

06-399-CD

Pierre Boumerhi DMD vs Kai-Ying
Liang

Pierre Boumerhi vs Kai-Yang Liang
2006-399-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

PIERRE BOUMERHI, DMD

No. D6-399-CD

Plaintiff

vs.

KAI-YING LIANG

Defendant

* TYPE OF CASE: Civil Action

* TYPE OF PLEADING: Complaint

* FILED ON BEHALF OF:

* Plaintiff

* COUNSEL OF RECORD FOR THIS
* PARTY:

* David C. Mason, Esquire

* Supreme Court

* Attorney at L

* P. O. Box 28

* Philipsburg, PA 16866

* (814) 342-2240

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FILED 4CC
01/05/06
MAR 17 2006
Atty Mason
Atty pd. 85.00
William A. Shaw
Notary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

PIERRE BOUMERHI, DMD

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* No.
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Plaintiff

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vs.

KAI-YING LIANG

Defendant

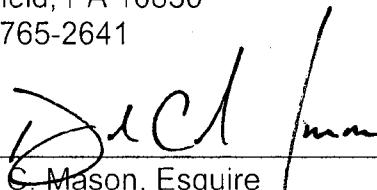
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NOTICE TO DEFEND

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 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 AN 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
Clearfield, PA 16830
(814) 765-2641



David C. Mason, Esquire
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

PIERRE BOUMERHI, DMD

*

Plaintiff

*

vs.

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KAI-YING LIANG

*

Defendant

*

COMPLAINT

AND NOW, comes the Plaintiff, Pierre Boumerhi, DMD, an adult individual, by and through his counsel, DAVID C. MASON, and files the following Complaint against the Defendant, of which the following are averments of fact:

1. Plaintiff is Pierre Boumerhi, an individual, with a business address of 298 Spring Street, Houtzdale, Pennsylvania, 16651.
2. Defendant is Kai-Ying Liang, an individual, whose current address is unknown but is believed to be represented by Sam H. Harrold, III., Esquire, whose address is McNeer, Highland, McMunn & Varner, L.C., BB&T Bank Building, Fourth Floor, P.O. Drawer 2040, Clarksburg, WV 26302-2040.
3. Plaintiff and Defendant are licensed dentists in the Commonwealth of Pennsylvania.
4. Commencing May 29, 2004, Defendant was engaged in the practice of dentistry at 298 Spring Street, Houtzdale, Clearfield County, Pennsylvania, 16651, pursuant to an

Employment Agreement with Plaintiff. A true and correct copy of the Employment Agreement is attached hereto as Exhibit "A".

5. The Employment Agreement attached as Exhibit "A" is for a term of three (3) years, ending June 28, 2007.

6. The Employment Agreement provides that the dentist (Defendant herein) (1) understands the importance of her fulfilling the terms of her contract and (2) agrees that if she fails to fulfill the contractual term, she will compensate the owner in the amount of One Hundred (\$100.00) Dollars per day, until the end of the term. Further, the contract provides for the dentist (Defendant herein) to pay collection and legal fees.

7. The dentist left her employment January 22, 2006, did not return, and her whereabouts are unknown.

8. Defendant has violated the terms of her Employment Agreement.

COUNT I

Paragraphs 1 through 8 are incorporated herein as though fully set forth at length.

9. Defendant terminated her employment with Plaintiff 522 days before the expiration of the Employment Agreement attached as Exhibit "A".

10. Pursuant to paragraph 7 Plaintiff is entitled to compensation in the amount of \$52,200.00, plus legal fees and costs of the action.

11. Plaintiff has retained Mason Law Office, David C. Mason, Esquire, at the rate of \$175.00 per hour.

WHEREFORE, Plaintiff prays your Honorable Court for the entry of judgment in favor of Plaintiff and against Defendant in the amount of \$52,200.00 plus legal fees and

costs.

COUNT II

Paragraphs 1 through 8 are incorporated herein as though fully set forth at length.

12. Defendant's departure and breach of contract have caused Plaintiff to suffer damages, which damages have occurred, are occurring, and will continue to occur in the future.

13. Defendant was contracted at an annual salary of \$130,000.00.

14. Plaintiff's maintenance of Defendant's dental practice generated revenue to Plaintiff's dental practice in 2005 of \$510,455.98.

15. Such revenue in excess of Defendant's salary was used by Plaintiff for payment of office expense, overhead, and other expenses, in addition to compensation to Plaintiff.

16. As a result of Defendant's breach of Employment Agreement, Plaintiff has suffered a loss in the amount of \$380,455.98 through the termination date of the Employment Agreement attached as Exhibit "A".

WHEREFORE, Plaintiff prays your Honorable Court for the entry of judgment in favor of Plaintiff and against Defendant in excess of \$25,000.00, plus costs of suit.

Respectfully submitted,

MASON LAW OFFICE

By:

David C. Mason, Esquire

I.D. #39180

Attorney for Plaintiff

C:\OFFICE\COURT\BoumerhiPierre\KaiYingLiang\COMPLAINT.wpd\blb

VERIFICATION

I, the Plaintiff herein, verify that the statements made in the foregoing Complaint are true and correct to the best of our knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 PA. C.S. §4904 relating to unsworn falsification to authorities.



Pierre Boumerhi, DMD

EMPLOYMENT AGREEMENT

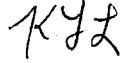
THIS AGREEMENT is made on this Saturday May 29th 2004, by and between Pierre Boumerhi DMD, "Owner", 298 Spring Street Houtzdale Pennsylvania 16651 and Kai-Ying Liang, the "Dentist". The goal of this agreement is to establish and preserve a rewarding, mutual relationship.

WHEREAS, the Dentist is duly licensed to practice dentistry in the State of Commonwealth of Pennsylvania

WHEREAS, the Owner desires to employ the Dentist upon the terms and conditions hereinafter set forth, and the Dentist desires to accept such employment; and

NOW, THEREFORE, in consideration of the premises, and of the mutual promises and undertakings of the parties hereinafter set forth, it is agreed:

1. *Employment.* The Owner employs the Dentist on a full-time/part-time basis, and the Dentist accepts such full-time/part-time employment with the Owner, to render dental services for the Owner in the manner and to the extent permitted by the Revised Code of the state in which the Dentist practices and the applicable rules of professional ethics, as from time to time amended. The Dentist shall work a minimum of 40 hours a week. The Dentist's duties shall include, but not be limited to, providing professional and competent dental services to patients of the Owner, keeping and maintaining (or causing to be kept and maintained) appropriate records relating to all professional services rendered by him/her under this Agreement and preparing and attending to, in connection with such services, all reports, claims and correspondence necessary or appropriate in the circumstances, all of which records, reports, claims and correspondence shall belong exclusively to the Owner, and all other duties which may be required by the Owner from time to time. The Dentist understands he/she is required, and he/she agrees upon reasonable request of the Owner, to render a time account of his services performed for the Owner. He/she shall also do all things reasonably desirable to maintain and improve his/her professional skills for the benefit of the Owner attention, and energies to the performance of his/her duties under this Agreement. He/she shall follow all established office procedures of the Owner including the Owner's collection procedures and dress code



Ex "A"

2. *Services and Facilities Provided by Owner.* The Owner shall provide and maintain such offices, facilities, equipment, billing and collection services and personnel as he deems necessary for the Dentist's performance of his/her professional duties under this agreement.

3. *Continuing Education.* The Dentist shall, at his/her own expense, subscribe for or purchase such dental journals or books as are appropriate for maintaining or advancing his/her knowledge or skill in the field of dentistry.

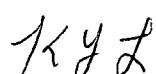
4. *Nature and Extent of Full-Time Dentist's Services.* During the term of this Agreement, the full-time Dentist shall not at any time or any place whatsoever, either directly or indirectly, engage in the practice of dentistry to any extent whatsoever for any other entity other than the Owner, except under and pursuant to this Agreement, and all fees or other income attributable to such professional service shall be the property of the Owner, unless otherwise agreed in writing by the Dentist and the Owner. The Owner shall set fees.

5. *Standards.* The Dentist shall perform his/her duties under this Agreement in a professional manner and in accordance with such standards of professional ethics and practice as may from time to time be applicable during the term of his/her employment hereunder.

