

01-1480-CD  
KEITH D. GANGEWERE et al -vs- DR. JONG W. KIM et al

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

JUDICIAL DISTRICT

46-3-02

FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No.

01-1480-CO

## NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

NAME OF APPELLANT Dr. Jong W. Kim and Silvia R. Kim		MAG. DIST. NO. OR NAME OF D.J. 46-3-02	
ADDRESS OF APPELLANT Clearfield Internal Medicine, P.C. 1212 Turnpike Avenue, Clearfield, PA 16830		CITY	STATE ZIP CODE
DATE OF JUDGMENT 8/27/01	IN THE CASE OF (Plaintiff) (Defendant) Keith D. Gangewere/Debra R. vs Dr. Jong W. and Silvia R. Kim		
CLAIM NO. CV 19 LT 19	SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT <i>James A. Nadder</i>		

This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.

This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.

If appellant was CLAIMANT (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.

Signature of Prothonotary or Deputy

## PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

PRAECIPE: To Prothonotary

Enter rule upon Keith D. Gangewere and Debra R. Wisehaup, appellee(s), to file a complaint in this appeal  
Name of appellee(s)

(Common Pleas No. 01-1480-CO) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

RULE: To Keith D. Gangewere and Debra R. Wisehaup, appellee(s).  
Name of appellee(s)

Signature of appellant or his attorney or agent

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of mailing.

Date: Sept. 6, 2001

Signature of Prothonotary or Deputy

FILED

SEP 06 2001  
01/10-45/ath nadder pd  
William A. Shaw  
Prothonotary  
\$80.00

COURT FILE TO BE FILED WITH PROTHONOTARY

NOTICE OF APPEAL

FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No.

01-1480-00

COMMONWEALTH OF PENNSYLVANIA

CLEARFIELD COUNTY  
JUDICIAL DISTRICT

46-3-02

NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the

PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

(This proof of service MUST BE FILED WITHIN FIVE (5) DAYS AFTER filing the notice of appeal. Check applicable boxes)

COMMONWEALTH OF PENNSYLVANIA

STATE

CITY

Dr. Joseph W. Kim and Silvia R. Kim

COUNTY OF

County

Clearfield Internal Medicine, P.C.

1212 Turnpike Avenue, Clearfield, PA 16830

AFFIDAVIT:

I hereby swear or affirm that I served the following parties with the Notice of Appeal and Rule to File Complaint on the following date:

☐ a copy of the Notice of Appeal, Common Pleas No. \_\_\_\_\_, upon the District Justice designated therein on \_\_\_\_\_ (date of service) \_\_\_\_\_

☐ by personal service ☐ by (certified) (registered) mail, sender's

receipt attached hereto and upon the appellee (name) \_\_\_\_\_ on \_\_\_\_\_

☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto

and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) on \_\_\_\_\_

whom the Rule was addressed on \_\_\_\_\_, 19\_\_\_\_, ☐ by personal service ☐ by (certified) (registered)

mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 19\_\_\_\_

Signature of official before whom affidavit was made

Signature of official before whom affidavit was made

Title of official

My commission expires \_\_\_\_\_

(Common Pleas No. \_\_\_\_\_) within twenty (20) days after service of rule or suffer entry of judgment of non pros

Signature of appellant or its attorney or agent

Signature of appellant or its attorney or agent

Signature of appellant or its attorney or agent

Signature of appellant or its attorney or agent

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of

service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of mailing.

Signature of Prothonotary or Deputy

Date: 2/27/01

FILED

SEP 0 2 2001  
CLEARFIELD COUNTY  
PROTHONOTARY

COURT FILE TO BE FILED WITH PROTHONOTARY

COURT FILE

APPROVED

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.: <b>46-3-02</b>
DJ Name: Hon. <b>RICHARD A. IRELAND</b>
Address: <b>650 LEONARD STREET CLEARFIELD, PA</b>
Telephone: <b>(814) 765-5335</b> <b>16830</b>

ATTORNEY DEF PRIVATE :

**JAMES NADDEO**  
**P.O. BOX 552**  
**CLEARFIELD, PA 16830**

## NOTICE OF JUDGMENT/TRANSCRIPT CIVIL CASE

PLAINTIFF: NAME and ADDRESS  
**GANGEWERE, KEITH D, ET AL.**  
**213 1/2 N SECOND ST**  
**CLEARFIELD, PA 16830**

VS.  
DEFENDANT: NAME and ADDRESS  
**KIM, DR. JONG W, ET AL.**  
**1212 TURNPIKE AVE**  
**CLFD INTERNAL MEDICINE**  
**CLEARFIELD, PA 16830**

AUG 31 2001

Docket No.: **CV-0000331-01**  
Date Filed: **7/09/01**



### THIS IS TO NOTIFY YOU THAT:

Judgment:

DEFAULT JUDGMENT PLTF

☒ Judgment was entered for: (Name) GANGEWERE, KEITH D, ET AL.

☒ Judgment was entered against: (Name) KIM, SILVIA R

in the amount of \$ 8,114.50 on: (Date of Judgment) 8/27/01

☐ Defendants are jointly and severally liable. (Date & Time) \_\_\_\_\_

☐ Damages will be assessed on:

☐ This case dismissed without prejudice.

☐ Amount of Judgment Subject to  
Attachment/Act 5 of 1996 \$ \_\_\_\_\_

☐ Levy is stayed for \_\_\_\_\_ days or ☐ generally stayed.

☐ Objection to levy has been filed and hearing will be held:

Amount of Judgment	\$ <u>8,000.00</u>
Judgment Costs	\$ <u>114.50</u>
Interest on Judgment	\$ <u>.00</u>
Attorney Fees	\$ <u>.00</u>
<b>Total</b>	<b>\$ <u>8,114.50</u></b>
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
	=====
<b>Certified Judgment Total</b>	<b>\$ _____</b>

Date:	Place:
Time:	

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

AUG 27 2001 Date Richard Ireland, District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

\_\_\_\_\_, Date \_\_\_\_\_, District Justice

My commission expires first Monday of January,

**2006**

SEAL

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

JUDICIAL DISTRICT

46-3-02

FROM

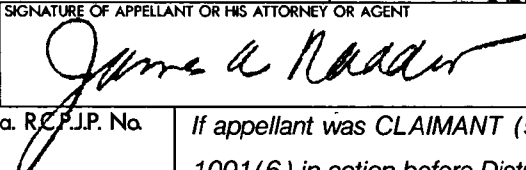
DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No.

