

04-1620-CD
ROUTE 255 REALTY PARTNERS, LLC et al. vs. LEDORA CONTRERO, et al.

2/7/14 current address of
Lodora Gonters and Judith Frame
mother daughter

132 Bryce LN
Penfield PA 15849
637-5491

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ROUTE 255 REALTY PARTNERS, LLC,
ROSS DEVELOPMENT COMPANY,
ANTHONY J. ROSS, Members,
Assignees of
DUBOIS REALTY PARTNERS, LLC,

CIVIL DIVISION

Plaintiffs,

NO. 2004-1620-C0

vs.

PRAECIPE FOR
WRIT OF SUMMONS

LEDORA GONTERO and
JUDITH L. FRAME formerly
JUDITH L. GOSS,

Defendants.

FILED ^{RE}

OCT 15 2004

12:30 PM

William A. Shaw

Prothonotary/Clerk of Courts

Filed on Behalf of:

PLAINTIFFS

Counsel of Record for
this party:

Joseph Sabino Mistick, Esq.
Pa. I.D. 30303
310 Grant Street
Suite 820 Grant Building
Pittsburgh, PA 15219
(412) 396-5694

Stephen M. Farino, Esquire
Pa. I.D. No. 69210
One Oxford Centre
301 Grant Street, Suite 830
Pittsburgh, PA 15219
(412) 338-9700

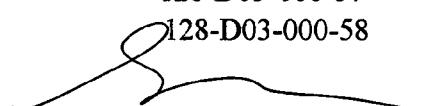
Patrick Lavelle, Esquire
Pa. I.D. No. 85537
410 West Mahoning Street
P.O. Box 495
Punxsutawney, PA 15767
(814) 938-6390

I certify that the location of the real estate
which is the subject of this case is:

Sandy Township, Clearfield County
Tax Parcels: 128-D03-000-56

128-D03-000-57

128-D03-000-58



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ROUTE 255 REALTY PARTNERS, LLC,
ROSS DEVELOPMENT COMPANY,
ANTHONY J. ROSS, Members,
Assignees of
DUBOIS REALTY PARTNERS, LLC, CIVIL DIVISION

No.

Plaintiff,

vs.

LEDORA GONTERO and
JUDITH L. FRAME formerly
JUDITH L. GOSS,

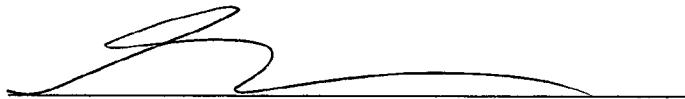
Defendants.

PRAECIPE FOR WRIT OF SUMMONS IN CIVIL ACTION

To: The Prothonotary of Clearfield County,

Kindly issue a Writ of Summons in Civil Action against the
within-named defendants.

Respectfully Submitted,



Stephen M. Farino, Esquire
Attorney for Plaintiffs

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

SUMMONS

**Route 255 Realty Partners, LLC
Ross Development Company
Anthony J. Ross
Assignees of DuBois Realty Partners, LLC**

Vs.

NO.: 2004-01620-CD

**Ledora Contero
Judith L. Frame
formerly Judith L. Goss**

TO:

**JUDITH L. FRAME
FORMERLY JUDITH L. GOSS**

To the above named Defendant(s) you are hereby notified that the above named Plaintiff(s) has/have commenced a Civil Action against you.

Date: 10/15/2004

**William A. Shaw
Prothonotary**

**Issuing Attorney:
Steven M. Farino, Esq.
One Oxford Centre
301 Grant Street, Suite 830
Pittsburgh, PA 15219**

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY PENNSYLVANIA
CIVIL ACTION

SUMMONS

**Route 255 Realty Partners, LLC
Ross Development Company
Anthony J. Ross
Assignees of DuBois Realty Partners, LLC**

Vs.

NO.: 2004-01620-CD

**Ledora Contero
Judith L. Frame
formerly Judith L. Goss**

TO: **LEDORA GONTERO**

To the above named Defendant(s) you are hereby notified that the above named Plaintiff(s) has/have commenced a Civil Action against you.

Date: 10/15/2004

**William A. Shaw
Prothonotary**

Issuing Attorney:
Steven M. Farino, Esq.
One Oxford Centre
301 Grant Street, Suite 830
Pittsburgh, PA 15219

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY PENNSYLVANIA
CIVIL ACTION

Copy
1 to Sheriff 10/19/04

SUMMONS

**Route 255 Realty Partners, LLC,
Ross Development Company,
Anthony J. Ross, Members, Assignees of
Assignees of DuBois Realty Partners, LLC**

Vs.

NO.: 2004-01620-CD

**Ledora Gontero and
Judith L. Frame
formerly Judith L. Goss**

**TO: LEDORA GONTERO
JUDITH L. FRAME, formerly
formerly JUDITH L. GOSS**

To the above named Defendant(s) you are hereby notified that the above named Plaintiff(s) has/have commenced a Civil Action against you.

Date: 10/15/2004

William A. Shaw
Prothonotary

Issuing Attorney:

Stephen M. Farino
One Oxford Centre
Pittsburgh, PA 15219

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

SUMMONS

**Route 255 Realty Partners, LLC
Ross Development Company
Anthony J. Ross
Assignees of DuBois Realty Partners, LLC**

Vs.

NO.: 2004-01620-CD

**Ledora Contero
Judith L. Frame
formerly Judith L. Goss**

TO: LEDORA GONTERO and

To the above named Defendant(s) you are hereby notified that the above named Plaintiff(s) has/have commenced a Civil Action against you.

Date: 10/15/2004

**William A. Shaw
Prothonotary**

**Issuing Attorney:
Steven M. Farino, Esq.
One Oxford Centre
301 Grant Street, Suite 830
Pittsburgh, PA 15219**

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY PENNSYLVANIA
CIVIL ACTION

SUMMONS

**Route 255 Realty Partners, LLC
Ross Development Company
Anthony J. Ross
Assignees of DuBois Realty Partners, LLC**

Vs.

NO.: 2004-01620-CD

**Ledora Contero
Judith L. Frame
formerly Judith L. Goss**

**TO: JUDITH L. FRAME
FORMERLY JUDITH L. GOSS**

To the above named Defendant(s) you are hereby notified that the above named Plaintiff(s) has/have commenced a Civil Action against you.

Date: 10/15/2004

William A. Shaw
Prothonotary

Issuing Attorney:

Stephen M. Farino
One Oxford Centre
Pittsburgh, PA 15219

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ROUTE 255 REALTY PARTNERS, LLC,
ROSS DEVELOPMENT COMPANY,
ANTHONY J. ROSS, Members,
Assignees of
DUBOIS REALTY PARTNERS, LLC,

CIVIL DIVISION

Plaintiffs,

NO. 2004-1620-CP

vs.

PRAECIPE FOR
LIS PENDENS

LEDORA GONTERO and
JUDITH L. FRAME formerly
JUDITH L. GOSS,

Defendants.

FILED

OCT 15 2004

William A. Shaw

Prothonotary/Clerk of Courts

ATTY
I CERT TO SABINO

Filed on Behalf of:
PLAINTIFFS

Esq.
I NOTIFY OF
LIS PENDENS TO
SABINO

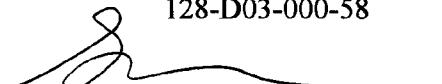
Counsel of Record for
this party:

Joseph Sabino Mistick, Esq.
Pa. I.D. 30303
310 Grant Street
Suite 820 Grant Building
Pittsburgh, PA 15219
(412) 396-5694

Stephen M. Farino, Esquire
Pa. I.D. No. 69210
One Oxford Centre
301 Grant Street, Suite 830
Pittsburgh, PA 15219
(412) 338-9700

I certify that the location of the real estate
which is the subject of this case is:

Sandy Township, Clearfield County
Tax Parcels: 128-D03-000-56
128-D03-000-57
128-D03-000-58



Patrick Lavelle, Esquire
Pa. I.D. No. 85537
410 West Mahoning Street
P.O. Box 495
Punxsutawney, PA 15767
(814) 938-6390

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ROUTE 255 REALTY PARTNERS, LLC,
ROSS DEVELOPMENT COMPANY,
ANTHONY J. ROSS, Members,
Assignees of
DUBOIS REALTY PARTNERS, LLC, CIVIL DIVISION

No.

Plaintiffs,

vs.

LEDORA GONTERO and
JUDITH L. FRAME formerly
JUDITH L. GOSS,

Defendants.

PRAECIPE FOR LIS PENDENS

To: The Prothonotary of Clearfield County,

Please enter the above as a Lis Pendens against the premises identified as: ALL THAT CERTAIN lot or parcel of land situate in Sandy Township, Clearfield County, Pennsylvania, being tax parcels 1228-D03-000-56, 128-D03-000-57 AND 128-D03-000-58.

I certify that this action involves the specific enforcement of an agreement to purchase the above premises.

Respectfully Submitted,



Stephen M. Farino, Esquire
Attorney for Plaintiffs

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL DIVISION

Route 255 Realty Partners, LLC
Ross Development Company
Anthony J. Ross
Assignees of DuBois Realty Partners, LLC

Vs.

No. 2004-01620-CD

Ledora Contero
Judith L. Frame
formerly Judith L. Goss

To: DEFENDANT(S)

NOTICE is given that a LIS PENDENS in the above captioned matter has been entered against you on October 15, 2004.

William A. Shaw
Prothonotary

William A. Shaw

LORENZO, GIANVITO & LAVELLE, P.C.
Attorneys at Law
410 West Mahoning Street
P.O. Box 495
Punxsutawney, PA 15767

Nicholas F. Lorenzo, Jr.
Nicholas Gianvito
Patrick Lavelle

(814) 938-6390 phone
(814) 938-6412 fax

October 14, 2004

William A. Shaw,
Prothonotary
Courthouse
230 E. Market St.
P.O. Box 549
Clearfield, PA 16830

Re: Route 255 Realty Partners, LLC, et al.
vs. Ledora Gontero, et al.

Dear Mr. Shaw:

Enclosed please find the originals and one (1) copy each of a Praecept for Writ of Summons and Praecept for Lis Pendens in the above-captioned matter. Kindly file the originals of each of these pleadings on behalf of the plaintiffs, Route 255 Realty Partners, LLC, et al., and return the copy of each, marked with the case number and date of filing, to our office in the self-addressed envelope provided.

When prepared, please forward the Writ directed to Ledora Gontero to the Sheriff of Clearfield County, and request that he serve it, together with the Praecept for Lis Pendens, on that defendant at: R.D. #8, Box 16, Dubois, Pa., 15801. Kindly return the Writ directed to Judith L. Frame to my office for service, as she is an out-of-state defendant.

Our check in your requested fees to commence this action is enclosed, together with one directed to the Sheriff in payment of his services. Should you need anything additional, please contact me. Thank you for your time and attention in this matter.

Sincerely,



Patrick Lavelle

PL/dlw

Enclosures

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ROUTE 255 REALTY PARTNERS, LLC,
ROSS DEVELOPMENT COMPANY,
ANTHONY J. ROSS, Members,
Assignees of
DUBOIS REALTY PARTNERS, LLC,

CIVIL DIVISION

No. 2004-1620-CD

Plaintiffs,

vs.

PROOF OF SERVICE

LEDORA GONTERO and
JUDITH L. FRAME formerly
JUDITH L. GOSS,

Defendants.

Filed on Behalf of:
PLAINTIFFS

Counsel of Record for
this party:

Joseph Sabino Mistick, Esq.
Pa. I.D. 30303
310 Grant Street
Suite 820 Grant Building
Pittsburgh, PA 15219
(412) 396-5694

Stephen M. Farino, Esquire
Pa. I.D. No. 69210
One Oxford Centre
301 Grant Street, Suite 830
Pittsburgh, PA 15219
(412) 338-9700

Patrick Lavelle, Esquire
Pa. I.D. No. 85537
410 West Mahoning Street
P.O. Box 495
Punxsutawney, PA 15767
(814) 938-6390

FILED *no cc*
m/1:2004
NOV 01 2004

William A. Straw
Prothonotary/Clerk of Court

PROOF OF SERVICE AND AFFIDAVIT OF MAILING PURSUANT TO RULES
404(2), 403, AND 405(c) OF THE PENNSYLVANIA
RULES OF CIVIL PROCEDURE

COMMONWEALTH OF PENNSYLVANIA)

)

ss:

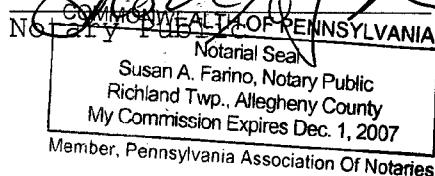
COUNTY OF ALLEGHENY)

)

AND NOW, comes STEPHEN M. FARINO, Esquire, Attorney for the plaintiffs in the within action, and states that on the 21st day of October, 2004, he mailed to defendant, Judith L. Frame, formerly Judith L. Goss copies of the Praeclipe for Writ of Summons, Summons, Praeclipe for Lis Pendens, and Notice of Lis Pendens by certified mail, return receipt requested, at the following address: Judith L. Frame, 10136 West Kiehnau Avenue, Milwaukee, WI 53224, United States Postal form 7002 2030 002 1963 6146, said letter was delivered to this defendant on October 23, 2004, as evidenced by the attached United States Postal Return Receipt.


Stephen M. Farino, Esquire

SWORN to and subscribed
before me this 29th day
of October, 2004.



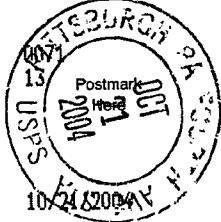
U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information, visit our website at www.usps.com

OFFICIAL USE

MILWAUKEE WI 53224

7002	2030	0002	1963	6146		
					Postage	\$ 10.60
					Certified Fee	\$2.30
					Return Receipt Fee (Endorsement Required)	\$1.75
					Restricted Delivery Fee (Endorsement Required)	\$0.00
					Total Postage & Fees	\$ 4.65



Sent To: Judith L. Frame
 Street, Apt. No.: 10136 West Kiehnau Ave.
 or PO Box No.
 City, State, Zip: Milwaukee, WI 53224

PS Form 3800, June 2002 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <input type="checkbox"/> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. <input type="checkbox"/> Print your name and address on the reverse so that we can return the card to you. <input type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature</p> <p> <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <input type="checkbox"/> C. Date of Delivery <input type="checkbox"/> 10-23-04</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>1. Article Addressed to: Judith L. Frame 10136 West Kiehnau Ave. Milwaukee, WI 53224</p>		<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input checked="" type="checkbox"/> Yes</p>	
<p>2. Article Number <i>(Transfer from service label)</i> 7002 2030 0002 1963 6146</p>			

In The Court of Common Pleas of Clearfield County, Pennsylvania

ROUTE 255 REALTY PARTNERS, LLC

VS.

GONTERO, LEDORA a1

PRAECIPE, SUMMONS & LIS PENDENS

Sheriff Docket # 16469

04-1620-CD

SHERIFF RETURNS

NOW NOVEMBER 15, 2004 AT 11:00 AM SERVED THE WITHIN PRAECIPE, SUMMONS & LIS PENDENS ON LEDORA GONTERO, DEFENDANT AT RESIDENCE, RD#8 BOX 16, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO LEDORA GONTERO A TRUE AND ATTESTED COPY OF THE ORIGINAL PRAECIPE, SUMMONS & LIS PENDENS AND MADE KNOWN TO HER THE CONTENTS THEREOF. (POSSIBLE 911 ADDRESS IS: 827 OLD 255 ROAD, DUBOIS, PA.)

SERVED BY: COUDRIET/DEHAVEN

Return Costs

Cost	Description
32.62	SHERIFF HAWKINS PAID BY: ATTY CK# 15919
10.00	SURCHARGE PAID BY: ATTY CK# 15920

Sworn to Before Me This

30th Day Of Nov 2004

WILLIAM A. SHAW

Prothonotary

My Commission Expires

1st Monday in Jan. 2006

Clearfield Co., Clearfield, PA

So Answers,

Chester A. Hawkins
by *Marly Harry*
Chester A. Hawkins

Sheriff

FILED ^{26K}
NOV 30 2004

William A. Shaw
Prothonotary/Clerk of Courts

CA

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

ROUTE 255 REALTY PARTNERS, LLC	*	NO. 2004-1620-CD
ROSS DEVELOPMENT CO.	*	
ANTHONY J. ROSS	*	
ASSIGNEES OF DUBOIS REALTY PARTNERS, LLC	*	
Plaintiffs	*	
	vs.	
LEDORA GONTERO	*	
JUDITH L. FRAME, formerly JUDITH L. GOSS,	*	
Defendants	*	

ORDER

NOW, this 15th day of April, 2013, following a review of the docket, due to the case's extended period of time in pending status; it is the ORDER of this Court that a **status conference** be and is hereby scheduled for the **8th day of May, 2013 at 1:30 p.m.** in Courtroom No. 1, Clearfield County Courthouse, Clearfield, Pennsylvania.

If this case has been concluded, the moving party is directed to file the appropriate Praeclipe with the Prothonotary of Clearfield County to finalize that status of the case.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

FILED acc Atty Farino
4/25/13
APR 17 2013 6K

William A. Shaw
Prothonotary/Clerk of Courts

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

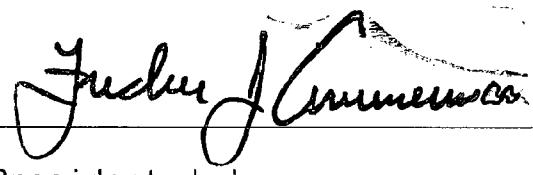
ROUTE 255 REALTY }
PARTNERS, LLC, ROSS } NO. 2004-1620-CD
DEVELOPMENT CO; ANTHONY }
J. ROSS ASSIGNEES OF }
DUBOIS REALTY PARTNERS }
LLC }
VS } 3CC Atty
LEDORA GONTERO; JUDITH L. } S. Farino
FRAME, FORMERLY JUDITH L. } FILED 07 9:19am MAY 10 2013
GOSS } William A. Shaw
Prothonotary/Clerk of Courts
OK

O R D E R

NOW, this 8th day of May, 2013, following status conference with local counsel for the plaintiffs, with the Court noting there's been no activity on the docket since November 30, 2004, and the defendant, Judith L. Frame a/k/a Judith L. Goss has never been served, it is the Order of this Court that the plaintiff's attempt to effectuate service on the unserved defendant and in

addition shall file a complaint within no more than Ninety
(90) Days from today.

BY THE COURT,



J. C. Cunnigham

President Judge

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ROUTE 255 REALTY PARTNERS, LLC,
ROSS DEVELOPMENT COMPANY,
ANTHONY J. ROSS, Members,
Assignees of
DUBOIS REALTY PARTNERS, LLC,

Plaintiffs,

CIVIL DIVISION

No. 2004-1620-CD

FILED NOCL

7/11/2013
JUL 29 2013

William A. Shaw
Prothonotary/Clerk of Courts

LEDORA GONTERO and
JUDITH L. FRAME formerly
JUDITH L. GOSS,

Defendants.

COMPLAINT IN CIVIL ACTION

Filed on Behalf of:
PLAINTIFFS

Counsel of Record for
this party:

Joseph Sabino Mistick, Esq.
Pa. I.D. 30303
310 Grant Street
Suite 1430 Grant Building
Pittsburgh, PA 15219
(412) 638-5777

Stephen M. Farino, Esquire
Pa. I.D. No. 69210
One Oxford Centre
301 Grant Street, Suite 830
Pittsburgh, PA 15219
(412) 338-9700

Patrick Lavelle, Esquire
Pa. I.D. No. 85537
25 East Park Avenue, suite #2
DuBois, PA 15801
(814) 371-2232

2/19/14 Document
Reinstated/Reissued to Sheriff/Attorney
for service.
h.k. Spaul
Deputy Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ROUTE 255 REALTY PARTNERS, LLC,
ROSS DEVELOPMENT COMPANY,
ANTHONY J. ROSS, Members,
Assignees of
DUBOIS REALTY PARTNERS, LLC,

CIVIL DIVISION

No. 2004-1620-CD

Plaintiffs,

LEDORA GONTERO and
JUDITH L. FRAME formerly
JUDITH L. GOSS,

Defendants.