6. *Patient's Files.* Subject to the rules of professional ethics, all files, reports and documents pertaining to patients of the Owner and professional services rendered by the Dentist for the Owner shall belong to and remain the property of the Owner.

7. *Term.* The term of this Agreement and the Dentist's employment hereunder shall be effective as of 6/28/2004 and shall continue until 6/28/2007; provided, however, that it may be terminated at any time by Owner giving not less than 90 days written notice prior to the date of his/her termination. The Dentist understands the importance of his/her fulfilling the term of his/her contract, and hereby agrees that in the event he/she fails to fulfill his/her contractual term, he/she will compensate the Owner in the amount of one hundred dollars (\$100) per day, until the end of the term, plus collection and legal fees, if necessary.

This Agreement and said employment shall automatically terminate without notice upon the death or legal disqualification of the Dentist or if the Dentist fails to comply with the rules and and



procedures of the Owner. Notwithstanding the termination of this Agreement, certain provisions of this Agreement shall survive such termination and the parties shall be required to carry out any provisions herein that contemplate performance by them subsequent to such termination. Such termination shall not affect any liability or obligation that shall have accrued prior to such termination, including but not limited to any liability for loss or damage on account of default.

8. Restrictive Covenants and Stipulated Damages.

a. The Dentist agrees that upon the termination of his/her employment with the Owner, either at the conclusion of this contract, or by any other means of termination, he/she will not accept similar employment or practice dentistry within a radius of ten (10) air miles (not road miles) of any office of the Owner at which he/she has worked during the last twelve (12) months of employment for a period of one (1) year from such termination of employment. The Dentist agrees not to provide or attempt to provide any dental care to patients of the Owner except pursuant to this Agreement and in the offices of the Owner. The Dentist agrees he/she will not refer or attempt to refer any patient of the Owner to any dentist not employed by the Owner without the prior written approval of Dr. Boumerhi except in the case of an emergency in which case written notice shall be provided immediately after the referral is made.

b. The Dentist further agrees that neither during nor upon termination of this employment shall he/she solicit, not attempt to solicit patients of the Owner including but not limited to sending or assisting in sending an announcement or letter of any kind to any present or past patient of the Owner, including but not limited to any announcement of the location of his practice or that of any other dentist.

c. 1.) The Dentist agrees that he will not solicit or induce any of the Owner's employees to work for Dentist or any dental group, entity, or practice other than the Owner.

2.) The Dentist further agrees that he/she will not solicit or induce, nor attempt to solicit or induce any of the Owner's patients, directly or indirectly, to patronize the Dentist or any dental group, entity or practice other than the Owner.

3.) The Dentist further acknowledges that the patient list of the Owner is a valuable professional asset that shall remain the sole and exclusive property of the Owner. The Dentist agrees that he/she will not, while in the service of the Owner or at any time thereafter, copy, use, disclose, enter into the data processing system for the purposes of acquiring, compiling, or gathering of information, and lists, etc., or distribute for his/her use or the use of any person or entity the names, addresses, or any other information contained in the patient lists or data base of this Owner or attempt to disclose any information contained herein, or contemplated by this provision



d. The Dentist further agrees that should he/she, at any time, for his/her own use or the use of others, copy, use, or disclose to any person or entity the patient lists of the Owner or solicit and/or cause to be solicited any of the patients of the Owner, directly or indirectly, to patronize the Dentist or any dental group, entity or practice other than the Owner, then the Owner shall forthwith have the right to secure from any court of competent jurisdiction an injunction restraining the Dentist from such action, in addition to damages caused thereby including reasonable attorney fees.

e. The Dentist further agrees that violation or attempted violation of the above restrictive covenants set forth in paragraphs b,c, and d of Section 8 will result in significant damage, injury, and loss to the Owner the exact amount which may be difficult to determine and therefore the Dentist and the Owner have agreed upon stipulated liquidated damages. The violating Dentist shall pay to the Owner either the sum of two thousand dollars (\$2,000.00) for each separate attempted violation or actual violation for each patient or employee solicitation, inducement and/or name disclosure, (each patient name shall constitute a separate violation), or the sum of fifty thousand dollars (\$50,000.00) in damages, plus collection and attorney's fees, for each separate patient list violation or attempted violation, whichever sum shall be greater. The parties request that any court or arbitration panel find the stipulated liquidated damages to be fair, just and equitable.

f. The Dentist further agrees that a violation or attempted violation of the above restrictive covenant set forth in Section 9, paragraph b, will result in significant damage, injury and loss to the Owner and that the Owner's remedy at law for any breach of this covenant would be inadequate. The Dentist further agrees and consents that temporary and permanent injunctive relief may be granted in any proceedings which may be brought to enforce Section 9, paragraph b, without the necessity of proof of damages or the posting of a bond. Further, the Dentist and Owner agree that as and for stipulated liquidated damages, for violation of paragraph b, Section 9, the Dentist shall pay to the Owner, the sum of fifty thousand dollars (\$50,000.00) plus collection and attorney's fees. The parties request that any court or arbitration panel find the stipulated liquidated damages to be fair, just and equitable, and upon the finding of such violation, render judgement against the Dentist, and order immediate payment of said sum to the Owner.

g. If the scope of any restriction in this Agreement is too broad to permit enforcement of such restriction to its full extent, such restriction shall be enforced to the maximum permitted by law and the Dentist hereby consents and agrees that such scope shall be judicially modified accordingly in any proceeding brought to enforce such restriction.

9. Professional Liability Insurance.

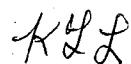
a. The Dentist shall maintain reasonable limits of Professional Liability Insurance, which shall be written in a minimum amount of one million dollars

(\$1,000,000.00). The Owner shall be made an additional insured in such insurance policy or policies. Any contractual liability or hold harmless liability undertaken by the Dentist in this Agreement shall be covered by such insurance with the same limits as indicated above. The Dentist shall furnish to the Owner a certificate of insurance satisfactory to the Owner indicating the coverage provided for herein. Such insurance certificate shall show, in addition to the policy numbers, limits and dates of expiration and that the Owner is an additional insured under such insurance policies. Such insurance certificates shall further indicate that any contractual liability or hold harmless liability undertaken by the Dentist in this Agreement shall be covered by such insurance policies with the same limits as indicated above. Such insurance policies and the provisions referred to therein may not be cancelled or changed during the periods of their coverage in such a manner as to affect the insurance certificate, unless thirty (30) days prior written notice is issued to the Owner. The Dentist will indemnify and save harmless the Owner from and against all claims, expenses, judgments, losses, and damages to persons, including wrongful death, or damage to property which may arise in connection with dental services performed by the Dentist pursuant to this Agreement. The Dentist agrees that upon request of the Owner, he/she shall settle claims made against him/her and/or the Owner through his/her insurance carrier as the Owner shall deem best for its benefit and interest. Should the Dentist refuse or fail to settle any claim pursuant to request of the Owner, said Dentist shall personally be liable to the Owner for any loss said Owner may incur and Dentist shall further personally indemnify said Owner for any loss and/or expenses, including attorney's fees, it may incur as a result of the Dentist's failure to comply with the Owner's request under this section.

b. If the Owner should enter into a master agreement for malpractice coverage, the dentist hereby agrees to purchase his/her coverage from the Owner at the fair market costs for a comparable policy. The Owner will, in turn, notify the master policy issuer of the doctors participation in the group policy. The fee will be billed to the doctor by the Owner and is payable within ten (10) days of receipt, unless the doctor has made payment arrangements with the Owner.

c. The Dentist shall indemnify the Owner and it's officers, directors, shareholders, agents, and employees against any and all claims, suits, costs and losses of any kind (including attorney's fees and costs) which are alleged to have been caused by the Dentist and related to the treatment of any patient allegedly treated by him/her (i.e. for not using a rubber dam in root canals or other procedures requiring such protective measures).

d. If the Dentist is covered by a claims made policy he shall be responsible for obtaining and paying for tail coverage. In some events the Owner reserves the right to obtain the tail coverage directly from the insurer and the Dentist agrees to have the Owner deduct the amount from the Dentist's last bi-weekly paycheck or supplemental paycheck.



