

IN THE COURT OF COMMON PLEAS OF
CUMBERLAND COUNTY, PENNSYLVANIA
NINTH JUDICIAL DISTRICT
CIVIL ACTION - EQUITY

COMMONWEALTH OF PENNSYLVANIA
By ATTORNEY GENERAL MICHELLE
HENRY,

Plaintiff,

v.

JASON MICHAEL FULLMER,
Individually, and as owner of Central PA Spinal
Health Chiropractic, LLC,
And
CENTRAL PA SPINAL HEALTH
CHIROPRACTIC, LLC,
A Business Corporation

Defendants.

CIVIL DIVISION

Docket No.

Type of Case: Equity

NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within thirty (30) days after this complaint and notice are served, by entering a written appearance personally or by an 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 without further notice for any money claimed in the complaint or for any other claim or relief requested by the petitioner. You may lose money or other property rights important to you.

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COMPLAINT

AND NOW, comes Plaintiff, the Commonwealth of Pennsylvania, acting by Attorney General Michelle Henry, (hereinafter “Commonwealth”) and respectfully brings this action pursuant to the *Unfair Trade Practices and Consumer Protection Law*, 73 P.S. §§ 201-1 *et seq.*, (hereinafter “*Consumer Protection Law*” or “*UTPCPL*”), and the Pennsylvania *Fair Credit Extension Uniformity Act*, 73 P.S. §§ 2270.1, *et. seq.* (hereinafter “*Fair Credit Act*” or “*FCEUA*”), to redress and restrain unfair or deceptive acts or practices declared unlawful by

Section 201-3 of the Consumer Protection Law, to recover civil penalties and restitution, and to recover costs of this action.

The Consumer Protection Law authorizes the Attorney General to bring an action in the name of the Commonwealth of Pennsylvania, to restrain by temporary and permanent injunction, unfair or deceptive acts or practices in the conduct of any trade or commerce declared unlawful by Section 201-3 of the Consumer Protection Law. 73 P.S. § 201-3.

The Commonwealth has reason to believe that Defendant Jason Michael Fullmer and Defendant Central PA Spinal Health Chiropractic, LLC, are using, have used, and are about to use, methods, acts or practices declared unlawful by Section 201-3 of the Consumer Protection Law and that citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices complained of herein are enjoined. The Commonwealth believes that the public interest is served by seeking before this Honorable Court a permanent injunction to restrain the methods, acts, and practices of Defendants as herein set forth. Further, the Commonwealth requests injunctive relief, civil penalties, costs, and other appropriate equitable relief to redress for violations of the Consumer Protection Law.

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

I. JURISDICTION

1. This Court has jurisdiction over this matter pursuant to 42 Pa.C.S.A. § 761.
2. This Court has jurisdiction over the parties because Plaintiff submits to the jurisdiction of the Court, and Defendants systematically and continually conducted business within the Commonwealth of Pennsylvania by advertising, marketing, soliciting, and selling chiropractic services directly and indirectly to Pennsylvania consumers.

II. VENUE

3. Venue in this jurisdiction is proper pursuant to Pa. R.C.P. 2179 because Defendants' business is located in Cumberland County at 130 Gettysburg Pike, Mechanicsburg, PA 17055, and the transactions or occurrences upon which this action is based occurred in Cumberland County.

III. THE PARTIES

4. Plaintiff is the Commonwealth of Pennsylvania, Office of Attorney General, by Attorney General, Michelle Henry ("Commonwealth"), with offices located at Strawberry Square, 14th Floor, Harrisburg, PA 17120.
5. Defendant Central PA Spinal Health Chiropractic, LLC, was registered by Defendant Jason Michael Fullmer with the Commonwealth of Pennsylvania in 2007 as a for-profit professional company, and currently has offices located at 130 Gettysburg Pike, Mechanicsburg, PA 17055, and a registered business address at 463 Delancey Court, Mechanicsburg, PA 17055.
6. Defendant Jason Michael Fullmer is the owner, sole operator and sole practitioner of Central PA Spinal Health Chiropractic, LLC. Through the Pennsylvania Department of State, Bureau of Professional and Occupational Affairs, Defendant holds two active licenses through the Chiropractic Board (Chiropractor-DC009494; Adjunctive Procedures-AJ009287), and one license through the Radiology Personnel Board (Auxiliary Person by Application-004995).
7. Defendant Jason Michael Fullmer previously operated Central PA Spinal Health Chiropractic, LLC from offices located at 21 N. 4th Street, Harrisburg, PA 17101, and 4902 E. Trindle Road, Mechanicsburg, PA 17055.

8. At all relevant times, Defendants were engaged in trade and commerce in the Commonwealth within the meaning of Pennsylvania's Consumer Protection Law.
9. At all relevant times, Defendant Jason Michael Fullmer was in complete control of Central PA Spinal Health Chiropractic, LLC, and authorized, approved, endorsed, formulated, directed, controlled, and/or participated in all business activities and conduct resulting in the unlawful acts and practices alleged herein.