NOTICE TO DEFEND

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within 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
Second & Market Streets
Clearfield, PA 16830
Telephone (814) 765-2641 Ext. 50-51

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ROUTE 255 REALTY PARTNERS, LLC,
ROSS DEVELOPMENT COMPANY,
ANTHONY J. ROSS, Members,
Assignees of
DUBOIS REALTY PARTNERS, LLC, CIVIL DIVISION

No. 2004-1620-CD

Plaintiffs,

LEDORA GONTERO and
JUDITH L. FRAME formerly
JUDITH L. GOSS,

Defendants.

COMPLAINT IN CIVIL ACTION

AND NOW, comes the Plaintiffs, by and through theirs attorney, Stephen M. Farino, Esquire, Joseph Sabino Mistick, Esquire, and Patrick Lavelle, Esquire and file this Complaint in Civil Action, averring as follows:

1. The Plaintiff Dubois Realty Partners, LLC, is a Pennsylvania limited liability partnership with its principal office at 5989 Penn Circle, Pittsburgh, PA 15206.

2. The Plaintiff Route 255 Realty Partners, LLC, is a Pennsylvania limited liability company with its principal office at 5989 Penn Circle, Pittsburgh, PA 15206, with members Ross Development Company and Anthony J. Ross (hereinafter plaintiffs).

3. Defendant Ledora Gontero (hereinafter Gontero) is the owner of ALL THAT CERTAIN lot or parcel of land situate in Sandy Township, Clearfield County, Pennsylvania, being tax parcels 1228-D03-000-56, 128-D03-000-57 AND 128-D03-000-58, residing at R.D. #8, Box 16, 827 Old 255 Road, Dubois, PA 15801.

4. Defendant Judith L. Frame, (hereinafter Frame) formerly Judith L. Goss is the owner of ALL THAT CERTAIN lot or parcel of land situate in Sandy Township, Clearfield County, Pennsylvania, being tax parcels 1228-D03-000-56, 128-D03-000-57 AND 128-D03-000-58, residing at 10136 West Kiehnau Avenue, Milwaukee, WI 53224.

5. On or about August 25, 2003, Dubois Realty Partners, LLC entered into an agreement of sale with defendant Gontero, for the purchase of real property consisting of 62.89 acres situated in Sandy Township, Clearfield County, Pennsylvania, being Tax Lots D-3-56, D-3-57 and D-3-58 (hereinafter Property). A copy of the August 25, 2003 agreement is attached hereto as Exhibit "A."

6. Starting on April 10, 2003 and continuing to the execution of the Agreement, a real estate agent on behalf of the plaintiffs negotiated and corresponded with both defendants Gontero and Frame.

7. In Paragraph 5.1.1 of the Agreement it was represented that the seller had full power and authority and legal right to execute and sell the property.

8. On or about September 24, 2003 the plaintiffs hired an attorney for the Seller in accordance with paragraph 27 of the Agreement for efforts of terminating a prior outstanding sales agreement.

9. By October 23, 2003 the Seller had completed \$3,000 of home-improvement to the existing home on the property in accordance with paragraph 29 of the Agreement.

10. The title examination performed by Lawyers Title Insurance revealed that Ralph Gontero (Ledora's husband and Judy Frame's father) died intestate resulting in Judy Frame having an interest in the property.

11. Upon learning of this in February of 2004 the real estate agent contacted the defendants with regard to this discovery, at which time they had agreed to execute an addendum.

12. On or about May 19, 2004, an addendum to the Agreement was presented by the real estate agent to defendant Gontero along with a check in the amount of \$500 in accordance with the addendum. On said date defendant Gontero executed the addendum. A copy of the addendum is attached hereto and marked as Exhibit "B".

13. Subsequently, the addendum was forwarded to defendant Frame for her signature along with a check in the amount of \$500.

14. Defendant Frame refused to execute the addendum and ultimately said that the deal was off and that they wanted a new deal for more money.

15. On or about June 24, 2004 Dubois Realty Partners, LLC assigned all of its interest in the agreement and the addendum to Route 255 Realty Partners, LLC.

COUNT I

BREACH OF CONTRACT

16. Paragraphs 1 through 15 above are incorporated by reference as if set fully herein.

17. The plaintiffs upon reliance of the representations of the defendants expended significant monies for improvements to the defendant's property, attorneys to extinguish a prior sales agreement, and various out-of-pocket expenses and costs.

18. The defendants' refusal to follow through with the terms of the contract after receiving significant benefits without the legal reason, constitutes a breach of the contract.

19. The plaintiffs are entitled to recover all monies paid, all out-of-pocket expenses and costs including title examination, survey, attorneys fees as well as attorneys fees

for the prosecution of the within action in accordance with paragraph 16B.

WHEREFORE, plaintiffs demands judgment against the defendants in an amount in excess of 25,000.00, plus interest, costs and attorney fees.

**COUNT II
UNJUST ENRICHMENT**

20. Paragraphs 1 through 19 above are incorporated by reference as if set fully herein.

21. The labor and materials supplied by plaintiffs were incorporated into a property owned by defendants.

22. The legal services paid for by the plaintiffs for the extinguishment of the prior sales agreement encumbering the defendants property significantly benefited the defendants.

23. As a result of the plaintiffs' efforts and benefits conferred upon the defendants, defendants have become unjustly enriched at plaintiffs' expense.

WHEREFORE, plaintiffs demands judgment against the defendants in an amount in excess of 25,000.00, plus interest, costs and attorney fees.

COUNT III

FRAUD

24. The allegations in paragraphs 1 through 23 are incorporated herein by reference and made a part hereof.

25. Prior to executing the Agreement of Sale, the defendants failed to disclose that defendant Frame was a co-owner of the property. Defendants in reviewing and executing the Agreement specifically warranted that the executing party had full authority and legal right to perform under the Agreement.

26. The representation was false and was known by defendants to be false when made.

27. Upon investigation, plaintiffs discovered that defendant Frame was also an owner of the property, even though she participated and negotiated the sale, all the while concealing such.

28. The defendants' act of not disclosing the true ownership was an active and fraudulent concealment and an affirmative misrepresentation to the buyers.

29. The aforementioned fraudulent representations and fraudulent concealment were material in nature and were intended to deceive and defraud the plaintiffs and to induce them to

confer benefits upon the defendants and expended significant monies as stated in the Agreement of Sale.

30. The defendants knew that the concealment was false and deceitful, that the plaintiffs would rely on defendants' fraudulent misrepresentations and fraudulent concealment and were induced thereby to confer benefits upon the defendants and expand significant monies.

31. As a result of the defendants' fraud, plaintiffs were unable to pursue a future business transaction for the property as well as lost significant monies which were spent.

WHEREFORE, plaintiffs demands judgment against the defendants in an amount in excess of 25,000.00, plus interest, costs and attorney fees.

COUNT IV

PUNITIVE DAMAGES

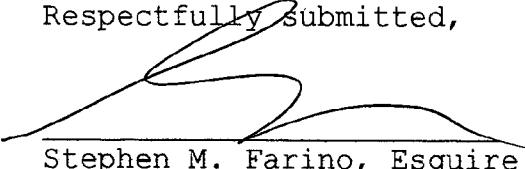
32. The allegations in paragraphs 1 through 31, above, are incorporated herein by reference and made part hereof.

33. The defendants' intentional fraudulent misrepresentations and intentional fraudulent concealments were outrageous and malicious, willful and wanton, and were intended to harm plaintiffs.

34. As a result of the defendants' outrageous actions the plaintiffs are entitled to punitive damages in addition to compensatory damages.

WHEREFORE, plaintiffs demands judgment against the defendants in an amount in excess of 25,000.00, plus interest, costs and attorney fees.

Respectfully submitted,



Stephen M. Farino, Esquire
Attorney for Plaintiffs

VERIFICATION

I, Anthony J. Ross, managing member of plaintiff herein verify that the foregoing Complaint is true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S.A. § 4904 relating to unsworn falsification to authorities.

7.23.13
Date

Anthony J. Ross
Anthony J. Ross

AGREEMENT OF SALE

by and between

LEDORA GONTERO

and

DUBOIS REALTY PARTNERS, L.L.C.

THIS AGREEMENT made this 25th day of August, 2003, by and between LEDORA GONTERO, with a mailing address of R.D. #8, Box 16 DuBois, PA 15801 her heirs, successors and assigns (herein referred to as "Seller")

A
N
D

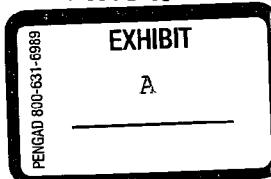
DUBOIS REALTY PARTNERS, L.L.C. a Pennsylvania limited liability company , with an address at 5989 Penn Circle South Pittsburgh, PA 15206, their successors and assigns (hereinafter referred to as "Buyer")

WITNESSETH THAT:

1 COVENANT TO SELL: Seller and Buyer, intending to be legally bound hereby, covenant and agree as follows: Seller shall, on the date hereinafter specified, by general warranty deed, well and sufficiently grant and convey unto Buyer in fee simple, clear of all liens and encumbrances, except as hereinafter set forth, good and marketable title (and such as will be insurable by any responsible title insurance company at regular rates) to the real property consisting of approximately 62.89 acres, situate in Sandy Township, Clearfield County, Pennsylvania, being Tax Lots D-3-56, D-3-57 and D-3-58 more fully described on Exhibit A attached hereto and made a part hereof (hereinafter referred to as "the Property", or "said Property").

2 APPURTEMENT CLAUSE: The conveyance will be made together with all and singular the easements and appurtenances whatsoever thereunto appertaining, and all trees, shrubbery and plants now in or on said Property, unless specifically excepted in this Agreement, are included in the sale and purchase price, and shall be delivered to Buyer at the time of delivery of possession of said Property.

3 CONSIDERATION: Buyer will purchase said Property and pay therefor the sum of Four Hundred Sixty Thousand and 00/100 (\$460,000.00) Dollars hereafter referred to as "Purchase Price". The Purchase Price shall be paid in the following manner:



3.1 Earnest Money: Immediately upon full execution of this Agreement by both Seller and Buyer, Buyer shall deposit in escrow, with Lawyers Title Insurance Corporation ("Escrow Agent"), the sum of Ten Thousand and No/100 (\$10,000.00) Dollars ("Earnest Money"). The Escrow Agent shall deposit the Earnest Money into an interest bearing account and interest accruing thereon shall be held for the account of the Buyer.

The Escrow Agent will be liable as a depository only. The Escrow Agent's duties hereunder are limited to the safekeeping of the Earnest Money and the deliver of the same in accordance with this Agreement. The Escrow Agent will not be liable for any act or omission done in good faith, or for any claim, demand, loss or damage made or suffered by any party to this Agreement, excepting such as may arise through or be caused by the Escrow Agent's willful misconduct or gross negligence.

3.2 Closing: At Closing (as hereinafter defined) Buyer shall pay the balance of the Purchase Price less payment made to Seller by Buyer in accordance with Section 3.1 hereof (subject to apportionments as set forth in this Agreement) to Seller.

4 TITLE EXAMINATION: Upon execution of this Agreement, Buyer shall promptly, at its expense, request a title examination from Lawyers Title Insurance Corporation ("Title Company"). Buyer shall obtain the preliminary title report within 270 days after the date Seller delivers to Buyer this Agreement executed by Seller ("Effective Date"). Buyer will furnish Seller with a copy of its preliminary title report within 280 days after the Effective Date. Should the examination of said title insurance company reveal liens, encumbrances, easements, rights-of-way, licenses, conditions, restrictions or defects in the title which cause title to the Property to be unmarketable or which will, in any way, interfere with Buyer's proposed use and enjoyment of the Property as determined by Buyer ("Title Objections"), Seller shall have thirty (30) days after written notice thereof within which to remedy or remove the same. If such Title Objections are not removed within said thirty (30) day period, (Seller being under no obligation to do so), and if Buyer is unwilling to accept title subject thereto without Seller and Buyer agreeing to a reduction in the aforesaid Purchase Price, Buyer may thereafter rescind this Agreement by giving written notice to the Seller and this Agreement shall be null and void, and there shall be no liability on the part of either of the parties hereto to the other; and the payments made by Buyer to Seller in accordance with Section 3.1 hereof shall be retained by Buyer. If Buyer does not provide Seller with a copy of the preliminary title report and a letter specifying the Title Objections within the aforesaid 280 day period, the right of Buyer to cancel this Agreement as set forth in this Paragraph 4 shall expire and Buyer shall have no further right to terminate and cancel this Agreement pursuant to this Paragraph 4.

5 COVENANTS, REPRESENTATION AND WARRANTIES BY SELLER:

5.1 General: Seller represents and warrants to the Buyer (except as otherwise stated in this Article 5), as of the date of this Agreement, and as the date of the Closing, as follows:

5.1.1 Power to Execute: Seller has full power, authority, and legal right to execute and deliver, and to perform Seller's obligations under this Agreement, and the

execution, delivery and performance will not conflict with or result in a breach of, or constitute a default under, any of the provisions of any law, governmental rule, regulations, judgment, decree or order by which Seller is bound, or by any of the provisions to any contract to which Seller or by which Seller is bound.

5.1.2 Title to Property: Seller has, as of the date of this Agreement, and will have as of the date of Closing, good, marketable and indefeasible title to the Property.

5.1.3 No Default: No defaults exist, or with the lapse of time will exist, by Seller under any contract, lease or agreement relating to the use and/or operation of the Property.

5.1.4 Condemnation: There is no pending eminent domain, condemnation, expropriation or similar proceedings affecting all or any portion of the Property. Seller has not received any written or oral notice of any of the same and has no knowledge that such proceeding is contemplated.

5.1.5 FIRPTA Certificate: Seller is not a "foreign person" as defined in Section 1445(f)(3) of the Internal Revenue Code. Seller shall deliver to Buyer at Closing a certification and affidavit to this fact prepared by Seller. Seller's taxpayer identification number is [REDACTED].

5.1.6 No Rights in Others: No person or other entity has any tenancy or other interest or right of occupancy in or with respect to all or any portion of the Property.

5.1.7 No Violations: There are no existing violations of, violations, orders, claims, citations, penalty assessments, investigations, or proceedings under any applicable laws, ordinances, or regulations, including, but not limited to, building, safety, health, environmental, fire, subdivision, or zoning ordinances and Seller has received no notice of the same.

5.1.8 Zoning Restrictions: The Property is zoned commercial highway.

5.2 Environmental:

5.2.1 Environmental Representations and Warranties: To the best of Seller's knowledge, Seller represents and warrants to Buyer that no polluting, toxic or hazardous substances were used, generated, treated, stored, released, discharged or disposed of on the Property at any time. No notification of release of a "hazardous substance" or "hazardous waste" as such terms are defined in and pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. as amended ("CERCLA"), the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., or the Federal Clean Water Act (33 U.S.C. Section 1251 et seq.), or the Pennsylvania Hazardous Sites Cleanup Act, the Act of October 18, 1988, or any state or local

environmental law, regulation or ordinance, has been received by Seller; none has been filed as to the Property with the Seller; and to the best of Seller's knowledge without independent investigation, the Property is not listed or formally proposed for listing on the National Priority List promulgated pursuant to CERCLA or on any state list of hazardous substance sites requiring investigation or clean-up. To the best of Seller's knowledge, no radon or radon gasses, and no PCB-contaminated items, no friable asbestos, no petroleum contaminated soil and no formaldehyde-based insulation items are present at the Property. To the best of Seller's knowledge no activities or occurrences are taking place or have taken place at the Property (or on properties adjacent to the Property and owned by Seller or by affiliates of Seller which might give rise to any basis for any of the foregoing.

5.3 Taxes, Returns, Assessments:

5.3.1 Assessed Valuation: Seller has no notice of any proposed increase in the assessed valuation of the Property. There is no proceeding pending for the reduction of the assessed valuation of all or any portion of the Property.

5.3.2 Special Assessments: No portion of the Property is subject to or is affected by any special assessment whether or not there is presently a lien thereon and, to the best of Seller's knowledge, no such assessment has been proposed.

5.4 Survival: The representations, warranties and indemnities contained in and made pursuant to this Article 5 shall survive the execution and delivery of the Deed.

6 DUE DILIGENCE; INSPECTION AND ACCESS:

6.1 Due Diligence. Buyer shall have 270 days ("Due Diligence Period") from the date of full execution of this Agreement to perform its Due Diligence Review, which shall include, but not be limited to, receiving zoning and site plan approval for Buyer's intended use. If Buyer's Due Diligence Review is unsatisfactory for any reason or no reason, in Buyer sole opinion, Buyer may notify Seller in writing and this Agreement shall become null and void and the Earnest Money, plus accrued interest shall be returned to Buyer. Unless Buyer notifies Seller on or before the end of the Due Diligence Period, time being of the essence, as it may be extended in writing as set forth below, that Buyer intends to complete the sale and purchase the Property described herein, Buyer shall be deemed to have elected to terminate this Agreement and the Earnest Money, plus accrued interest (except for any non-refundable extension payments described hereunder) shall be returned to Buyer. At the end of the initial 270 day Due Diligence Period, Buyer shall have the option to extend the Due Diligence Period by written notice within ten (10) days after the end of the Due Diligence Period, or any previous extension thereof, as it may be extended for (15) additional thirty (30) day periods upon a payment to Seller of \$3,000 for each additional period. Each \$3,000 payment shall be non-refundable. However, each payment shall be applied against the Purchase Price at Closing.

6.2 Inspections: Buyer shall have the right to conduct, at Buyer's sole cost and expense, any inspections, studies or tests Buyer deems appropriate in determining the condition of the Property, including but not limited to, environmental and geotechnical.

6.3 Access. Seller shall permit Buyer and Buyer's agents and other representatives, to enter upon the Property from time to time (at reasonable times after prior notice to Seller, for the purpose of making such inspections and Buyer shall repair any damage caused thereby and indemnify and hold harmless and defend Seller from any and all liabilities, claims, costs and expenses resulting therefrom (except for any injuries to Buyer's agents or their representatives resulting from Seller's negligence).

7 SELLER'S DOCUMENTS AT CLOSING: At the time and place of Closing (unless required earlier pursuant to the terms hereof) Seller will deliver or cause to be delivered to Buyer the following items (all documents will be duly executed and acknowledged where required):

7.1 Warranty Deed: A general warranty deed to the Property conveying to the Buyer good and marketable fee simple title to the Property and its appurtenances and such as will be insured as such at regular rates by the Title Company, free and clear of all liens, encumbrances, easements and resolutions, except those exceptions approved by Buyer.

7.2 FIRPTA Certificate: As set forth in Section 5.1.5 hereof.

7.3 Title Matters: All documents relating to the Seller as may be required by the Title Company including but not limited to other proof of authority of persons executing the deed and other documents.

7.4 Lien Affidavit: An affidavit in form acceptable to the Title Company certifying that the Property is free from claims for mechanics', materialmen's and laborers' liens.

7.5 Violations: All notes or notices of violations of law or governmental ordinances, order or requirements which were noted or issued by any governmental department, agency or bureau having jurisdiction as to conditions affecting the said Property of which Seller has knowledge.

7.6 Additional Documents: Such additional documents as might be reasonably required by the Buyer, Buyer's Counsel or Title Company, to consummate the sale of said Property to the Buyer.

8 CLOSING:

8.1 Date of Closing: Unless otherwise agreed, or unless the Agreement has been sooner terminated, the Closing shall be held on or before the thirtieth (30th) day after the end of the Due Diligence Period and unless at least ten (10) days before said date, Buyer gives written notice to Seller of a definite time five (5) days before said date and a definite place in Allegheny County, Pennsylvania, for settlement, the same will be held on said date at the offices of Thomas R. Solomich, Esquire, Rothman Gordon, P.C., Third Floor, Grant Building, Pittsburgh, Allegheny County, Pennsylvania 15219 (412) 338-1100.

9 CLOSING ADJUSTMENTS:

9.1 Proration Items. Real estate taxes, current water and sewer charges, municipal garbage and rubbish removal charges, if any, shall be prorated as of the Closing Date. Real estate taxes shall be prorated as of the Closing Date based on the fiscal year of the taxing body. If the Closing Date occurs on a date when the current year's millage is not fixed, and the current year's assessment is available, taxes will be prorated based upon such assessment, and the prior year's millage. If the current year's assessment is not available, then taxes will be prorated on the prior year's tax.