01-1480-00

## NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

NAME OF APPELLANT <b>Dr. Jong W. Kim and Silvia R. Kim</b>		MAG. DIST. NO. OR NAME OF D.J. <b>46-3-02</b>	
ADDRESS OF APPELLANT <b>Clearfield Internal Medicine, P.C. 1212 Turnpike Avenue, Clearfield, PA 16830</b>		CITY <b>Clearfield</b>	STATE <b>PA</b>
DATE OF JUDGMENT <b>8/27/01</b>	IN THE CASE OF (Plaintiff) <b>Keith D. Gangewere/Debra R. Wisehaup</b> vs. (Defendant) <b>Dr. Jong W. and Silvia R. Kim</b>		
CLAIM NO. <b>CV 19</b> <b>LT 19</b>	SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT 		
This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B. This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.		If appellant was CLAIMANT (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.	
Signature of Prothonotary or Deputy			

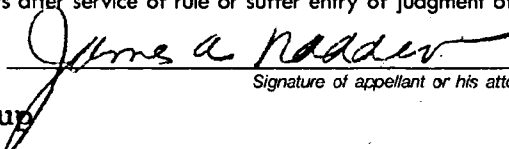
## PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

## PRAECIPE: To Prothonotary

Enter rule upon **Keith D. Gangewere and Debra R. Wisehaup**, appellee(s), to file a complaint in this appeal  
Name of appellee(s)

(Common Pleas No. **01-1480-00**) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

  
Signature of appellant or his attorney or agent


**RULE:** To **Keith D. Gangewere and Debra R. Wisehaup**, appellee(s).  
Name of appellee(s)

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of mailing.

Date: **Sept. 6**, 2001

  
Signature of Prothonotary or Deputy

I hereby certify this to be a true and attested copy of the original statement filed in this case.

SEP 06 2001

Attest.

  
Prothonotary

NOTICE OF APPEAL

FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. 01-1480-00

COMMONWEALTH OF PENNSYLVANIA  
COURT OF COMMON PLEAS  
CLEARFIELD COUNTY  
JUDICIAL DISTRICT  
46-3-02

NOTICE OF APPEAL

PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

(This proof of service MUST BE FILED WITHIN FIVE (5) DAYS AFTER filing the notice of appeal. Check applicable boxes)

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

Dr. John R. Kim and Silvia R. Kim  
1515 Turnpike Avenue, Clearfield, PA 16830  
Clearfield Internal Medicine, P.C.

AFFIDAVIT: I hereby swear or affirm that I served

vs. Dr. John R. Kim and Silvia R. Kim  
Keith D. Gangewere/Debra R. Wisenhaup

☒ a copy of the Notice of Appeal, Common Pleas No. 2001-01480-00, upon the District Justice designated therein on (date of service) Sept. 17, 2001, ☐ by personal service ☒ by (certified) (registered) mail, sender's receipt attached hereto, and upon the appellee, (name) Keith D. Gangewere & Debra R. Wisenhaup

☒ and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom the Rule was addressed on Sept. 8, 2001, ☐ by personal service ☒ by (certified) (registered) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS 11th DAY OF Sept. 2001

Signature of official before whom affidavit was made  
Linda C. Lewis, Notary Public

Signature of affiant  
James A. Naddeo  
IF NOT USED, detach from copy of notice of appeal to be served upon appellee.

Title of official

My commission expires on

Notarial Seal  
Linda C. Lewis, Notary Public  
Clearfield County  
My Commission Expires July 25, 2003

Enter rule upon  
Keith D. Gangewere and Debra R. Wisenhaup

(Common Pleas No. 01-1480-00) within twenty (20) days after

Signature of appellant or appellee

RULE: To Keith D. Gangewere and Debra R. Wisenhaup (Name of appellee(s))

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of mailing.

Date: Sept. 11, 2001

FILED

SEP 11 2001  
10:34 AM  
William A. Shaw  
Prothonotary

Prothonotary  
Attest

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Keith D. Gangewere  
Debra R. Wisehaup  
213½ North Second Street  
Clearfield, PA 16830

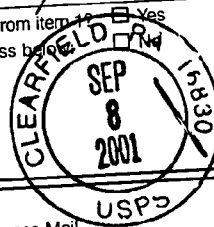
**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly) B. Date of Delivery

C. Signature

X *Debra R. Wisehaup*☐ Agent☐ AddresseeD. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below:



3. Service Type

☒ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number (Copy from service label)

7000 1670 0002 4681 5092

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-0952

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Richard A. Ireland  
District Magistrate  
650 Leonard Street  
Clearfield, PA 16830

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly) B. Date of Delivery

X *Kate Ireland*

9-7-01

C. Signature

X *Kate Ireland*☐ Agent☐ AddresseeD. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number (Copy from service label)

700 0600 0023 2701 2561

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-0952

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.: <b>46-3-02</b>
DJ Name: Hon. <b>RICHARD A. IRELAND</b>
Address: <b>650 LEONARD STREET CLEARFIELD, PA</b>
Telephone: <b>(814) 765-5335 16830</b>

**RICHARD A. IRELAND  
650 LEONARD STREET  
CLEARFIELD, PA 16830**

**NOTICE OF JUDGMENT/TRANSCRIPT  
CIVIL CASE**

PLAINTIFF: NAME and ADDRESS  
**GANGEWERE, KEITH D, ET AL.  
213 1/2 N SECOND ST  
CLEARFIELD, PA 16830**

VS.  
DEFENDANT: NAME and ADDRESS  
**KIM, DR. JONG W, ET AL.  
1212 TURNPIKE AVE  
CLFD INTERNAL MEDICINE  
CLEARFIELD, PA 16830**

Docket No.: **CV-0000331-01**  
Date Filed: **7/09/01**



**2001-1480-CD**

**THIS IS TO NOTIFY YOU THAT:**

Judgment:

**DEFAULT JUDGMENT PLTF**

☒ Judgment was entered for: (Name) **GANGEWERE, KEITH D, ET AL.**

☒ Judgment was entered against: (Name) **KIM, DR. JONG W**

in the amount of \$ **8,114.50** on: (Date of Judgment) **8/27/01**

☐ Defendants are jointly and severally liable. (Date & Time) \_\_\_\_\_

☐ Damages will be assessed on:

☐ This case dismissed without prejudice.

☐ Amount of Judgment Subject to Attachment/Act 5 of 1996 \$ \_\_\_\_\_

☐ Levy is stayed for \_\_\_\_\_ days or ☐ generally stayed.

☐ Objection to levy has been filed and hearing will be held:

Amount of Judgment	\$ <b>8,000.00</b>
Judgment Costs	\$ <b>114.50</b>
Interest on Judgment	\$ <b>.00</b>
Attorney Fees	\$ <b>.00</b>
<b>Total</b>	<b>\$ 8,114.50</b>
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
	=====
<b>Certified Judgment Total</b>	<b>\$ _____</b>

Date:	Place:	<b>FILED</b> <b>SEP 18 2001</b>
Time:		

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

**AUG 27 2001** Date **Richard Ireland**, District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.  
**9-7-01** Date **Richard Ireland**, District Justice

My commission expires first Monday of January,

**2006**

SEAL



COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:	<b>46-3-02</b>
DJ Name: Hon.	<b>RICHARD A. IRELAND</b>
Address:	<b>650 LEONARD STREET CLEARFIELD, PA</b>
Telephone: (814 )	<b>765-5335 16830</b>

**RICHARD A. IRELAND  
650 LEONARD STREET  
CLEARFIELD, PA 16830**

**NOTICE OF JUDGMENT/TRANSCRIPT  
CIVIL CASE**

PLAINTIFF: NAME and ADDRESS  
**GANGEWERE, KEITH D, ET AL.  
213 1/2 N SECOND ST  
CLEARFIELD, PA 16830**

VS.  
DEFENDANT: NAME and ADDRESS  
**KIM, DR. JONG W, ET AL.  
1212 TURNPIKE AVE  
CLFD INTERNAL MEDICINE  
CLEARFIELD, PA 16830**

Docket No.: **CV-0000331-01**  
Date Filed: **7/09/01**



**THIS IS TO NOTIFY YOU THAT:**

Judgment:

**DEFAULT JUDGMENT PLTF**

☒ Judgment was entered for: (Name) **GANGEWERE, KEITH D, ET AL.**

☒ Judgment was entered against: (Name) **KIM, SILVIA R**

in the amount of \$ **8,114.50** on: (Date of Judgment) **8/27/01**

☐ Defendants are jointly and severally liable. (Date & Time) \_\_\_\_\_

☐ Damages will be assessed on:

☐ This case dismissed without prejudice.