IV. BACKGROUND

10. This case arises from repeated and escalating instances of Defendants' deceptive and misleading conduct regarding insurance, billing, and improper debt collection practices when engaging with consumers who seek chiropractic services.
11. Consumer complaints filed with the Commonwealth reveal an ongoing pattern where prior to rendering care, Defendants represent to consumers that medical insurance coverage would be available for their chiropractic services.
12. However, in repeated instances, after chiropractic services are rendered, Defendants fail to submit claims to insurance or refuse to submit the necessary documentation required by the insurer for payment of claims.
13. Defendants then attempt to collect large sums of payment directly from consumers for services that otherwise should have been covered partially or in full by medical insurance, had Defendants acted in accordance with previous representations by submitting the proper claims and supporting documentation to insurance.
14. Defendants also repeatedly engage in harassing and deceptive debt collection behaviors in an attempt to collect payment from consumers.

15. Defendants are also engaged in an ongoing pattern of initiating baseless complaints against insurance companies with the Pennsylvania Office of Attorney General.
16. Defendants mislead consumers into falsely believing that any billing and insurance issues are the sole fault of the consumer's insurance company, and repeatedly advise consumers to file complaints against insurance companies with the Pennsylvania Office of Attorney General, in an attempt to coerce payment from insurance companies for claims that should have been properly submitted by Defendants, had Defendant Jason Michael Fullmer fulfilled his obligations as a provider, and as he represented to consumers.
17. The Commonwealth has received consumer complaints related to the conduct set forth in Paragraphs 11-16 above.
18. The Commonwealth has reason to believe there are additional consumers who have not submitted complaints to the Office of Attorney General, but who have also been harmed due to the methods, acts, practices of Defendants, which include, but are not limited to, those alleged herein.
19. The Commonwealth previously invited Defendants to voluntarily cooperate with an investigation in hopes of reaching an amicable agreement that would serve to protect the consumers of the Commonwealth; Defendants refused at all stages to cooperate with the Commonwealth's investigation.
20. As a routine next step in the Commonwealth's investigation, the Commonwealth served Defendant Jason Michael Fullmer with an administrative subpoena for documents and information on December 27, 2023, which Defendant Jason Michael Fullmer refused to answer.

21. The Commonwealth filed a subsequent subpoena enforcement petition in the Court of Common Pleas of Cumberland County on February 29, 2024, which was ultimately denied by the Honorable Michelle H. Sibert on April 16, 2024.¹
22. As the Commonwealth has a statutory duty to investigate consumer complaints and protect the consumers of the Commonwealth from unlawful, fraudulent, and deceptive behaviors, the Commonwealth brings this action to restrain the Defendants from engaging in future conduct that will harm Pennsylvania consumers.

V. STATEMENT OF FACTS

A. Defendants' Business Practices

23. Defendant Jason Michael Fullmer owns and operates a chiropractic office, Central PA Spinal Health Chiropractic, LLC, located at 130 Gettysburg Pike, Mechanicsburg, PA 17055.
24. Defendant Jason Michael Fullmer holds participating provider agreements with various medical insurers.
25. Consumers are required to sign a financial agreement before receiving services from Defendants.
26. The financial agreement utilized by Defendants states that Defendants "will process the insurance forms" and "investigate on [consumers'] behalf if payments are not made by [the] insurance company in a timely manner." *See* Exhibit A.
27. Defendants have repeatedly failed to conduct their business activities in accordance with the representations made in the financial agreements and have repeatedly

¹ Civil Case No. 2024-02060.

engaged in unfair and deceptive conduct. Examples of this conduct include the following:

B. Consumer 1

28. On July 1, 2015, Consumer 1 visited Defendants' chiropractic office for an introductory appointment.
29. Before the appointment began, Consumer 1 presented Defendant Jason Michael Fullmer with her medical insurance information.
30. At this time, Defendant Jason Michael Fullmer collected a \$50 co-pay.
31. Consumer 1 stated in her complaint filed with the Commonwealth that she felt uncomfortable during the appointment.
32. Consumer 1 was alone in the office with Defendant Jason Michael Fullmer, as there were no other staff at the business location.
33. Consumer 1 was made to unzip her pants during the visit and was not provided with any protective garment during the x-ray.
34. Defendant Jason Michael Fullmer required that Consumer 1 schedule another appointment to discuss the results of the x-ray.
35. Consumer 1 scheduled a follow-up visit for the following day, July 2, 2015.
36. After further reflection of the uncomfortable circumstances surrounding the initial visit, Consumer 1 called the morning of July 2, 2015, to cancel the follow-up appointment.
37. During this call on July 2, 2015, Defendant Jason Michael Fullmer demanded payment in the amount of \$60 from Consumer 1 for the x-ray that was performed the day prior.