10. *No Assignments.* This Agreement is personal to each of the parties hereto, and neither party may assign nor delegate any of his/her rights or obligations hereunder without first obtaining the written consent of the other party.

11. *Advertising.* All advertising shall be the sole responsibility of the Owner. The Dentist agrees that the Owner may use the Dentist's name, signature, endorsement, picture, or likeness in it's advertising as it deems appropriate without any further or additional compensation to the Dentist.

12. The Owner may, from time to time, enter into agreements with various insurance companies, employers, groups, etc., to contract for dental services. The Dentist will complete and return all applications for these entities. In the event a master agreement is permissible, the Dentist will abide by all the provisions stated in the master agreement.

13. *Miscellaneous.*

a. No amendments or additions to this Agreement shall be binding unless in writing and signed by both parties, except as herein otherwise provided. This instrument contains the entire agreement of the parties.

b. The waiver by the Owner of the breach of my provision of this Agreement by the Dentist, shall not operate or be construed as a waiver of any subsequent breach by the Dentist of that provision or any other provision contained herein.

c. This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the state in which the Dentist practices.

d. The paragraph headings in this Agreement are included solely for convenience and shall not affect, or be used in connection with the interpretation of this Agreement.

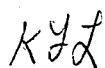
e. Wherever the content of this Agreement requires, words used in the singular shall be construed to mean and include the plural and vice versa, and pronouns of any gender shall be deemed to include and designate the masculine, feminine or neuter gender.

f. If any provision of this Agreement is held contrary to any federal, state or local law, the invalidity of such provision shall not affect other provisions of this Agreement, the remaining provisions hereof remaining in full force and effect.

g. Owner reserves the right to open all mail addressed to the doctor and received at his office.

h. All disputes must be settled in Clearfield County, Pennsylvania

Compensation To Dentist



compensation the dentist will be paid the amount of twenty dollars per hour till November 30, 2004. Starting December 1, 2004 and for the duration of this contract the dentist will be paid a yearly salary of one hundred and thirty thousand dollars.

The dentist will pay for her attorneys fees to switch from practical training to H1 visa. H1 visa to become effective December 1, 2004. Under this agreement the dentist will only be eligible for one week paid vacation per year.

Dentist will not be eligible for retirement plan benefits offered to other employees, nor will dentist be eligible for other benefits offered to the employees.

Owner will pay for malpractice insurance till December 1, 2004 ; then the dentist will pick up the coverage at her own expense.

Dentist is to provide proof to owner that she is in conformance with all INS regulations regarding employment in the United States, and she is to notify owner immediately if her status changes.

From January 2005 to March 2007 dentist will have 3 days off with pay to take CE classes at her own expense.

RE: Section 7 terms: The dentist will not have to pay \$100.00 a day till December 1, 2004 if she defaults on contract.

At the completion of each 1 year period the doctor's net revenues (collections) will be calculated if the dentists collections exceed \$372,000.00 the dentist is entitled to a 10% bonus of anything over that amount

Done 5/29/04

Kaiyue Liang 5/29/04

BB

ALJ

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

PIERRE BOUMERHI, DMD

*
* No. 06-399-CD
*

Movant

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vs.

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KAI-YING LIANG

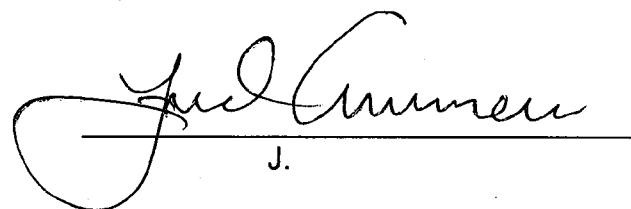
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Respondent

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*ORDER

AND NOW, this 4 day of May, 2006, upon consideration of Plaintiff's Motion for Service by Publication, including Exhibits and Affidavit attached hereto, Plaintiff is ordered and directed to serve Notice of said action by publication in The Progress and The Clearfield County Legal Journal, one time only, of notice of this action, in a form similar to that contained in Exhibit "D" of Plaintiff's Motion for Publication.

BY THE COURT:



J.

FILED 3cc
05/05/2006 Atty Mason
MAY 05 2006
60

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

PIERRE BOUMERHI, DMD

*
* No. 06-399-CD
*

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Movant

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vs.

KAI-YING LIANG

Respondent

*
* TYPE OF PLEADING: Motion for
* Service by Publication
*
* FILED ON BEHALF OF: Movant
*
* ATTORNEY FOR MOVANT:
* David C. Mason, Esquire
* I.D. #39180
* 409 N. Front Street/P.O. Box 28
* Philipsburg, PA 16866

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

PIERRE BOUMERHI, DMD

*
* No. 06-399-CD
*

Movant

*

vs.

*

KAI-YING LIANG

*

Respondent

*

MOTION FOR SERVICE BY PUBLICATION
PURSUANT TO PA. R.C.P. NO. 430

AND NOW comes the Plaintiff, Pierre Boumerhi, by and through his attorney, David C. Mason, who represents as follows:

1. Movant is the Plaintiff in an action filed to the above term and number.
2. The Defendant was previously employed by Plaintiff as a dentist in Clearfield County, Pennsylvania, when she suddenly and without advance notice left her employment.
3. The Defendant Kai-Ying Liang is a Taiwanese national who was in the United States on a temporary work visa.
4. On or about January 30, 2006, after Dr. Kai-Ying Liang left the employ of the Plaintiff, Plaintiff received correspondence from a law firm in West Virginia on behalf of Dr. Liang. (See copy of letter dated January 30, 2006, attached as Exhibit "A").
5. Service in this matter was attempted on this law firm about March 20, 2006. A

reply was received on or about March 29, 2006, in which a partner in the West Virginia law firm states that her whereabouts are unknown, and that he is unaware of a forwarding address. (Copies of said letters attached hereto as Exhibit "B").

6. Additionally, Dr. Liang has indicated in a letter, "after consulting with my attorney I have been advised to leave the United States of America because of immigration reasons." (See copy of letter dated January 29, 2006, attached hereto as Exhibit "C").

7. While in the employ of Plaintiff, Defendant resided at 321½ Pine Street, Philipsburg, Pennsylvania. The Defendant's landlord, Amy Bloom, indicated that as of April 26, 2006, the defendant's boyfriend moved all of defendant's personal belongings from the apartment with a promise to provide a forwarding address where the balance of the security deposit could be mailed, but to date, no such information has been provided.

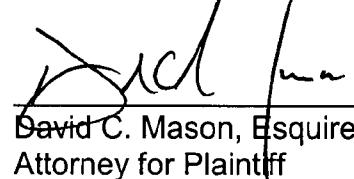
8. The post office in Philipsburg, Pennsylvania, as of April 26, 2006, is holding defendant's mail because they, too, have not received notice of a forwarding address.

9. Additionally, an examination of the website, Department of State, Bureau of Professional and Occupational Affairs, license verifications, indicates that as of April 27, 2006, the defendant's dentistry license (DS 036125) was currently active, and in good standing. A phone call to the State Board of Dentistry (717-783-7162) requesting address verification revealed two addresses: The former resident address of 321½ Pine Street, Philipsburg, Pennsylvania, 16866, and the professional address of 439 Spring Street, Houtzdale, Pennsylvania, 16651.

10. The nature of the action is a breach of employment contract which has caused the Plaintiff significant monetary damages.

WHEREFORE, Plaintiff requests your Honorable Court to permit the service of the Complaint in this action by publishing a Notice similar in form to that of "Exhibit D" in the Clearfield Progress and The Clearfield County Legal Journal, one time only, pursuant to Pa.R.C.P. 430 b(1).

MASON LAW OFFICE

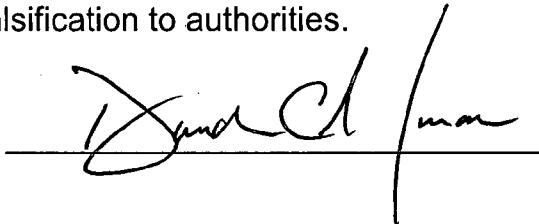


David C. Mason, Esquire
Attorney for Plaintiff

VERIFICATION

I, DAVID C. MASON, Esquire, Attorney for Movant, do hereby verify that the facts set forth in the foregoing **MOTION FOR SERVICE BY PUBLICATION PURSUANT TO PA. R.C.P. No. 430** are true and correct to the best of my knowledge, information and belief. This verification is made subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsification to authorities.