☐ Amount of Judgment Subject to  
Attachment/Act 5 of 1996 \$ \_\_\_\_\_

☐ Levy is stayed for \_\_\_\_\_ days or ☐ generally stayed.

☐ Objection to levy has been filed and hearing will be held:

Amount of Judgment	\$ <b>8,000.00</b>
Judgment Costs	\$ <b>114.50</b>
Interest on Judgment	\$ <b>.00</b>
Attorney Fees	\$ <b>.00</b>
<b>Total</b>	<b>\$ 8,114.50</b>
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
	=====
<b>Certified Judgment Total</b>	<b>\$ _____</b>

Date:	Place:
Time:	

**ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.**

**AUG 23 2001** Date **Richard Ireland**, District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.  
**9-7-01** Date **Richard Ireland**, District Justice

My commission expires first Monday of January,

**2006**

SEAL

FILED

SEP 18 2001

o / 11 23 01 m  
William A. Shaw  
Prothonotary

*[Signature]*

**William A. Shaw**  
Prothonotary

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW**

**KEITH D. GANGEWERE, D.O. and  
DEBRA R. WISEHAUPT,  
Plaintiffs**

**vs.**

**DR. JONG W. KIM, i/at/d/b/a  
CLEARFIELD INTERNAL MEDICINE, P.C.,  
Defendants**

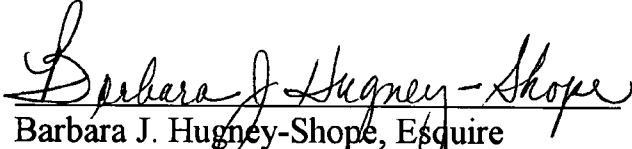
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**No. 01-1480-CD**

**CERTIFICATE OF SERVICE**

AND NOW, this 26<sup>th</sup> day of September, 2001, I, Barbara J. Hugney-Shope, Esquire, do hereby certify that I served a certified copy of the **PRAECIPE TO CHANGE CAPTION and COMPLAINT** on James A. Naddeo, Esquire, Attorney for the Defendants in the above-captioned matter, by hand delivery of the same on the 26th day of September, 2001, at his office as follows:

James A. Naddeo, Esquire  
Attorney for the Defendants  
211 1/2 East Locust Street  
Clearfield, PA 16830

  
Barbara J. Hugney-Shope, Esquire  
Attorney for the Plaintiffs

FILED

SEP 26 2001

0/2/09 2:11 PM  
William A. Shaw  
Prothonotary

*Shaw*  
*WAS*

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW**

**KEITH D. GANGEWERE, D. O. and  
DEBRA R. WISEHAUPT,  
Plaintiffs**

**vs.**

**DR. JONG W. KIM, i/at/d/b/a  
CLEARFIELD INTERNAL MEDICINE, P.C.,  
Defendants**

\*

\*

\*

\*

\* **No. 01-1480-CD**

\*

\*

\*

\*

\*

\* **TYPE OF PLEADING: COMPLAINT**

\*

\*

\* **FILED ON BEHALF OF: PLAINTIFFS**

\* **KEITH D. GANGEWERE, D.O. and**

\* **DEBRA R. WISEHAUPT**

\*

\*

\*

\* **COUNSEL OF RECORD FOR**

\* **THIS PARTY:**

\* **Barbara J. Hugney-Shope, Esquire**

\* **Supreme Court I. D. No. 26274**

\* **23 North Second Street**

\* **Clearfield, PA 16830**

\* **(814) 765-5155**

**FILED**

**SEP 2 2001**

**William A. Shaw  
Prothonotary**

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW**

**KEITH D. GANGEWERE, D.O. and  
DEBRA R. WISEHAUPT,  
Plaintiffs**

**vs.**

**DR. JONG W. KIM, i/at/d/b/a  
CLEARFIELD INTERNAL MEDICINE, P.C.,  
Defendants**

\*  
\*  
\*  
\*  
\* No. 01-1480-CD  
\*  
\*  
\*  
\*  
\*

**NOTICE TO DEFEND**

You have been sued in Court. If you wish to defend against these 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 OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Court Administrator  
Clearfield County Courthouse  
1 North Second Street  
Clearfield, PA 16830  
(814) 765-2641, Ext. 5982

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW**

**KEITH D. GANGEWERE, D.O. and  
DEBRA R. WISEHAUPT,  
Plaintiffs**

**vs.**

**DR. JONG W. KIM, i/at/d/b/a  
CLEARFIELD INTERNAL MEDICINE, P.C.,  
Defendants**

\*  
\*  
\*  
\*  
\* No. 01-1480-CD  
\*  
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\*  
\*  
\*

**COMPLAINT**

**AND NOW**, comes the Plaintiffs, KEITH D. GANGEWERE, D.O. and DEBRA R. WISEHAUPT, who by and through their attorney, BARBARA J. HUGNEY-SHOPE, ESQUIRE, file the following Complaint against the Defendants, and in support thereof aver as follows:

1. Plaintiffs, Keith D. Gangewere, D.O., and Debra R. Wisehaupt, are husband and wife, who reside at 213 1/2 North Second Street, Clearfield, Clearfield County, Pennsylvania, 16830.

2. Defendant, Dr. Jong W. Kim, is an adult individual, who resides at R. R. #1, Box 222A, Woodland, Clearfield County, Pennsylvania.

3. The Defendant, Dr. Jong W. Kim, is the President and sole shareholder of Clearfield Internal Medicine, P.C., a Pennsylvania professional corporation, which has its principal address at 1212 Turnpike Avenue, Clearfield, Pennsylvania 16830.



4. Plaintiff, Keith D. Gangewere, D.O., was formerly the President and sole shareholder of the professional corporation known as Clearfield Internal Medicine, P.C.

5. On November 20, 2000, Plaintiff, Keith D. Gangewere, D. O., agreed to sell his shares in Clearfield Internal Medicine, P.C., to Defendant, Dr. Jong W. Kim, for the sum of \$36,000 plus the agreement of Defendant, Dr. Jong W. Kim, and Defendant, Clearfield Internal Medicine, P.C., to pay certain debts that Plaintiffs, Keith D. Gangewere, D.O., and Debra R. Wischaupt, had incurred on behalf of Clearfield Internal Medicine, P.C., totaling \$8,305.41 represented as follows:

- (a) \$1,103.52 owed to Direct Merchants Bank;
- (b) \$3,673.47 owed to Juniata Valley National Bank;
- (c) \$3,500.00 owed to Dennis Martella, C.P.A.; and
- (d) \$28.42 owed to Verizon Wireless for Dr. Kim's personal cellphone charge.

