

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

COMMONWEALTH OF PENNSYLVANIA

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

46th

NOTICE OF APPEAL

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

Signature of Prothonotary or Deputy

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.

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.

Jones a Nadder
Signature of appellant or his attorney or agent

RULE: To Keith D. Gangewere and Debra R. Wisehaup
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

W.W. DR
Signature of Prothonotary or Deputy

FILED

SEP 06 2001
01045/att, nadder pd
William A. Shaw
Prothonotary
880.00

COURT FILE TO BE FILED WITH PROTHONOTARY

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-02

DJ Name: Hon.

RICHARD A. IRELAND
Address: **650 LEONARD STREET**
CLEARFIELD, PA

Telephone: **(814) 765-5335** 16830

ATTORNEY DEF PRIVATE :

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

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF:

GANGEWERE, KEITH D, ET AL.
213 1/2 N SECOND ST
CLEARFIELD, PA 16830

DEFENDANT:

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**

AUG 31 2001



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: _____

Amount of Judgment	\$ 8,000.00
Judgment Costs	\$ 114.50
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 8,114.50

This case dismissed without prejudice.

Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
=====	
Certified Judgment Total	\$ _____

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:

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 Ronald 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

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

46th,

NOTICE OF APPEAL

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

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.

Signature of Prothonotary or Deputy

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.

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.

James A. Reader
Signature of appellant or his attorney or agent

RULE: To Keith D. Gangewere and Debra R. Wisehaup
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, 192001

William H. Ober
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.

William H. Ober
Prothonotary

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

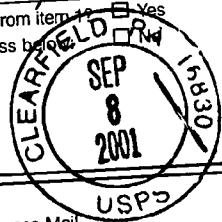
COMPLETE THIS SECTION ON DELIVERY

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

C. Signature

X Debra R. Wisehaup Agent
 Addressee

D. 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

102595-00-M-0952

PS Form 3811, July 1999

Domestic Return Receipt

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 Keith A. Ireland 9-7-01 Agent
 Addressee

D. 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)
700 0600 0023 2701 2561

102595-00-M-0952

PS Form 3811, July 1999

Domestic Return Receipt

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-02

DJ Name: Hon.

RICHARD A. IRELAND
Address: **650 LEONARD STREET**
CLEARFIELD, PA

Telephone: **(814) 765-5335** 16830

RICHARD A. IRELAND
650 LEONARD STREET
CLEARFIELD, PA 16830

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

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

VS.
DEFENDANT: **KIM, DR. JONG W, ET AL.**
NAME and ADDRESS
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	\$ 8,000.00
Judgment Costs	\$ 114.50
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Attorney Fees	\$.00
Total	\$ 8,114.50
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
Certified Judgment Total \$ _____	

Date:	Place:
Time:	

FILED

SEP 18 2001

William A. Shaw
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 21 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.:

46-3-02

DJ Name: Hon.

RICHARD A. IRELAND
Address: **650 LEONARD STREET**
CLEARFIELD, PA

Telephone: **(814) 765-5335** **16830**

RICHARD A. IRELAND
650 LEONARD STREET
CLEARFIELD, PA 16830

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF:

GANGEWERE, KEITH D, ET AL.
213 1/2 N SECOND ST
CLEARFIELD, PA 16830

NAME and ADDRESS

DEFENDANT:

KIM, DR. JONG W, ET AL.
1212 TURNPIKE AVE
CLFD INTERNAL MEDICINE
CLEARFIELD, PA 16830

NAME and ADDRESS

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



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Certified Judgment Total \$ _____	

Date:	Place:
Time:	

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AUG 23 2001 Date Rhoda 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 Rhoda Ireland, District Justice

My commission expires first Monday of January,

2006

SEAL

FILED

SEP 18 2001

0111301 m1

William A. Shaw
Frothonotary

WPS

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

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

vs.

270

* No. 01-1480-CD

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

Defendants

* * * * *

*** TYPE OF PLEADING: PRAECLP
* CHANGE CAPTION**

***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

SEP 26 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.

