, prior to executing a contract, clearly and conspicuously inform consumers of the material terms of any warranties being offered, including; the warranty's cost, coverage, exclusions, length, claims process and transferability upon sale of the residence. As noted below, we are concerned that there is confusion regarding warranty terms, not only among consumers who are the beneficiaries of these warranties, but also internally at Gillece.
8. For contracts exceeding \$5,000.00, Gillece will limit its deposit to one-third of the contract price.
9. Gillece will fully comply with the FNA by registering its fictitious names with the Department of State and listing these registered names with the Bureau in its HICPA registration record; or cease using the variety of fictitious names Gillece uses on its website that are not listed with the Department of State and the Bureau.

Additionally, and consistent with your continuing obligation to comply with the Consumer Protection Law, be advised that the failure to disclose material facts has been held to constitute a violation of said law. Commonwealth v. Bell Telephone Co., 121 Pa. Commw. 642, 647, 551 A.2d 602, 604 (1988). The requirement to disclose material facts is particularly germane to three problem areas identified during the course of our meeting; namely, the alleged use of "scare tactics" in relation to diagnostic efforts, allegations of confusion regarding costs and scope of work, and the terms of warranties.

The Bureau's concern regarding what we have termed "scare tactics" arises from consumer complaints that your technicians misrepresented that consumer safety was in imminent jeopardy and repairs were therefor immediately necessary. At the meeting, Mr. Gillece voiced surprise and disapproval that such tactics were used. However, over the course of our investigation, we transmitted numerous consumer complaints regarding misdiagnosis and the use of "scare tactics." We underscored this problem by sharing our experience during an undercover operation.

Therefore, with regard to the need to prevent "scare tactics" and to provide only needed services, it is our expectation that Gillece, when making recommendations based upon diagnostic tests, will disclose material information, such as the nature and results of those tests, to consumers in a clear and conspicuous manner in advance of performing any recommended repair. As I discussed with Tom Eshenbaugh, shortly after the meeting, technician claims of pending catastrophe, should probably be reported to law or code enforcement personnel and the applicable utility company.

Likewise, price and the nature of the work to be performed are material terms in all contracts and must be clearly and conspicuously disclosed in advance of performance. Therefore, when incorporating the specifications from a proposal or option-sheet presented to the consumer during contract negotiations, it is our expectation that Gillece will provide legible specifications and price on the final, executed contract. Please note that HICPA provides that if additional work is needed beyond the executed contract, the parties must execute a second contract or a written change order that complies with HICPA. Additionally, if the consumer wishes to accept a technician's offer of inspection services in addition to those requested services, the Bureau recommends that these should all be included in the description of contract services to be provided.

Similarly, to the extent that price related promotions (e.g., "same day or you don't pay," free camera inspections, drain/sewer clean-out specials, or seasonal specials/tune ups) are advertised by Gillece, it is anticipated that Gillece will inform consumers in advance of any agreement to provide services of any preconditions or time limitations of the offer and whether there are any additional fees.

Finally, with regard to warranties, based on our discussion at the meeting, during which there appeared to be divergent opinions among your client's representatives regarding material warranty terms, the Bureau believes it is imperative that Gillece review its current and previously offered warranties and how the terms of these warranties are disclosed to consumers. In this regard, we anticipate that you will provide the Bureau with a clear statement of your warranty

John Linkosky, Esquire  
Re: Warning Letter to Gillice Services, LP & Gillice Plumbing and Heating  
12/17/2015  
Page 4

terms and conditions, beginning with those offered in 2009 to the present. This will aid the Bureau with future complaints. We request that you provide us with this information by January 10, 2016.

Based upon the above commitments, this letter will constitute official notice to your client that our investigation revealed violations of the referenced laws; and of the on-going requirement to comply with these and other pertinent provisions of HICPA, the FNA, the Telemarketer Act, the Charities Act and the Consumer Protection Law.

Be advised that violations of HICPA and the Telemarketer Act are deemed violations of the Consumer Protection Law. See, 73 P.S. § 517.10 and 73 P.S. § 2246(a). As a result, each violation of these laws will subject your client to civil penalties of up to \$1,000.00; or up to \$3,000.00 for those involving consumers sixty years of age or older. See, 73 P.S. 201-8. Further, the Bureau may seek injunctive relief to prevent violations of these laws. See, 73 P.S. § 201-4 of the Consumer Protection Law.