A copy of the Agreement entered into by the parties is attached hereto as Exhibit "A" and incorporated herein.

7. As part of the agreement between Plaintiff, Keith D. Gangewere, D.O., and Defendant, Dr. Jong W. Kim, the Defendants agreed to pay these debts and hold Plaintiffs harmless and indemnify Plaintiffs for any failure on their part to satisfy these debts.

8. In their agreement, Defendant, Jong W. Kim, M.D., and Clearfield Internal Medicine, P.C., agreed to pay these amounts directly to the above creditors within five (5) days notice by Plaintiffs.

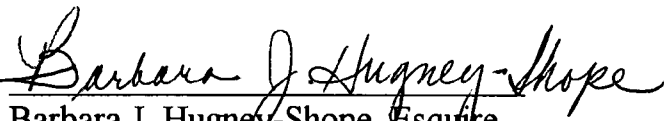
9. Despite repeated verbal requests for payment and a written request on December 12, 2000, Defendants failed to make said payments and as a result Plaintiffs have been required to pay these amounts to prevent their credit from being destroyed.

10. On January 11, 2001, Plaintiffs notified Defendant, Jong W. Kim, M.D., in writing that the full amount of the accounts that Defendants agreed to pay were due and owing. A copy of said letter is attached hereto as Exhibit "B" and incorporated herein.

11. Due to Defendants' failure to pay these debts, Plaintiffs have been required to secure legal representation in order to seek reimbursement from the Defendants for the money they advanced to pay the obligations assumed by Defendants.

WHEREFORE, Plaintiffs demand that judgment be entered in their favor and against the Defendants in the amount of \$8,305.41, together with interest from January 11, 2001, reasonable attorney's fees and costs of suit including \$114.50 in Magistrate costs.

Respectfully submitted,

  
Barbara J. Hugney-Shope, Esquire  
Attorney for Plaintiffs

### SHARE PURCHASE AGREEMENT

THIS AGREEMENT is made as of the 22nd day of November, 2000, by and between KEITH D. GANGEWERE, D.O., hereinafter referred to as SELLER, and JONG W. KIM, M.D., hereinafter referred to as BUYER, and CLEARFIELD INTERNAL MEDICINE, P.C., hereinafter referred to as CORPORATION.

#### W I T N E S S E T H:

WHEREAS, SELLER is the owner of 5,000 shares of the outstanding common stock of the CORPORATION;

WHEREAS, SELLER desires to sell a total of 5,000 shares of common stock of CORPORATION to BUYER;

WHEREAS, BUYER desires to purchase 5,000 shares of common stock of CORPORATION from SELLER.

NOW, THEREFORE, in consideration of the promises and mutual covenants made in this Agreement, it is agreed as follows:

#### SALE OF SHARES

1. SELLER shall sell, transfer, and assign to BUYER a total of 5,000 shares of common stock of the CORPORATION standing in the SELLER'S name in accordance with the Share Transfer and Purchase Price agreed to in this agreement. SELLER shall execute the necessary documents effecting the transfer upon BUYER tendering to SELLER the purchase price, hereinafter set forth, on or before November 22, 2000.

### **PURCHASE PRICE**

2. BUYER shall pay to SELLER the total sum of \$36,000.00 as payment for the shares.

### **SELLER'S OBLIGATION TO SELL**

3. SELLER'S obligation to sell and BUYER'S obligation to purchase shares of common stock of the CORPORATION as of November 22, 2000, shall be conditioned on the following:

### **SELLER'S REPRESENTATION AND WARRANTIES**

4. SELLER hereby represents, warrants, and agrees as follows:

(A) That, the 5,000 shares of common stock of the CORPORATION constitute all of the issued and outstanding shares of the CORPORATION.

(B) That, the SELLER has good and marketable title to the shares of common stock standing in his name and, on full execution of this Agreement, owns the issued and outstanding shares of CORPORATION with the absolute right to sell, assign, and transfer the same free and clear of all liens, pledges, and encumbrances of any kind.

(C) That, all issued and outstanding shares of the CORPORATION are fully paid and non-assessable. There are no outstanding subscriptions, options, or other agreements obligating the CORPORATION to issue additional shares of its capital stock or any other securities of any kind or class.

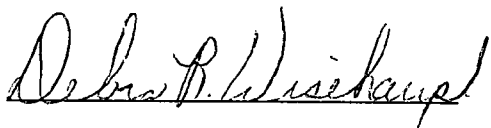
(D) That, all CORPORATION liabilities have been disclosed to BUYER and that SELLER represents that there are no additional liabilities beyond those represented in Exhibit "A" nor any known impending lawsuits against the CORPORATION.

**ACKNOWLEDGMENT**

5. BUYER, SELLER, and the CORPORATION hereby acknowledge to each other that this Agreement includes certain terms, conditions and mutual understandings as set forth in Exhibit A attached to this Agreement and made a part of it as if those terms, conditions and mutual understandings had been fully rewritten in this Agreement. From and after the date of this Agreement, the BUYER, SELLER and the CORPORATION shall be bound by these terms, conditions and mutual understandings.

IN WITNESS WHEREOF, the parties set their hands to this Agreement effect as of the date first written above.

WITNESS:


  
Debra R. Wischaupt

SELLER:

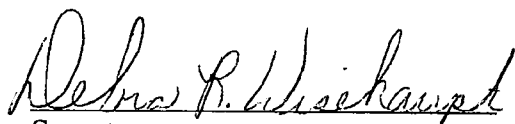
  
KEITH D. GANGEWERE, D.O.

BUYER:

  
Jong W. Kim

  
JONG W. KIM, M.D.

ATTEST:

  
Secretary

CLEARFIELD INTERNAL MEDICINE, P.C.  
BY:

  
KEITH D. GANGEWERE, D.O.,  
PRESIDENT

**TERMS, CONDITIONS AND MUTUAL UNDERSTANDINGS WITH REGARD TO  
THE SALE OF ALL OUTSTANDING SHARES OF CLEARFIELD INTERNAL  
MEDICINE, P. C. STOCK.**

**THE PARTIES HEREBY AGREE AND ACKNOWLEDGE THAT CLEARFIELD  
INTERNAL MEDICINE, P.C. IS THE OWNER OF THE FOLLOWING ASSETS:**

**1. Medical equipment, office equipment and furniture in the current office at 213 North Second Street, Clearfield, PA, EXCEPT the echocardiogram machine and the television set and stereo in the waiting room and personal items in SELLER'S office which are and shall remain the separate property of SELLER. Also included are the additional equipment in storage at U-Store-It, No. 42, Curwensville, PA.**

**Cost: \$43,766.00; est. current value: \$29,705.00.**

**2. Accounts Receivable; EXCEPT an IRS refund for 1996 and 1997 in the amount of \$4,526.00 plus interest which shall be signed over by Corporation to Seller upon its receipt from the Internal Revenue Service.**