38. In response, Consumer 1 requested that Defendant Jason Michael Fullmer submit the claim for the x-ray to her medical insurance, which was provided at the initial visit.
39. At this time, Defendant Jason Michael Fullmer verbalized his refusal to submit the claim to insurance, stating that he did not have to submit claims to insurance.
40. On July 14, 2015, less than two weeks from the date of the initial appointment, Consumer 1 was notified by collection agency Commercial Acceptance Company that Defendants had hired the collection agency to collect the unpaid amount for the x-ray.
41. A statement dated July 10, 2015, from Commercial Acceptance Company shows the collection balance at \$78.00. *See Exhibit B.*
42. At the time that Defendants sent Consumer 1 to collections, Defendants had failed to submit any claim to the consumer's medical insurance for payment.
43. Consumer 1 called her insurance company, Coventry Health America ("Coventry"), on July 14, 2015, to confirm that x-rays would be covered under her plan.
44. During that call, the insurance representative conferenced Defendant Jason Michael Fullmer into the call to explain that a claim needed to be submitted to the insurance in order to be reimbursed.
45. The call was ended by Coventry after Defendant Jason Michael Fullmer refused to submit the claim and yelled at the representative.
46. On July 14, 2015, after the conference call with Coventry, Defendant Jason Michael Fullmer called the consumer's cell phone multiple times.
47. When Consumer 1 eventually spoke to Defendant Jason Michael Fullmer on July 14, 2015, he again demanded payment for the x-ray.

48. During the July 14, 2015, phone call, Consumer 1 repeated her request that Defendants submit the claim to insurance.
49. During the July 14, 2015 call, Defendant Jason Michael Fullmer engaged in threatening and harassing behavior in an attempt to collect payment from Consumer 1, including yelling at the consumer and stating that he knew that Consumer 1 had visited and spent money at a local winery over the previous weekend.
50. On July 15, 2015, Consumer 1 filed a complaint with the Health Care Section of the Pennsylvania Office of Attorney General.
51. While the Pennsylvania Office of Attorney General attempted to mediate the complaint, Consumer 1 continued to receive harassing phone calls from the debt collection agency.
52. After intervention by a Consumer Protection Agent at the Pennsylvania Office of Attorney General, Defendant Jason Michael Fullmer did eventually submit a claim to the consumer's medical insurance on November 10, 2015, more than four months after the services were rendered.
53. The Commonwealth received a letter from the insurance provider, Coventry, on November 23, 2015, in which the insurance provider describes Defendants' behavior as inappropriate, due to the fact that Defendant Jason Michael Fullmer sent Consumer 1 to collections less than two weeks after services were rendered, and before the claim was submitted to insurance.
54. In this letter, Coventry confirmed that the claim was not submitted until November 10, 2015, and that after the claim was properly processed and approved, the consumer's financial responsibility to Defendant was determined to only be \$39.42.

55. Through emails with a Consumer Protection Agent, Defendant Jason Michael Fullmer demanded that Consumer 1 also remove negative online reviews of both Defendant Jason Michael Fullmer and Defendant Central PA Spinal Health Chiropractic LLC, and threatened that collections actions would continue if Consumer 1 did not comply with the request.
56. At this time, the Consumer Protection Agent assigned to this matter determined that further mediation with Defendant Jason Michael Fullmer would be unproductive, and the file was closed.

C. Consumer 2

57. Consumer 2 brought her minor child to Defendants for chiropractic services from September 15, 2020, to December 28, 2020.
58. The minor child (“CHIP beneficiary”) was enrolled in a Highmark-administered Children’s Health Insurance Program (CHIP) plan.
59. On September 14, 2020, Defendant Jason Michael Fullmer called Highmark and was correctly advised that he was a network participant with Highmark.
60. However, Defendants had previously failed to register with the Pennsylvania Department of Human Services (DHS) to receive payments from Highmark for services rendered to CHIP beneficiaries.
61. During the prior year, on May 27, 2019, Highmark notified Defendants of the new DHS “PromiseID” registration requirement and expressly warned Defendants that any future claims submitted by a non-enrolled provider would not receive payment. *See* Exhibit C.