Buyer shall have no liability for any "roll-back" taxes or similar retroactive taxes that may be assessed by virtue of Buyer's acquisition of the Property such as imposed under the Pennsylvania Farmland and Forest Land Assessment Act of 1974, 72 P.S., Section 5490.1 et seq. (Clean and Green) and Seller shall indemnify and hold Buyer and the Property free and harmless from and against the imposition of any such "roll-back" taxes or other retroactive tax assessments, which indemnity shall survive the Closing.

10 TRANSFER TAXES: Responsibility for payment of real estate transfer tax stamps shall be divided equally between Buyer and Seller.

11 POSSESSION: Possession of said Property shall be delivered to Buyer upon delivery of deed in "as is" condition, except as specifically set forth in this Agreement.

In the event that possession of said Property is delivered to Buyer prior to delivery of deed or in the event that Seller remains in possession thereof after delivery of deed to Buyer, and in either case, the party in possession defaults in his or its performance hereunder, then and in any such event the defaulting party in possession does hereby authorize and empower any attorney of the Court of Common Pleas of the county in which said Property is located to appear for him or it and confess judgment in an amicable action in ejectment against him or it and all persons claiming under him or it; and such defaulting party does hereby further agree that a Writ of Possession may forthwith issue and be duly executed on said judgment and execution, so that the party in possession may be ousted from such possession and the same delivered to the other party. The defaulting party hereby releases all errors and waives all appeals, exemptions and stays of execution or other process on such

judgment and for the confession and entry of such judgment this agreement or a copy hereof, duly certified by affidavit, shall be sufficient warrant.

12 RISK OF LOSS: If, when neither the legal title nor the possession of the said Property has been transferred to Buyer, all or a material part thereof is taken by eminent domain, or there is otherwise a material change in physical condition of the Property, Seller cannot perform or enforce this contract and Buyer shall, at its option, thereupon be entitled to, (a) recover the Earnest Money and all monies paid on account of the Purchase Price, in which event both parties shall be relieved of all liability hereunder or, (b) elect to proceed with this Agreement and pay the full consideration in which event Seller shall assign to Buyer any insurance proceeds or eminent domain award available as a result of the destruction, condemnation or other change in condition. Failure of Buyer to give written notice of the election of either of the above options, prior to the Closing, shall be conclusively deemed an exercise of option (b).

13 EXPENSES OF CLOSING: Seller shall be responsible for cost of deed preparation and its own attorney's fees in this transaction, as well as for all matters of title clearance. Closing costs including other document preparation and recording and title charges and Buyer's own attorneys fees, shall be the responsibility of Buyer.

14 MUNICIPAL IMPROVEMENTS: Seller warrants that no notice of any municipal body or other public authority has heretofore been served upon Seller requiring work to be done or improvements to be made upon said Property, and that Seller has no knowledge of the enactment or adoption of any ordinance or resolution by any such body or authority authorizing work or improvements for which said Property may be assessed. Buyer will comply, at Buyer's own expense, with the requirements of any and all such notices which may be issued after the date of this Agreement and will pay for all work and improvements now in progress or commenced or ordered by such body or authority after the date of this Agreement which may become a lien against said Property.

15 REAL ESTATE BROKER: Buyer hereby represents and warrants to Seller, and Seller hereby represents and warrants to Buyer, that other than Weinman Real Estate ("Broker"), there are no brokers, consultants, or finders involved with this transaction. Seller will pay at Closing a commission \$60,000 to the Broker. Buyer and Seller hereby agree to indemnify and defend the other from any breach of the foregoing representation and warranty. The representations and obligations under this Section shall survive the Closing.

16 DEFAULT:

A. BY BUYER: In the event of default by Buyer, Seller's sole remedy is to have the Earnest Money, with accrued interest, paid to Seller.

B. BY SELLER: In the event of default by Seller, Buyer may, at Buyer's sole option, elect to waive any claim for loss of bargain, in which event Seller hereby agrees to repay to Buyer the Earnest Money and accrued interest and reimburse Buyer for all direct, out-of-

pocket costs and expense (i.e., title examination, survey and attorney's fees, including, but not limited to attorneys fees prosecuting any action against Seller).

In lieu thereof, however, Buyer may elect either or both of the following remedies.

- (i) An action for specific performance;
- (ii) An action at law for all damages including, but not limited to, loss of bargain;

Provided, however, that no such election of (i) or (ii) shall be final or exclusive until full satisfaction shall have been received.

17 MODIFIED TIME OF ESSENCE: Should performance hereunder not be completed by the date above provided for, either party shall thereupon have the right, upon written notice to the other party, to declare time to be of the essence of this agreement and to fix the date, time and place of final settlement. Such notice shall be given not less than fifteen (15) days prior to such date of final settlement. Each party shall complete performance hereunder strictly in accordance with the terms of such notice.

18 SEWAGE FACILITY: The Pennsylvania Sewage Facilities Act of January 24, 1966, No. 537, P.L. 1535, as amended, requires that there be a statement regarding the availability of a community sewage system. Said Property is serviced by a community sewage system.

19 ASSIGNMENT OF AGREEMENT: This Agreement may be assigned by Buyer.

20 WAIVER OF TENDER: NOTICES: Formal tender of deed and of Purchase Price are hereby waived. Any notices between the parties hereto shall be in writing and may be served in the manner provided by law for the service of process in equity or may be mailed by certified or registered mail to either party at the respective addresses set forth in this Agreement. If mailed, such notice shall be deemed effectively given as of the first business day after the day of posting.

21 ENTIRE CONTRACT; MISCELLANEOUS: This Agreement constitutes the entire contract between the parties hereto and there are no other understandings, oral or written, relating to the subject matter hereof. All amendment, additions, or revisions must be in writing signed by the party against whom enforcement is sought.

Wherever used in this Agreement, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. Marginal notes are inserted for convenience only and shall not form part of the text of this Agreement. Article and Section heads are for convenience of reference only and are not to be used in interpretation of this Agreement.

Whenever it is provided in this Agreement that days shall be counted, the first day to be counted shall be the day following the date on which the event causing the period to commence occurs. If the day for performance of any action hereunder falls on a Saturday, Sunday, or legal holiday, then the time for performance shall be deemed extended to the next succeeding business day.

22 GOVERNING LAW: It is expressly agreed and understood that this Agreement shall be governed by the Laws of the Commonwealth of Pennsylvania in all matters, including validity, obligations, interpretation, construction, performance and termination, but not excluding other matters.

23 SURVIVAL: Notwithstanding any presumption to the contrary, all covenants, conditions and representations contained in this Agreement, which, by their nature, impliedly or expressly, involve performance in any particular, after the Closing, or which cannot be ascertained to have been fully performed until after the Closing shall survive the Closing.

24 BINDING EFFECT: This Agreement and all of its terms and conditions shall extend to and be binding upon the parties hereto and upon their respective heirs, executors, administrators, successors and assigns.

25 COUNTERPARTS: This Agreement may be signed in any number of counterparts with the same effect as if the signatures were on the same instrument.

26 COAL NOTICE: NOTICE - THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING, OR OTHER STRUCTURE ON OR IN SUCH LAND, THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984, as amended, and is not intended as notice of unrecorded instruments, if any.)

Unless the foregoing Notice is stricken, the deed shall contain the notice as above set forth and shall also contain, and Buyer shall sign, the notice specified in the Bituminous Mine Subsidence and Land Conservation Act of 1966.

27 PRIOR SALES AGREEMENT: Buyer will pay to Seller an amount not to exceed Five Thousand and no/100 (\$5,000.00) Dollars for Seller's attorney's fees incurred in the termination of the outstanding sales agreement with Marshal Barbour and Mike McGinley ("Barbour Agreement"). If the Barbour Agreement is not terminated or otherwise resolved to the satisfaction of Buyer by the expenditure the initial \$5,000.00, then Buyer at

Buyer's sole discretion, may advance additional legal fees to Seller, as Buyer deems appropriate until the status of the Barbour Agreement is resolved or Buyer may terminate this Agreement at any time by written notice to Seller and the Earnest Money will be returned to Buyer and this Agreement shall be null and void and there shall be no liability in part of either of the parties hereto to the other.

28 RETAINED PARCEL: Seller shall not convey to Buyer a parcel containing approximately one acre of the Property as approximately located on Exhibit "B" attached hereto, ("Retained Parcel"). Buyer will pay the cost of relocating the existing modular home located on the Property to the Retained Parcel and hooking up utilities to the relocated home including water, sewer and electricity. Buyer will pay for the cost of obtaining the subdivision of the Property subdividing the Retained Parcel from the Property.

29 EXISTING HOME: Within thirty (30) days of the date of this Agreement, Buyer, using Buyer's contractors and methods and at Buyer's cost, will cause certain improvements to be made to Buyer's modular home including, but not limited to, plumbing and electrical repairs and gas ranges but in no event shall such improvements exceed the sum of \$3,000.00, which amount will be credited to the Purchase Price at Closing, but in any event will be non-refundable to Buyer.

30 COORDINATION: Seller will coordinate and cooperate with Buyer's agent, Weinman Real Estate, in the resolution of the Barbour Agreement and the implementation of and matters relating to this Agreement.

WITNESS the due execution hereof

WITNESS:

Timothy H. Weinman

SELLER:

LEDORA GONTERO
LEDORA GONTERO

WITNESS:

Timothy H. Weinman

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BUYER:

DUBOIS REALTY PARTNERS, L.L.C.

By: John Dubois

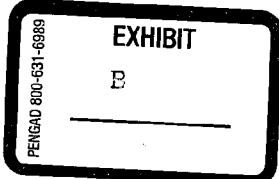
MANAGING PARTNER

ADDENDUM TO AGREEMENT OF SALE

This Addendum to Agreement of Sale made this 19TH day of
MAY, 2004, between Ledora Gontero, Judith Frame, their heirs,
successors and assigns (Sellers) AND Dubois Realty Partners, LLC.

1. It appearing that Judith Frame (formerly Judith L. Goss) has an interest in the properties that is the subject of the Sales Agreement as an intestate heir of Ralph Gontero.
2. Judith L. Frame hereby ratifies and agrees with all the terms and conditions of the Agreement of Sale for the parcels located in Sandy Township, Clearfield County, Pennsylvania, being Tax Lots 128-D03-000-56, 128-D03-000-57 and 128-D03-000-58; of said Agreement dated August 25, 2003 (hereinafter "Agreement") attached hereto as Exhibit "1".
3. The Sellers hereby acknowledge that the Buyer has conferred benefits on the Sellers and the Sellers will comply with all obligations imposed upon Sellers as set forth in the Agreement of sale attached hereto as Exhibit "1".
4. Judith L. Frame shall be included as a Seller along with Ledora Gontero.
5. In addition, the Buyer and Seller agree to amend the Agreement as follows:

A. Article 6.1 of the Agreement is hereby deleted in its entirety and is replaced as follows: " 6.1. Due Diligence. Buyer shall have 270 days ('Due Diligence Period') from the date of full execution of the Addendum to the Agreement to perform its Due Diligence Review, which shall include, but not be limited to, receiving zoning and site plan approval for Buyer's intended use. If Buyer's Due Diligence Review is unsatisfactory for any reason or no reason, in Buyer sole opinion, Buyer may notify Seller in writing and this Agreement shall become null and void and the Earnest Money, plus accrued interest shall be returned to the Buyer. Unless Buyer notifies Seller on or before the end of the Due Diligence Period, time being of the essence, as it may be extended in writing as set forth below, that Buyer intends to complete the sale and purchase the Property described herein, Buyer shall be deemed to have elected to terminate this Agreement and the Earnest Money, plus accrued interest (except for any non-refundable extension payments described hereunder) shall be returned to Buyer. At the end of the initial 270 day Due Diligence Period, Buyer shall have the option to extend the Due



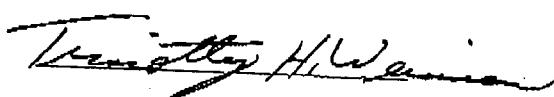
Diligence Period, or any previous extension thereof, as it may be extended for fifteen (15) additional thirty (30) day periods upon payment to Seller of \$3,000 for each additional period. Each \$3,000 payment shall be non-refundable. Buyer will pay Seller \$1,000 non-refundable at the execution of the Addendum to be shared equally between the two Sellers. However, each and all payments shall be applied against the Purchase Price at Closing."

B. Article 3 of the Agreement is hereby deleted in its entirety and replaced as follows: "3. CONSIDERATION Buyer will purchase said Property and pay therefore the sum of Five Hundred Thousand and 00/100 (\$500,000.00) Dollars hereafter referred to as 'Purchase Price.' The Purchase Price shall be paid in the following manner."

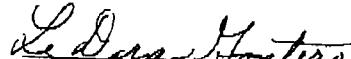
6. Except as specifically set forth herein, all the terms and conditions of the Agreement of Sale shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the day and year first above written.

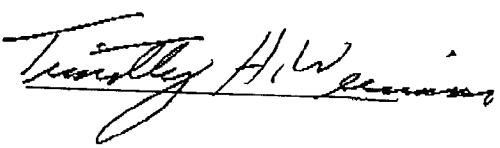
WITNESS:



SELLERS:


Ledora Gontero
Judith L. Frame

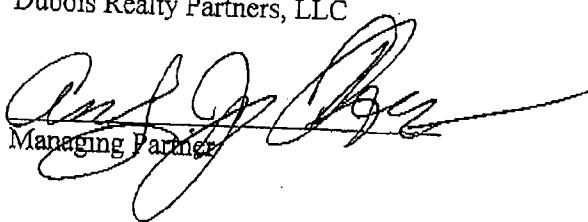
WITNESS:



BUYER:

Dubois Realty Partners, LLC

By:


Paul J. O'Brien
Managing Partner

CERTIFICATE OF SERVICE

I, Stephen M. Farino, Esquire, hereby certify that a true and correct copy of the foregoing Complaint in Civil Action has been sent to the following by first class mail, postage prepaid on this 26th day of July 2013:

Ledora Gontero
R.D. #8, Box 16
827 Old 255 Road
Dubois, PA 15801-6367

Judith L. Frame
10136 West Kiehnau Avenue
Milwaukee, WI 53224



Stephen M. Farino, Esquire

OA

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

ROUTE 255 REALTY PARTNERS, LLC	*	NO. 2004-1620-CD
ROSS DEVELOPMENT CO.	*	
ANTHONY ROSS	*	
ASSIGNEES OF DUBOIS REALTY PARTNERS, LLC	*	
Plaintiffs	*	
vs.	*	
LEDORA GONTERO	*	
JUDITH L. FRAME, formerly JUDITH L. GOSS,	*	
Defendants	*	

ORDER

NOW, this 14th day of January, 2014, it is the ORDER of this Court that a pre-trial conference be and is hereby scheduled for the **7th day of February, 2014 at 11:30 a.m. in Chambers**, Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

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FILED 1CC ATT
01/12/2014 S. Farino
JAN 21 2014
BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS
1CC each docket

DATE: 1-21-14

You are responsible for serving all appropriate parties.
 The Prothonotary's office has provided service to the following parties:
 Plaintiff(s) Plaintiff(s) Attorney Other
 Defendant(s) Defendant(s) Attorney
 Special Instructions:

FILED

JAN 21 2014

BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS

Deft
L. Gontero
RP #8 Box 16
827 Old 255 Rd
DuBois 15801

Deft
J. Frame
16136 W Kiehnau Ave
Milwaukee WI 53224

Brian K Spencer
Prothonotary/Clerk of Courts
PO Box 549
Clearfield, Pa 16830

PROTHONOTARY & CLERK OF COURTS
BRIAN K. SPENCER

JAN 29 2014
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Ledora Gontero
RD #8 Box 16
827 Old 255 Road
DuBois P.

NAME 152 SE 1 DATE 001/26/14

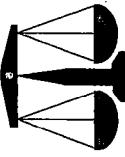
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OFFICE OF THE PROTHONOTARY AND CLERK OF COURTS
CLEARFIELD COUNTY

BRIAN K SPENCER
PROTHONOTARY
AND
CLERK OF COURTS
BSPENCER@CLEARFIELDCO.ORG

STEPHEN A MARSHALL
DEPUTY PROTHONOTARY
SMARSHALL@CLEARFIELDCO.ORG



MEGAN A. SCHLOSSER, ESQUIRE
SOLICITOR
KNARESBOROLAWFIRM@GMAIL.COM

LYNN MILLER
ADMINISTRATIVE ASSISTANT
LMILLER@CLEARFIELDCO.ORG

PO Box 549
Clearfield PA 16830
(814) 765-2641 Ext. 5013
FAX (814) 765-7659

To: All Concerned Parties

It has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 2136 Thank you.

DATE: 1-21-14

You are responsible for serving all appropriate parties.

b The Prothonotary's office has provided service to the following parties:

b Plaintiff(s) b Plaintiff(s) Attorney b Other
b Defendant(s) b Defendant(s) Attorney

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

ROUTE 255 REALTY PARTNERS, LLC	*	NO. 2004-1620-CD
ROSS DEVELOPMENT CO.	*	
ANTHONY ROSS	*	
ASSIGNEES OF DUBOIS REALTY PARTNERS, LLC	*	
Plaintiffs	*	
vs.	*	
LEDORA GONTERO	*	
JUDITH L. FRAME, formerly JUDITH L. GOSS,	*	
Defendants	*	

ORDER

NOW, this 14th day of January, 2014, it is the ORDER of this Court that a pre-trial conference be and is hereby scheduled for the **7th day of February, 2014 at 11:30 a.m. in Chambers, Clearfield County Courthouse, Clearfield, Pennsylvania.**

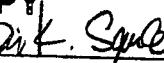
BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

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

JAN 21 2014

A TRUE COPY
ATTEST: 
PROTHONOTARY-CLERK

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

ROUTE 255 REALTY PARTNERS, LLC * NO. 2004-1620-CD
ROSS DEVELOPMENT CO. *
ANTHONY ROSS *
ASSIGNEES OF DUBOIS REALTY PARTNERS, LLC,*
Plaintiffs *
*
* vs. *
LEDORA GONTERO *
JUDITH L. FRAME, formerly JUDITH L. GOSS *
Defendants *
*

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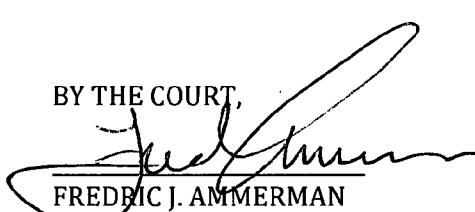
BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS

ORDER

NOW, this 7th day of February, 2014, it is the ORDER of this Court as follows:

1. Plaintiff shall reissue its Complaint previously filed with the Prothonotary on July 29, 2013 and mail certified copies of the Complaint to the Defendants within no more than 30 days from this date. Plaintiff shall also file an appropriate certificate of service with the record within no more than 35 days from this date.
2. In the event Plaintiff does not reissue and serve the Complaint and file a certificate of service as required above, the Court will dismiss the case for inactivity.
3. The Defendants have advised the Court that their address is: 132 Bryce Lane, Penfield, PA 15849.
4. Non-jury trial is hereby scheduled for two (2) days, being **September 29th and September 30th, 2014**, commencing at 9:00 a.m. each day in Courtroom No. 1, Clearfield County Courthouse, Clearfield, Pennsylvania.
5. The Court strongly urges the Defendants to obtain a lawyer to represent them in this case.

BY THE COURT,


FREDERIC J. AMMERMAN
President Judge

FILED

FEB 11 2014

DATE: 2/11/14

BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney

Special Instructions:

defts
132 Bryce Lane
Penfield 15849

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ROUTE 255 REALTY PARTNERS, LLC,
ROSS DEVELOPMENT COMPANY,
ANTHONY J. ROSS, Members,
Assignees of
DUBOIS REALTY PARTNERS, LLC,

CIVIL DIVISION

No. 2004-1620-CD

Plaintiffs,

**PRAECIPE TO REISSUE
COMPLAINT**

LEDORA GONTERO and
JUDITH L. FRAME formerly
JUDITH L. GOSS,

Defendants.