The issuance of this letter does not preclude our office from revisiting prior alleged violations and taking enforcement action if deemed warranted. Likewise, additional violations will be deemed willful and intentional, and will subject your client to legal action and resulting civil penalties and injunctive relief.

Thank you in advance for your attention to this matter. Please contact me with any questions you may have regarding this warning letter.

Sincerely,



M. Susan Ruffner  
Deputy Attorney General

# **Exhibit B**

## Gillece's \$93 or Free Clog Crusher™ Mainline Sewer or Floor Drain Unclogging and Cleaning

Floor drain or mainline sewer backing up quickly? Don't drown in your troubles – contact us ASAP for an immediate Clog Crushing™ service call!

### No Cost If We Can't Open

If Gillece can't unclog your clog with our mainline sewer /floor drain cleaning special, you don't pay!\*

### 5 Year Guarantee

We guarantee our drain or sewer Clog Crusher for 5 Years (1 Return Limited Warranty). If a drain that we attempt to clean again backs-up within five years of our original drain cleaning service, we will return one time to attempt to perform the cleaning again at no charge!

### AVAILABLE WHEN YOU GET A CLOG!

Gillece is open all year round – we never close. We answer our phones day and night around-the-clock – and a Gillece Technician will come to your home to crush your clog, no matter how big or small – regardless of the day or the time.

### WE GET TO YOU FAST AND ASAP!

We schedule your service immediately and work around your schedule. A Gillece Customer Service Representative expedites your emergency call by swiftly getting your service request to our Operations

### Archives

- ② January 2019
- ② December 2018
- ② November 2018
- ② August 2018
- ② June 2018
- ② April 2018
- ② March 2018
- ② February 2018
- ② January 2018
- ② December 2017
- ② November 2017
- ② October 2017
- ② September 2017
- ② August 2017
- ② July 2017
- ② June 2017
- ② May 2017
- ② April 2017
- ② March 2017
- ② February 2017
- ② January 2017
- ② December 2016

## WE GET TO YOU FAST AND ASAP!

We schedule your service immediately and work around your schedule. A Gillece Customer Service Representative expedites your emergency call by swiftly getting your service request to our Operations Department who then quickly lines up and dispatches the right Clog-Crushing Technician.

## YOU CAN AFFORD QUALITY!

For just \$93, your drain or sewer clog is crushed and cleared away for good. If for any reason we are unable to open the drain and clear the clog, the service is FREE. Gillece's trained and skill-certified Gillece Plumbers are the area's experts at clearing your clog with quick assessment, professional service and top notch equipment.

### Typical types of drains include:

This special is only for mainline sewers or floor drains. If you have a smaller drain that is clogged, we can diagnose the problem and provide repair options for \$65.

### \*Restrictions & Special Guidelines

- Special can be applied to each drain only one time per property.
- Free Video Camera is only included in \$93 or Free Special and only for backed up drains.
- Free Video Camera Inspection is FREE when appropriate and at the discretion of Gillece.
- Location equipment is not included and is a separate charge.
- Up to 75 feet of cable for main drains; up to 25 feet of cable for smaller drains
- Longer distance costs may occur.
- Large drain cleaning equipment use for accessible basement areas only
- Use of large drain cleaning equipment for upper floors and other interior and exterior areas of the home will incur additional fees
- NOT ALL DRAINS AND SEWERS CAN BE CLEANED – factors such as roots, broken pipes, shifted pipes and ultimately what materials are in the pipes affect attempted cleaning results.
- We reserve the right to not service faulty drains or drains with reoccurring issues.
- Single-family residence only. Residential customers only.
- Does not apply to rental/landlord-tenant property.
- Does not apply to commercial property.
- Cannot be combined with other coupons, discounts or offers.
- Some additional restrictions and exclusions may apply – call for details.

- ② February 2017
- ② January 2017
- ② December 2016
- ② November 2016
- ② October 2016
- ② September 2016
- ② August 2016
- ② July 2016
- ② June 2016
- ② May 2016
- ② April 2016
- ② March 2016
- ② February 2016
- ② January 2016
- ② December 2015
- ② November 2015
- ② October 2015
- ② September 2015
- ② August 2015
- ② July 2015
- ② June 2015
- ② May 2015
- ② April 2015
- ② March 2015
- ② February 2015

# **Exhibit C**





# Gillece Services

Plumbing | Heating | Cooling | Electrical

Residential • Commercial

PA10887

CUSTOMER NAME

INCIDENT # 18101341

**Option 1 - Complete replacement of both interior and exterior sewer up to the curb line.**

Based upon the age and inefficiency of the existing sewer line, we recommend replacement of the entire sewer line both interior and exterior up to the curb line.