DATED: 5-2-06

A handwritten signature in black ink, appearing to read "David C. Mason", is written over a horizontal line. The signature is fluid and cursive, with "David" on the left and "C. Mason" on the right.

MCNEER, HIGHLAND, McMUNN AND VARNER, L.C.

BB&T BANK BUILDING, FOURTH FLOOR
 P. O. DRAWER 2040
 CLARKSBURG, WV 26302-2040
 TELEPHONE (304) 626-1100
 FACSIMILE (304) 623-3035

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 MICHAEL D. GRIM***
 DEBRA T. HERRON*
 JUDY L. SHAWHOLTZ***
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 SAM H. HARROLD, III
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 ANDREW N. FURY, III
 NATALE A. GIVAN

OF COUNSEL
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 CECIL B. HIGHLAND, JR.
 (11/16/2002)
 WILLIAM L. FURY
 CARRIE D. MUNSTER

SENIOR LEGAL ASSISTANTS
 MILLIE L. KENNEDY
 DIANA L. BEDFELL

* ALSO ADMITTED TO PRACTICE IN PENNSYLVANIA
 ** ALSO ADMITTED TO PRACTICE IN OHIO
 *** CERTIFIED PUBLIC ACCOUNTANT IN WEST VIRGINIA
 **** ALSO ADMITTED TO PRACTICE IN NORTH CAROLINA

WRITER'S DIRECT TELEPHONE

(304) 626-1136

WRITER'S E-MAIL ADDRESS

SHHARROLD@WVLAWYERS.COM

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STEVEN R. BRAKE**
 HEATHER L. STARCHER

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 P.O. Box 595
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 TELEPHONE (304) 329-0773
 FACSIMILE (304) 329-0595
 JAMES T. DAILEY, JR.
 MARK E. GAYDOS

January 30, 2006

VIA FACSIMILE (1-814-378-7439)
AND U. S. MAIL

Pierre Boumerhi, DMD
 298 Spring Street
 Houtzdale, Pennsylvania 16651

Re: Kai-Ying Liang

Dear Dr. Boumerhi:

Please be advised that my office has been retained by Kai-Ying Liang concerning an employment dispute with your office. She has left the United States and it is uncertain when she will return.

I am in receipt of your e-mails to Dr. Liang dated January 29, 2006, in which you address a concern over office documents and keys. At this time, we are unaware any office documents being removed. If you have a concern over specific office documents, I would ask that you forward a list of these to my office so that your concerns may be addressed. Further, it is our understanding that your office locks have been changed and that the key which Dr. Liang has is ineffective. Regardless, I will make sure the key forwarded to you at the earliest possible convenience.

We understand from your e-mails that you intend to file a lawsuit alleging Dr. Liang's breach of employment contract. Having reviewed all pertinent information, your lawsuit, if it is filed, will be met with a very strong counterclaim as a result of your egregious conduct in this matter. All future correspondence should be addressed to my office.

*The International Society
 of Primerus Law Firms*



Ex "A"



Pierre Boumerhi, DMD
January 30, 2006
Page 2

If you wish to discuss this matter further, please contact my office at any time.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Sam H. Harrold, III".

Sam H. Harrold, III

DAVID C. MASON

Attorney at Law

409 NORTH FRONT STREET
P.O. Box 28
PHILIPSBURG, PENNSYLVANIA 16866
(814) 342-2240
FAX (814) 342-5318

March 20, 2006

Sam H. Harrold, III., Esquire
McNeer, Highland, McMunn & Varner, L.C.
BB&T Bank Building, Fourth Floor
P.O. Drawer 2040
Clarksburg, WV 26302-2040

In RE: Pierre Boumerhi, DMD

v.

Kai-Ying Liang
No. 06-399-CD
Clearfield County, PA

Dear Mr. Harrold:

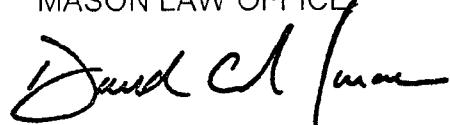
Enclosed is a certified, true and correct copy of a Complaint filed March 17, 2006.

If you intend to Enter an Appearance on behalf of the defendant, please accept service of the Complaint on her behalf. If you do not intend to accept service on her behalf, would you please provide me with an address where correspondence can be sent.

Should you wish to discuss this matter with me, please feel free to contact me.

Very truly yours,

MASON LAW OFFICE



David C. Mason

DCM:blb
Enclosure
cc Pierre Boumerhi, DMD

Ex "B"

MCNEER, HIGHLAND, McMUNN AND VARNER, L.C.

BB&T BANK BUILDING, FOURTH FLOOR

P. O. DRAWER 2040

CLARKSBURG, WV 26302-2040

TELEPHONE (304) 626-1100

FACSIMILE (304) 623-3035

CLARKSBURG ATTORNEYS

C. DAVID McMUNN
J. CECIL JARVIS
JAMES A. VARNER*
JAMES N. RILEY
DENNIS M. SHREVE
GERALDINE S. ROBERTS
TIFFANY R. DURST
MICHAEL D. CRIM****
DEBRA T. HERRON**
JUDY L. SHANHOLTZ***
HEATHER MCVICKER THAYER
REBECCA L. DONNELLAN
SAM H. HARROLD, III
LINDA HAUSMAN
STACY MONDAY SOUTHERN
ANDREW N. FRYE, III
NATALIE A. GIVAN

OF COUNSEL
JAMES E. MCNEER
CECIL B. HIGHLAND, JR.
(1918 - 2002)
WILLIAM L. FURY
CATHERINE D. MUNSTER

SENIOR LEGAL ASSISTANTS
MILLIE L. KENNEDY
DIANA L. BEDELL

* ALSO ADMITTED TO PRACTICE IN PENNSYLVANIA
** ALSO ADMITTED TO PRACTICE IN OHIO
*** CERTIFIED PUBLIC ACCOUNTANT IN WEST VIRGINIA
**** ALSO ADMITTED TO PRACTICE IN NORTH CAROLINA

WRITER'S DIRECT TELEPHONE
(304) 626-1136



WRITER'S E-MAIL ADDRESS
SHHARROLD@WVLAWYERS.COM

March 27, 2006

OTHER LOCATIONS

MARTINSBURG OFFICE
275 AIKENS CENTER
P. O. Box 2509
MARTINSBURG, WV 25402-2509
TELEPHONE (304) 264-4621
FACSIMILE (304) 264-8623

ROBERT W. TRUMBLE
TIMOTHY D. HELMAN

PARKERSBURG OFFICE
404 MARKET STREET, SUITE 204
P. O. Box 1507
PARKERSBURG, WV 26102
TELEPHONE (304) 422-7193
FACSIMILE (304) 422-7196

STEVEN R. BRATKE**
HEATHER L. STARCKER

KINGWOOD OFFICE
107 WEST COURT STREET
P.O. Box 585
KINGWOOD, WV 26537
TELEPHONE (304) 329-0773
FACSIMILE (304) 329-0595
JAMES T. DAILEY, JR.
MARK E. GAYDOS

**VIA FACSIMILE (1-814-342-5318)
AND U. S. MAIL**

MAR 29 2006

PAW PAW, W. VA.
PAW PAW, W. VA.

David C. Mason, Esquire
409 North Front Street
Post Office Box 28
Philipsburg, Pennsylvania 16866

Re: Pierre Boumerhi, DMD
Vs: Kai-Ying Liang
No. 06-399-CD
Court of Common Pleas of Clearfield County, PA

Dear Mr. Mason:

I am in receipt of your letter dated March 20, 2006, in which you forwarded a copy of the complaint in the above-referenced matter. Please be advised that I will not be accepting service on behalf of Dr. Liang and that I am presently unaware of an address where correspondence can be sent. As I expressed to Dr. Boumerhi many weeks ago, it is my understanding Dr. Liang is out of the country and it is uncertain when she will return. If you have any questions, please contact my office.