**Approximate currently \$68,879.92; without the aforesaid IRS refund.**

**3. Goodwill, records, all corporate identification numbers for federal and state taxes, Medicare, Medicaid, Blue Shield, Tri-Care, UMWA, Black Lung, Geisinger Health Plan, etc.:  
Negotiable.**

**Exhibit "A"**

**THE PARTIES HEREBY AGREE AND ACKNOWLEDGE THAT CLEARFIELD  
INTERNAL MEDICINE HAS THE FOLLOWING LIABILITIES:**

**1. Clearfield Hospital, loan**

**Current amount due: \$49,336.28**

**2. Direct Merchants Bank, loan to be paid within the next ten (10) months**

**Current amount due: \$1,103.52**

**3. Juniata Valley National Bank, loan to be paid within the next ten (10) months**

**Current amount due: \$3,673.47**

**4. Dennis Martella, C.P.A., to be paid within the next six (6) months**

**Account due: \$3,500.00**

**5. Keith D. Gangewere, D.O.**

**Back wages: \$320,477.94**

**6. Debra R. Wisehaupt**

**Back rent: \$22,775.30**

**7. Utilities up to date of closing: Undetermined**

**BUYER hereby acknowledges that the following debts of the CORPORATION will remain the obligation of the CORPORATION.**

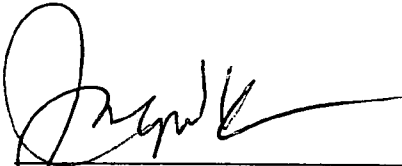
**The parties agree that BUYER will assume all CORPORATION debts, EXCEPT the back wages owed Keith D. Gangewere, D.O., and the back rent owed Debra R. Wisehaupt. These obligations are being waived by Gangewere and Wisehaupt and the CORPORATION shall no longer have any liability with regard to these two (2) debts. The remaining debts: Clearfield Hospital, Direct Merchants Bank, Juniata Valley National Bank, Dennis Martella, and utilities shall remain the obligation of CORPORATION and BUYER hereby agrees to pay**

said debts and hold SELLER harmless and indemnify SELLER for any failure on the part of CORPORATION or BUYER to satisfy same. Said payments to Direct Merchants Bank, Juniata Valley National Bank and Dennis Martella shall be made by CORPORATION to SELLERS within five (5) days notice of the amount due.

**THE PARTIES HEREBY AGREE AND ACKNOWLEDGE THE FOLLOWING TERMS AND CONDITIONS INCLUDED AS PART OF THE SALE OF STOCK IN CORPORATION:**

The BUYER and SELLER hereby waive any rights that either may have had with regard to the other in any non-competition clause contained in any agreement between them and/or them and the CORPORATION.

BUYER and SELLER, by signing below, indicates their agreement with the above terms, conditions and understandings.

  
JONG W. KIM, M. D.  
BUYER

  
KEITH D. GANGEWERE, D.O.  
SELLER



COMMONWEALTH OF PENNSYLVANIA )

SS.:

COUNTY OF CLEARFIELD )

On this, the 22nd day of November, 2000, before me, the undersigned officer, personally appeared KEITH D. GANGEWERE, D.O., who, being duly sworn, deposes and states that he is President of CLEARFIELD INTERNAL MEDICINE, P.C., and that as such does depose and state that the facts set forth in the foregoing Share Purchase Agreement are true and correct to the best of his knowledge, information and belief.

CLEARFIELD INTERNAL MEDICINE, D.O.

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

Keith D. Gangewere, D.O.

SWORN TO AND SUBSCRIBED

before me this 22nd day

of November, 2000.

Barbara J. Hugney-Shope  
Notary Public

NOTARIAL SEAL  
BARBARA J. HUGNEY-SHOPE, Notary Public  
Clearfield Boro, Clearfield County, PA  
My Commission Expires Oct. 20, 2003

COMMONWEALTH OF PENNSYLVANIA

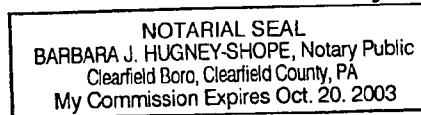
)  
SS.:  
)

On this, the 2nd day of November, 2000, before me the undersigned officer, personally appeared KEITH D. GANGEWERE, D.O., known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he has executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

Notary Public

My Commission Expires:



COMMONWEALTH OF PENNSYLVANIA

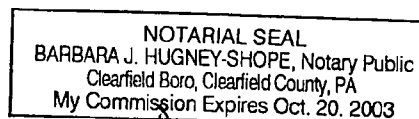
)  
SS.:  
)

On this, the 22nd day of November, 2000, before me the undersigned officer, personally appeared JONG W. KIM, M.D., known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he has executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

Notary Public

My Commission Expires:



213½ North Second Street  
Clearfield, Pennsylvania 16830  
January 11, 2001

Jong W. Kim, M.D.  
1212 Turnpike Avenue  
Clearfield, Pennsylvania 16830

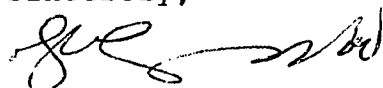
Dear Dr. Kim:

The following amounts are outstanding and we would appreciate you beginning payments on these amounts due per our agreement:

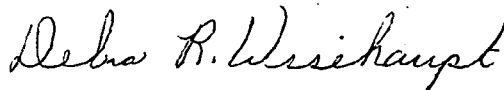
Direct Merchants Bank	\$1,103.52
Juniata Valley Bank	3,673.47
Dennis Martella, CPA	3,500.00
Utility - Verizon Wireless (Your cellular phone charges)	28.42

Thank you.

Sincerely,



Keith D. Gangewere, D.O.



Debra R. Wisehaupt


P.S. Also, there are approximately 20 boxes of papers which were in the basement that are ready to be picked up or dropped off. Please let me know.

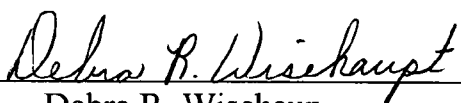
Deb 762-8218

EXHIBIT "B"

**VERIFICATION**

We hereby verify that the statements made in this COMPLAINT are true and correct to the best of our knowledge, information and belief. This verification is made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities.

  
Keith D. Gangewere, D.O.

  
Debra R. Wischaup

Dated: *Sept. 26, 2001*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

KEITH D. GANGEWERE, D.O. and  
DEBRA R. WISEHAUPT,  
Plaintiffs

vs.

DR. JONG W. KIM, i/at/d/b/a  
CLEARFIELD INTERNAL MEDICINE, P.C.,  
Defendants

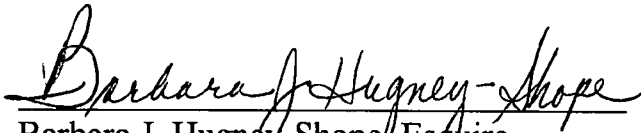
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\*

No. 01-1480-CD

CERTIFICATE OF SERVICE

AND NOW, this 26<sup>th</sup> day of September, 2001, I, Barbara J. Hugney-Shope, Esquire, do hereby certify that I served a certified copy of the **PRAECIPE TO CHANGE CAPTION and COMPLAINT** on James A. Naddeo, Esquire, Attorney for the Defendants in the above-captioned matter, by hand delivery of the same on the 26th day of September, 2001, at his office as follows:

James A. Naddeo, Esquire  
Attorney for the Defendants  
211 1/2 East Locust Street  
Clearfield, PA 16830

  
Barbara J. Hugney-Shope, Esquire  
Attorney for the Plaintiffs

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

NO. 01-1480-CD

KEITH D. GANGWERE, D.O. and  
DEBRA R. WISEHAUPT,  
Plaintiffs,

vs.