30-40ft new liner + new trap

PAI call to mark for gas, water, elec so we don't hit them digging, dig down 3ft @ trap 4ft long 2-3ft wide, take out old terra-cotta trap @ that point, high pres. jetter to prepare liner, blow in liner from that point 35ft-40ft out, install new 4" pvc trap, get inspection we take care of or send pics. x \$11,780.00

For both solutions being we couldn't see pass the 30ft mark w/ 1" round camera in 4" round pipe full of roots and

**Option 2 - Complete replacement of the interior or exterior sewer line only.**

a break once we get root out or clear all recamera from that spot to see rest of line if we see another problem me and cx will sit again and go over new solutions/new prices to fix new problem if no problems we will show cx and were done and that's great.

Outside Driveway Spot Repair 4ft long 3-3 1/2ft deep 2-3ft wide, we will take bricks up if some break we will not replace them, PAI call to mark gas, elec, water lines so we won't block them digging, trailer on site to dump waste, mud, bad pipe also to bring new gravel, once dug down and open will recamera rest of line we couldn't see - details up top, install new 4" pvc pipe plus clean out w/ cap, gravel around pipe, get inspection, backfill w/ dirt then 2cup inches of gravel so cx can put bricks back or hire someone to, we don't put bricks back, test w/ cx for 100% working order.

x \$5,100.00

CUSTOMER SIGNATURE

Date 10-14-18

# **Exhibit D**



Customer understands and agrees that the customer will be responsible for the retrieval or removal of any part of its equipment which is damaged or broken as the result of a condition of the Customer's drain line. Such conditions include but are not limited to root infiltration, shifted or broken lines, corroded cast iron pipe and other obstructions. Should any part of the equipment used by Gillece to attempt to clean Customer's sewer line break off in the drain line, Gillece will leave the broken equipment in the line or will, at the Customer's request, remove the broken equipment at a price agreed upon between Gillece and the Customer. Any agreement between Gillece and Customer relating to the removal of such damaged or broken equipment in the Customer's drain line will be set forth in a separate written contract and is not included in this contract.

CUSTOMER PRINT NAME

DATE 1-9-18

CUSTOMER SIGNATURE

TECHNICIAN SIGNATURE

JH07

INVOICE NUMBER

248472

# **Exhibit E**

## Service Terms and Conditions

The following outlines Gillece's various terms and conditions for services performed, service policies, on-site visits, special offers, and more.

### Same Day or You Don't Pay

- 'You don't pay' means trip and diagnostic fees ONLY are waived. Does NOT include repair or replacement costs.
- Residential customers only. No commercial properties.
- Cannot be combined with any specials, discounts, coupons or gift cards.
- No rentals.
- No attic HVAC units.
- This policy does not apply during extreme weather conditions, holidays or weekends.
- Available in most areas.
- Emergency services ONLY. (These emergencies ONLY--no heat, no A/C, no water)
- Must be available all day.
- Must answer phone at time of dispatch.
- Gillece reserves the right to refuse service.

### Limited Lifetime Warranty

Limited lifetime warranty's will consist of limited lifetime on piping or wiring we install. Limited lifetime warranty is not transferable or assignable by the customer.

### \$93 or Free Clog Crusher

### \$93 or Free Clog Crusher

Includes a five (5) year warranty which provides one (1) return service visit within five (5) years of original service call to attempt to clear original drain. Any additional work would be an additional cost.

### Same Day Repair

It is the goal of the company to do our best to provide repairs on the same day our technicians visit a residential or commercial property to assess the problem and provide repair and/or installation options. We are able to provide same day repair if, and only if, we have ALL the necessary products and parts in-stock and ALL the proper field and technician resources available to perform the tasks. If not, we will provide you with an estimated time frame to start and complete repairs.