62. In late November 2020, or early December 2020, Highmark denied the claims for services rendered to the CHIP beneficiary.
63. In December 2020, Highmark initiated a claim review into the matter, advised Defendant Jason Michael Fullmer to register with DHS, and offered to issue payments retroactively for all claims rendered to the CHIP beneficiary.
64. On December 10, 2020, Highmark advised Defendant Jason Michael Fullmer that any services rendered to the CHIP beneficiary beyond December 9, 2020, could not be part of the ongoing claim review, and would not be eligible for payment, as Defendants had now been put on notice for the second time that he needed to properly register with DHS.
65. At this time, Highmark again provided Defendant Jason Michael Fullmer with instructions for how to register with DHS.
66. Defendant Jason Michael Fullmer refused to register, claiming that doing so was an administrative burden.
67. In a subsequent response to Highmark, Defendant Jason Michael Fullmer stated his intention to continue seeing the CHIP beneficiary, despite knowing that he was not registered with DHS, and threatened Highmark that if they did not pay for the full treatment plan of visits, that he would advise the patient's parents to file a complaint the Pennsylvania Office of Attorney General.
68. Defendant Jason Michael Fullmer did not advise Consumer 2 at any point during the treatment that he was not a properly registered provider with DHS and could not receive payment for claims made on behalf of CHIP beneficiaries.

69. Defendant Jason Michael Fullmer knowingly and intentionally saw the CHIP beneficiary in his office four more times after December 9, 2020, after being notified by Highmark that he would not be eligible for reimbursement for any services provided after December 9, 2020.
70. Defendant Jason Michael Fullmer submitted claims to Highmark for visits on December 14, 2020, December 21, 2020, December 23, 2020, and December 28, 2020.
71. Treatment ceased after December 28, 2020.
72. On March 16, 2021, Defendant Jason Michael Fullmer emailed Consumer 2 regarding payment.
73. In the March 16, 2021, email, Defendant Jason Michael Fullmer omitted that Highmark had previously advised him that he was not properly registered provider with DHS and could not receive payments from Highmark for claims made on behalf of CHIP beneficiaries.
74. Defendant Jason Michael Fullmer also omitted the fact that Highmark had offered to pay for claims retroactively, and that he had declined this offer for payment by refusing to register.
75. Defendant Jason Michael Fullmer also omitted the fact that he continued to see the CHIP beneficiary for four more visits after being expressly notified by Highmark that he would not be eligible for reimbursement for any services provided after December 9, 2020, if he did not first register with DHS.

76. In the March 16, 2021, email, Defendant Jason Michael Fullmer advised Consumer 2 that Highmark would not pay unless the Pennsylvania Office of Attorney General was involved.
77. On March 18, 2021, Consumer 2 informed Defendants that Highmark needed Defendants to properly register for a PromiseID with DHS.
78. On March 18, 2021, Defendant Jason Michael Fullmer responded, stating that he cannot be forced to participate with “public welfare.”
79. In the March 18, 2021, email, Defendant Jason Michael Fullmer again urged Consumer 2 to file a complaint against Highmark with the Pennsylvania Office of Attorney General and incorrectly stated that Highmark was at fault in the situation.
80. On April 29, 2021, Defendant Jason Michael Fullmer contacted Consumer 2 demanding payment for \$2,720 within thirty days.
81. In the April 29, 2021 email, Defendant Jason Michael Fullmer incorrectly stated to Consumer 2 that he did not have fault in this situation and again urged the consumer to file a complaint against Highmark with the Pennsylvania Office of Attorney General.
82. On June 3, 2021, Consumer 2 filed a complaint with the Pennsylvania Office of Attorney General against both Highmark and Defendant Central PA Spinal Health Chiropractic, LLC.
83. Throughout mediation with the Pennsylvania Office of Attorney General, Defendant Jason Michael Fullmer maintained that fault belonged to Highmark and that Defendants had no liability in the matter and deserved payment from Consumer 2.

84. To this date, Consumer 2 has not paid the alleged debt of \$2,720, as the alleged debt is invalid.
85. To this date, Defendants have not attempted to initiate a collections action for the invalid debt.
86. To this date, Defendant Jason Michael Fullmer is not registered for a PromiseID with DHS.

D. Consumer 3

87. Consumer 3 received chiropractic services at Defendants' office from November of 2021 to March, of 2022.
88. Consumer 3 was required to sign a financial agreement and put a credit card on file before services began. Commonwealth's Exhibit A reflects the financial agreement signed by Consumer 3
89. At the time of the first visit, Defendant Jason Michael Fullmer presented Consumer 3 with an estimated payment plan.
90. Consumer 3 stated that the total amount of the payment plan was beyond what she believed her financial responsibility should be due to her insurance coverage.
91. Defendant Jason Michael Fullmer verbally advised Consumer 3 that she would need to pay for services out-of-pocket initially but would later receive a refund at the end of the treatment plan after insurance payments were received.
92. Defendant Jason Michael Fullmer justified that this payment system was in place because he did not trust insurance companies.
93. In April 2022, after treatment had ended, Consumer 3 received a denial letter from her insurance company, Highmark.