Sincerely yours,

Sam H. Harrold, III

SHH,III:ksb

K:\Sam\Liang, Kai-Ying\LTR Mason, David 03-27-06.wpd

The International Society
of Primerus Law Firms



Ex "B"

January 29th, 2006

Dr. Boumerhi
439 Spring Street
Houtzdale, PA 16651

Dr. Boumerhi

After consulting with my attorney I have been advised to leave the United States of America because of immigration reasons.

Sincerely,

Kai-Ying Liang 1/29/06
Kai-Ying Liang

Ex "C"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

PIERRE BOUMERHI, DMD

*
* No. 06-399-CD
*

Movant

*
*

vs.

*
*

KAI-YING LIANG

*
*

Respondent

*

TO: Kai-Ying Liang

You are hereby notified that an action has been filed against you in the Court of Common Pleas of Clearfield County, Pennsylvania. The nature of the action is a breach of employment contract which has caused the Plaintiff significant monetary damages.

NOTICE

If you wish to defend, you must enter a written appearance personally or by attorney and file your defenses or objections in writing with the court. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you without further notice for the relief requested by the movant/plaintiff. You may lose money or property or other rights important to you.

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

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

Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641

David C. Mason, Esquire
P.O. Box 28
Philipsburg, PA 16866
ATTORNEY FOR MOVANT/ PLAINTIFF

Ex "D"

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

PIERRE BOUMERHI, DMD,
Plaintiff,

v.

KAI-YING LIANG,
Defendant,

*
*
*
* No. 06-399-CD
*
*

*
*
*

* Type of Pleading:

*
* PRAECIPE FOR ENTRY
* OF APPEARANCE
*

* Filed on behalf of:
* Defendant
*

* Counsel of Record for
* this party:
*

*
* James A. Naddeo, Esq.
* Pa I.D. 06820
*
* 207 East Market Street
* P.O. Box 552
* Clearfield, PA 16830
* (814) 765-1601

FILED
01 3:49 PM 1cc
JUN 01 2006 Atty
Naddeo
WM
William A. Shaw Copy to
Prothonotary/Clerk of Courts CIA

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

PIERRE BOUMERHI, DMD,
Plaintiff,
v.
KAI-YING LIANG,
Defendant,

*
*
*
* No. 06-399-CD
*
*

PRAECIPE FOR ENTRY OF APPEARANCE

Please enter my appearance on behalf of the Defendant,
Kai-Ying Liang, in the above-captioned case.

James A. Naddeo

James A. Naddeo
Attorney for Defendant

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

PIERRE BOUMERHI, DMD,
Plaintiff,

v.

KAI-YING LAING,
Defendant,

*
*
*
*
*
*

No. 06-399-CD

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a certified copy of Praeclipe for Entry of Appearance was served on the following and in the following manner on the 1st day of June, 2006:

First-Class Mail, Postage Prepaid

David C. Mason, Esquire
Attorney at Law
P.O. Box 28
Philipsburg, PA 16866

James A. Naddeo

James A. Naddeo
Attorney for Defendant

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

PIERRE BOUMERHI, DMD,
Plaintiff,

v.

KAI-YING LIANG,
Defendant,

*
*
*

* No. 06-399-CD
*

*

* Type of Pleading:

* ANSWER, NEW MATTER
* AND COUNTERCLAIM

*

* Filed on behalf of:
* Defendant

*

* Counsel of Record for
* this party:

*

*

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

*

* 207 East Market Street
* P.O. Box 552
* Clearfield, PA 16830
* (814) 765-1601

FILED 1CC
03-43-07 JUN 26 2006 Atty Naddeo
JUN 26 2006
WM

William A. Shaw
Prothonotary/Clerk of Courts

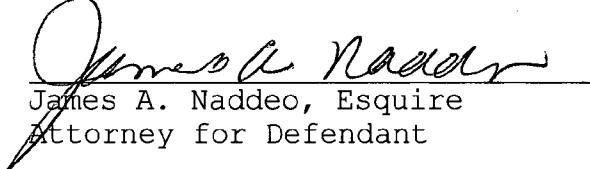
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

PIERRE BOUMERHI, DMD, *
Plaintiff, *
*
v. * No. 06-399-CD
*
KAI-YING LIANG, *
Defendant. *

NOTICE TO PLEAD

TO THE PLAINTIFF:

You are hereby notified to file a written response to the enclosed New Matter and Counterclaim within twenty (20) days from service hereof or a judgment may be entered against you.


James A. Naddeo, Esquire

Attorney for Defendant

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

PIERRE BOUMERHI, DMD, *
Plaintiff, *
*
v. * No. 06-399-CD
*
KAI-YING LIANG, *
Defendant. *

ANSWER, NEW MATTER AND COUNTERCLAIM

NOW COMES the Defendant, Kai-Ying Liang, and by her attorney, James A. Naddeo, sets forth the following:

1. Admitted.
2. Denied and on the contrary it is alleged that the Defendant is Kai-Ying Liang-Haggard whose address is 264 Donna Avenue, Morgantown, West Virginia 26505.
3. Admitted.
4. Denied in so far as it states that Defendant was engaged in the practice of dentistry on May 29, 2004. To the contrary it is alleged that Defendant did not become engaged in the practice of dentistry in Houtzdale, Pennsylvania, until June 25, 2004. It is admitted, however, that the Contract attached to Plaintiff's Complaint as Exhibit "A" is a true and correct copy of the Employment Agreement between Plaintiff and Defendant.
5. Admitted.

6. No answer required. The Agreement speaks for itself.

7. Denied and in further answer thereto Defendant incorporates her New Matter as hereinafter set forth by reference.

8. States a conclusion of law to which no answer is required. To the extent that an answer may be required, Defendant incorporates her New Matter as hereinafter set forth by reference.

COUNT I

9. Denied for reasons set forth in Defendant's New Matter which is incorporated herein by reference.

10. States a conclusion of law to which no answer is required. To the extent that an answer may be required, Defendant incorporates her New Matter as hereinafter set forth by reference.

WHEREFORE, Defendant requests that Plaintiff's Complaint be dismissed.

COUNT II

11. Denied in that after reasonable investigation Defendant is without knowledge or information sufficient to form a belief as to the truth of said averment.

12. States a conclusion to which no answer is required. To the extent that an answer may be required, said conclusions are generally denied.

13. Admitted.

14. Denied in that after reasonable investigation Defendant is without knowledge or information sufficient to form a belief as to the truth of said averment.

15. Denied in that reasonable investigation Defendant is without knowledge or information sufficient to form a belief as to the truth of said averment.

16. States a conclusion of law to which no answer is required. In further answer thereto said allegation is denied in that after reasonable investigation Defendant is without knowledge or information sufficient to form a belief as to the truth of said averment.

WHEREFORE, Defendant requests that Plaintiff's Complaint be dismissed.

NEW MATTER

17. That at all times referred to herein, the Defendant, Kai-Ying Liang Haggard, was a foreign national citizen of Twain who was lawfully living in the United States of America on a work VISA.

18. That on or about May 29, 2004, Defendant entered into an Employment Agreement with Plaintiff, a true and correct

copy of which is attached to Plaintiff's Complaint as Exhibit "A".

19. That Defendant commenced her employment with Plaintiff on June 25, 2004.

20. That Defendant remained in Plaintiff's employ from June 25, 2004 until January 22, 2006.

21. That on January 20, 2006, Defendant informed Plaintiff that she intended to take a one week vacation as provided by the miscellaneous provisions contained in the Agreement attached to Plaintiff's Complaint as Exhibit "A".

22. That on Monday, January 22, 2006 Defendant received a telephone message from Plaintiff informing her that she was required to give thirty (30) days notice of her intention to take a vacation and that her employment would be terminated if she failed to appear for work on January 23, 2006.

23. That Defendant reviewed her Employment Agreement with Plaintiff and could find no requirement that she give thirty (30) days notice of her intention to take her vacation period.

24. That on Monday, January 23, 2006, Plaintiff confirmed that Defendant's employment had been terminated.

25. That Paragraph 7 of the Agreement attached to Plaintiff's Complaint as Exhibit "A" states in part as follows:

"that it may be terminated at any time by Owner giving not less than 90 days written notice prior to the date of her/her termination."