DR. JONG W. KIM, i/at/d/b/a  
CLEARFIELD INTERNAL MEDICINE, P.C.  
Defendants.

C O M P L A I N T

**FILED**

SEP 26 2001

*012143cc atty*  
*William A. Shaw*  
*Prothonotary*  
*Shaw*

BARBARA J. HUGNEY-SHOPE  
Attorney-at-Law  
23 N. Second Street  
Clearfield, PA 16830  
(814) 765-5155  
FAX (814) 765-2957

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

KEITH D. GANGEWERE, D.O. and  
DEBRA R. WISEHAUPT;  
Plaintiffs;

v:

DR. JONG W. KIM, i/at/d/b/a  
DR. JONG W. KIM, i/at/d/b/a  
CLEARFIELD INTERNAL  
MEDICINE, P.C., Defendants.  
Defendants.

No: 01-1480-CD

NOTICE TO PLEAD

TO THE PLAINTIFFS:

Type of Pleading:

You are hereby notified to answer to Complaints to  
the enclosed New Matter and Counterclaim and Counterclaim (20) days  
from service herof or a judgment may be entered against you.

Filed on behalf of:  
Defendants

*James A. Naddeo*  
Counsel of Record for  
this party.  
Attorney for Defendants

James A. Naddeo, Esq.  
Pa I.D. 06820

211 1/2 E. Locust Street  
P.O. Box 552  
Clearfield, PA 16830  
(814) 765-1601

**FILED**

NOV 07 2001

William A. Shaw  
Prothonotary

11. Paragraph 11 is admitted in so far as it alleges  
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION  
that Plaintiffs have secured legal representation. It is denied,

KEITH D. GANGEWERE, D.O. and \*  
however, the Defendants are indebted to Plaintiffs for reasons  
DEBRA R. WISEHAUPT, \*

set forth in Plaintiffs, \*  
new matter, which is incorporated herein by  
reference. \* No. 01-1480-CD

DR. JONG W. KIM, i/at/d/b/a \*  
CLEARFIELD INTERNAL, Defendants \* respectfully requests that  
MEDICINE, P.C. \*  
Plaintiffs Complaint be dismissed. \*  
Defendants. \*

#### ANSWER TO COMPLAINT

NOW COMES the Defendants, and by their attorney, James  
12. that the parties to this action entered into an  
A. Naddeo, Esquire, sets forth the following Answer to  
Agreement of Sale dated November 22, 2000, a copy of said

Complaint: is attached to Plaintiffs' Complaint as Exhibit "A" and  
Agreement

1. Paragraph 1 is admitted.  
incorporated herein by reference.

2. Paragraph 2 is admitted.

13. that the Exhibit attached to the parties' Sales  
Agreement 3. Paragraph 3 is admitted.

4. Paragraph 4 is admitted.  
which were to be assumed and paid by defendant.

5. Paragraph 5 is admitted but in further answer thereto  
14. that one of the debts scheduled in the parties  
Defendants incorporate New Matter hereinafter set forth.  
Agreement was for accounting services owed to Dennis Martella,

CPA. 7. Paragraph 7 is admitted.

8. Paragraph 8 is admitted.

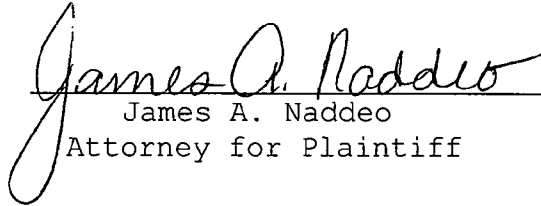
15. that subsequent to signing the Agreement of Sale,  
Defendants 9. Paragraph 9 is admitted but in further answer thereto  
contacted Dennis Martella, CPA, and tendered payment of

the alleged debt due to the said Dennis Martella, CPA, for  
accounting services.

10. Paragraph 10 is admitted but in further answer  
thereto Defendants incorporate New Matter hereinafter set forth.



WHEREFORE, Plaintiff in this Counterclaim demands judgment against Defendants in this Counterclaim in excess of \$25,000.00.

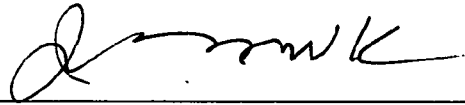
  
James A. Naddeo  
Attorney for Plaintiff

COMMONWEALTH OF PENNSYLVANIA)

ss.

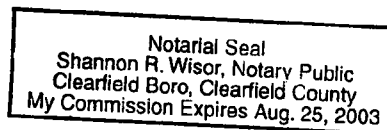
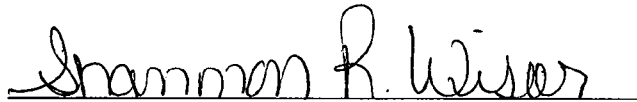
COUNTY OF CLEARFIELD )

Before me, the undersigned officer, personally appeared JONG W. KIM, MD, who being duly sworn according to law, deposes and states that the facts set forth in the foregoing Answer, New Matter and Counterclaim are true and correct to the best of his knowledge, information and belief.



Jong W. Kim, MD

SWORN and SUBSCRIBED before me this 2nd day of November, 2001.



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

KEITH D. GANGEWERE, D.O. and \*  
DEBRA R. WISEHAUPT, \*  
Plaintiffs, \*

v. \*

No. 01-1480-CD

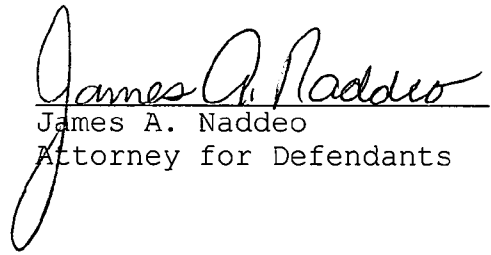
DR. JONG W. KIM, i/at/d/b/a \*  
CLEARFIELD INTERNAL \*  
MEDICINE, P.C., \*  
Defendants. \*

**CERTIFICATE OF SERVICE**

I, James A. Naddeo, Esquire, do hereby certify that a certified copy of Answer to Complaint, New Matter and Counterclaim filed in the above-captioned action was served on the following person and in the following manner on the 7th day of November, 2001:

First-Class Mail, Postage Prepaid

Barbara J. Hugney-Shope, Esquire  
23 North Second Street  
Clearfield, PA 16830

  
James A. Naddeo  
Attorney for Defendants

**FILED**

NOV 07 2001

*William A. Straw*  
Prothonotary

*W.A. Straw*

JAMES A. NADDEO  
ATTORNEY AT LAW  
211 1/2 EAST LOCUST STREET  
P.O. BOX 552  
CLEARFIELD, PENNSYLVANIA 16830

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

**KEITH D. GANGEWERE, D.O., and  
DEBRA R. WISEHAUPT,**  
Plaintiffs

vs.