94. The denial letter, dated April 12, 2022, stated that Defendants had failed to provide Highmark with the proper medical documentation to approve the last set of twelve claims submitted by Defendants.
95. In the letter dated April 12, 2022, Highmark further stated that the company previously requested clinical information and medical records from Defendants. The letter stated that Highmark had not received the requested records and was unable to approve the claims for this reason.
96. On April 25, 2022, Consumer 3 emailed Defendant Jason Michael Fullmer to request that he provide her insurance with the necessary documentation to approve the claims.
97. Defendant Jason Michael Fullmer stated at this time that providing documentation was pointless.
98. Defendant Jason Michael Fullmer also advised Consumer 3 to threaten Highmark that she would file a complaint against Highmark with the Pennsylvania Office of Attorney General if the claims were not covered.
99. Throughout this time period, while Defendants refused to cooperate with Consumer 3 and Highmark insurance, Defendants continued to charge the credit card that Defendants required Consumer 3 provide at the onset of the treatment plan.
100. On May 12, 2022, Consumer 3, through written email, revoked authorization for Defendants to charge her credit card, as she had not received any documentation substantiating the sporadic charges.
101. On May 16, 2022, Defendant Jason Michael Fullmer falsely stated to Consumer 3 in an email that he had sent Highmark all of the necessary documentation.

102. In the May 16, 2022, email, Defendant Jason Michael Fullmer also restated his previous guarantee that Consumer 3 would be refunded.
103. In the May 16, 2022, email, Defendant Jason Michael Fullmer also restated again that Consumer 3 should threaten Highmark that she would file a complaint with the Pennsylvania Office of Attorney General if the claims were not covered.
104. On May 16, 2022, a representative from Highmark confirmed in writing to Consumer 3 that Defendants were already paid for all previously submitted claims.
105. Highmark also confirmed that Defendants were responsible for providing proof of medical documentation to Highmark in order for Highmark to approve the twelve additionally submitted claims.
106. From November of 2021 to May of 2022, Defendant Jason Fullmer charged a total of \$1,656.00 to the consumer's credit card.
107. During this time, Defendant Jason Michael Fullmer refused to provide Consumer 3 with any type of formal bill, statement, or receipt justifying the amounts repeatedly charged to the credit card.
108. Despite Consumer 3 previously revoking authorization for Defendants to charge her credit card, on June 1, 2022, Defendant Jason Michael Fullmer sent an email to Consumer 3 stating that he attempted to charge the card again, and that the credit card was declined.
109. On June 1, 2022, Consumer 3 again requested receipts for the amounts that had previously been charged to her card, as well as a final invoice.
110. Defendant Jason Michael Fullmer refused to provide documentation substantiating the charges.

111. On June 1, 2022, Consumer 3 filed a complaint with the Pennsylvania Office of Attorney General against Central PA Spinal Health Chiropractic, LLC.
112. On June 14, 2022, Consumer 3 received a threatening email from Defendant Jason Michael Fullmer, stating that he was sending Consumer 3 to collections in retaliation for filing a complaint against him and threatened legal action against Consumer 3.
113. Consumer 3 later received a collections notice from Capital Accounts, dated June 15, 2022, for the amount of \$478. *See Exhibit D.*
114. The collections account with Capital Accounts was later closed, after Defendants were unable to provide documentation substantiating the alleged debt. *See Exhibit E.*
115. To date, Defendants have refused to submit the medical necessity documentation requested by Highmark.
116. To date, Consumer 3 has not received the refund that was guaranteed on numerous occasions by Defendant Jason Michael Fullmer.

E. Consumer 4

117. Consumer 4 received chiropractic care from Defendants from January 17, 2023, to March 23, 2023.
118. On December 12, 2023, the Pennsylvania Office of Attorney General received a complaint against Highmark insurance regarding the denial of claims for services rendered by Defendant Jason Michael Fullmer and a lack of refund from Defendants.
119. In the consumer complaint, Consumer 4 detailed a similar pattern as previous consumers, stating that he paid for services out-of-pocket with the understanding that he would be refunded once insurance paid Defendants for the claims.

120. Consumer 4 also explained how he was told by Highmark that the claims at issue were denied because Defendants had not submitted the necessary medical records or clinical information for Highmark to find that the rendered services were medically necessary.
121. Defendant Jason Michael Fullmer previously represented to Consumer 4 that the medical documentation had been submitted.
122. To the best of the Commonwealth's knowledge, Defendants have not provided Highmark with the documentation needed for approval and payment.
123. To date, Defendants have charged a total of \$2,780 to the consumer's credit card.
124. To date, Defendants have not refunded Consumer 4.

VI. LEGAL FRAMEWORK

A. Unfair Trade Practices and Consumer Protection Law

125. The Pennsylvania Unfair Trade Practices and Consumer Protection Law protects consumers by prohibiting "unfair or deceptive acts or practices in the conduct of any trade or commerce..." 73 P.S. §201-3(a).
126. The "unfair or deceptive acts or practices" prohibited by the Consumer Protection Law include, but are not limited to, the following:
- a. Causing likelihood of confusion or misunderstanding as to affiliation, connection or association with, or certification by, another;²

² 73 P.S. § 201-2(4)(iii).