26. That as a direct result of Plaintiff's termination of Defendant's Employment Contract with Plaintiff, Defendant was required to return to Twain and to obtain a new entry VISA at a total cost of \$5,100.00 including travel expenses.

27. That as a direct result of Plaintiff's termination of Defendant's Employment Contract, Defendant was out of work for a period of two months from January 23, 2006 to March 20, 2006.

28. That during the course of Defendant's employment with Plaintiff, Plaintiff violated the H-1B provision of the Immigration and Nationality Act in the following particulars:

A. All of Plaintiff's employees were given a one-half hour break during the work day with the exception of the Defendant.

B. Defendant received no retirement benefits although other employees were members of Plaintiff's retirement plan.

C. Defendant received no health insurance although Plaintiff's other employees were covered under a group health plan.

D. That Defendant was the only dentist employed by Plaintiff who was required to work on Saturday and before and after holidays while other dentists/employees were not required to work on Saturday and were given days off before and after holidays.

E. That all of Plaintiff's employees were paid bi-weekly with the exception of Defendant who was paid monthly.

F. Defendant was paid an hourly wage of \$20.00 per hour which was \$43.00 per hour below the federal prevailing wage rate for a dentist in the Houtzdale area.

G. Plaintiff deducted Defendant's H-1B application and extension from Defendant's pay.

29. That in January of 2006 Plaintiff sold an interest in his business to an employee/dentist, Jolene Gavlack.

30. That Paragraph 10 of the Employment Agreement attached to Plaintiff's Complaint as Exhibit "A" provides as follows:

"No Assignments. This Agreement is personal to each of the parties hereto, and neither party may assign nor delegate any of his/her rights or obligations hereunder without first obtaining the written consent of the other party."

31. That Plaintiff at no time obtained the written consent of Defendant to the partial sale of his practice.

COUNTERCLAIM

32. That Defendant incorporates Paragraphs 17 through 31 of her New Matter by reference and makes them a part hereof.

33. That Plaintiff failed to pay Defendant for work performed by Defendant during the month of January, 2006 totaling \$7,366.44.

34. That Plaintiff has failed to pay to Defendant for two months lost work from January 20, 2006 to March 20, 2006 in a total amount of \$21,666.00.

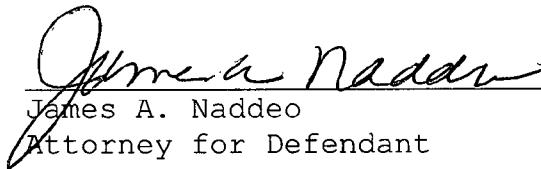
35. That Plaintiff has failed to reimburse Defendant for expenses incurred by Defendant to obtain a new H-1B VISA and travel costs in the amount of \$5,100.00.

36. That Plaintiff has failed to reimburse Defendant for the cost of obtaining Defendant's H-1B VISA in the amount \$3,230.82.

37. That from June 25, 2004 until December 1, 2004, Plaintiff paid Defendant the sum of \$20.00 per hour when the federal prevailing wage rate for an H-1B dentist in the Houtzdale area was \$63.00 per hour.

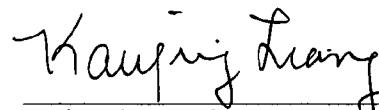
38. That Plaintiff has refused to pay to Defendant the difference in her hourly wage rate and the federal H-1B prevailing wage from June 25, 2004 to December 1, 2004 at a difference of \$43.00 per hour or \$36,980.00.

WHEREFORE, Defendant claims damage from Plaintiff in
the amount of \$74,343.26.


James A. Naddeo
Attorney for Defendant

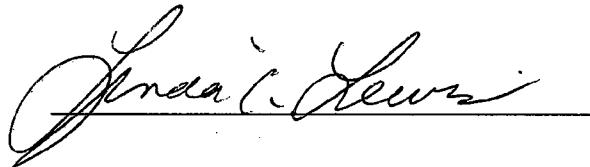
COMMONWEALTH OF PENNSYLVANIA)
ss.
COUNTY OF CLEARFIELD)

Before me, the undersigned officer, personally appeared KAI-YING LIANG, who being duly sworn according to law, depose and state that the facts set forth in the foregoing Answer, New Matter and Counterclaim are true and correct to the best of her knowledge, information and belief.



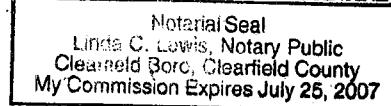
Kai-Ying Liang

SWORN and SUBSCRIBED before me this 26th day of June, 2006.



Linda C. Lewis

COMMONWEALTH OF PENNSYLVANIA



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

PIERRE BOUMERHI, DMD,
Plaintiff,

v.

KAI-YING LAING,
Defendant,

*

*

*

*

*

*

No. 06-399-CD

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a certified copy of Answer, New Matter and Counterclaim was served on the following and in the following manner on the 26th day of June, 2006:

First-Class Mail, Postage Prepaid

David C. Mason, Esquire
Attorney at Law
P.O. Box 28
Philipsburg, PA 16866

James A. Naddeo
James A. Naddeo
Attorney for Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

PIERRE BOUMERHI, DMD

*
* No. 06-399-CD
*

Movant

*

vs.

*

KAI-YING LIANG

*

Respondent

*

* TYPE OF PLEADING: Affidavit of
* Service by Publication

*

* FILED ON BEHALF OF: Movant

*

* ATTORNEY FOR MOVANT:

* David C. Mason, Esquire
* I.D. #39180
* 409 N. Front Street/P.O. Box 28
* Philipsburg, PA 16866

FILED NO cc
M 11:21 AM
JUN 26 2006
WM

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

PIERRE BOUMERHI, DMD

*
* No. 06-399-CD
*

Movant

*

vs.

*

KAI-YING LIANG

*

Respondent

*

AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF CENTRE :ss:

Before me, the undersigned officer, in and for the above named State and County, personally appeared DAVID C. MASON, Esquire, who being duly sworn according to law, deposes and states that a Notice of Filing, endorsed with a Notice to Plead, was duly served on the above named Defendant by publication in the Clearfield Progress on May 11, 2006, and in the Clearfield County Legal Journal on May 19, 2006, which proofs of publication are attached hereto.

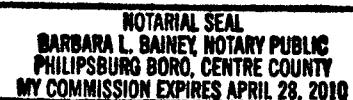
MASON LAW OFFICE

By 

David C. Mason, Esquire

SWORN to and subscribed
before me this 23rd day of
June, 2006.

Barbara L. Baimey
N.P.



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

PIERRE BOUMERHI, DMD Movant vs.
KAI-YING LIANG Respondent
NO. 06-399-CD

TO: Kai-Ying Liang

You are hereby notified that an action has been filed against you in the Court of Common Pleas of Clearfield County, Pennsylvania. The nature of the action is a breach of employment contract which has caused the Plaintiff significant monetary changes.

NOTICE

If you wish to defend, you must enter a written appearance personally or by attorney and file your defenses or objections in writing with the court. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you without further notice for the relief requested by the movant/plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE. Court Administrator, Clearfield County Courthouse, Clearfield, PA 16830 (814) 765-2641.

DAVID C. MASON, ESQUIRE, PO Box 28, Philipsburg, PA 16866. Attorney for Movant/Plaintiff.

be organized is to have unlimited power to engage in and to do any lawful act concerning any or all lawful business for which corporations may be incorporated under the Pennsylvania Corporation Law of 1988.

Frederick L. Painter, President, Double E. Singer, Inc., Route 879, RD 1, Box 42, Grampian, PA 16838.

**NOTICE OF
ARTICLES OF INCORPORATION**

Pursuant to the Business Corporation Law of 1988, Act of December 21, 1988, PL 1444, No. 177, effective October 1, 1989, 15 Pa. C.S.A., 2303, Notice is hereby given that Timber Management, Inc. has formally changed its name to PA VENEERS, INC. with a principal place of business at 9562 Burnside McGee Road, Mahaffey, Clearfield County, Pennsylvania 15757.

Lukehart & Lundy, Attorneys at Law, 219 East Union Street, P.O. Box 74, Punxsutawney, PA 15767.