### ABOUT GILLECE

Gillece Services is the Pittsburgh Region's #1 Plumbing, Heating, Cooling and Electrical Home Services Company. Learn More

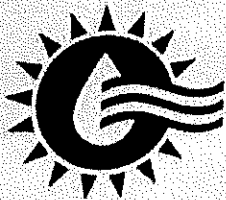
### RECENT BLOG POSTS

How to Maximize Airflow in Your Home This Winter  
The Hidden Dangers of Power Outages  
How to Eliminate Odors from Your Garbage Disposal in 3 Steps  
Top Hazards to Indoor Air Quality that Every Homeowner Should be Aware Of  
Why Are There Ants in My Bathroom? Tips for Prevention and Elimination

### PAYMENTS ACCEPTED



# **Exhibit F**



# Gillece Services

Plumbing Heating Cooling Electrical

Residential • Commercial

PA10887

## "Compare Us to the Competition"

✓	<b><u>100% Satisfaction.</u></b> Guarantee on all workmanship and products. We will come back at no additional cost until you are satisfied with our services.
✓	<b><u>Convenience.</u></b> Our technicians will correctly price and do the work the same day.
✓	<b><u>Price protection.</u></b> Our prices are fixed in a standard price book. Our "no hassle" pricing system allows us to give the price upfront before we start. No hidden charges.
✓	<b><u>Protect your home.</u></b> We wear shoe covers, use drop cloths and clean your home to your satisfaction.
✓	<b><u>Customer Friendly.</u></b> We have a full office staff and 24/7 service. If you have a problem; call and speak to one of our customer service experts.
✓	<b><u>Qualified to be in your home.</u></b> We have weekly 7:00am meetings about "National Electrical Code", Allegheny County Health Department Regulations and customer service.
✓	<b><u>Trained professions.</u></b> We have a state of the art "in house" training center. We learn how to do it right in our shop before coming to your home!
✓	<b><u>Security.</u></b> We know who is in your home. We drug test all employees. We also perform a CBC & DMV background check. Uniformed employees. We do not use any sub-contractors.
✓	<b><u>Licensed and Insured</u></b> in every county, city, township and borough.
✓	<b><u>Code of Ethics.</u></b> We proudly print and display our code of ethics.
✓	<b><u>Payment Options.</u></b> Cash, Check, Credit Card or Financing.

**Don't get caught with one of those "you get what you paid for companies"**  
**Please use this list to evaluate who will be working in your home.**



# **Exhibit G**

I hereby acknowledge receipt of the completed Notice of Cancellation forms set out below and that the Seller has orally informed me of my right to cancel.

(Buyer's Signature)

9/16/2017

(Date)

## NOTICE OF CANCELLATION

9/16/17  
(Date of Transaction)

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, AND ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN 10 BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT REASONABLE TIMES AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK.

IF THE SELLER DOES NOT PROVIDE INSTRUCTIONS FOR THE RETURN OF THE GOODS TO THE SELLER, OR IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN 20 DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THIS CONTRACT.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THE NOTICE OF CANCELLATION OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO GILLEECE SERVICES, LP, 3000 WASHINGTON PIKE, BRIDGEVILLE, PA 15017 NOT LATER THAN MIDNIGHT OF

(Date)

9/20/17

I HEREBY CANCEL THIS TRANSACTION.

(Date)

(Buyer's Signature)

246174

# Code of Ethics

## Customers

WE WILL SERVE our customers with integrity, competence, and objectivity.

WE WILL DELIVER to our customer all that we promised through value-added services.

WE WILL PERFORM our work to meet technical codes or better.

WE WILL EXPLORE each customer situation to sufficient detail and gather sufficient facts to gain an understanding of the problems, the scope of assistance needed, and the possible benefits our service and technical recommendations may provide our customers.

WE WILL RESPECT each customer's home and property and leave them as clean as we found them.

## Employees

WE REGARD our employees' satisfaction as important as customer service and company profitability. We subscribe to the premise of win, win, win.

WE WILL ASSIGN technical and support personnel to each job in accord with experience, knowledge, and expertise.

WE WILL FOSTER training for all our employees on an on-going basis to improve and uphold high performance standards.

## Professional Responsibility

WE WILL PERFORM jobs for which we are qualified by our experience and technical competence.

WE WILL MAKE Quality Service the trademark of the jobs we perform. If needed we will take care of callbacks with a minimum of inconvenience to our customers.

WE WILL STAND behind our work.

WE WILL NOT provide services to a customer under terms or conditions that might damage or compromise the integrity of our trade and profession. We will follow the Golden Rule.

WE WILL NOT advertise our services in a deceptive manner.

WE WILL MAINTAIN a wholly professional attitude and behavior toward those we serve, our fellow contractors, our own employees, our suppliers, and the public at large.

## Earnings

WE WILL AGREE with our customers independently and in advance on the basis for our fees.

Our fees will be commensurate with the quality of the services we deliver and the responsibility we accept.

WE WILL MAKE it our moral imperative to maintain a profitable business as part of our responsibility to our employees and our families.