- b. 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;³
- 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;⁴
- d. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.⁵

127. As relevant to the current situation, the UTPCPL defines “trade” or “commerce” as “the advertising, offering for sale, sale, or distribution of any services...” 73 P.S. § 201-2(3).

128. Whenever the Attorney General believes that any person is using a method, act, or practice declared unlawful by the UTPCPL, the Attorney General may bring an action in the name of the Commonwealth to restrain by temporary or permanent injunction the use of that method, act, or practice. 73 P.S. § 201-4.

129. Whenever a court issues a permanent injunction to restrain and prevent violations of the UTPCPL, the court may direct the defendants to restore to any person in interest the money or property which was acquired by any violation of the UTPCPL. 73 P.S. § 201-4.1.

³ 73 P.S. § 201-2(4)(v).

⁴ 73 P.S. § 201-2(4)(xiv).

⁵ 73 P.S. § 201-2(4)(xxi).

130. The UTPCPL empowers the court to impose a civil penalty on any person, firm or corporation that violated the Act of up to \$1,000 for each violation, and up to \$3,000 for each violation where the victim is sixty (60) years of age or older. 73 P.S. § 201-8(b).

B. Fair Credit Extension Uniformity Act

131. The Pennsylvania Fair Credit Extension Uniformity Act (FCEUA) protects consumers by prohibiting “unfair or deceptive acts or practices” with regards to the collection of debts 73 P.S. § 2270.2.
132. Under the FCEUA, a “creditor may not engage in any conduct the natural consequence of is to harass, oppress or abuse any person in connection with the collection of a debt.” 73 P.S. § 2270.4(b)(4).
133. Under the FCEUA, a “creditor may not use any false, deceptive or misleading representation or means in connection with the collection of any debt.” 73 P.S. § 2270.4(b)(5).
134. Under the FCEUA, a creditor is defined as “[a] person...to whom a debt is owed or alleged to be owed.” 73 P.S. § 2270.3.
135. A creditor who engages in an unfair or deceptive debt collection act or practice under the FCEUA has committed a *per se* violation of the UTPCPL. 73 P.S. § 2270.5(a).

VII. CLAIMS FOR RELIEF

COUNT I

Violations of the Unfair Trade Practices and Consumer Protection Law, 73 P.S. §§ 201-1 *et seq.*

Defendants' ongoing misleading and deceptive misrepresentations made to consumers regarding his intention to engage with medical insurance

136. The Commonwealth incorporates by reference the allegations included in the preceding paragraphs as if fully set forth herein.
137. Defendants mislead consumers by making express representations to consumers both verbally and in the financial agreement that Defendants will “process the insurance forms” and “investigate on consumers’ behalf if payments are not made by the insurance company in a timely manner.”
138. Consumers rely on the representations made both verbally and in the financial agreement when deciding to sign the agreement and receive services from Defendants PA Central Spinal Health Chiropractic, LLC and Jason Michael Fullmer.
139. Defendants have demonstrated an ongoing and repeated pattern of failing to submit claims to insurance, failing to submit the proper medical necessity documentation to insurance, and failing to investigate with insurance on consumers’ behalf when claims were denied.
140. Given Defendants’ pattern of behavior, the ongoing use of this agreement is deceptive or fraudulent behavior, as it induces consumers to enter the agreement and receive services under the impression that Defendants will actually submit claims to insurance and take the proper steps to ensure that services are covered by insurance, as is expected when receiving services by a provider who participates with medical insurance.

141. These misleading, unfair, or deceptive acts and omissions by Defendants violate the following provisions of the Consumer Protection Law:

- a. 73 P.S. § 201-2(4)(iii), which prohibits causing likelihood of confusion or misunderstanding as to affiliation, connection or association with, or certification by, another;
- b. 73 P.S. § 201-2(4)(v), which prohibits representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation or connection that he does not have;
- c. 73 P.S. § 201-2(4)(xiv), which prohibits failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to or after a contract for the purchase of goods or services is made;
- d. 73 P.S. § 201-2(4)(xxi), which prohibits engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

COUNT II

Violations of the Unfair Trade Practices and Consumer Protection Law, 73 P.S. §§ 201-1 *et seq.*

Defendants' misleading and deceptive misrepresentations and omissions to consumers regarding the status, affiliation, and connection of Defendant PA Central Spinal Health Chiropractic, LLC and Defendant Jason Michael Fullmer with the Pennsylvania Department of Human Services and the Children's Health Insurance Program

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

143. Defendants misrepresented their status, affiliation and connection with the Pennsylvania Department of Human Services and the Children's Health Insurance

Program (CHIP), which induced at least one Pennsylvania consumer to receive services at Central PA Spinal Health Chiropractic, LLC, under the false belief and reliance that the services would be covered under CHIP.