6

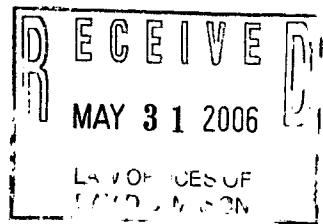
DECEASED.

First & Final Account of Cheryl Pataky, Executrix for the Estate of Maxine Reed, late of Clearfield, Clearfield County, PA, DECEASED.

First & Final Account of Terrence W. O'Donnell, Executor for the Estate of Margaret J. Harmic a/k/a Peg Harmic, late of Clearfield, Clearfield County, PA, DECEASED.

First & Final Account of Carol McNamee, Administratrix for the Estate of Regis William McNamee, late of Brisbin, Clearfield, PA, DECEASED.

PROOF OF PUBLICATION



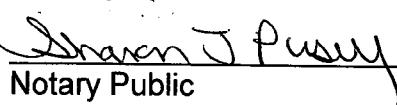
STATE OF PENNSYLVANIA :
:
COUNTY OF CLEARFIELD :

On this 19th day of May AD 2006, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Gary A. Knaresboro editor of the Clearfield County Legal Journal of the Courts of Clearfield County, and that the annexed is a true copy of the notice or advertisement published in said publication in the regular issues of Week of May 19, 2006, Vol. 18 No. 20. And that all of the allegations of this statement as to the time, place, and character of the publication are true.

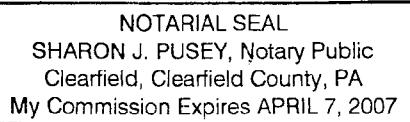


Gary A. Knaresboro, Esquire
Editor

Sworn and subscribed to before me the day and year aforesaid.



Notary Public
My Commission Expires



David C Mason
PO Box 28
Philipsburg PA 16866

IN THE COURT
OF COMMON PLEAS
OF CLEARFIELD COUNTY, PA
CIVIL ACTION-LAW
No. 06-399-CD
PIERRE BOUMERHI, DMD
Movant

vs.
KAI-YING LIANG
Respondent
TO: Kai-Ying Liang

You are hereby notified that an action has been filed against you in the Court of Common Pleas of Clearfield County, Pennsylvania. The nature of the action is a breach of employment contract which has caused the Plaintiff significant monetary damages.

NOTICE

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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
Clearfield, PA 16830
(814) 765-2641

David C. Mason, Esquire
P.O. Box 28
Philipsburg, PA 16866
ATTORNEY FOR
MOVANT/PLAINTIFF

5:11-1d-b

PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :
: SS:
COUNTY OF CLEARFIELD :

On this 11th day of May, A.D. 20 06, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Margaret E. Krebs, who being duly sworn according to law, deposes and says that she is the President of The Progressive Publishing Company, Inc., and Associate Publisher of The Progress, a daily newspaper published at Clearfield, in the County of Clearfield and State of Pennsylvania, and established April 5, 1913, and that the annexed is a true copy of a notice or advertisement published in said publication in

the regular issues of May 11, 2006

And that the affiant is not interested in the subject matter of the notice or advertising, and that all of the allegations of this statement as to the time, place, and character of publication are true.

Margaret E. Krebs

Sworn and subscribed to before me the day and year aforesaid.

Cheryl J. Robison

Notary Public Clearfield, Pa

My Commission Expires
October 31, 2007

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Cheryl J. Robison, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires Oct. 31, 2007
Member, Pennsylvania Association Of Notaries

FILED

JUN 26 2006

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

PIERRE BOUMERHI, DMD

*
* No. 06-399-CD
*

Plaintiff

*

vs.

*

KAI-YING LIANG

*

Defendant

* TYPE OF PLEADING: CERTIFICATE OF

* SERVICE

*

* FILED ON BEHALF OF:
* PLAINTIFF

*

* ATTORNEY FOR PLAINTIFF:

* David C. Mason, Esquire
* Supreme Court ID #39180
* MASON LAW OFFICE
* P.O. Box 28
* Philipsburg, PA 16866
* (814) 342-2240

*

FILED ^{No. 06-399-CD}
M 10:31 AM
JUL 14 2006
CR

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

PIERRE BOUMERHI, DMD

*
* No. 06-399-CD
*

Plaintiff

*

vs.

*

KAI-YING LIANG

*

Defendant

*

CERTIFICATE OF SERVICE

I, DAVID C. MASON, Esquire, do hereby certify that I served a true and correct copy of Plaintiff's Reply to New Matter and Answer to Counterclaim filed to the above captioned action, by placing the same in the United States mail, postage prepaid and addressed as follows:

James A. Naddeo, Esquire
207 East Market Street
P. O. Box 552
Clearfield, PA 16830

DATED: *July 13, 2006*

MASON LAW OFFICE

By: *DCM*

David C. Mason, Esquire
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

PIERRE BOUMERHI, DMD

* No. 06-399-CD

Plaintiff

vs.

KAI-YING LIANG

Defendant

* TYPE OF CASE: Civil Action

- * TYPE OF PLEADING: Plaintiff's Reply to
- * New Matter and Answer to Counterclaim

* FILED ON BEHALF OF:
* Plaintiff

* COUNSEL OF RECORD FOR THIS
* PARTY:

* David C. Mason, Esquire
* Supreme Court I.D. 39180
* Attorney at Law
* P. O. Box 28
* Philipsburg, PA 16866
* (814) 342-2240

FILED NOCC
JUL 10 3:16 PM
14 2005 CLERK

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

PIERRE BOUMERHI, DMD

*
* No. 06-399-CD
*

Plaintiff

*

vs.

*

KAI-YING LIANG

*

Defendant

*

PLAINTIFF'S REPLY TO NEW MATTER AND
ANSWER TO COUNTER-CLAIM

AND NOW, comes the Plaintiff, Pierre Boumerhi, DMD, an adult individual, by and through his counsel, DAVID C. MASON, and files the following Reply to New Matter and Answer to Counter-Claim filed by Defendant, of which the following are averments of fact:

17. Admitted in Part and Denied in Part. The allegations of this paragraph are admitted except that when Defendant left the employment of Plaintiff on January 22, 2006, to the extent she remained in the United States, she did so in violation of the H1-B Visa associated with her employment with Plaintiff.

18. Admitted.

19. Admitted.

20. Admitted.

21. Denied. The averment that Defendant advised Plaintiff on January 20, 2006, that she intended to take a vacation starting January 23, 2006, is denied, and strict proof to the contrary is demanded at the time of trial.

22. Denied. The averment that Plaintiff, on January 23, 2006, called Defendant and stated that she was required to give a thirty (30) day notice of her intention to take a vacation is denied. Strict proof to the contrary, to the extent deemed relevant, is demanded at the time of trial.

23. Denied. After reasonable investigation, Plaintiff is without knowledge or information sufficient to form a belief as to the truth of the matters asserted in this paragraph, therefore the same are denied and strict proof thereof, to the extent deemed relevant, is demanded at the time of trial.

24. Denied. The averment that Plaintiff, on January 23, 2006, contacted Defendant and stated that her employment was terminated, is denied. Strict proof to the contrary, to the extent deemed relevant, is demanded at the time of trial.

25. Admitted in Part and Denied in part. It is admitted that the quoted language in this paragraph of Defendant's pleading is contained within Paragraph 7 of the Employment Agreement attached to Plaintiff's Complaint. To the extent this averment implies or suggests that the quoted language is Paragraph 7 in its entirety, then this paragraph and its implications are denied. By way of further Answer, Plaintiff has included **all** of Paragraph 7 of the Employment Agreement herein as follows:

7. Term. The term of this Agreement and the Dentist's employment hereunder shall be effective as of 6/28/2004 and shall continue until 6/28/2007; provided, however, that it may be terminated at any time by Owner giving not less than 90 days written notice prior to the date of his/her termination. The Dentist understands the importance of his/her fulfilling the term of his/her contract, and hereby agrees that in the event he/she fails to fulfill his/her contractual term, he/she will compensate the Owner in the amount of one hundred dollars (\$100) per day, until the end of the term, plus collection and legal fees, if necessary.