Filed on Behalf of:
PLAINTIFFS

Counsel of Record for
this party:

Joseph Sabino Mistick, Esq.
Pa. I.D. 30303
310 Grant Street
Suite 1430 Grant Building
Pittsburgh, PA 15219
(412) 638-5777

Stephen M. Farino, Esquire
Pa. I.D. No. 69210
One Oxford Centre
301 Grant Street, Suite 830
Pittsburgh, PA 15219
(412) 338-9700

Patrick Lavelle, Esquire
Pa. I.D. No. 85537
25 East Park Avenue, suite #2
DuBois, PA 15801
(814) 371-2232

16
F FILED 2cc Atty Farino
2 revised Compl Atty Farino
Atty Paid
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BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ROUTE 255 REALTY PARTNERS, LLC,
ROSS DEVELOPMENT COMPANY,
ANTHONY J. ROSS, Members,
Assignees of
DUBOIS REALTY PARTNERS, LLC,

CIVIL DIVISION

No. 2004-1620-CD

Plaintiffs,

LEDORA GONTERO and
JUDITH L. FRAME formerly
JUDITH L. GOSS,

Defendants.

PRAECIPE TO REISSUE COMPLAINT

TO Brian K. Spencer, PROTHONOTARY:

Kindly reissue the Complaint filed on July 29, 2013, in accordance with the Order dated February 7, 2014, in the above-captioned Civil Action.



Stephen M. Farino, Esquire

Dated: February 13, 2014

KML Law Group, P.C.
SUITE 5000 – BNY INDEPENDENCE CENTER
701 MARKET STREET
PHILADELPHIA, PA 19106-1532
(215) 627-1322
ATTORNEY FOR PLAINTIFF

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION
3415 Vision Drive
Columbus, OH 43219

Plaintiff

vs.

LAUNA BARCHINGER
Lawhead And Lawrence a/k/a 1213 Lawhead Street
Hyde, PA 16843

Defendant(s)

IN THE COURT OF COMMON PLEAS
OF Clearfield COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE
FORECLOSURE

Term
No. 2013-1782

16

FILED

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BRIAN K. SPENCER a Reinstated to
PROTHONOTARY & CLERK OF COURTS Shff

PRAECIPE TO REINSTATE COMPLAINT

Kindly reinstate the Complaint in the above captioned matter.

By: A

KML LAW GROUP, P.C.
Michael McKeever Pa. ID 56129
Lisa Lee Pa. ID 78020
Kristina Murtha Pa. ID 61858
David Fein Pa. ID 82628
Thomas Puleo Pa. ID 27615
Jay E. Kivitz Pa. ID 26769
Jill P. Jenkins Pa. ID 306588
Joshua I. Goldman Pa. 205047
Alyk L. Oflazian Pa. ID 312912

Attorneys for Plaintiff

105
FILED 2CC Atty
PA 11:52am Farno
FEB 26 2014

BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ROUTE 255 REALTY PARTNERS, LLC,
ROSS DEVELOPMENT COMPANY,
ANTHONY J. ROSS, Members,
Assignees of
DUBOIS REALTY PARTNERS, LLC,

CIVIL DIVISION

No. 2004-1620-CD

Plaintiffs,

vs.

CERTIFICATE OF SERVICE

LEDORA GONTERO and
JUDITH L. FRAME formerly
JUDITH L. GOSS,

Defendants.

Filed on Behalf of:
PLAINTIFFS

Counsel of Record for
this party:

Joseph Sabino Mistick, Esq.
Pa. I.D. 30303
310 Grant Street
Suite 1430 Grant Building
Pittsburgh, PA 15219
(412) 638-5777

Stephen M. Farino, Esquire
Pa. I.D. No. 69210
One Oxford Centre
301 Grant Street, Suite 830
Pittsburgh, PA 15219
(412) 338-9700

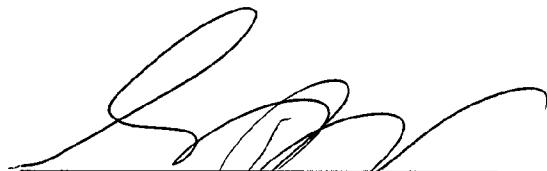
Patrick Lavelle, Esquire
Pa. I.D. No. 85537
25 East Park Avenue, suite #2
DuBois, PA 15801
(814) 371-2232

CERTIFICATE OF SERVICE

I, Stephen M. Farino, Esquire, hereby certify that certified copies of the Complaint in Civil Action and Praeclipe to Reissue Complaint has been sent to the following by first class mail, postage prepaid on this 24th day of February 2014:

Ledora Gontero
132 Bryce Lane
Penfield, PA 15849

Judith L. Frame
132 Bryce Lane
Penfield, PA 15849



Stephen M. Farino, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
ROUTE 255 REALTY PARTNERS, LLC.:

ROSS DEVELOPMENT COMPANY, : CIVIL DIVISION
ANTHONY J. ROSS, Members, :
Assignees of : NO. 2004-1620-CD
DUBOIS REALTY PARTNERS, LLC :
Plaintiffs :
v. :
LEDORA GONTERO and :
JUDITH L. FRAME, formerly :
JUDITH L. GOSS, :
Defendants :
.

NOTICE TO DEFEND

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within 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
Second & Market Streets
Clearfield, PA 16830
Telephone (814) 765-2641 Ext. 50-51

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Atty
Dusan
Bratice
MAR 21 2014
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BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ROUTE 255 REALTY PARTNERS, LLC, :
ROSS DEVELOPMENT COMPANY, : CIVIL DIVISION
ANTHONY J. ROSS, Members, :
Assignees of : NO. 2004-1620-CD
DUBOIS REALTY PARTNERS, LLC :
Plaintiffs :
v. :
: :
LEDORA GONTERO and :
JUDITH L. FRAME, formerly :
JUDITH L. GOSS, :
Defendants :
:

DEFENDANT'S ANSWER TO COMPLAINT
WITH NEW MATTER AND COUNTERCLAIM

Pro se Defendants, Ledora Gontero and Judith L. Frame, formerly Judith L. Goss, answer Plaintiff's Complaint as follows:

1. Denied as after reasonable investigation Defendants are without knowledge or information sufficient to form a belief as to the truth of this averment. By way of further answer, Dubois Realty Partners, LLC, having allegedly assigned its interest before this action commenced in 2004, is not identified in the caption as a Plaintiff. Defendants believe and therefore aver that Dubois Realty Partners, LLC, is no longer in existence, having been dissolved on 7/10/2006.

2. Denied as after reasonable investigation Defendants are without knowledge or information sufficient to form a belief as to the truth of this averment. By way of further answer, Defendants believe and therefore aver that Route 255 Realty Partners, LLC was not created until 7/21/2004.

3. Denied. To the contrary, Defendant LeDora Gontero is one of the owners of tax parcels D03-000-00056, D03-000-00057 and D03-000-00058 and at all times material to this complaint resided in Clearfield County.

4. Denied. To the contrary, Judith Frame is one of the owners of tax parcels D03-000-00056, D03-000-00057 and D03-000-00058 and at all times material to this complaint resided with her daughter Lori Gallup in Milwaukee, Wisconsin.

5. Denied. On the contrary, due to lack of mutual assent and the active concealment and misrepresentation entered into by Dubois Realty Partners, LLC and/or its agent's, no enforceable contract exists. By way of further answer, as of May 22, 2004, Dubois Realty Partners, LLC (hereinafter referred to as "Dubois" or "Buyer") was deemed to have terminated the agreement pursuant to paragraph 6.1 of the agreement.

6. Denied. To the contrary, Tim Weinman of Weinman Real Estate (hereinafter referred to as "Buyers' agent" or "Weinman"), the real estate agent, represented that he was acting on behalf of the Buyer, who was Dubois, and not on behalf of Plaintiffs in this action. Dubois and/or its real estate agent knew or should have known that in order to convey an interest in the subject real estate, the signature of Defendant Judith Frame was also required, as the agent had numerous telephone discussions with Defendants Gontero and Frame, as well as Ms. Frame's daughter Lori Gallup and was informed that Gontero and Frame were both heirs of Ralph Gontero. Moreover, Dubois and/or its agent knew or should have known about records filed with the taxing authority and land records office that listed Ralph Gontero (husband to LeDora Gontero and father to Judith Frame) as the land owner, who had died intestate. In addition, Defendants informed Dubois and/or its real estate agent about a prior Purchase Agreement for the property that listed both Ledora Gontero and Judith Frame as sellers of the subject property, to Marshal Barbour and Mike McGinley (Barbour Agreement). In fact, the Agreement at issue references this matter in paragraph 27. Furthermore, the buyers' agent was involved in hiring an attorney to terminate the Barbour agreement.

7. Denied. The document speaks for itself. By way of further answer, Defendant LeDora Gontero was 85 years of age at the time, a senior citizen with limited education, was an unsophisticated seller who did not understand many of the basic terms and representations of a typical real estate sales transaction. Further, Defendant LeDora Gontero was and is debilitated physically and mentally because of her age and illness to such an extent that she lacked the capacity to understand the nature and consequences of her acts with respect to the real estate transaction. Defendant Gontero was not represented by legal counsel when Buyer's agent had her sign the agreement and did not have sufficient understanding to inquire as to why this provision was inserted when Dubois and/or its agent knew or should have known about the daughter's ownership interest.

8. Admitted in part and denied in part. Admitted that Dubois and/or its agent contacted an attorney in accordance with paragraph 27 to terminate the prior agreement. However, that attorney was fired by the buyers' agent and Defendants are unaware of any efforts by Plaintiffs in regards to this allegation. After reasonable investigation Defendants are without knowledge or information sufficient to form a belief as to the truth of this averment. By way of further answer, Plaintiff Route 255 Realty Partners, LLC was not created until 7/21/2004.

9. Denied. The averments are denied to the extent they are at variance with the document attached to Plaintiffs' Complaint as Exhibit A. To the contrary, a contractor was never hired and proper inspections were not performed. Rather, Dubois' real estate agent and his wife performed some of the work on her trailer and left other more serious improvements uncompleted. Then the agent surreptitiously amended the list of home-improvement Buyer had agreed to perform to feign compliance and in order to obtain LeDora Gontero's acceptance in writing.

10. Denied as after reasonable investigation Defendants are without knowledge or information sufficient to form a belief as to the truth of this averment. By way of further answer, Buyer and Buyer's agent knew or should have known prior to August 25, 2003 that Judith Frame had an interest in the property. By way of further answer, Dubois and/or its agent never provided the Seller with a copy of the title report

required by the terms of the Agreement and Defendants are without knowledge or information as to when the title examination was actually performed.

11. Denied as after reasonable investigation Defendants are without knowledge or information sufficient to form a belief as to the truth of this averment. By way of further answer, Dubois and/or its real estate agent knew or should have known prior to August 25, 2003 that Judith Frame had an interest in the property.

12. Admitted in part and denied in part. Admitted that Defendant Gontero signed the addendum. Denied as to the remaining averments. To the contrary, Defendant Gontero did not negotiate any checks. Further, Defendant Gontero signed the addendum only after the Dubois' real estate agent misrepresented to her that her daughter Defendant Frame, who resided in Wisconsin, had already signed the addendum and said that it was okay for Defendant Gontero to sign the addendum.

13. Admitted in part. Admitted that the addendum was forwarded to Defendant Frame. Denied that she signed the addendum or that she ever negotiated the check.

14. Admitted in part and denied in part. Admitted that Defendant Frame refused to execute the addendum and said that the deal was off. Denied as to the remaining averments. To the contrary, after Defendant Frame discovered the misrepresentations and trickery engaged in by Buyer's agent, she did not trust him and, moreover, was afraid because Buyer's agent had threatened her that he would take the land and she and her mother would not see any of the money.

15. Denied as after reasonable investigation Defendants are without knowledge or information sufficient to form a belief as to the truth of this averment. By way of further answer, Dubois could not have assigned anything on June 24, 2004 because Plaintiff Route 255 Realty Partners, LLC was not created until July 21, 2004. Nor could Dubois assign an Agreement deemed terminated as of May 22, 2003 or an Agreement and Addendum that had not been signed by Defendant Judith Frame.

COUNT I – BREACH OF CONTRACT

16. Defendants incorporate their answers to paragraphs 1 through 15 above as if fully set forth in their entirety.

17. Denied as after reasonable investigation Defendants are without knowledge or information sufficient to form a belief as to the truth of this averment. By way of further answer, the averments are denied to the extent they are at variance with the document attached to Plaintiffs' Complaint as Exhibit A. Plaintiffs' assignor (Dubois) did not have a contract with Defendant Frame. When the agreement was allegedly assigned to Plaintiffs, Plaintiffs knew or should have known that Defendant Frame was an owner of the property who had not signed the Agreement or Addendum. Thus, Plaintiffs could not have relied on any representations as they allege. Nor did Plaintiffs rely on such representations when expenses were allegedly made for improvements to Defendant Gontero's trailer, attorney costs to extinguish a prior sales or out-of-pocket expenses and costs, because all of this took place prior to the date of assignment.

18. Denied. The averments are denied to the extent they are at variance with the document attached to Plaintiffs' Complaint as Exhibit A. Plaintiffs' assignor (Dubois) did not have a contract with Defendant Frame; therefore, Defendant Frame had no obligation to follow through with the terms of the contract. Nor did she or Defendant Gontero receive any significant benefits from Plaintiffs. To the contrary, Dubois did not make significant expenditures, certainly not an amount in excess of \$25,000 as claimed and Defendants were not enriched at Dubois' expense, but instead were irreparably harmed by the wrongful filing of a lis pendens. By way of further answer, as of May 22, 2004, Dubois (the Buyer in the Agreement) was deemed to have terminated the Agreement pursuant to paragraph 6.1 therein for failure to exercise its due diligence obligations under the terms of the Agreement.

19. Denied. The allegations contained in paragraph 19 contain mere conclusions of law to which no response is required. By way of further answer, it is denied that a valid agreement exists or default thereof for the reasons set forth in Defendants' Answer and New Matter and, accordingly, Plaintiffs are not entitled to the relief requested.

WHEREFORE, Defendants respectfully request that Plaintiffs' claim be dismissed, and that judgment be entered in favor of Defendants with attorney's fees and costs and against Plaintiff.

COUNT II – UNJUST ENRICHMENT

20. Defendants incorporate their answers to paragraphs 1 through 19 above as if fully set forth in their entirety.

21. Denied. To the contrary, Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity as to the allegations in paragraph 21 of the Complaint and therefore deny the allegations thereof. By way of further answer, Plaintiffs were not the source of the labor and materials allegedly used to repair a trailer on the property and did not confer a benefit to Defendant Frame.

22. Denied. To the contrary, Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity as to the allegations in paragraph 22 of the Complaint and therefore deny the allegations thereof. By way of further answer, Plaintiffs were not the source of the paid legal services nor did the extinguishment of the prior sales occur through or by Plaintiffs' efforts. To the contrary, Plaintiffs did not provide any such benefit.

23. Denied. The allegations contained in paragraph 23 contain mere conclusions of law to which no response is required. To the extent a reply may be appropriate, these allegations are denied, and Defendants aver that Plaintiffs were not the source of the benefits allegedly conferred upon Defendants. It is Plaintiffs' claim that is unjust in that they have placed a cloud on the title to the property in question and caused irreparable harm to Defendants, as more fully set forth in Defendants' New Matter.

WHEREFORE, Defendants respectfully request that Plaintiffs' claim be dismissed, and that judgment be entered in favor of Defendants with attorney's fees and costs and against Plaintiff.

COUNT III – FRAUD

24. Defendants incorporate their answers to paragraphs 1 through 23 above as if fully set forth in their entirety.

25. Denied. To the contrary, Defendants not only told the Buyer's agent that they both owned the subject property but also disclosed the prior agreement they had signed to sell the property to another party, which prior agreement needed to be terminated in order for Dubois to buy. Defendants believe that Dubois and/or its agent purposely entered into an Agreement with Defendant Gontero alone in order to take advantage of her situation as she was living alone and some 650 miles away from her daughter and granddaughter and to make it easier to obtain a more favorable deal for Buyer, one that included items that had never been discussed leading up to the Agreement or that had been misrepresented to Defendants.

26. Denied. Defendants deny the conclusions of law set forth in paragraph 26 of the Complaint. By way of further answer, Plaintiffs knew or should have known that Defendant Frame was an owner of the property. The representation in the Agreement was easy to verify by Buyer and/or Buyer's agent, so either it was left in due to mutual mistake or it was left in because Buyer's agent intended to take unfair advantage of Defendant Gontero, who was living alone at the time, and avoid having to negotiate a deal simultaneously with both owners.

27. Denied. To the contrary, Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity as to the allegations in paragraph 27 of the Complaint and therefore deny the allegations thereof. By way of further answer, Plaintiffs knew or should have known that Defendant Frame was an owner of the property. Defendant Frame did not conceal her ownership but, it fact, revealed it as did her mother when the Buyer's agent first contacted Defendant Gontero and was told to contact her daughter who also was an owner and who could tell him more about the prior sales agreement they had both signed in 1995. Notwithstanding the above, Buyer agreed to "promptly, at its expense, request a title examination", which prompt

examination not only would have confirmed Frame's ownership but also prevented the very situation that Plaintiff's now accuses Defendants of having caused.

28. Denied. Defendants deny the conclusions of law set forth in paragraph 28 of the Complaint. By way of further answer, Plaintiffs knew or should have known that Defendant Frame was an owner of the property who had not signed the agreement or addendum. Thus, Plaintiff could not have relied on any representations as they allege.

29. Denied. Defendants deny the conclusions of law set forth in paragraph 29 of the Complaint. By way of further answer, Plaintiffs knew or should have known that Defendant Frame was an owner of the property who had not signed the agreement or addendum. Thus, Plaintiff could not have relied on any representations as they allege.

30. Denied. Defendants deny the conclusions of law set forth in paragraph 30 of the Complaint. By way of further answer, Plaintiffs knew or should have known that Defendant Frame was an owner of the property who had not signed the agreement or addendum. Thus, Plaintiff could not have relied on any representations as they allege.

31. Denied. Defendants deny the conclusions of law set forth in paragraph 31 of the Complaint. By way of further answer, Plaintiffs knew or should have known that Defendant Frame was an owner of the property who had not signed the agreement or addendum. Thus, Plaintiff could not have relied on any representations as they allege.

WHEREFORE, Defendants respectfully request that Plaintiffs' claim be dismissed, and that judgment be entered in favor of Defendants with attorney's fees and costs and against Plaintiff.

COUNT IV – PUNITIVE DAMAGES

32. Defendants incorporate their answers to paragraphs 1 through 31 above as if fully set forth in their entirety.

33. Denied. Defendants deny the conclusions of law set forth in paragraph 33 of the Complaint. By way of further answer, Plaintiffs knew or should have known that

Defendant Frame was an owner of the property who had not signed the agreement or addendum. Thus, Plaintiff could not have relied on any representations as they allege.

34. Denied. Defendants deny the conclusions of law set forth in paragraph 33 of the Complaint. By way of further answer, Plaintiffs improperly seek punitive damages as a separate count; however pleading exemplary damages in such manner is neither a cognizable claim nor recognized by law.

WHEREFORE, Defendants respectfully request that Plaintiffs' claim be dismissed, and that judgment be entered in favor of Defendants with attorney's fees and costs and against Plaintiff.

NEW MATTER

35. Defendants incorporate their answers to paragraphs 1 through 34 above as if fully set forth in their entirety.

36. Counter-Plaintiff Ledora Gontero, at all times material to this complaint was living in a substandard twelve foot wide trailer that was approximately 35 years of age and without sufficient resources to make the trailer safe and habitable. She suffered from severe arthritis, coronary problems, had restricted mobility, had difficulty walking and experienced chronic pain.

37. In 2003, Counter-Plaintiff was an 85 year old woman who was and is debilitated physically and mentally because of her age and illness and which limited her mobility. At all times herein mentioned she has resided in and continues to reside in a mobile home on the subject premises. Her sole income was and is from government benefits. Her only family, a daughter, Judith Frame, and granddaughter, Lori Gallup live far away having resided in Milwaukee Wisconsin since 1983.

38. On October 9, 1979, Ledora Gontero's husband, Ralph Gontero, died intestate, leaving the subject premises to his wife, Ledora Gontero, and his daughter, Judith Frame (formerly Judith Goss). An estate was opened on November 9, 1979 at

the Clearfield County Register of Wills Office. Said records are public records and easily ascertainable.