144. Defendants engaged in fraudulent or deceptive conduct when, having been put on notice by Highmark's May 2019 letter that Defendant Jason Michael Fullmer was not registered with DHS and could not receive reimbursement for any services provided to CHIP beneficiaries, he knowingly rendered chiropractic services to a CHIP beneficiary for a span of over three months.
145. Defendants further engaged in fraudulent or deceptive behavior when after receiving the December 2020 letter, Defendant Jason Michael Fullmer affirmatively stated his intention to continue seeing the CHIP beneficiary and did treat the CHIP beneficiary four more times, without disclosing to the consumer information regarding Highmark's express warning that such visits could not be reimbursed.
146. Defendants engaged in fraudulent or deceptive behavior when in December of 2020, Defendant Jason Michael Fullmer failed to inform the parent of the minor CHIP beneficiary that he was not registered with DHS; that Highmark would not be reimbursing for services; that Highmark offered to retroactively reimburse claims if he properly registered; and that he declined to register and receive reimbursement for services rendered.
147. Such conduct created a likelihood of misunderstanding for the consumers involved, because Defendants omitted material facts about their refusal to comply with Highmark's registration instructions, and therefore Defendants created a false

understanding that visits would be reimbursed, as would be the case with any provider that was properly registered with DHS.

148. Defendants engaged in fraudulent or deceptive behavior when they misrepresented and omitted facts and information from previous communications with Highmark to the consumer, such as Highmark's offer to retroactively reimburse claims if they properly registered, and that they declined to register and receive the offered reimbursement while instead billing the CHIP beneficiary's parent for an invalid debt of \$2,720.
149. Such conduct created a likelihood of misunderstanding for the consumers involved, because Defendants falsely and deceptively presented the circumstances surrounding the alleged debt.
150. Defendants engaged in fraudulent and deceptive behavior when they repeatedly advised the consumer to file a complaint with the Pennsylvania Office of Attorney General against Highmark, as Defendants knew that their refusal to follow Highmark's registration instructions caused the claims to be denied.
151. Such conduct created a likelihood of misunderstanding for the consumers involved, because Defendants omitted their own fault and responsibility for the situation.
152. These misleading, unfair, and deceptive acts and omissions by Defendants violate the following provisions of the Consumer Protection Law:
 - a. 73 P.S. § 201-2(4)(iii), which prohibits causing likelihood of confusion or misunderstanding as to affiliation, connection or association with, or certification by, another;

- b. 73 P.S. § 201-2(4)(v), which prohibits representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation or connection that he does not have;
- c. 73 P.S. § 201-2(4)(xxi), which prohibits engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

COUNT III

Violations Of The Fair Credit Extension Uniformity Act

73 P.S. §§ 2270.1, *et. seq.*

Defendants' harassing behaviors and false and misleading statements when attempting to collect alleged debts

153. The Commonwealth incorporates by reference the allegations included in the preceding paragraphs as if fully set forth herein.
154. Defendant Jason Michael Fullmer engages in conduct meant to harass consumers in connection with attempting to collect alleged debts by repeatedly calling consumers, repeatedly emailing consumers, using language that consumers would find threatening and/or offensive, and yelling at consumers.
155. Defendant Jason Michael Fullmer further engages in conduct meant to harass consumers in connection with attempting to collect alleged debts by offering personal information to consumers that reveals he was tracking the personal locations and activities of consumers who he felt owed alleged debt to him.
156. Defendants engage in conduct meant to harass consumers in connection with attempting to collect alleged debts by sending consumers to collections agencies before ever submitting a claim for payment to insurance.

157. Defendants further engage in conduct meant to harass consumers in connection with attempting to collect alleged debts by sending consumers to collections agencies when they are unable to substantiate the alleged debt with documentation.
158. Defendants use false, deceptive, or misleading representations in connection with attempting to collect alleged debts by withholding relevant information to consumers and by misrepresenting relevant information to consumers, such as the content of communications with insurance and their failures to meet their professional obligations to submit claims to insurance under their participating provider agreements.
159. Defendants use false, deceptive, or misleading representations in connection with attempting to collect alleged debts by misrepresenting to consumers that they have submitted medical documentation to insurance that they have not and/or by misrepresenting to consumers that submitting such medical documentation is not their responsibility or not a necessary step in receiving payment for services.
160. Such behaviors are deceptive, as Defendants use this harassing conduct and false and misleading statements in an attempt to induce consumers to pay these alleged debts, which in numerous instances, are not valid debts.
161. These misleading, unfair and deceptive acts and omissions by Defendants violate the following provisions of the Fair Credit Extension Uniformity Act:
- a. 73 P.S. § 2270.4(b)(4), which provides that a “creditor may not engage in any conduct the natural consequence of is to harass, oppress or abuse any person in connection with the collection of a debt”;

- b. 73 P.S. § 2270.4(b)(5), which provides that a “creditor may not use any false, deceptive or misleading representation or means in connection with the collection of any debt.”