**DR. JONG W. KIM, i/at/d/b/a  
CLEARFIELD INTERNAL  
MEDICINE, P.C.,**  
Defendant

\*  
\*  
\*  
\*  
\* **NO. 01-1480-CD**  
\*  
\*  
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\*  
\* **Type of Case: CIVIL ACTION**  
\*  
\*  
\* **Type of Pleading: PLAINTIFF'S REPLY TO  
DEFENDANT'S NEW MATTER AND  
ANSWER TO COUNTERCLAIM**  
\*  
\*  
\*  
\* **Filed on behalf of: PLAINTIFFS  
KEITH D. GANGEWERE, D. O.  
DEBRA R. WISEHAUPT**  
\*  
\* **Counsel of Record for this Party:  
BARBARA J. HUGNEY-SHOPE, ESQUIRE**  
\*  
\* Supreme Court I. D. No. 26274  
\* 23 North Second Street  
\* Clearfield, PA 16830  
\* (814) 765-5155

**FILED**

NOV 28 2001

William A. Shaw  
Prothonotary

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION**

**KEITH D. GANGEWERE, D.O., and  
DEBRA R. WISEHAUPT,**  
Plaintiffs

vs.

**DR. JONG W. KIM, i/at/d/b/a  
CLEARFIELD INTERNAL  
MEDICINE, P.C.,**

Defendant

\*

\*

\*

\*

\* NO. 01-1480-CD

\*

\*

\*

\*

\* Type of Case: CIVIL ACTION

**PLAINTIFF'S REPLY TO DEFENDANT'S  
NEW MATTER AND ANSWER TO COUNTERCLAIM**

**REPLY TO NEW MATTER**

12. Admitted.

13. Admitted.

14. Admitted.

15. Denied. Defendant's allegations contained in Paragraph 15 of Defendant's New Matter are denied since, after reasonable investigation, Plaintiffs are without knowledge or information sufficient to form a belief as to the truth of these averments and strict proof thereof is demanded at time of trial. In further answer, the amount owed by Clearfield Internal Medicine, P.C., that was past due at the time of signing of the Agreement of Sale was \$3,500 with an additional amount of \$2,077 for work

performed for Clearfield Internal Medicine, P.C. from February 5, 2000 through November 10, 2000, represented as current charges. Because of the \$3,500 being for work performed prior to January 24, 2000 and being past due for a considerable period of time, the accountant requested payment of the \$3,500 immediately, which the Plaintiffs paid together with the balance of bill as indicated by their canceled check on November 24, 2000. Copies of the statement from D. C. Martella, C.P.A. and the canceled check are attached hereto and incorporated herein as Exhibit "B".

16. Admitted. In further answer, Dennis Martella, CPA, had been paid in full by the Plaintiffs and the Defendants owed Plaintiffs for the \$3,500 as set forth in their agreement which is included as part of the claim of the Plaintiffs against the Defendants.

17. Denied. It is denied that Plaintiffs at any time misrepresented the debt. On the contrary, the Plaintiffs were requested by Dennis Martella, CPA to pay the \$3,500 because he was concerned that he would never be paid by the Defendants.

#### **ANSWER TO COUNTERCLAIM**

18. Admitted.

19. Admitted.

20. Denied. It is denied that the Agreement of Sale of the stock of Clearfield Internal Medicine, PC, guaranteed the Plaintiff in the Counterclaim that patients of

Clearfield Internal Medicine, PC, would continue to remain patients of Clearfield Internal Medicine, PC. On the contrary, Defendants in the Counterclaim would not be in a position to guarantee to the Plaintiff in the Counterclaim that all patients of Clearfield Internal Medicine, PC, would wish to continue to remain a patient of Clearfield Internal Medicine, PC, as all patients have the right to seek medical treatment wherever they feel most comfortable and are receiving the best results.

21. Denied. It is denied that immediately following the sale of Clearfield Internal Medicine, PC, to Plaintiff in this Counterclaim, that Defendants in the Counterclaim canceled all telephone lists or commenced a concerted effort to solicit the patients of Clearfield Internal Medicine, PC. to the professional practice of Dr. Keith D. Gangewere. On the contrary, because Defendants in the Counterclaim knew long before the closing of the sale of Clearfield Internal Medicine, PC, that the Clearfield Office of Dr. Keith D. Gangewere would be closed and Plaintiff in the Counterclaim had not made a commitment whether he was going to purchase Clearfield Internal Medicine, PC, Defendants in the Counterclaim were informed by Verizon that it was necessary to cancel the yellow page listing in the telephone directory by October 6 or be billed for a full year; therefore, on October 6, 2000, the last day possible, this listing was canceled. Plaintiff in the Counterclaim had failed to indicate whether he was interested in purchasing the stock in Clearfield Internal Medicine, PC until after the



telephone company deadline and the actual closing did not take place until November 22, 2000. The telephone numbers billed personally to Defendants in the Counterclaim were canceled to avoid confusion with Plaintiff in the Counterclaim. It was expected that Plaintiff in the Counterclaim would make the necessary arrangements for his own telephone listings once closing occurred.

22. Denied. The allegations of Plaintiff in the Counterclaim are denied since, after reasonable investigation, the Defendant is without knowledge or information sufficient to form a belief as to the truth of these averments and strict proof thereof is demanded at the time of trial. By way of further answer, Defendants in the Counterclaim had no contact with patients of Clearfield Internal Medicine, PC after the agreement was signed except for a newspaper notice placed by the new employer of Dr. Keith Gangewere as to the medical practice that he was joining and where his office would be located.

23. Admitted. In further answer, prior to Dr. Keith Gangewere leaving the professional practice there were two (2) physicians treating patients and admitting patients to the Clearfield Hospital. Upon the departure of Dr. Keith Gangewere from the professional practice, a reduction in the number of patients being able to be treated by one (1) physician could reasonably expect to result in a reduction in income. Further, it is believed that Dr. Jong W. Kim no longer admits patients to the Clearfield

	<u>Hrs/Rate</u>	<u>Amount</u>
4/19/00 PSH PREPARATION OF FIRST QUARTER 2000 PAYROLL TAX FILINGS, RELATED ITEMS.	2.00 28.90/hr	58.00
7/18/00 PSH PREPARATION OF SECOND QUARTER 2000 PAYROLL TAX FILINGS, RELATED ITEMS.	4.00 28.90/hr	116.00
9/7/00 DCM PREPARATION OF 1999 CORPORATE TAX FILINGS, RELATED ITEMS, MATTERS AND CONFERENCES.	1.50 122.00/hr	183.00
9/11/00 DCM MEETING WITH DR. GANGEWERE REGARDING DISCUSSION OF SELLING PRACTICE TO HOSPITAL BASED PROFESSIONAL CORPORATION, RELATED ITEMS AND MATTERS.	0.70 96.00/hr	68.00
10/6/00 DCM CONFERENCE WITH CLIENT REGARDING PRACTICE VALUATION, CONVEYANCE OPTIONS, RELATED TAX IMPLICATIONS, RELATED MATTERS.	0.30 96.00/hr	NO CHARGE
10/24/00 PSH PREPARATION OF THIRD QUARTER 2000 PAYROLL TAX FILINGS, RELATED ITEMS.	3.00 28.90/hr	87.00
11/10/00 PSH ANALYSIS OF FORM 941 DEPOSITS FOR THE THRID QUARTER OF 2000 REGARDING DEPOSITORY REQUIREMENTS.	0.50 28.90/hr	15.00
For professional services rendered	39.50	\$2,077.00
Previous balance		\$4,473.00
4/16/00 Payment - thank you (INVOICE DATED 02/17/00)		(\$473.00)
7/13/00 Payment - thank you (INVOICE DATED 02/17/00)		(\$500.00)
Total payments		(\$973.00)