39. On October 4, 1995, Counter-Plaintiffs Gontero and Frame entered into a Purchase Agreement with Marshall Barbour and Mike McGinley, for the sale of the subject premises. However, the transactions contemplated under the 1995 Purchase Agreement never materialized.

40. In or around April of 2003 Timothy H. Weinman (hereinafter "Weinman"), of Weinman Real Estate in Jeannette, PA, made a visit to Gontero at her visibly in disrepair trailer and asked if she was interested in selling the property. He told her that he represented investors who were interested in buying her property. Gontero informed Weinman that there was a Purchase Agreement in 1995 that had never been terminated and that he would have to contact her daughter, Judith Frame, about it, because her daughter was also an owner of the property.

41. Mr. Weinman contacted Ms. Frame by phone and represented that he was the agent for the prospective buyer and that his initial proposal was for \$460,000 and \$10,000 down payment. He did not tell her that the \$10,000 would be placed in an escrow to be used as expenses in completing the purchase or that he would be collecting a \$60,000 commission from the Seller.

42. Since Judith Frame and her daughter lived in Wisconsin, she never met with Mr. Weinman face to face nor was she present whenever Mr. Weinman would spend time with her mother, LeDora Gontero. Mr. Weinman would always go to Gontero first and then call Frame and tell her that her mother wanted to sign the contract. Frame did not trust what Weinman was telling her because what he communicated by phone was different from what he communicated in writing. For example, he told her the Buyer would make \$10,000 deposit but left out the fact that it would be deposited into a title insurance escrow to be used for expenditures of the purchase. He told them that he had a Buyer ready to purchase the property but left out the fact that Sellers would have to wait for anywhere from 270 days to two years and three months, under the due diligence clause, before being paid. He didn't tell her about his commission but then

included a \$60,000 commission (more than 13% of the sales price) to be paid by Seller even though he represented to them that he was the Buyer's agent.

43. Mr. Weinman spent many hours with Mrs. Gontero in an attempt to befriend her and gain her trust so that he could talk her into selling the property to his buyer. Mr. Weinman would first contact Mrs. Gontero and then call Mrs. Frame but then tell them both that the other had already approved of certain matters he had discussed with them when such was not true .

44. During the course of dealings with Defendants prior to Mrs. Gontero signing of the Agreement and thereafter, Mr. Weinman as agent for the Buyer engaged in the following:

- a. Mr. Weinman represented that certain home improvements would be made to Mrs. Gontero's trailer by Buyer's contractors, including the plumbing and electrical service when, in fact, the only improvements made were performed by Mr. Weinman and his wife, who were not licensed or certified to inspect and perform the required improvements. Some of the improvements were never performed.
- b. Mr. Weinman failed to ensure that the services that were to be provided to her were provided in a reasonable, professional and competent manner.
- c. Mr. Weinman failed to advise Mrs. Gontero regarding compliance with laws pertaining to the real estate transaction she was entering into.
- d. Mr. Weinman made false promises of a character likely to influence, persuade or induce Mrs. Gontero to enter into the agreement when Mr. Weinman could not or did not intend to keep such promises.
- e. Mr. Weinman acted for more than one party in the transaction without the written consent of all parties for whom he performed.
- f. Mr. Weinman failed to furnish copies of documents signed by Mrs. Gontero at the time of execution.

- g. Mr. Weinman failed to advise Mrs. Gontero to seek expert advice on matters relating to the transaction that were beyond his expertise, such as the title to the subject property as a result of her husband having died intestate.
- h. Mr. Weinman failed to provide Mrs. Gontero with information at the initial interview required by the Real Estate Licensing and Registration Act, including but not limited to the disclosure that the commission he is paid is negotiable.
- i. Mr. Weinman failed to set forth in a written agreement with Mrs. Gontero regarding the \$60,000 commission and the nature of the service;

45. On August 25, 2003, being told by Buyer's agent that her daughter approved, Mrs. Gontero signed an Agreement of Sale with Dubois for the purchase of the subject premises.

46. Had Counter-Plaintiff Gontero known of the falsity of Buyer's agent's representations, she would not have entered into the transactions the subject of this action.

AFFIRMATIVE DEFENSES

47. Plaintiffs have failed to state a claim upon which relief can be granted.

48. Plaintiffs' assignor failed to perform conditions precedent to extend the due diligence period of the Agreement, time being of the essence, and Plaintiff's assignor is deemed to have terminated the Agreement.

49. Plaintiffs' assignor failed to perform conditions precedent to the initiation of this action and Plaintiff's assignor is deemed to have terminated the Agreement.

50. By its illegal actions, Plaintiffs are barred from any form of relief.

51. By its unconscionable actions, Plaintiffs are barred from any form of relief.

52. Plaintiffs' causes of action are barred on the basis of estoppels.
53. Plaintiffs' causes of action are barred on the basis of waiver.
54. Plaintiffs' causes of action are barred on the basis of laches.
55. Plaintiffs' causes of action are barred under the doctrine of "unclean hands".
56. By its acts of fraud and/or misrepresentation, Plaintiffs are barred from any form of relief.
57. Any damages which Plaintiffs may have sustained by reasons contained in the allegations of the Complaint were proximately caused by the acts of persons other than Defendants and therefore Plaintiffs are not entitled to relief from Defendant.
58. Any damages or other relief which Plaintiffs may request were the result of actions by Plaintiffs for which Defendants are not liable.
59. Defendants are not liable for any damages to Plaintiffs on the basis of equitable and/or legal rescission.
60. Plaintiffs are barred from relief against Defendant Judith Frame on the basis of the Statute of Frauds.
61. Plaintiffs are barred from relief against Defendant Judith Frame for failure of consideration.

WHEREFORE, Defendants respectfully request that Plaintiffs' claim be dismissed, and that judgment be entered in favor of Defendants with attorney's fees and costs and against Plaintiff.

COUNTERCLAIM

COUNT 1 – SLANDER OF TITLE

62. Defendants/Counter-Plaintiffs incorporate their answers to paragraphs 1 through 61 above as if fully set forth in their entirety.

63. Plaintiffs/Counter-Defendants claim to be the assignee of an Agreement and Addendum that was never executed by Defendant/Counter-Plaintiff Judith Frame.

64. Counter-Defendants claim the assignment occurred on June 21, 2004, several months after their assignor, Dubois, allegedly discovered Counter-Plaintiff Judith Frame was also an owner of parcels of land that Dubois had contracted to buy from Judith Frame's mother pursuant to a contract dated August 25, 2003.

65. Counter-Defendants took assignment of an Agreement and Addendum to buy land that they knew or should have known was owned by both Gontero and Frame, but which Agreement and Addendum had been signed by Gontero only.

66. Counter-Defendants did not have any dealings with either of the Counter-Plaintiffs and Counter-Plaintiff Frame never made any representations to Counter-Defendants nor did she ever conceal the fact that she was one of the owners of the subject property.

67. The Agreement dated August 25, 2003 provided that Buyer had 270 days or until May 22, 2004 to perform its due diligence and notify the Seller in writing, time being of the essence, that Buyer intended to complete the sale and purchase the Property as described therein. Buyer also had the option to extend the due diligence period for a 30 day period (up to 15 times) upon payment to Seller of \$3,000 for each 30 day period. Buyer failed to provide the required notice or extend the due diligence period. Rather, Buyer prepared an Addendum to (1) modify the sales price, (2) extend the due diligence period for another 270 days and, (3) add Judith Frame as a Seller along with her mother, LeDora Gontero. The Addendum was never accepted or signed by Judith Frame. Thus, Buyer's due diligence period expired after May 22, 2003, thereby terminating the Agreement as mandated in paragraph 6.1 of the Agreement.

68. On October 25, 2004, Counter-Defendants initiated the within action by summons and filed a lis pendens against Counter-Plaintiffs property. Counter-

Defendants failed to prosecute their action in a timely or expeditious manner, thus allowing the suit to remain idle while a lis pendens has remained against Counter-Plaintiffs property for the last 10 years.

69. In this action, Counter-Defendants are being represented by Stephen M. Farino, Esquire, and the same attorney who Buyer's had hired to represent Counter-Plaintiffs in the termination of a prior agreement to sell the subject property. Attorney Farino has a conflict of interest and should recuse himself from the matter because he did not obtain Counter-Plaintiffs' consent and the involvement smacks of impropriety.

70. Counter-Defendants initiated, conducted and benefited from the suit and lis pendens based on an alleged interest, which it knew no longer existed because the Agreement and Addendum were never signed by Judith Frame. They also knew Buyer was deemed to have elected to terminate the Agreement pursuant to Paragraph 6.1.

71. Counter-Defendants had no legal authority to buy the subject property from Counter-Plaintiff Judith Frame and had no ability to claim title by virtue of the expired or terminated Agreement.

72. Counter-Defendants communicated to a third person a statement disparaging Counter-Plaintiffs' title.

73. The statement communicated by Counter-Defendants to a third person disparaging Counter-Plaintiffs' title is untrue.

74. Counter-Defendants' communication caused Counter-Plaintiffs to suffer actual damages.

75. Counter-Defendants made false, untrue, and malicious statements concerning Counter-Plaintiff Judith Frame and the validity of the Agreement and Addendum that was assigned to it on June 21, 2004.

76. Counter-Defendants have, with malice, slandered, defamed and disparaged Counter-Plaintiffs' title to the property.

77. Counter-Plaintiffs have sustained great loss, damage and injury due to the actions of the Counter-Defendants.

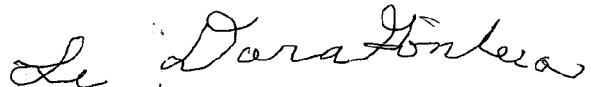
78. As a direct and proximate result of said Counter-Defendants acts and/or omissions, Counter-Plaintiffs incurred general and specific damages in excess of \$25,000.00

79. Counter-Defendants' conduct was oppressive, fraudulent and/or malicious and the Counter-Defendants are therefore liable to Counter-Plaintiffs' for exemplary damages.

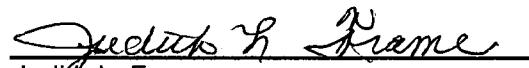
80. Counter-Plaintiffs are entitled to punitive damages pursuant to Pennsylvania Law and reserve the right to pursue such damages upon leave of Court.

WHEREFORE, Defendants/Counter-Plaintiffs demand monetary damages, punitive damages, interest, cost of this action, and attorney fees against Plaintiffs/Counter-Defendants for slander of title and such other relief this Court deems just and proper.

Respectfully submitted



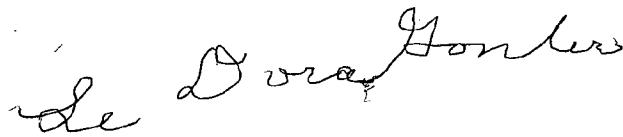
LeDora Góntero
Christ the King Manner
1100 West Long Ave.
Dubois, PA 15801



Judith L. Frame
132 Bryce Lane
Pennfield, PA 15849

VERIFICATION

I, LeDora Gontero, hereby acknowledge that I am a Defendant in the foregoing Answer to Complaint with New Matter and Counterclaim, that I have read the foregoing, and the facts stated therein are true and correct to the best of my knowledge, information and belief.

I understand that any false statements herein are made subject to penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities. 

Date: 3-21-14

LeDora Gontero

VERIFICATION

I, Judith L. Frame, hereby acknowledge that I am a Defendant in the foregoing Answer to Complaint with New Matter and Counterclaim, that I have read the foregoing, and the facts stated therein are true and correct to the best of my knowledge, information and belief.

I understand that any false statements herein are made subject to penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities.

Date: 3-21-14

Judith L. Frame
Judith L. Frame

CERTIFICATE OF SERVICE

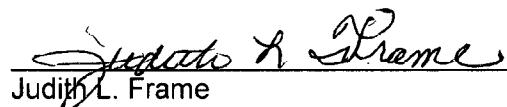
I HEREBY CERTIFY that the Defendants' Answer to Complaint with New Matter and Counterclaim was furnished by first class mail, postage prepaid on the 21st day of March 2014, to:

Joseph Sabino Mistick, Esq.
310 Grant Street
Suite 1430 Grant Building
Pittsburgh, PA 15219

Stephen M. Farino, Esq.
One Oxford Centre
301 Grant Street, Suite 830
Pittsburgh, PA 15219

Patrick Lavelle, Esq.
25 East Park Avenue, Suite #2
Dubois, PA 15801

Date: 3-21-14



Judith L. Frame

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ROUTE 255 REALTY PARTNERS, LLC,
ROSS DEVELOPMENT COMPANY,
ANTHONY J. ROSS, Members,
Assignees of
DUBOIS REALTY PARTNERS, LLC,

CIVIL DIVISION

No. 2004-1620-CD

Plaintiffs,

Vs.

**NOTICE OF INTENTION TO TAKE
DEFAULT JUDGMENT**

LEDORA GONTERO and
JUDITH L. FRAME formerly
JUDITH L. GOSS,

Defendants.

Filed on Behalf of:
PLAINTIFFS

Counsel of Record for
this party:

Joseph Sabino Mistick, Esq.
Pa. I.D. 30303
310 Grant Street
Suite 1430 Grant Building
Pittsburgh, PA 15219
(412) 638-5777

Stephen M. Farino, Esquire
Pa. I.D. No. 69210
One Oxford Centre
301 Grant Street, Suite 830
Pittsburgh, PA 15219
(412) 338-9700

Patrick Lavelle, Esquire
Pa. I.D. No. 85537
25 East Park Avenue, suite #2
DuBois, PA 15801
(814) 371-2232

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BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ROUTE 255 REALTY PARTNERS, LLC,
ROSS DEVELOPMENT COMPANY,
ANTHONY J. ROSS, Members,
Assignees of
DUBOIS REALTY PARTNERS, LLC,

CIVIL DIVISION

No. 2004-1620-CD

Plaintiffs,

LEDORA GONTERO and
JUDITH L. FRAME formerly
JUDITH L. GOSS,

Defendants.

To: LEDORA GONTERO and
JUDITH L. FRAME

Date of Notice: March 21, 2014

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

COURT ADMINISTRATOR
Clearfield County Courthouse
Second & Market Streets
Clearfield, PA 16830
Telephone (814) 765-2641 Ext. 50-51



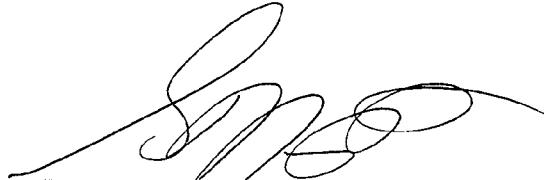
Stephen M. Farino, Esquire
Attorney for Plaintiffs

CERTIFICATE OF SERVICE

I, Stephen M. Farino, Esquire, hereby certify that a true and correct copy of the foregoing Notice of Intention to Take Default Judgment has been sent to the following by first class mail, postage prepaid on this 21st day of March 2014:

Ledora Gontero
132 Bryce Lane
Penfield, PA 15849

Judith L. Frame
132 Bryce Lane
Penfield, PA 15849



Stephen M. Farino, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ROUTE 255 REALTY PARTNERS, LLC,
ROSS DEVELOPMENT COMPANY,
ANTHONY J. ROSS, Members,
Assignees of
DUBOIS REALTY PARTNERS, LLC,

CIVIL DIVISION

No. 2004-1620-CD

Plaintiffs,

Vs.

LEDORA GONTERO and
JUDITH L. FRAME formerly
JUDITH L. GOSS,

PRELIMINARY OBJECTIONS
TO ANSWER, NEW MATTER
and COUNTERCLAIM
AND ORDER OF COURT

Defendants.

Filed on Behalf of:
PLAINTIFFS

Counsel of Record for
this party:

Joseph Sabino Mistick, Esq.
Pa. I.D. 30303
310 Grant Street
Suite 1430 Grant Building
Pittsburgh, PA 15219
(412) 638-5777

Stephen M. Farino, Esquire
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One Oxford Centre
301 Grant Street, Suite 830
Pittsburgh, PA 15219
(412) 338-9700

Patrick Lavelle, Esquire
Pa. I.D. No. 85537
25 East Park Avenue, suite #2
DuBois, PA 15801
(814) 371-2232

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APR 17 2014
BRIAN K. SPENCER 61
PROTHONOTARY & CLERK OF COURTS

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ROUTE 255 REALTY PARTNERS, LLC,
ROSS DEVELOPMENT COMPANY,
ANTHONY J. ROSS, Members,
Assignees of
DUBOIS REALTY PARTNERS, LLC,

CIVIL DIVISION

No. 2004-1620-CD

Plaintiffs,

LEDORA GONTERO and
JUDITH L. FRAME formerly
JUDITH L. GOSS,

Defendants.

PRELIMINARY OBJECTIONS

AND NOW, comes the Plaintiffs, by and through their attorneys, Stephen M. Farino, Esquire, Joseph Sabino Mistick, Esquire, and Patrick Lavelle, Esquire and file the following Preliminary Objections to the Answer, New Matter and Counterclaim of the defendants as follows:

1. The Plaintiffs, herein filed a complaint against the Defendants for breach of a real estate contract, unjust enrichment and fraud, for the purchase of real property consisting of 62.89 acres situated in Sandy Township, Clearfield County, Pennsylvania.

2. On March 28, 2014, undersigned counsel was served with an answer, new matter and counterclaim of the defendants. The counterclaim of the defendants alleges "slander of title".

Motion To Strike Counterclaim

3. The counterclaim at ¶72 and ¶73 alleges that a statement disparaging the defendants' title was communicated to a "third person".

4. The publication of a defamatory statement to an identified third person is an essential element which must be pleaded with particularity.

5. As the Commonwealth Court specifically held in *Raneri v. Depolo*, 65 Pa.Cmwlth. 183, 441 A.2d 1373 (1982), an allegation in a complaint that defamatory statements were published to "third persons" was insufficient to sustain a cause of action, where the party failed to show the identity of the third persons to whom the statements were made.

6. One element of pleading a cause of action for disparagement of title, requires the pleading to have considerable specificity by setting forth the names of the

customers lost and a specific financial loss amount resulting therefrom.

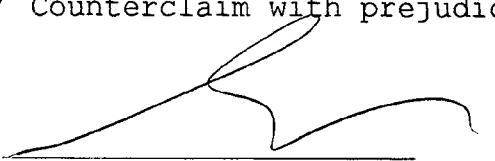
7. One element of pleading a cause of action for disparagement of title requires the pleading to have considerable specificity by setting forth the date(s) of the allegedly disparaging statement(s).

Demurrer

8. Pursuant to the Pennsylvania Rules of Civil Procedure Rule 1028(a)(4), preliminary objections are proper where the Plaintiff's complaint is legally insufficient.

9. The defendants' counterclaim as pleaded is legally insufficient. Defendants have failed to adequately plead the requisite level to entitle them to relief.

WHEREFORE, the Plaintiffs respectfully requests that this Honorable Court dismiss Defendants' Counterclaim with prejudice.



Stephen M. Farino, Esquire
Attorney for Plaintiffs

CERTIFICATE OF SERVICE

I, Stephen M. Farino, Esquire, hereby certify that a true and correct copy of the foregoing Preliminary Objections has been sent to the following by first class mail, postage prepaid on this 15th day of April 2014:

Ledora Gontero
Christ of King Manner
1100 West Long Ave
Dubois, PA 15801

Judith L. Frame
132 Bryce Lane
Penfield, PA 15849



Stephen M. Farino, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ROUTE 255 REALTY PARTNERS, LLC,
ROSS DEVELOPMENT COMPANY,
ANTHONY J. ROSS, Members,
Assignees of
DUBOIS REALTY PARTNERS, LLC, CIVIL DIVISION

No. 2004-1620-CD

Plaintiffs,

LEDORA GONTERO and
JUDITH L. FRAME formerly
JUDITH L. GOSS,

Defendants.

ORDER

AND NOW, this _____ day of _____, 2014, it is
hereby ORDERED and DECREED that the Plaintiffs' Preliminary
Objections to the Defendants' Counterclaim are sustained and the
Defendant's Counterclaim is dismissed with prejudice.