PRAYER FOR RELIEF

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

- a. Declaring the conduct of Defendants as set forth in this Complaint, to be in violation of the Consumer Protection Law;
- b. Directing Defendants to comply with all provisions of the Consumer Protection Law and any amendments thereto;
- c. Declaring the conduct of Defendants as set forth in this Complaint, to be in violation of the Fair Credit Extension Uniformity Act;
- d. Directing Defendants to comply with all provisions of the Fair Credit Extension Uniformity Act and any amendments thereto;
- e. 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, including *per se* violations under the Fair Credit Extension Uniformity Act, the number of violations to be proven at trial, and three thousand dollars (\$3,000.00) for each such violation involving a victim aged sixty (60) or over.
- f. Permanently enjoining Defendants from engaging in any further conduct that violates the Consumer Protection Law and Fair Credit Extension Uniformity Act, as detailed in this Complaint;

- g. Directing Defendants, pursuant to Section 201-4.1 of the Consumer Protection Law, to pay restitution to all patients that have suffered losses as a result of Defendants' unlawful conduct;
- h. Awarding the Commonwealth the cost of investigation, attorney's fees, filing fees, and costs of this action;
- i. Granting any other such relief as this Honorable Court deems necessary and appropriate.

Respectfully submitted,

COMMONWEALTH OF PENNSYLVANIA
MICHELLE A. HENRY
ATTORNEY GENERAL

Date: 9/30/24

By: /s/ Molly K. Pohlhaus
Molly K. Pohlhaus
Deputy Attorney General
PA Attorney No. 332428
Telephone: 717-265-9107
Email: mpohlhaus@attorneygeneral.gov

Date: 9/30/24

By: /s/ Tyler Ritchie
Tyler W. Ritchie
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Attorneys for the Commonwealth
Pennsylvania Office of Attorney General
14th Floor, Strawberry Square
Harrisburg, PA 17120
Facsimile: 717-787-1190

VERIFICATION

I, Jeremy Robb, being duly sworn according to law, hereby state that I am a Consumer Protection Agent with the Pennsylvania Office of Attorney General, Health Care Section, Harrisburg Office, and that I am authorized to make this verification on behalf of the Plaintiff, the Commonwealth of Pennsylvania, and that the facts in the foregoing *Complaint* are true and correct to the best of my knowledge, information, and belief.

Date: September 30, 2024 By: *Jeremy T. Robb*
Jeremy T. Robb
Consumer Protection Agent

IN THE COURT OF COMMON PLEAS OF
CUMBERLAND COUNTY, PENNSYLVANIA
NINTH JUDICIAL DISTRICT
CIVIL ACTION - EQUITY

COMMONWEALTH OF PENNSYLVANIA
By ATTORNEY GENERAL MICHELLE
HENRY,

Plaintiff,

v.

JASON MICHAEL FULLMER,
Individually, and as owner of Central PA Spinal
Health Chiropractic, LLC,
And
CENTRAL PA SPINAL HEALTH
CHIROPRACTIC, LLC,
A Business Corporation

Defendants.

CIVIL DIVISION

Docket No.

Type of Case: Equity

CERTIFICATION

I certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts* that require filing confidential information and documents differently than non-confidential information and documents.

Date: 9/30/24

By: /s/ Molly K. Pohlhaus
Molly K. Pohlhaus
Deputy Attorney General
PA Attorney No. 332428
Pennsylvania Office of Attorney General
14th Floor, Strawberry Square
Harrisburg, PA 17120

**IN THE COURT OF COMMON PLEAS OF
CUMBERLAND COUNTY, PENNSYLVANIA
NINTH JUDICIAL DISTRICT
CIVIL ACTION - EQUITY**

COMMONWEALTH OF PENNSYLVANIA
By ATTORNEY GENERAL MICHELLE
HENRY,

Plaintiff,

v.

JASON MICHAEL FULLMER,
Individually, and as owner of Central PA Spinal
Health Chiropractic, LLC,
And
**CENTRAL PA SPINAL HEALTH
CHIROPRACTIC, LLC,**
A Business Corporation

Defendants.

CIVIL DIVISION

Docket No.

Type of Case: Equity

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the Commonwealth of Pennsylvania's Complaint was served via first class mail, postage prepaid on the date noted below to the following respondent:

Jason Michael Fullmer
Central PA Spinal Health Chiropractic, LLC
C/O James Kutz
17 North Second Street, 12th Floor
Harrisburg, PA 17101

Date: 9/30/24

By: /s/ Molly K. Pohlhaus
Molly K. Pohlhaus
Deputy Attorney General
PA Attorney No. 332428
Pennsylvania Office of Attorney General
14th Floor, Strawberry Square
Harrisburg, PA 17120