WE WILL BE MINDFUL of the honest value received by the customer and our right to an ethical profit.

## Social Responsibility

WE WILL BE GOOD corporate citizens.

WE WILL PROTECT the health and safety of our communities by sharing knowledge of new environmental developments and technological advancements with the communities we serve.

# **Exhibit H**

**Gillece Services**  
  
 Plumbing Heating  
 Cooling Electrical  
 Residential • Commercial  
 www.gillece.com  
 3000 Washington Pike • Bridgeville, PA 15017  
 (412) 831-6199 • Fax: (412) 831-6290  
 PA10887

DATE: 08/15/79 DS #: 119081415



**Eliminate Future Home Service Worries**  
**Get a Gold Plan Today... Instant Benefits**  
 Ask Your Friendly Gillece Technician for More Information



**Water Safe?**

**Free Water Analysis**  
 Ask Gillece Technician

**1-888-66-BURGH**

NAME

ADDRESS

Greens

Home Phone

Work Phone

Cellular/Pager

Job Phone

E-mail

Fax

Approx. Start Date

Approx. Completion Date

Gold Service Plan Member? ☒ YES ☐ NO

**TERMS: C.O.D. PAYMENT DUE UPON COMPLETION OF JOB**

By signing below, you hereby represent that you have the authority to order, and do so order the work outlined below. You further agree that aged and deteriorated plumbing, heating, cooling, and electrical fixtures, piping, and appliances may no longer be serviceable or repairable by conventional repair efforts. Contractor will retain title to any equipment or materials furnished until complete payment is made by you, and if complete payment is not made as agreed, the Contractor shall have the right to remove or require the return of the same. A service charge of 1 1/2% per month (18% annum) will be charged on all unpaid balances.

All services performed and materials provided are subject to the attached Terms and Conditions.

**ACCORDING TO PENNSYLVANIA LAW, YOU, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.**

Customer Printed Name

Customer Signature

Contractor Agent Printed Name

Contractor Agent Signature

DEPOSIT PAYMENT: Date \_\_\_\_\_ Amount \$ \_\_\_\_\_

Check# \_\_\_\_\_ Cash Financing BA GA MC VISA AMEX DISC

Card# \_\_\_\_\_ Ex \_\_\_\_\_

Auth# \_\_\_\_\_ CV2# \_\_\_\_\_

Name of Cardholder \_\_\_\_\_

Signature of Cardholder \_\_\_\_\_

BALANCE PAYMENT: Date \_\_\_\_\_ Amount \$ \_\_\_\_\_

Check# \_\_\_\_\_ Cash Financing BA GA MC VISA AMEX DISC

Card# \_\_\_\_\_ Ex \_\_\_\_\_

Auth# \_\_\_\_\_ CV2# \_\_\_\_\_

Name of Cardholder \_\_\_\_\_

Signature of Cardholder \_\_\_\_\_

Reason for Service

TASK #1	Value	Rate	Member Rate
Pipe is broken in main stack leading underground at this place. H2O pouring out when in use.			
TASK #2			
TASK #3			
TASK #4			
TASK #5			
TASK #6			

**ACCEPTANCE OF WORK PERFORMED:** I acknowledge satisfactory completion of the above described work and that the premises has been left in satisfactory condition. I understand that if my check does not clear, I am liable for the amount of the check and any charges outlined in the Terms and Conditions. I agree to pay 1.5% per month (18% per annum) for past due balances (minimum charge \$10). I agree that the amount set forth in the space marked "JOB TOTAL" is the total flat price I have agreed to.

SIGNATURE

**SERVICE TECHNICIAN ACKNOWLEDGEMENT**

Prior to the customer entering into the contract, I have discussed the nature of the service and cost and I have given a copy of the contract to the customer. All work I have done has been in compliance with company standards in a workmanship manner, to building codes when applicable.

SIGNATURE

**WANT TO PAY LESS?**

My Service Technician presented to me Benefits of the Gold Service Plan Program.

I want to save money and become a Gold Service Plan Member ☐ Initial ONE

OR

At this time I decline the offer ☐

TRIP CHARGE

\$

INIT. \_\_\_\_\_

DIAGNOSTIC

\$

INIT. \_\_\_\_\_

TASK #1

\$

SUBTOTAL

\$

TASK #2

\$

COUPONS

\$

TASK #3

\$

**GOLD PLAN SAVINGS**

\$

TASK #4

\$

TASK #5

\$

**JOB TOTAL**

\$

TASK #6

\$

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