BY THE COURT

J.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ROUTE 255 REALTY PARTNERS, LLC,
ROSS DEVELOPMENT COMPANY,
ANTHONY J. ROSS, Members,
Assignees of
DUBOIS REALTY PARTNERS, LLC,

CIVIL DIVISION

No. 2004-1620-CD

Plaintiffs,

Vs.

PRAECIPE FOR ARGUMENT ON
PRELIMINARY OBJECTIONS
TO ANSWER, NEW MATTER
and COUNTERCLAIM

LEDORA GONTERO and
JUDITH L. FRAME formerly
JUDITH L. GOSS,

Defendants.

Filed on Behalf of:
PLAINTIFFS

Counsel of Record for
this party:

Joseph Sabino Mistick, Esq.
Pa. I.D. 30303
310 Grant Street
Suite 1430 Grant Building
Pittsburgh, PA 15219
(412) 638-5777

Stephen M. Farino, Esquire
Pa. I.D. No. 69210
One Oxford Centre
301 Grant Street, Suite 830
Pittsburgh, PA 15219
(412) 338-9700

Patrick Lavelle, Esquire
Pa. I.D. No. 85537
25 East Park Avenue, suite #2
DuBois, PA 15801
(814) 371-2232

FILED acc Atty
1/12/04 fm Farino
APR 17 2014

BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS

GL

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ROUTE 255 REALTY PARTNERS, LLC,
ROSS DEVELOPMENT COMPANY,
ANTHONY J. ROSS, Members,
Assignees of
DUBOIS REALTY PARTNERS, LLC, CIVIL DIVISION

No. 2004-1620-CD

Plaintiffs,

LEDORA GONTERO and
JUDITH L. FRAME formerly
JUDITH L. GOSS,

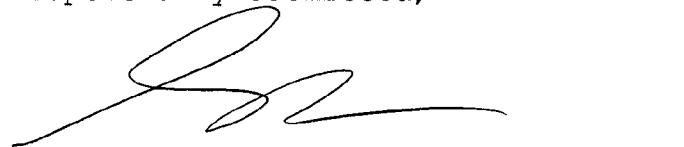
Defendants.

PRAECIPE FOR ARGUMENT ON PRELIMINARY OBJECTIONS

To: The Prothonotary of Clearfield County,

Pursuant to Local Rules 1028(c)(1) and 211, kindly direct the Court Administrator to schedule an argument date for consideration of Preliminary Objections filed by the Plaintiffs to Defendants' Answer New Matter and Counterclaim in the within action.

Respectfully Submitted,



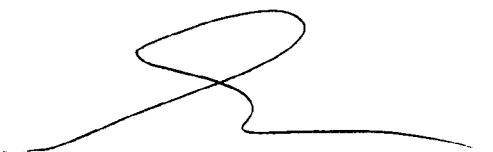
Stephen M. Farino, Esquire
Attorney for Plaintiffs

CERTIFICATE OF SERVICE

I, Stephen M. Farino, Esquire, hereby certify that a true and correct copy of the foregoing Praeclipe for Argument has been sent to the following by first class mail, postage prepaid on this 15th day of April 2014:

Ledora Gontero
Christ of King Manner
1100 West Long Ave
Dubois, PA 15801

Judith L. Frame
132 Bryce Lane
Penfield, PA 15849



Stephen M. Farino, Esquire

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

ROUTE 255 REALTY PARTNERS, LLC;
ROSS DEVELOPMENT COMPANY;
ANTHONY J. ROSS, Members, Assignees of
DUBOIS REALTY PARTNERS, LLC

NO. 2004-1620-CD

Plaintiffs

vs.

LEDORA GONTERO and
JUDITH L. FRAME, formerly JUDITH L. GOSS

Defendants

O R D E R

NOW, this 22 day of April, 2014, upon consideration of Plaintiff's *Preliminary Objections To Answer, New Matter and Counterclaim* in the above captioned case, it is the ORDER of this Court that argument shall be and is hereby scheduled for the 23rd day of May, 2014, at 2:30 PM in Courtroom #1 of the Clearfield County Courthouse, Clearfield, PA 16830.

One half hour has been reserved for this proceeding.

BY THE COURT,


FREDRIC J. AMMERMAN
PRESIDENT JUDGE

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APR 24 2014
BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS

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3cc Atty Farino

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ROUTE 255 REALTY PARTNERS, LLC,
ROSS DEVELOPMENT COMPANY,
ANTHONY J. ROSS, Members,
Assignees of
DUBOIS REALTY PARTNERS, LLC,

CIVIL DIVISION

No. 2004-1620-CD

Plaintiffs,

vs.

CERTIFICATE OF SERVICE

LEDORA GONTERO and
JUDITH L. FRAME formerly
JUDITH L. GOSS,

Defendants.

Filed on Behalf of:
PLAINTIFFS

Counsel of Record for
this party:

Joseph Sabino Mistick, Esq.
Pa. I.D. 30303
310 Grant Street
Suite 1430 Grant Building
Pittsburgh, PA 15219
(412) 638-5777

Stephen M. Farino, Esquire
Pa. I.D. No. 69210
One Oxford Centre
301 Grant Street, Suite 830
Pittsburgh, PA 15219
(412) 338-9700

FILED *as*

APR 30 2014

BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS

M/119 pm/BS

2nd Atty. Farino

Patrick Lavelle, Esquire
Pa. I.D. No. 85537
25 East Park Avenue, suite #2
DuBois, PA 15801
(814) 371-2232

CERTIFICATE OF SERVICE

I, Stephen M. Farino, Esquire, hereby certify that a true and correct copy of the attached Order of April 22, 2014 has been sent to the following by first class mail, postage prepaid on this 28th day of April 2014:

Ledora Gontero
Christ of King Manner
1100 West Long Ave
Dubois, PA 15801

Judith L. Frame
132 Bryce Lane
Penfield, PA 15849



Stephen M. Farino, Esquire

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

ROUTE 255 REALTY PARTNERS, LLC;
ROSS DEVELOPMENT COMPANY;
ANTHONY J. ROSS, Members, Assignees of
DUBOIS REALTY PARTNERS, LLC

NO. 2004-1620-CD

Plaintiffs

vs.

LEDORA GONTERO and
JUDITH L. FRAME, formerly JUDITH L. GOSS

Defendants

ORDER

NOW, this 22 day of April, 2014, upon consideration of Plaintiff's *Preliminary Objections To Answer, New Matter and Counterclaim* in the above captioned case, it is the ORDER of this Court that argument shall be and is hereby scheduled for the 23rd day of May, 2014, at 2:30 PM in Courtroom #1 of the Clearfield County Courthouse, Clearfield, PA 16830.

One half hour has been reserved for this proceeding.

BY THE COURT,

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

APR 24 2014

/s/ Fredric J. Ammerman

FREDRIC J. AMMERMAN
PRESIDENT JUDGE

A TRUE COPY
ATTEST: Dick. Spurz
PROTHONOTARY-CLERK

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
ROUTE 255 REALTY PARTNERS, LLC, :
ROSS DEVELOPMENT COMPANY, : CIVIL DIVISION
ANTHONY J. ROSS, Members, :
Assignees of : NO. 2004-1620-CD
DUBOIS REALTY PARTNERS, LLC :
Plaintiffs

v.

LEDORA GONTERO and :
JUDITH L. FRAME, formerly :
JUDITH L. GOSS, :
Defendants

FILED 2/5

MAY 05 2014

BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS
0/134pm/B/S
4cc Dusan

NOTICE TO DEFEND

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within 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
Second & Market Streets
Clearfield, PA 16830
Telephone (814) 765-2641 Ext. 50-51

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ROUTE 255 REALTY PARTNERS, LLC, :
ROSS DEVELOPMENT COMPANY, : CIVIL DIVISION
ANTHONY J. ROSS, Members, :
Assignees of : NO. 2004-1620-CD
DUBOIS REALTY PARTNERS, LLC :
Plaintiffs :
v. :
: :
LEDORA GONTERO and :
JUDITH L. FRAME, formerly :
JUDITH L. GOSS, :
Defendants :
:

DEFENDANT'S ANSWER TO COMPLAINT
WITH NEW MATTER AND COUNTERCLAIM

Pro se Defendants, Ledora Gontero and Judith L. Frame, formerly Judith L. Goss, answer Plaintiff's Complaint as follows:

1. Denied as after reasonable investigation Defendants are without knowledge or information sufficient to form a belief as to the truth of this averment. By way of further answer, Dubois Realty Partners, LLC, having allegedly assigned its interest before this action commenced in 2004, is not identified in the caption as a Plaintiff. Defendants believe and therefore aver that Dubois Realty Partners, LLC, is no longer in existence, having been dissolved on 7/10/2006.

2. Denied as after reasonable investigation Defendants are without knowledge or information sufficient to form a belief as to the truth of this averment. By way of further answer, Defendants believe and therefore aver that Route 255 Realty Partners, LLC was not created until 7/21/2004.

3. Denied. To the contrary, Defendant LeDora Gontero is one of the owners of tax parcels D03-000-00056, D03-000-00057 and D03-000-00058 and at all times material to this complaint resided in Clearfield County.

4. Denied. To the contrary, Judith Frame is one of the owners of tax parcels D03-000-00056, D03-000-00057 and D03-000-00058 and at all times material to this complaint resided with her daughter Lori Gallup in Milwaukee, Wisconsin.

5. Denied. On the contrary, due to lack of mutual assent and the active concealment and misrepresentation entered into by Dubois Realty Partners, LLC and/or its agent's, no enforceable contract exists. By way of further answer, as of May 22, 2004, Dubois Realty Partners, LLC (hereinafter referred to as "Dubois" or "Buyer") was deemed to have terminated the agreement pursuant to paragraph 6.1 of the agreement.

6. Denied. To the contrary, Tim Weinman of Weinman Real Estate (hereinafter referred to as "Buyers' agent" or "Weinman"), the real estate agent, represented that he was acting on behalf of the Buyer, who was Dubois, and not on behalf of Plaintiffs in this action. Dubois and/or its real estate agent knew or should have known that in order to convey an interest in the subject real estate, the signature of Defendant Judith Frame was also required, as the agent had numerous telephone discussions with Defendants Gontero and Frame, as well as Ms. Frame's daughter Lori Gallup and was informed that Gontero and Frame were both heirs of Ralph Gontero. Moreover, Dubois and/or its agent knew or should have known about records filed with the taxing authority and land records office that listed Ralph Gontero (husband to LeDora Gontero and father to Judith Frame) as the land owner, who had died intestate. In addition, Defendants informed Dubois and/or its real estate agent about a prior Purchase Agreement for the property that listed both Ledora Gontero and Judith Frame as sellers of the subject property, to Marshal Barbour and Mike McGinley (Barbour Agreement). In fact, the Agreement at issue references this matter in paragraph 27. Furthermore, the buyers' agent was involved in hiring an attorney to terminate the Barbour agreement.

7. Denied. The document speaks for itself. By way of further answer, Defendant LeDora Gontero was 85 years of age at the time, a senior citizen with limited education, was an unsophisticated seller who did not understand many of the basic terms and representations of a typical real estate sales transaction. Further, Defendant LeDora Gontero was and is debilitated physically and mentally because of her age and illness to such an extent that she lacked the capacity to understand the nature and consequences of her acts with respect to the real estate transaction. Defendant Gontero was not represented by legal counsel when Buyer's agent had her sign the agreement and did not have sufficient understanding to inquire as to why this provision was inserted when Dubois and/or its agent knew or should have known about the daughter's ownership interest.

8. Admitted in part and denied in part. Admitted that Dubois and/or its agent contacted an attorney in accordance with paragraph 27 to terminate the prior agreement. However, that attorney was fired by the buyers' agent and Defendants are unaware of any efforts by Plaintiffs in regards to this allegation. After reasonable investigation Defendants are without knowledge or information sufficient to form a belief as to the truth of this averment. By way of further answer, Plaintiff Route 255 Realty Partners, LLC was not created until 7/21/2004.

9. Denied. The averments are denied to the extent they are at variance with the document attached to Plaintiffs' Complaint as Exhibit A. To the contrary, a contractor was never hired and proper inspections were not performed. Rather, Dubois' real estate agent and his wife performed some of the work on her trailer and left other more serious improvements uncompleted. Then the agent surreptitiously amended the list of home-improvement Buyer had agreed to perform to feign compliance and in order to obtain LeDora Gontero's acceptance in writing.

10. Denied as after reasonable investigation Defendants are without knowledge or information sufficient to form a belief as to the truth of this averment. By way of further answer, Buyer and Buyer's agent knew or should have known prior to August 25, 2003 that Judith Frame had an interest in the property. By way of further answer, Dubois and/or its agent never provided the Seller with a copy of the title report

required by the terms of the Agreement and Defendants are without knowledge or information as to when the title examination was actually performed.

11. Denied as after reasonable investigation Defendants are without knowledge or information sufficient to form a belief as to the truth of this averment. By way of further answer, Dubois and/or its real estate agent knew or should have known prior to August 25, 2003 that Judith Frame had an interest in the property.

12. Admitted in part and denied in part. Admitted that Defendant Gontero signed the addendum. Denied as to the remaining averments. To the contrary, Defendant Gontero did not negotiate any checks. Further, Defendant Gontero signed the addendum only after the Dubois' real estate agent misrepresented to her that her daughter Defendant Frame, who resided in Wisconsin, had already signed the addendum and said that it was okay for Defendant Gontero to sign the addendum.

13. Admitted in part. Admitted that the addendum was forwarded to Defendant Frame. Denied that she signed the addendum or that she ever negotiated the check.

14. Admitted in part and denied in part. Admitted that Defendant Frame refused to execute the addendum and said that the deal was off. Denied as to the remaining averments. To the contrary, after Defendant Frame discovered the misrepresentations and trickery engaged in by Buyer's agent, she did not trust him and, moreover, was afraid because Buyer's agent had threatened her that he would take the land and she and her mother would not see any of the money.

15. Denied as after reasonable investigation Defendants are without knowledge or information sufficient to form a belief as to the truth of this averment. By way of further answer, Dubois could not have assigned anything on June 24, 2004 because Plaintiff Route 255 Realty Partners, LLC was not created until July 21, 2004. Nor could Dubois assign an Agreement deemed terminated as of May 22, 2003 or an Agreement and Addendum that had not been signed by Defendant Judith Frame.

COUNT I – BREACH OF CONTRACT

16. Defendants incorporate their answers to paragraphs 1 through 15 above as if fully set forth in their entirety.

17. Denied as after reasonable investigation Defendants are without knowledge or information sufficient to form a belief as to the truth of this averment. By way of further answer, the averments are denied to the extent they are at variance with the document attached to Plaintiffs' Complaint as Exhibit A. Plaintiffs' assignor (Dubois) did not have a contract with Defendant Frame. When the agreement was allegedly assigned to Plaintiffs, Plaintiffs knew or should have known that Defendant Frame was an owner of the property who had not signed the Agreement or Addendum. Thus, Plaintiffs could not have relied on any representations as they allege. Nor did Plaintiffs rely on such representations when expenses were allegedly made for improvements to Defendant Gontero's trailer, attorney costs to extinguish a prior sales or out-of-pocket expenses and costs, because all of this took place prior to the date of assignment.

18. Denied. The averments are denied to the extent they are at variance with the document attached to Plaintiffs' Complaint as Exhibit A. Plaintiffs' assignor (Dubois) did not have a contract with Defendant Frame; therefore, Defendant Frame had no obligation to follow through with the terms of the contract. Nor did she or Defendant Gontero receive any significant benefits from Plaintiffs. To the contrary, Dubois did not make significant expenditures, certainly not an amount in excess of \$25,000 as claimed and Defendants were not enriched at Dubois' expense, but instead were irreparably harmed by the wrongful filing of a lis pendens. By way of further answer, as of May 22, 2004, Dubois (the Buyer in the Agreement) was deemed to have terminated the Agreement pursuant to paragraph 6.1 therein for failure to exercise its due diligence obligations under the terms of the Agreement.

19. Denied. The allegations contained in paragraph 19 contain mere conclusions of law to which no response is required. By way of further answer, it is denied that a valid agreement exists or default thereof for the reasons set forth in Defendants' Answer and New Matter and, accordingly, Plaintiffs are not entitled to the relief requested.

WHEREFORE, Defendants respectfully request that Plaintiffs' claim be dismissed, and that judgment be entered in favor of Defendants with attorney's fees and costs and against Plaintiff.

COUNT II – UNJUST ENRICHMENT

20. Defendants incorporate their answers to paragraphs 1 through 19 above as if fully set forth in their entirety.

21. Denied. To the contrary, Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity as to the allegations in paragraph 21 of the Complaint and therefore deny the allegations thereof. By way of further answer, Plaintiffs were not the source of the labor and materials allegedly used to repair a trailer on the property and did not confer a benefit to Defendant Frame.

22. Denied. To the contrary, Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity as to the allegations in paragraph 22 of the Complaint and therefore deny the allegations thereof. By way of further answer, Plaintiffs were not the source of the paid legal services nor did the extinguishment of the prior sales occur through or by Plaintiffs' efforts. To the contrary, Plaintiffs did not provide any such benefit.

23. Denied. The allegations contained in paragraph 23 contain mere conclusions of law to which no response is required. To the extent a reply may be appropriate, these allegations are denied, and Defendants aver that Plaintiffs were not the source of the benefits allegedly conferred upon Defendants. It is Plaintiffs' claim that is unjust in that they have placed a cloud on the title to the property in question and caused irreparable harm to Defendants, as more fully set forth in Defendants' New Matter.

WHEREFORE, Defendants respectfully request that Plaintiffs' claim be dismissed, and that judgment be entered in favor of Defendants with attorney's fees and costs and against Plaintiff.

COUNT III – FRAUD

24. Defendants incorporate their answers to paragraphs 1 through 23 above as if fully set forth in their entirety.

25. Denied. To the contrary, Defendants not only told the Buyer's agent that they both owned the subject property but also disclosed the prior agreement they had signed to sell the property to another party, which prior agreement needed to be terminated in order for Dubois to buy. Defendants believe that Dubois and/or its agent purposely entered into an Agreement with Defendant Gontero alone in order to take advantage of her situation as she was living alone and some 650 miles away from her daughter and granddaughter and to make it easier to obtain a more favorable deal for Buyer, one that included items that had never been discussed leading up to the Agreement or that had been misrepresented to Defendants.

26. Denied. Defendants deny the conclusions of law set forth in paragraph 26 of the Complaint. By way of further answer, Plaintiffs knew or should have known that Defendant Frame was an owner of the property. The representation in the Agreement was easy to verify by Buyer and/or Buyer's agent, so either it was left in due to mutual mistake or it was left in because Buyer's agent intended to take unfair advantage of Defendant Gontero, who was living alone at the time, and avoid having to negotiate a deal simultaneously with both owners.

27. Denied. To the contrary, Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity as to the allegations in paragraph 27 of the Complaint and therefore deny the allegations thereof. By way of further answer, Plaintiffs knew or should have known that Defendant Frame was an owner of the property. Defendant Frame did not conceal her ownership but, in fact, revealed it as did her mother when the Buyer's agent first contacted Defendant Gontero and was told to contact her daughter who also was an owner and who could tell him more about the prior sales agreement they had both signed in 1995. Notwithstanding the above, Buyer agreed to "promptly, at its expense, request a title examination", which prompt

examination not only would have confirmed Frame's ownership but also prevented the very situation that Plaintiff's now accuses Defendants of having caused.

28. Denied. Defendants deny the conclusions of law set forth in paragraph 28 of the Complaint. By way of further answer, Plaintiffs knew or should have known that Defendant Frame was an owner of the property who had not signed the agreement or addendum. Thus, Plaintiff could not have relied on any representations as they allege.

29. Denied. Defendants deny the conclusions of law set forth in paragraph 29 of the Complaint. By way of further answer, Plaintiffs knew or should have known that Defendant Frame was an owner of the property who had not signed the agreement or addendum. Thus, Plaintiff could not have relied on any representations as they allege.

30. Denied. Defendants deny the conclusions of law set forth in paragraph 30 of the Complaint. By way of further answer, Plaintiffs knew or should have known that Defendant Frame was an owner of the property who had not signed the agreement or addendum. Thus, Plaintiff could not have relied on any representations as they allege.