六六六六

* No. 01-1480-CD

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

CERTIFICATE OF SERVICE

AND NOW, this 26th 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
Barbara J. Hugney-Shope, Esquire
Attorney for the Plaintiffs

FILED

SEP 26 2001

William A. Shaw
Prothonotary
ES

**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 6 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.	* No. 01-1480-CD
 	*
DR. JONG W. KIM, i/at/d/b/a	*
CLEARFIELD INTERNAL MEDICINE, P.C.,	*
Defendants	*
 	*

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

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

C O M P L A I N T

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. Wisehaupt, 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.

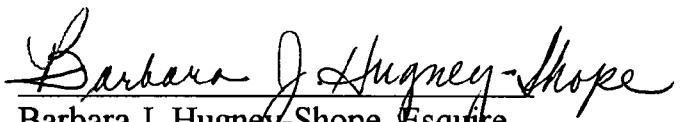
9. Despite repeated verbal requests for payment and a written request on December 12, 2000, Defendants failed to make said payments and as a result Plaintiffs have been required to pay these amounts to prevent their credit from being destroyed.

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 or \$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. Wieschaupt

SELLER:

J.D.
KEITH D. GANGEWERE, D.O.

BUYER:

J.W.K.
JONG W. KIM, M.D.

ATTEST:

Debra R. Wieschaupt
Secretary

CLEARFIELD INTERNAL MEDICINE, P.C.
BY:

J.D.
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

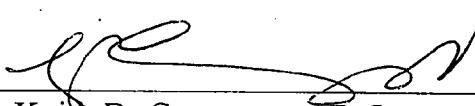


KEITH D. GANGEWERE, D.O.
SELLER

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF CLEARFIELD)
SS:)

On this, the 2nd 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.

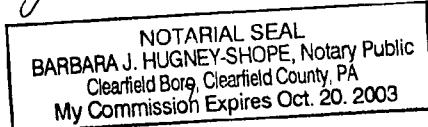
By: 

Keith D. Gangewere, D.O.

SWORN TO AND SUBSCRIBED

before me this 2nd day
of November, 2000.

Barbara J. Hugney-Shope
Notary Public



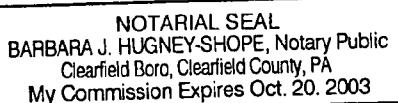
COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF CLEARFIELD)
SS.:)

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.

Barbara J. Hugney-Shope
Notary Public

My Commission Expires:



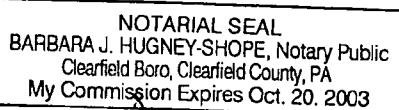
COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF CLEARFIELD)
SS.:)

On this, the 2nd 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.

Barbara J. Hugney-Shope
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

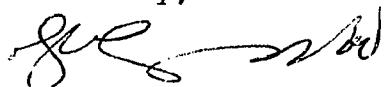
Dear Dr. Kim:

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

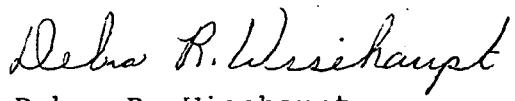
Direct Merchants Bank	\$1,103.52
Juniata Valley Bank	3,673.47
Dennis Martella, CPA	3,500.00
Utility - Verizon Wireless (Your cellular phone charges)	28.42

Thank you.

Sincerely,



Keith D. Gangewere, D.O.



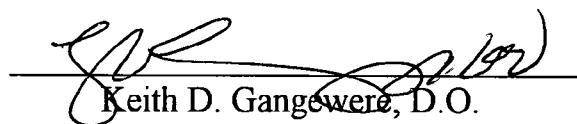
Debra R. Wisehaupt

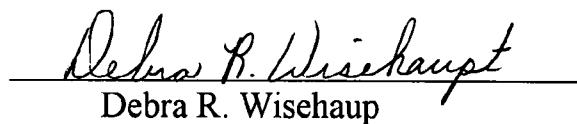
P.S. Also, there are approximately 20 boxes of papers which were in the basement that are ready to be picked up or dropped off. Please let me know.