CLEARFIELD INTERNAL MEDICINE, P C

Page 3

Amount

Balance due

\$5,577.00

<u>Current</u>	<u>30 Days</u>	<u>60 Days</u>	<u>90 Days</u>	<u>120 Days</u>
2,077.00	0.00	0.00	0.00	3,500.00

EXHIBIT "B-3"

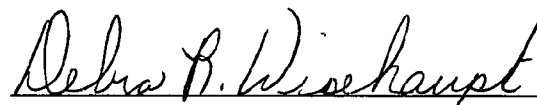
11-24-2000  
\$ 5577.00  
# 2221



VERIFICATION

We verify that the statements made in the foregoing Reply to New Matter and Answer to Counterclaim are true and correct. We understand that false statements herein made are subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsification to authorities.

  
Kenneth D. Gangewere, D. O.

  
Debra R. Wischaupt

Dated: November 27, 2001

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

NO. 01-1480-CD

KEITH D. GANGEWERE, D.O., and  
DEBRA R. WISEHAUPT,  
Plaintiffs,

vs.

DR. JONG W. KIM, i/at/d/b/a  
CLEARFIELD INTERNAL MEDICINE,  
Defendants.

PLAINTIFF'S REPLY TO DEFENDANT'S  
NEW MATTER AND ANSWER TO  
COUNTERCLAIM

**FILED**

NOV 20 2001  
01:04 PM Sec atty, Shaw  
William A. Shaw  
Prothonotary *WAS*

BARBARA J. HUGNEY-SHOPE  
Attorney-at-Law  
23 N. Second Street  
Clearfield, PA 16830  
(814) 765-5155  
FAX (814) 765-2957

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION**

**KEITH D. GANGEWERE, D. O., and  
DEBRA R. WISEHAUPT,**  
Plaintiffs,

vs.

**DR. JONG W. KIM, i/at/d/b/a  
CLEARFIELD INTERNAL  
MEDICINE, P. C.,**  
Defendants.

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\* **NO. 01-1480-CD**  
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**CERTIFICATE OF SERVICE**

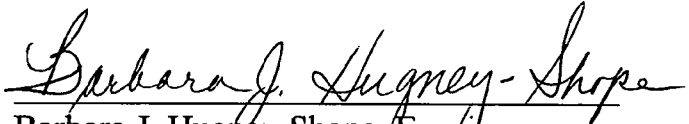
AND NOW, this 29th day of November, 2001, I, Barbara J. Hugney-Shope, Esquire, do hereby certify that I served a true and correct copy of the **PLAINTIFF'S REPLY TO DEFENDANT'S NEW MATTER AND ANSWER TO COUNTERCLAIM** filed in the above-captioned matter on James A. Naddeo, Esquire, Attorney for the Defendant in the above-captioned matter, by depositing the same with the United States Postal Service, postage prepaid, on the 28<sup>th</sup> day of November, 2001, and addressed as follows:

James A. Naddeo, Esquire  
JAMES A. NADDEO & ASSOCIATES  
211½ East Locust Street  
Clearfield, PA 16830

**FILED**

DEC 03 2001

William A. Shaw  
Prothonotary

  
Barbara J. Hugney-Shope, Esquire  
Attorney for the Plaintiffs  
23 North Second Street  
Clearfield, PA 16830

FILED

01/11/02  
DEC 03 2001

2cc

Atty Shope

William A. Shaw  
Prothonotary

WAS



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

KEITH D. GANGEWERE, D. O. and  
DEBRA R. WISEHAUPT,  
Plaintiff

vs.

DR. JONG W. KIM,i/at/d/b/a  
CLEARFIELD INTERNAL  
MEDICINE, P. C.,  
Defendants.

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\* No. 01-1480-CD  
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\* Type of Case: CIVIL ACTION  
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\*  
\* Type of Pleading: PRAECIPE TO  
\* SETTLE, DISCONTINUE AND END  
\*  
\*  
\* Filed on behalf of: PLAINTIFFS  
\* KEITH D. GANGEWERE, D.O.  
\* DEBRA R. WISEHAUPT  
\*  
\*  
\*  
\*  
\* Counsel of Record for this Party:  
\* BARBARA J. HUGNEY-SHOPE, ESQUIRE  
\*  
\* 23 North Second Street  
\* Clearfield, PA 16830  
\* (814) 765-4990  
\* Supreme Court I.D. No. 26274

**FILED**

JAN 31 2002

William A. Shaw  
Prothonetary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

KEITH D. GANGEWERE, D. O. and  
DEBRA R. WISEHAUPT,  
Plaintiff

vs.

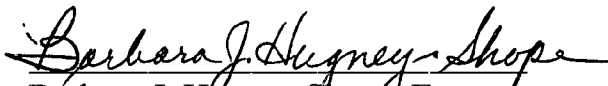
DR. JONG W. KIM, i/at/d/b/a  
CLEARFIELD INTERNAL  
MEDICINE, P. C.,  
Defendants.

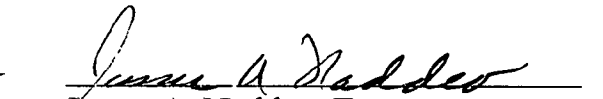
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\* No. 01-1480-CD  
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**PRAECIPE TO SETTLE, DISCONTINUE AND END**

TO: WILLIAM A. SHAW, PROTHONOTARY

Kindly mark the above-captioned case (Complaint and Counterclaim) settled,  
discontinued and ended.

  
Barbara J. Hugney-Shope, Esq.  
Attorney for Plaintiff


  
James A. Naddeo, Esq.  
Attorney for Plaintiff in Counterclaim

Dated: January 30, 2002

FILED

JAN 31 2002

01138/4 CC a H. Shaper  
William A. Shaw  
Prothonotary

Cont. De. to a H.  
Copy to VA 

**IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA**

**CIVIL DIVISION**

**Keith D. Gangewere  
Debra R. Wisehaup**

**Vs.**

**No. 2001-01480-CD**

**Jong W. Kim MD  
Clearfield Internal Medicine, P.C.**

**CERTIFICATE OF DISCONTINUATION**

Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on January 31, 2002 marked:

Settled, Discontinued and Ended

Record costs in the sum of \$80.00 have been paid in full by James A. Naddeo, Esquire.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 31st day of January A.D. 2002.

---

William A. Shaw, Prothonotary