31. Denied. Defendants deny the conclusions of law set forth in paragraph 31 of the Complaint. By way of further answer, Plaintiffs knew or should have known that Defendant Frame was an owner of the property who had not signed the agreement or addendum. Thus, Plaintiff could not have relied on any representations as they allege.

WHEREFORE, Defendants respectfully request that Plaintiffs' claim be dismissed, and that judgment be entered in favor of Defendants with attorney's fees and costs and against Plaintiff.

COUNT IV – PUNITIVE DAMAGES

32. Defendants incorporate their answers to paragraphs 1 through 31 above as if fully set forth in their entirety.

33. Denied. Defendants deny the conclusions of law set forth in paragraph 33 of the Complaint. By way of further answer, Plaintiffs knew or should have known that

Defendant Frame was an owner of the property who had not signed the agreement or addendum. Thus, Plaintiff could not have relied on any representations as they allege.

34. Denied. Defendants deny the conclusions of law set forth in paragraph 33 of the Complaint. By way of further answer, Plaintiffs improperly seek punitive damages as a separate count; however pleading exemplary damages in such manner is neither a cognizable claim nor recognized by law.

WHEREFORE, Defendants respectfully request that Plaintiffs' claim be dismissed, and that judgment be entered in favor of Defendants with attorney's fees and costs and against Plaintiff.

NEW MATTER

35. Defendants incorporate their answers to paragraphs 1 through 34 above as if fully set forth in their entirety.

36. Counter-Plaintiff Ledora Gontero, at all times material to this complaint was living in a substandard twelve foot wide trailer that was approximately 35 years of age and without sufficient resources to make the trailer safe and habitable. She suffered from severe arthritis, coronary problems, had restricted mobility, had difficulty walking and experienced chronic pain.

37. In 2003, Counter-Plaintiff was an 85 year old woman who was and is debilitated physically and mentally because of her age and illness and which limited her mobility. At all times herein mentioned she has resided in and continues to reside in a mobile home on the subject premises. Her sole income was and is from government benefits. Her only family, a daughter, Judith Frame, and granddaughter, Lori Gallup live far away having resided in Milwaukee Wisconsin since 1983.

38. On October 9, 1979, Ledora Gontero's husband, Ralph Gontero, died intestate, leaving the subject premises to his wife, Ledora Gontero, and his daughter, Judith Frame (formerly Judith Goss). An estate was opened on November 9, 1979 at

the Clearfield County Register of Wills Office. Said records are public records and easily ascertainable.

39. On October 4, 1995, Counter-Plaintiffs Gontero and Frame entered into a Purchase Agreement with Marshall Barbour and Mike McGinley, for the sale of the subject premises. However, the transactions contemplated under the 1995 Purchase Agreement never materialized.

40. In or around April of 2003 Timothy H. Weinman (hereinafter "Weinman"), of Weinman Real Estate in Jeannette, PA, made a visit to Gontero at her visibly in disrepair trailer and asked if she was interested in selling the property. He told her that he represented investors who were interested in buying her property. Gontero informed Weinman that there was a Purchase Agreement in 1995 that had never been terminated and that he would have to contact her daughter, Judith Frame, about it, because her daughter was also an owner of the property.

41. Mr. Weinman contacted Ms. Frame by phone and represented that he was the agent for the prospective buyer and that his initial proposal was for \$460,000 and \$10,000 down payment. He did not tell her that the \$10,000 would be placed in an escrow to be used as expenses in completing the purchase or that he would be collecting a \$60,000 commission from the Seller.

42. Since Judith Frame and her daughter lived in Wisconsin, she never met with Mr. Weinman face to face nor was she present whenever Mr. Weinman would spend time with her mother, LeDora Gontero. Mr. Weinman would always go to Gontero first and then call Frame and tell her that her mother wanted to sign the contract. Frame did not trust what Weinman was telling her because what he communicated by phone was different from what he communicated in writing. For example, he told her the Buyer would make \$10,000 deposit but left out the fact that it would be deposited into a title insurance escrow to be used for expenditures of the purchase. He told them that he had a Buyer ready to purchase the property but left out the fact that Sellers would have to wait for anywhere from 270 days to two years and three months, under the due diligence clause, before being paid. He didn't tell her about his commission but then

included a \$60,000 commission (more than 13% of the sales price) to be paid by Seller even though he represented to them that he was the Buyer's agent.

43. Mr. Weinman spent many hours with Mrs. Gontero in an attempt to befriend her and gain her trust so that he could talk her into selling the property to his buyer. Mr. Weinman would first contact Mrs. Gontero and then call Mrs. Frame but then tell them both that the other had already approved of certain matters he had discussed with them when such was not true .

44. During the course of dealings with Defendants prior to Mrs. Gontero signing of the Agreement and thereafter, Mr. Weinman as agent for the Buyer engaged in the following:

- a. Mr. Weinman represented that certain home improvements would be made to Mrs. Gontero's trailer by Buyer's contractors, including the plumbing and electrical service when, in fact, the only improvements made were performed by Mr. Weinman and his wife, who were not licensed or certified to inspect and perform the required improvements. Some of the improvements were never performed.
- b. Mr. Weinman failed to ensure that the services that were to be provided to her were provided in a reasonable, professional and competent manner.
- c. Mr. Weinman failed to advise Mrs. Gontero regarding compliance with laws pertaining to the real estate transaction she was entering into.
- d. Mr. Weinman made false promises of a character likely to influence, persuade or induce Mrs. Gontero to enter into the agreement when Mr. Weinman could not or did not intend to keep such promises.
- e. Mr. Weinman acted for more than one party in the transaction without the written consent of all parties for whom he performed.
- f. Mr. Weinman failed to furnish copies of documents signed by Mrs. Gontero at the time of execution.

- g. Mr. Weinman failed to advise Mrs. Gontero to seek expert advice on matters relating to the transaction that were beyond his expertise, such as the title to the subject property as a result of her husband having died intestate.
- h. Mr. Weinman failed to provide Mrs. Gontero with information at the initial interview required by the Real Estate Licensing and Registration Act, including but not limited to the disclosure that the commission he is paid is negotiable.
- i. Mr. Weinman failed to set forth in a written agreement with Mrs. Gontero regarding the \$60,000 commission and the nature of the service;

45. On August 25, 2003, being told by Buyer's agent that her daughter approved, Mrs. Gontero signed an Agreement of Sale with Dubois for the purchase of the subject premises.

46. Had Counter-Plaintiff Gontero known of the falsity of Buyer's agent's representations, she would not have entered into the transactions the subject of this action.

AFFIRMATIVE DEFENSES

47. Plaintiffs have failed to state a claim upon which relief can be granted.

48. Plaintiffs' assignor failed to perform conditions precedent to extend the due diligence period of the Agreement, time being of the essence, and Plaintiff's assignor is deemed to have terminated the Agreement.

49. Plaintiffs' assignor failed to perform conditions precedent to the initiation of this action and Plaintiff's assignor is deemed to have terminated the Agreement.

50. By its illegal actions, Plaintiffs are barred from any form of relief.

51. By its unconscionable actions, Plaintiffs are barred from any form of relief.

52. Plaintiffs' causes of action are barred on the basis of estoppels.
53. Plaintiffs' causes of action are barred on the basis of waiver.
54. Plaintiffs' causes of action are barred on the basis of laches.
55. Plaintiffs' causes of action are barred under the doctrine of "unclean hands".
56. By its acts of fraud and/or misrepresentation, Plaintiffs are barred from any form of relief.
57. Any damages which Plaintiffs may have sustained by reasons contained in the allegations of the Complaint were proximately caused by the acts of persons other than Defendants and therefore Plaintiffs are not entitled to relief from Defendant.
58. Any damages or other relief which Plaintiffs may request were the result of actions by Plaintiffs for which Defendants are not liable.
59. Defendants are not liable for any damages to Plaintiffs on the basis of equitable and/or legal rescission.
60. Plaintiffs are barred from relief against Defendant Judith Frame on the basis of the Statute of Frauds.
61. Plaintiffs are barred from relief against Defendant Judith Frame for failure of consideration.

WHEREFORE, Defendants respectfully request that Plaintiffs' claim be dismissed, and that judgment be entered in favor of Defendants with attorney's fees and costs and against Plaintiff.

COUNTERCLAIM

COUNT 1 – ABUSE OF PROCESS

62. Defendants (hereinafter "Counter-Plaintiffs") incorporate their answers to paragraphs 1 through 61 above as if fully set forth in their entirety.

63. Plaintiffs (hereinafter "Counter-Defendants") claim to have purchased, or accepted assignment, of the contract allegedly entered into by Counter-Plaintiff Ledora Gontero.

64. Counter-Defendants received from its assignor records and data as part of that purchase/assignment.

65. Counter-Defendants reviewed the title search or at least had the means to review it before taking assignment or filing suit.

66. Counter-Defendants knew or should have known, that Counter-Plaintiff Judith Frame was an owner of the premises and that she did not sign the sales agreement or addendum prepared by Buyer's Agent, Timothy H. Weinman.

67. Counter-Defendants misrepresented to the Court, as well as to Counter-Plaintiffs, the legal status of the title, alleging that Counter-Defendant had a legal right to claim an interest in the property (*lis pendens*).

68. Counter-Defendants misrepresented the right to claim an interest in the property, by failing to disclose that the claim was barred by, including but not limited to, the Statute of Frauds and Dubois' illegal conduct and failure to perform conditions precedent.

69. Counter-Defendants claim to be the assignee of an Agreement and Addendum that was never executed by Counter-Plaintiff Judith Frame.

70. Counter-Defendants claim the assignment occurred on June 21, 2004, several months after their assignor, Dubois, allegedly discovered Counter-Plaintiff Judith Frame was also an owner of parcels of land that Dubois had contracted to buy from her mother, Ledora Gontero, pursuant to a contract dated August 25, 2003.

71. Counter-Defendants took assignment of an Agreement and Addendum to buy land that they knew or should have known was owned by both Counter-Plaintiffs Gontero and Frame, but which Agreement and Addendum had been signed by Gontero only.

72. Counter-Defendants did not have any dealings with either of the Counter-Plaintiffs and Counter-Plaintiff Frame never made any representations to Counter-Defendants nor did she ever conceal the fact that she was one of the owners of the subject property.

73. The Agreement dated August 25, 2003 provided that Buyer had 270 days or until May 22, 2004 to perform its due diligence and notify the Seller in writing, time being of the essence, that Buyer intended to complete the sale and purchase the Property as described therein. Buyer also had the option to extend the due diligence period for a 30 day period (up to 15 times) upon payment to Seller of \$3,000 for each 30 day period. Buyer failed to provide the required notice or extend the due diligence period. Rather, Buyer prepared an Addendum to (1) modify the sales price, (2) extend the due diligence period for another 270 days and, (3) add Judith Frame as a Seller along with her mother, LeDora Gontero. The Addendum was never accepted or signed by Judith Frame. Not only did the Buyer's due diligence period expire after May 22, 2003, thereby terminating the Agreement as mandated in paragraph 6.1 of the Agreement, but also, Buyer failed to obtain any written agreement with Judith Frame.

74. On October 25, 2004, Counter-Defendants initiated the within action by filing a summons and indexing a **lis pendens** against Counter-Plaintiffs' property. Counter-Defendants failed to prosecute their action in a timely or expeditious manner, thus allowing the suit to remain idle while a **lis pendens** has remained against Counter-Plaintiffs' property for almost 10 years.

75. Specifically, Counter-Defendants, through their attorney Stephen M. Farino, Esquire, filed a praecipe to have its suit indexed as a **lis pendens** against the property of Counter-Plaintiffs identified as "ALL THAT CERTAIN lot or parcel of land

situate in Sandy Township, Clearfield County, Pennsylvania, being tax parcels 1228-D03-000-56, 128-D03-000-57 and 128-D03-000-58".

76. Counter-Defendants are being represented by Stephen M. Farino, Esquire, who is the same attorney that Counter-Defendant's assignor had hired to represent Counter-Plaintiffs in the termination of a prior agreement to sell the subject property. Attorney Farino has a conflict of interest that Counter-Defendants are aware of and Attorney Farino should recuse himself from the matter because his involvement smacks of impropriety and he did not obtain Counter-Plaintiffs' consent.

77. Counter-Defendants initiated, conducted and benefited from the suit and lis pendens based on an alleged interest, which it knew never existed because the Agreement and Addendum were never signed by Counter-Plaintiff Judith Frame. They also knew that their assignor, Dubois (i.e. the Buyer), was deemed to have elected to terminate the Agreement pursuant to Paragraph 6.1.

78. Counter-Defendants had no legal authority to buy the subject property from Counter-Plaintiff Judith Frame and had no ability to claim title by virtue of the expired or terminated Agreement.

79. As a result, the lis pendens filed by Counter-Defendants not only clouded title to Counter-Plaintiffs' real property but also prevented a sale or mortgage upon it, making Counter-Plaintiffs' real property unmarketable.

80. Counter-Defendants have used a legal process, namely this litigation and indexing of the lis pendens, against Counter-Plaintiffs primarily to accomplish a purpose or purposes, as aforesaid, for which that process was not designed, and, as a result, Counter-Plaintiffs have suffered harm and damages.

81. The Supreme Court of Pennsylvania has defined a lis pendens as "the jurisdiction, power, or control which courts acquire over property involved in a suit, pending the continuance of the action, and until its final judgment thereon." *U.S. Nat'l Bank v. Johnson*, 487 A.2d 809, 812 (Pa. 1985).

82. The purpose of filing a lis pendens is “to give notice to third persons that any interest they may acquire in the properties pending the litigation will be subject to the result of the action.” *Dice v. Bender*, 117 A.2d 725, 726-27 (Pa. 1955).

83. Presently, the Judicial Code provides that “every document affecting title to or any other interest in real property which is filed and indexed in the office of the clerk of the court of common pleas of the county where the real property is situated ... shall be constructive notice to all persons of the filing and full contents of such document.” 42 Pa. C.S. § 4302(a).

84. The doctrine of lis pendens “has no application except in cases involving the adjudication of rights in specific property ... [and] a party is not entitled to have his case indexed as a lis pendens unless title to real estate is involved in litigation.” *Century 21 Daystar*, 5 Pa. D. & C. 4th at 543-44.

85. On July 29, 2013, more than nine years after commencing the within action, Counter-Defendants filed their Complaint. In their Complaint, Counter-Defendants do not seek specific performance or a determination of the rights associated with Counter-Plaintiffs’ real property. Rather, Counter-Defendants seek money damages under the theories of breach of contract, unjust enrichment and fraud.

86. Counter-Defendants do not seek an actual interest in the real property owned by Counter-Plaintiffs because Counter-Defendants cannot enforce the alleged contract due to the Statute of Frauds. More specifically, Counter-Plaintiff Judith Frame never signed a written contract with Counter-Defendants for the sale of her real property.

87. Counter-Defendants’ indexing of the lis pendens has affected Counter-Plaintiff’s property, especially Judith Frame’s interest, by altering its usefulness, marketability and value while the lawsuit remained pending.

88. By indexing the lis pendens, Counter-Defendants’ use of the process is illegal, improper and perverted.

89. Counter-Plaintiffs have sustained great loss, damage and injury due to the actions of the Counter-Defendants.

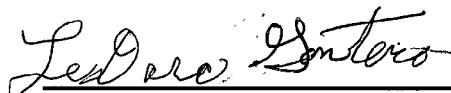
90. As a direct and proximate result of said Counter-Defendants acts and/or omissions, Counter-Plaintiffs incurred general and specific damages in excess of \$25,000.00

91. Counter-Defendants' conduct was oppressive, fraudulent and/or malicious and the Counter-Defendants are therefore liable to Counter-Plaintiffs' for exemplary damages.

92. Counter-Plaintiffs are entitled to punitive damages pursuant to Pennsylvania Law and reserve the right to pursue such damages upon leave of Court.

WHEREFORE, Defendants/Counter-Plaintiffs demand monetary damages, punitive damages, interest, cost of this action, and attorney fees against Plaintiffs/Counter-Defendants for abuse of process and such other relief this Court deems just and proper.

Respectfully submitted



LeDora Gontero
132 Bryce Lane
Pennfield, PA 15849



Judith L. Frame
132 Bryce Lane
Pennfield, PA 15849

VERIFICATION

I, LeDora Gontero, hereby acknowledge that I am a Defendant/Counter-Plaintiff in the foregoing Amended Answer to Complaint with New Matter and Counterclaim, that I have read the foregoing, and the facts stated therein are true and correct to the best of my knowledge, information and belief.

I understand that any false statements herein are made subject to penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities.

Date: 5/5/14

LeDora Gontero
LeDora Gontero

VERIFICATION

I, Judith L. Frame, hereby acknowledge that I am a Defendant/Counter-Plaintiff in the foregoing Amended Answer to Complaint with New Matter and Counterclaim, that I have read the foregoing, and the facts stated therein are true and correct to the best of my knowledge, information and belief.

I understand that any false statements herein are made subject to penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities.

Date: 5/5/14

Judith L. Frame
Judith L. Frame

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the Defendants' Amended Answer to Complaint with New Matter and Counterclaim was furnished by first class mail, postage prepaid on the 5th day of May 2014, to:

Joseph Sabino Mistick, Esq.
310 Grant Street
Suite 1430 Grant Building
Pittsburgh, PA 15219

Stephen M. Farino, Esq.
One Oxford Centre
301 Grant Street, Suite 830
Pittsburgh, PA 15219

Patrick Lavelle, Esq.
25 East Park Avenue, Suite #2
Dubois, PA 15801

Date: 5/5/14

Judith L. Frame
Judith L. Frame

PROTHONOTARY & CLERK OF COURTS
BRIAN K. SPENCER

MAY 05 2014

FILED

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
ROUTE 255 REALTY PARTNERS, LLC,

ROSS DEVELOPMENT COMPANY, : CIVIL DIVISION

ANTHONY J. ROSS, Members, :

Assignees of : NO. 2004-1620-CD

DUBOIS REALTY PARTNERS, LLC :

Plaintiffs :

v.

FILED *15*

LEDORA GONTERO and
JUDITH L. FRAME, formerly
JUDITH L. GOSS,

Defendants :

S MAY 05 2014
BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS
0/134pm /B/S
Sue Atty Duson

PRAECIPE TO MARK PLAINTIFF'S PRELIMINARY OBJECTIONS TO
DEFENDANTS' ANSWER WITH NEW MATTER AND COUNTERCLAIM AS MOOT

Please mark as moot the *Plaintiffs' Preliminary Objections to Defendants'*

Answer with New Matter and Counterclaim. Pursuant to Pennsylvania Rules of Civil

Procedure Rule 1028(c)(1) "[A] party may file an amended pleading as of course within twenty days after service of a copy of preliminary objections." Defendants have filed an amended pleading as of course and Plaintiff's preliminary objections to the original pleading shall be deemed moot. Kindly notify the Court Administrator to remove the matter from argument scheduled for May 23, 2014 at 2:30 PM in Courtroom #1.

Respectfully submitted

LeDora Gontero
LeDora Gontero
132 Bryce Lane
Pennfield, PA 15849

Judith L. Frame
Judith L. Frame
132 Bryce Lane
Pennfield, PA 15849

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the foregoing "Praecipe to Mark Plaintiff's Preliminary Objections to Defendants' Answer With New Matter and Counterclaim as Moot" was furnished by first class mail, postage prepaid on the 5th day of May 2014, to:

Joseph Sabino Mistick, Esq.
310 Grant Street
Suite 1430 Grant Building
Pittsburgh, PA 15219

Stephen M. Farino, Esq.
One Oxford Centre
301 Grant Street, Suite 830
Pittsburgh, PA 15219

Patrick Lavelle, Esq.
25 East Park Avenue, Suite #2
Dubois, PA 15801

Date: 5/5/14

Judith L. Frame
Judith L. Frame

FILED

MAY 05 2014

BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS

CA

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

ROUTE 255 REALTY PARTNERS, LLC, ROSS	*	NO. 2004-1620-CD
DEVELOPMENT COMPANY, ANTHONY J. ROSS,	*	
Members, Assignees of DUBOIS REALTY PARTNERS, LLC	*	
Plaintiffs	*	
vs.	*	
LEDORA GONTERO and JUDITH L. FRAME, formerly	*	
JUDITH L. GOSS,	*	
Defendants	*	

ORDER

NOW, this 12th day of May, 2014, upon receipt and review of the "Praecipe to Mark Plaintiff's Preliminary Objections to Defendants' Answer with New Matter and Counterclaim as Moot" filed by the Defendants, pro se, on May 5, 2014; it is the ORDER of this Court that the argument on the Plaintiffs' Preliminary Objections scheduled for May 23, 2014 be and is hereby CANCELED.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

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01 9:01pm
MAY 14 2014
S
BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS
cc: dotts
L. Gontero
J. Frame
6K

DATE: 5-14-14

You are responsible for serving all appropriate parties.
 The Prothonotary's office has provided service to the following parties:
 Plaintiff(s) Plaintiff(s) Attorney Other
 Defendant(s) Defendant(s) Attorney
 Special Instructions:

FILED

MAY 14 2014

BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ROUTE 255 REALTY PARTNERS, LLC,
ROSS DEVELOPMENT COMPANY,
ANTHONY J. ROSS, Members,
Assignees of
DUBOIS REALTY PARTNERS, LLC,

CIVIL DIVISION

No. 2004-1620-CD

Plaintiffs,

Vs.