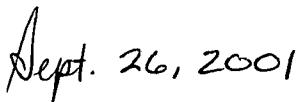
Deb 762-8218

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. Wisehaupt

Dated: 

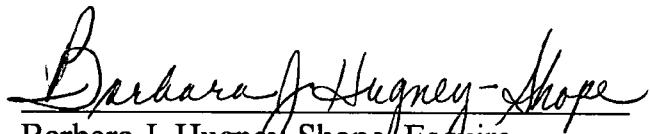
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

KEITH D. GANGEWERE, D.O. and *
DEBRA R. WISEHAUPT, *
Plaintiffs *
*
* vs. * No. 01-1480-CD
*
*
DR. JONG W. KIM, i/at/d/b/a *
CLEARFIELD INTERNAL MEDICINE, P.C., *
Defendants *

CERTIFICATE OF SERVICE

AND NOW, this 26th 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

Barbara J. Hugney-Shope
Attorney-at-Law
23 N. Second Street
Clearfield, PA 16830

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

NO. 01-1480-CD

KELTH 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.

C O M P L A I N T

FILED

SEP 26 2001
O 124/3cc atty
William A. Shaw
Prothonotary
BJS
Barbara J. Hugney-Shope

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, M.D./d/b/a
CLEARFIELD INTERNAL
MEDICINE, P.C.; Defendants.
Defendants.

No: 01-1480-CD

NOTICE TO PLAINTIFFS

TO THE PLAINTIFFS:

Type of Pleading:

You are hereby notified to Answer to Complaint, or to
the enclosed New Matter and Counterclaim and Counterclaim (20) days
from service hereof 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
that Plaintiffs have secured legal representation. It is denied,
KEITH D. GANGEWERE, D.O and * indebted to Plaintiffs for reasons
DEBRA R. WISEHAUPT, *
set forth in Plaintiffs * which is incorporated herein by
reference. * No. 01-1480-CD
DR. JONG W. KIM, M.D./at/d/b/a * Defendants respectfully requests that
CLEARFIELD INTERNAL *
MEDICINE, P.C. * Plaintiff's Complaint be dismissed.
Defendants.

ANSWER TO COMPLAINT

12. That the parties to this action entered into an
Agreement of Sale dated November 26, 2000, a copy of which is attached
to this complaint. The Agreement is attached to Plaintiffs' Complaint as Exhibit "A" and
incorporated herein by reference.

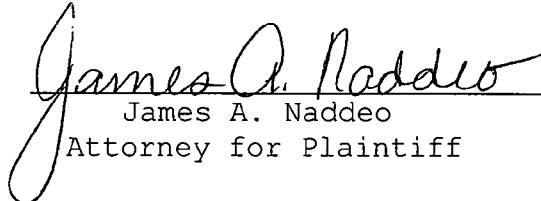
13. Paragraph 2 is admitted.
14. Paragraph 3 represents the existence of certain liabilities, some of
which were to be assumed and paid by defendant.

15. Paragraph 5 is admitted but in further answer thereto
Defendants incorporate New Matter hereinafter set forth.
Agreement was for accounting services owed to Dennis Martella,

CPA.

16. Paragraph 8 is admitted.
17. Paragraph 9 is admitted but in further answer thereto
Defendants incorporate New Matter hereinafter set forth.
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

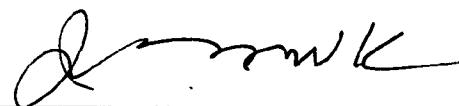
COMMONWEALTH OF PENNSYLVANIA)

ss.

COUNTY OF CLEARFIELD

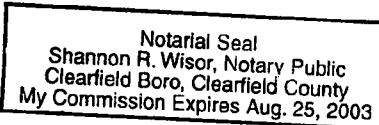
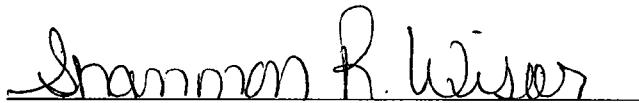
)

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

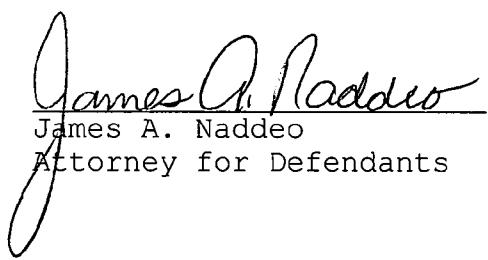
KEITH D. GANGEWERE, D.O. and *
DEBRA R. WISEHAUPT, *
Plaintiffs, *
*
v. * No. 01-1480-CD
*
DR. JONG W. KIM, i/at/d/b/a *
CLEARFIELD INTERNAL *
MEDICINE, P.C., *
Defendants. *