LEDORA GONTERO and
JUDITH L. FRAME formerly
JUDITH L. GOSS,

Defendants.

**PRELIMINARY OBJECTIONS
TO [Second] ANSWER, NEW
MATTER and COUNTERCLAIM
AND ORDER OF COURT**

Filed on Behalf of:
PLAINTIFFS

Counsel of Record for
this party:

Joseph Sabino Mistick, Esq.
Pa. I.D. 30303
310 Grant Street
Suite 1430 Grant Building
Pittsburgh, PA 15219
(412) 638-5777

Stephen M. Farino, Esquire
Pa. I.D. No. 69210
One Oxford Centre
301 Grant Street, Suite 830
Pittsburgh, PA 15219
(412) 338-9700

Patrick Lavelle, Esquire
Pa. I.D. No. 85537
25 East Park Avenue, suite #2
DuBois, PA 15801
(814) 371-2232

FILED 2CC Abby
MAY 12 2014 Farne
MAY 27 2014 GW

BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ROUTE 255 REALTY PARTNERS, LLC,
ROSS DEVELOPMENT COMPANY,
ANTHONY J. ROSS, Members,
Assignees of
DUBOIS REALTY PARTNERS, LLC,

CIVIL DIVISION

No. 2004-1620-CD

Plaintiffs,

LEDORA GONTERO and
JUDITH L. FRAME formerly
JUDITH L. GOSS,

Defendants.

PRELIMINARY OBJECTIONS

AND NOW, comes the Plaintiffs, by and through their attorneys, Stephen M. Farino, Esquire, Joseph Sabino Mistick, Esquire, and Patrick Lavelle, Esquire and file the following Preliminary Objections to the [Second] Answer, New Matter and Counterclaim of the defendants as follows:

1. The Plaintiffs, herein filed a complaint against the Defendants for breach of a real estate contract, unjust enrichment and fraud, for the purchase of real property consisting of 62.89 acres situated in Sandy Township, Clearfield County, Pennsylvania.

2. On March 28, 2014, undersigned counsel was served with an answer, new matter and counterclaim of the defendants. That counterclaim of the defendants alleged "slander of title".

3. Subsequent to Preliminary Objections to the initial answer, new matter and counterclaim, undersigned counsel was served on May 12, 2014, with a [second] answer, new matter, and counterclaim.

4. In this [second] answer, new matter and Counterclaim the defendants have abandoned their previous counterclaim and now assert a counterclaim titled "abuse of process".

Motion To Strike Counterclaim

5. The counterclaim alleges that the indexing of a lis pendens in the within action constituted an abuse of process.

6. Any action for abuse of process can not be sustained based upon the filing of a lis pendens.

7. The Superior Court specifically held in *Blumenfield v. R.M. Shoemaker*, 286 Pa.Super. 540, 429 A.2d 654 (1981), that the filing of a lis pendens was insufficient to establish a cause of action for abuse of process or malicious use of process.

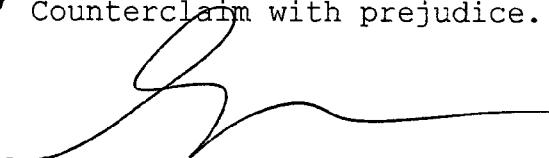
8. Any similar action could not be asserted as a counterclaim in the within case pursuant to 42 Pa.C.S.A. §8351.

Demurrer

9. Pursuant to the Pennsylvania Rules of Civil Procedure Rule 1028(a)(4), preliminary objections are proper where the Plaintiff's complaint is legally insufficient.

10. The defendants' counterclaim as pleaded is legally insufficient. Defendants have failed to adequately plead the requisite level to entitle them to relief.

WHEREFORE, the Plaintiffs respectfully requests that this Honorable Court dismiss Defendants' Counterclaim with prejudice.



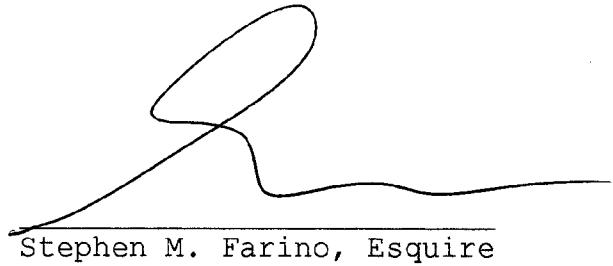
Stephen M. Farino, Esquire
Attorney for Plaintiffs

CERTIFICATE OF SERVICE

I, Stephen M. Farino, Esquire, hereby certify that a true and correct copy of the foregoing Preliminary Objections has been sent to the following by first class mail, postage prepaid on this 23rd day of May 2014:

Ledora Gontero
Christ of King Manner
1100 West Long Ave
Dubois, PA 15801

Judith L. Frame
132 Bryce Lane
Penfield, PA 15849



A handwritten signature in black ink, appearing to read "S. M. Farino, Esquire". The signature is fluid and cursive, with a large, stylized 'S' at the beginning.

Stephen M. Farino, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
ROUTE 255 REALTY PARTNERS, LLC,
ROSS DEVELOPMENT COMPANY,
ANTHONY J. ROSS, Members,
Assignees of
DUBOIS REALTY PARTNERS, LLC, CIVIL DIVISION

No. 2004-1620-CD
Plaintiffs,

LEDORA GONTERO and
JUDITH L. FRAME formerly
JUDITH L. GOSS,

Defendants.

ORDER

AND NOW, this _____ day of _____, 2014, it is
hereby ORDERED and DECREED that the Plaintiffs' Preliminary
Objections to the Defendants' Counterclaim are sustained and the
Defendants' Counterclaim is dismissed with prejudice.

BY THE COURT

J.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ROUTE 255 REALTY PARTNERS, LLC,
ROSS DEVELOPMENT COMPANY,
ANTHONY J. ROSS, Members,
Assignees of
DUBOIS REALTY PARTNERS, LLC,

CIVIL DIVISION

No. 2004-1620-CD

Plaintiffs,

Vs.

PRAECIPE FOR ARGUMENT ON
PRELIMINARY OBJECTIONS
TO [Second] ANSWER, NEW
MATTER and COUNTERCLAIM

LEDORA GONTERO and
JUDITH L. FRAME formerly
JUDITH L. GOSS,

Defendants.

Filed on Behalf of:
PLAINTIFFS

Counsel of Record for
this party:

Joseph Sabino Mistick, Esq.
Pa. I.D. 30303
310 Grant Street
Suite 1430 Grant Building
Pittsburgh, PA 15219
(412) 638-5777

Stephen M. Farino, Esquire
Pa. I.D. No. 69210
One Oxford Centre
301 Grant Street, Suite 830
Pittsburgh, PA 15219
(412) 338-9700

Patrick Lavelle, Esquire
Pa. I.D. No. 85537
25 East Park Avenue, suite #2
DuBois, PA 15801
(814) 371-2232

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m/12/31um Farino
MAY 27 2014

BRIAN K. SPENCER 61
PROTHONOTARY & CLERK OF COURTS

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ROUTE 255 REALTY PARTNERS, LLC,
ROSS DEVELOPMENT COMPANY,
ANTHONY J. ROSS, Members,
Assignees of
DUBOIS REALTY PARTNERS, LLC,

CIVIL DIVISION

No. 2004-1620-CD

Plaintiffs,

LEDORA GONTERO and
JUDITH L. FRAME formerly
JUDITH L. GOSS,

Defendants.

PRAECIPE FOR ARGUMENT ON PRELIMINARY OBJECTIONS

To: The Prothonotary of Clearfield County,

Pursuant to Local Rules 1028(c)(1) and 211, kindly direct the Court Administrator to schedule an argument date for consideration of Preliminary Objections filed by the Plaintiffs to Defendants' [Second] Answer New Matter and Counterclaim in the within action.

Respectfully Submitted,

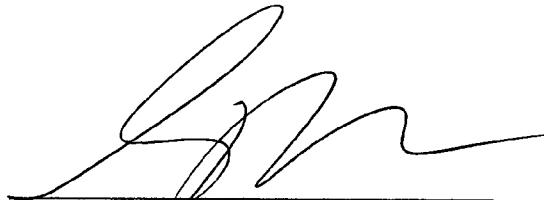

Stephen M. Farino, Esquire
Attorney for Plaintiffs

CERTIFICATE OF SERVICE

I, Stephen M. Farino, Esquire, hereby certify that a true and correct copy of the foregoing Praeclipe for Argument has been sent to the following by first class mail, postage prepaid on this 23rd day of May 2014:

Ledora Gontero
Christ of King Manner
1100 West Long Ave
Dubois, PA 15801

Judith L. Frame
132 Bryce Lane
Penfield, PA 15849



Stephen M. Farino, Esquire

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

ROUTE 255 REALTY PARTNERS, LLC;
ROSS DEVELOPMENT COMPANY;
ANTHONY J. ROSS, Members, Assignees of
DUBOIS REALTY PARTNERS, LLC

NO. 2004-1620-CD

Plaintiffs

vs.

LEDORA GONTERO and
JUDITH L. FRAME, formerly JUDITH L. GOSS

Defendants

ORDER

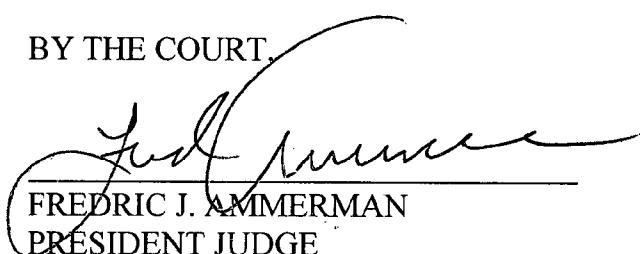
BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS

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01111um Farino
MAY 29 2014

NOW, this 29 day of May, 2014, upon consideration of Plaintiff's
Preliminary Objections To [Second] Answer, New Matter and Counterclaim in the
above captioned case, it is the ORDER of this Court that argument shall be and is
hereby scheduled for the 26th day of June, 2014, at 3:00 PM in Courtroom #1 of
the Clearfield County Courthouse, Clearfield, PA 16830.

One half hour has been reserved for this proceeding.

BY THE COURT


FREDRIC J. AMMERMAN
PRESIDENT JUDGE

FILED

MAY 29 2014

BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS

DATE: 5-29-14

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney

Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ROUTE 255 REALTY PARTNERS, LLC,
ROSS DEVELOPMENT COMPANY,
ANTHONY J. ROSS, Members,
Assignees of
DUBOIS REALTY PARTNERS, LLC,

CIVIL DIVISION

No. 2004-1620-CD

Plaintiffs,

vs.

CERTIFICATE OF SERVICE

LEDORA GONTERO and
JUDITH L. FRAME formerly
JUDITH L. GOSS,

Defendants.

Filed on Behalf of:
PLAINTIFFS

Counsel of Record for
this party:

Joseph Sabino Mistick, Esq.
Pa. I.D. 30303
310 Grant Street
Suite 1430 Grant Building
Pittsburgh, PA 15219
(412) 638-5777

Stephen M. Farino, Esquire
Pa. I.D. No. 69210
One Oxford Centre
301 Grant Street, Suite 830
Pittsburgh, PA 15219
(412) 338-9700

Patrick Lavelle, Esquire
Pa. I.D. No. 85537
25 East Park Avenue, suite #2
DuBois, PA 15801
(814) 371-2232

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JUN 06 2014

BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS

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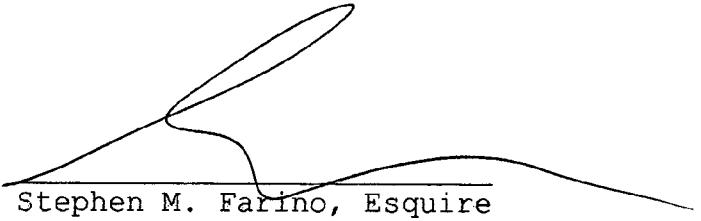
2nd Atty. Farino

CERTIFICATE OF SERVICE

I, Stephen M. Farino, Esquire, hereby certify that a true and correct copy of the attached Order of May 29, 2014 has been sent to the following by first class mail, postage prepaid on this 3rd day of June 2014:

Ledora Gontero
Christ of King Manner
1100 West Long Ave
Dubois, PA 15801

Judith L. Frame
132 Bryce Lane
Penfield, PA 15849



Stephen M. Farino, Esquire

A handwritten signature in black ink, appearing to be "Stephen M. Farino, Esquire", is written over a horizontal line. The signature is fluid and cursive, with a prominent loop on the 's' and 'F'.

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

ROUTE 255 REALTY PARTNERS, LLC;
ROSS DEVELOPMENT COMPANY;
ANTHONY J. ROSS, Members, Assignees of
DUBOIS REALTY PARTNERS, LLC

NO. 2004-1620-CD

Plaintiffs

vs.

LEDORA GONTERO and
JUDITH L. FRAME, formerly JUDITH L. GOSS

Defendants

ORDER

NOW, this 29 day of May, 2014, upon consideration of Plaintiff's *Preliminary Objections To [Second] Answer, New Matter and Counterclaim* in the above captioned case, it is the ORDER of this Court that argument shall be and is hereby scheduled for the 26th day of June, 2014, at 3:00 PM in Courtroom #1 of the Clearfield County Courthouse, Clearfield, PA 16830.

One half hour has been reserved for this proceeding.

BY THE COURT,

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

/S/ Fredric J Ammerman

FREDRIC J. AMMERMAN
PRESIDENT JUDGE

MAY 29 2014

A TRUE COPY

ATTEST: D. K. Soub
PROTHONOTARY-CLERK

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

ROUTE 255 REALTY PARTNERS, LLC: CIVIL DIVISION
ROSS DEVELOPMENT COMPANY, :
ANTHONY J. ROSS, Members, :
Assignees of : NO. 2004-1620-CD
DUBOIS REALTY PARTNERS, LLC :
Plaintiffs :

V.

**LEDORA GONTERO and
JUDITH L. FRAME, formerly
JUDITH L. GOSS,
Defendants**

FILED *ds*

4 JUN 23 2014

BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS

M/113/315

de

ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

Enter my appearance as Attorney of record for Defendants Ledora Gontero and Judith L. Frame, formerly Judith L. Goss.

Respectfully submitted,

Stephen K. Portko, Esquire #34538
101 South U.S. Route 15, Ste. B
Dillsburg, PA 17019
(717)432-2538
Attorney for Defendants

CERTIFICATE OF SERVICE

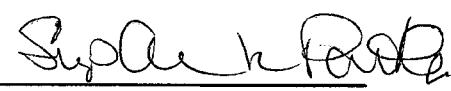
I HEREBY CERTIFY that a true and correct copy of the foregoing
Entry of Appearance was furnished by U.S. Mail, first class, postage prepaid on
this _____ day of June 2014, to:

Stephen M. Farino, Esquire
One Oxford Centre
301 Grant Street, Suite 830
Pittsburgh, PA 15219

Joseph Sabino Mistick, Esq.
310 Grant Street
Suite 1430 Grant Building
Pittsburgh, PA 15219

Patrick Lavelle, Esquire
25 East Park Avenue, Suite #2
DuBois, PA 15801

Dated: 6/20/14


Stephen Portko, Esquire
101 U.S. Route 15 South, Ste. B
Dillsburg, PA 17019
(717) 432-2538
Attorney for Defendants

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

ROUTE 255 REALTY)
PARTNERS, LLC; ROSS)
DEVELOPMENT COMPANY;)
ANTHONY J. ROSS, Members,)
Assignees of DUBOIS REALTY)
PARTNERS, LLC)
VS.) NO. 2004-1620-CD
LEDORA GONTERO and JUDITH L.)
FRAME, formerly JUDITH)
L. GOSS)

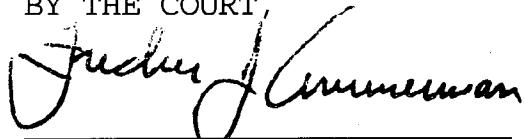
acc Atty's:
S. Farino
FILED 08:45AM S. Portko
JUL 01 2014
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BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS

O R D E R

NOW this 26th day of June, 2014, following argument on the Plaintiffs' Preliminary Objections to the Defendants' 2nd Answer, New Matter and Counterclaim; the Court noting that the Defendants' brief has previously been received, it is the ORDER of this Court that counsel for the Plaintiffs have no more than twenty (20) days to submit Plaintiffs' brief.

BY THE COURT,



President Judge

DATE: 7-1-14

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney

Special Instructions:

FILED

JUL 01 2014

BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ROUTE 255 REALTY PARTNERS, LLC,
ROSS DEVELOPMENT COMPANY,
ANTHONY J. ROSS, Members,
Assignees of
DUBOIS REALTY PARTNERS, LLC,

CIVIL DIVISION

No. 2004-1620-CD

Plaintiffs,

Vs.

LEDORA GONTERO and
JUDITH L. FRAME formerly
JUDITH L. GOSS,

Defendants.

✓ FILED PD \$7.00
M 11:30 AM JUL 30 2014
JUL 30 2014 ICC Atts:
S. Farino
BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS
S. Partko
J. Mistick
P. Lavelle

JOINT PRAECIPE TO SETTLE
DISCONTINUE AND SATISFY
Filed on behalf of:
Plaintiffs and Defendants

Counsel of Record:

For Defendants:

Stephen K. Partko, Esquire
Pa. I.D. 34538
101 South U.S. Route 15, Ste. B
Dillsburg, PA 17019
(717) 432-2538

Joseph Sabino Mistick, Esq.
Pa. I.D. 30303
310 Grant Street
Suite 1430 Grant Building
Pittsburgh, PA 15219
(412) 638-5777

Stephen M. Farino, Esquire
Pa. I.D. No. 69210
One Oxford Centre
301 Grant Street, Suite 830
Pittsburgh, PA 15219
(412) 338-9700

Patrick Lavelle, Esquire
Pa. I.D. No. 85537
25 East Park Avenue, suite #2
DuBois, PA 15801
(814) 371-2232

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ROUTE 255 REALTY PARTNERS, LLC,
ROSS DEVELOPMENT COMPANY,
ANTHONY J. ROSS, Members,
Assignees of
DUBOIS REALTY PARTNERS, LLC, CIVIL DIVISION

No. 2004-1620-CD

Plaintiffs,

Vs.

LEDORA GONTERO and
JUDITH L. FRAME formerly
JUDITH L. GOSS,

Defendants.

JOINT PRAECIPE TO SETTLE AND DISCONTINUE

To: The Prothonotary of Clearfield County,

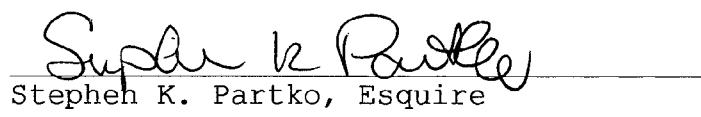
Kindly settle, discontinue and satisfy the docket in the
above-captioned matter as to Plaintiffs' Complaint and
Defendants' Counterclaim.

We certify that we have the consent of all parties.

Respectfully Submitted,



Stephen M. Farino, Esquire,
Attorney for Plaintiffs



Stephen K. Partko, Esquire
Attorney for Defendants