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

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

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FILED

NOV 07 2001

William A. Shaw
Prothonotary

[Handwritten signature]

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

**KEITH D. GANGEWERE, D.O., and *
DEBRA R. WISEHAUPT, *
Plaintiffs **
*
vs. * **NO. 01-1480-CD**
*
*
DR. JONG W. KIM, i/at/d/b/a *
CLEARFIELD INTERNAL *
MEDICINE, P.C., *
Defendant * **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

*
*
*
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*
*
*

* **NO. 01-1480-CD**

*
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*
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* **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)

	<u>Amount</u>				
Balance due	30 Days	60 Days	90 Days	120 Days	
<u>Balance due</u>					<u>\$5,577.00</u>
Current	0.00	0.00	0.00	3,500.00	
2,077.00					

EXHIBIT "B-3"

11-24-2000
\$5577.00
P 222

**DR. KEITH D. GANGEWERE
DEBRA R. WISEHAUPT
213 N 2ND ST 2ND FL
CLEARFIELD, PA 16830-2589**

2221

60-827/313

Nov. 24, 2000 DATE

PAY TO THE ORDER OF D. C. Martella, CPA \$ 5,577.00

Five thousand five hundred seventy-seven and ⁰⁰/₁₀₀ dollars 



FOR Clearfield Internal Med. pg

60313062785 1-41525-610

Debra R. Weishaupt
2221 0000557700

Ray Clearfield Bank & Trust Co.
D. C. MARTELLA, LTD
FCR DEPOSIT ONLY

DO NOT SIGN / WRITE / STAMP BELOW THIS LINE

— 1920 —

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FEDERAL RESERVE BOARD OF MEMPHIS HAS BEEN

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NOTES ON THE EXECUTIVE STAFF

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Do you want a lesson on back of graph paper?

Chemical Weathering

Rock Island is a division of Check Payment Systems, a corporation.

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EXHIBIT "B-4"

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.



Keith D. Gangewere, D.O.



Debra R. Wisehaupt

Dated: November 27, 2001

BARBARA J. HUGNEY-SHOPE
Attorney-at-Law
23 N. Second Street
Clearfield, PA 16830
Clearfield, PA 16830

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
01-1480-CD aty, Shope
William A. Shaw
Prothonotary
REX

BARBARA J. HUGNEY-SHOPE

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

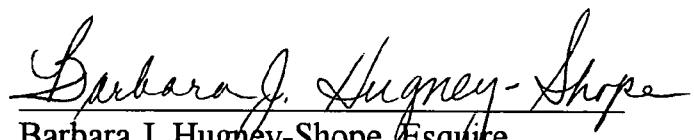
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

KEITH D. GANGEWERE, D. O., and *
DEBRA R. WISEHAUPT, *
Plaintiffs, *
*
*
*
*
vs. * **NO. 01-1480-CD**
*
DR. JONG W. KIM, i/at/d/b/a *
CLEARFIELD INTERNAL *
MEDICINE, P. C., *
Defendants. *

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 28th day of November, 2001, and addressed as follows:

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


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

FILED

DEC 03 2001

William A. Shaw
Prothonotary

FILED

01/11/02
DEC 6 3 2001

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William A. Shaw
Prothonotary

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

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

Plaintiff

vs.

*

*

*

* No. 01-1480-CD

*

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

Defendants.

*

*

*

* Type of Case: CIVIL ACTION

*

*

* Type of Pleading: PRAECIPE TO

* SETTLE, DISCONTINUE AND END

*

*

* Filed on behalf of: PLAINTIFFS

* KEITH D. GANGEWERE, D.O.

* DEBRA R. WISEHAUPT

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* 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
Prothonotary

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

KEITH D. GANGEWERE, D. O. and *
DEBRA R. WISEHAUPT, *
Plaintiff *
*
vs. * No. 01-1480-CD
*
DR. JONG W. KIM,i/at/d/b/a *
CLEARFIELD INTERNAL *
MEDICINE, P. C., *
Defendants. *

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

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

Dated: January 30, 2002

FILED

JAN 31 2002

01113814 CC. at Atty. Shop
William A. Shaw
Prothonotary

Cust. Do. to Atty.

Copy to CA
CC

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