This Agreement and said employment shall automatically terminate without notice upon the death or legal disqualification of the Dentist or if the Dentist fails to comply with the rules and procedures of the Owner. Notwithstanding the termination of this Agreement, certain provisions of this Agreement shall survive such termination and the parties shall be required to carry out any provisions herein that contemplate performance by them subsequent to such termination. Such termination shall not affect any liability or obligation that shall have accrued prior to such termination, including but not limited to any liability for loss or damage on account of default.

26. Denied. After reasonable investigation, Plaintiff is without knowledge or information sufficient to form a belief as to the truth of the matters asserted in this paragraph, therefore the same are denied and strict proof thereof, to the extent deemed relevant, is demanded at the time of trial. By way of further Answer, Plaintiff denies that he terminated the employment of Defendant.

27. Denied. After reasonable investigation, Plaintiff is without knowledge or information sufficient to form a belief as to the truth of the matters asserted in this paragraph, therefore the same are denied and strict proof thereof, to the extent deemed relevant, is demanded at the time of trial. By way of further Answer, Plaintiff denies that he terminated the employment of Defendant.

28. Denied. It is strictly denied that Plaintiff violated any provision of the Immigration and Nationality Act, and in particular:

A. Admitted in Part and Denied in Part. It is admitted that for part of the time Defendant was in the employ of Plaintiff that she chose to work without a break, left early, and directed the receptionist and scheduling staff of her office to arrange her day accordingly. It is denied that such an arrangement existed at the time of Defendant's

resignation from employment in January, 2006.

B. Admitted, pursuant to the contract attached to Plaintiff's Complaint as Exhibit "A".

C. Admitted, pursuant to the contract attached to Plaintiff's Complaint as Exhibit "A".

D. Denied. It is denied that the Defendant was the only dentist employed by Plaintiff who was required to work Saturdays and before and after holidays. Strict proof of this averment, to the extent deemed relevant, is demanded at the time of trial.

E. Admitted, pursuant to Defendant's request.

F. Denied. It is denied that Plaintiff paid Defendant \$20.00 per hour at any time during employment with Plaintiff while on a H-1B VISA.

G. Admitted, pursuant to the contract attached to Plaintiff's Complaint as Exhibit "A".

29. Admitted.

30. Admitted.

31. Admitted.

COUNTER-CLAIM

32. Plaintiff incorporates herein each and every averment set forth in his Complaint and Reply to New Matter as though the same were set forth at length.

33. Denied. It is denied that Plaintiff failed to pay Defendant for work she performed in January of 2006. To the contrary, Plaintiff, through miscalculation, overpaid Defendant a bonus.

34. Admitted in part and denied in part. It is admitted that Plaintiff did not and has

not paid Defendant for work after January 20, 2006, as Defendant voluntarily terminated her employment with Plaintiff on or about that same date. To the extent the averment in paragraph 34 implies an obligation on the part of the Plaintiff to pay Defendant after Defendant voluntarily resigned her employment, such implication is denied.

35. Admitted in part and denied in part. It is admitted that Plaintiff did not and has not reimbursed Defendant for the expenses incurred by Defendant in obtaining a "new" H-1B VISA and travel costs, as Plaintiff has no legal obligation to do so. To the extent the averment in paragraph 35 implies such a legal obligation on the part of the Plaintiff, such implication is denied.

36. Admitted. It is admitted that Plaintiff has not reimbursed the Defendant for the costs of obtaining her H-1B VISA as Plaintiff is not responsible for doing so pursuant to the contract attached to Plaintiff's Complaint as Exhibit "A".

37. Admitted.

38. Admitted in part and denied in part. It is admitted that Plaintiff has not paid the Defendant the difference in wages between \$20.00 per hour and \$63.00 per hour, as he is not legally obligated to do so. To the extent the statement in paragraph 38 implies such an obligation, the implication is denied.

WHEREFORE, Plaintiff prays your Honorable Court for the entry of judgment in favor of Plaintiff and against Defendant in excess of \$25,000.00, plus costs of suit.

Respectfully submitted,

MASON LAW OFFICE

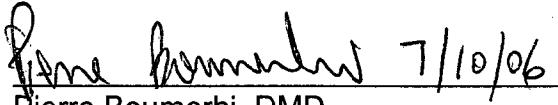
By:



David C. Mason, Esquire
I.D. #39180, Attorney for Plaintiff

VERIFICATION

I, the Plaintiff herein, verify that the statements made in the foregoing Plaintiff's Reply to New Matter and Answer to Counterclaim are true and correct to the best of our knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 PA. C.S. §4904 relating to unsworn falsification to authorities.



Pierre Boumerhi, DMD

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

PIERRE BOUMERHI, DMD,
Plaintiff,

V.

KAI-YING LIANG,
Defendant,

No. 06-399-CD

Type of Pleading:

CERTIFICATE OF SERVICE

Filed on behalf of:
Defendant

Counsel of Record for
this party:

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

Naddeo & Lewis, LLC
207 East Market Street
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601

FILED 1cc Attn: Naddeo
03:15pm
JAN 11 2007

William A. Shaw
Prothonotary/Clerk of Courts

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

PIERRE BOUMERHI, DMD, *
Plaintiff, *
*
v. *
* No. 06-399-CD
KAI-YING LAING, *
Defendant, *

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a certified copy of Notice of Taking Deposition was served on the following and in the following manner on the 11th day of January, 2007:

First-Class Mail, Postage Prepaid

David C. Mason, Esquire
Attorney at Law
P.O. Box 28
Philipsburg, PA 16866

James A. Naddeo
Naddeo & Lewis, LLC
James A. Naddeo
Attorney for Defendant

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

PIERRE BOUMERHI, DMD,
Plaintiff,

v.

KAI-YING LIANG,
Defendant,

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

PIERRE BOUMERHI, DMD, *
Plaintiff, *
*
* v. *
* No. 06-399-CD
KAI-YING LAING, *
Defendant, *

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a certified copy of Notice of Taking Deposition was served on the following and in the following manner on the 17th day of January, 2007:

First-Class Mail, Postage Prepaid

David C. Mason, Esquire
Attorney at Law
P.O. Box 28
Philipsburg, PA 16866

NADDEO & LEWIS, LLC

By: James A. Naddeo
James A. Naddeo
Attorney for Defendant

CA

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

PIERRE BOUMERHI, DMD
Plaintiff

vs.

KAI-YING LIANG
Defendant

* NO. 2006-399-CD
*
*
*
*

ORDER

NOW, this 16th day of May, 2013, it is the ORDER of this Court that a **status conference** be and is hereby scheduled for the **27th day of June, 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
019:46pm
MAY 20 2013
S

William A. Shaw
Prothonotary/Clerk of Courts

1CC Attn: s:
Mason
Naddoo

64

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

PIERRE BOUMERHI, DMD

Plaintiff

vs.

KAI-YING LIANG,

Defendant

*
* No. 2006-399-CD

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* TYPE OF PLEADING: MOTION FOR LEAVE
* OF COURT TO WITHDRAW AS
* COUNSEL

*

* FILED ON BEHALF OF: Plaintiff

*

*

* COUNSEL OF RECORD FOR THIS

* PARTY:

* David C. Mason
* Superior Court I.D. 39180
* MASON LAW OFFICE
* 200 N. Front St., Suite 201
* P.O. Box 28
* Philipsburg PA 16866
* (814) 342-2240

FILED

JUN 19 2013
m110:43 no cc
William A. Shaw, Prothonotary
Prothonotary/Clerk of Courts
mason

62

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

PIERRE BOUMERHI, DMD

*

* No. 2006-399-CD

*

*

*

Plaintiff

vs.

KAI-YING LIANG,

*

*

*

*

Defendant

*

*

MOTION FOR LEAVE OF COURT

TO WITHDRAW AS COUNSEL

AND NOW, comes David C. Mason, Attorney for the Plaintiff in the above captioned matter who files this Motion for Leave of Court to Withdraw as Counsel and in support thereof avers as follows:

1. Commencing in 2006, Movant served as counsel for Plaintiff in the above captioned matter, as well as another, unrelated matter.
2. Pleadings were filed and Depositions were conducted.
3. No docket activity occurred since 2006.
4. In 2007, Plaintiff terminated Movant's representation in the other unrelated matter. At or about the same time Defendant was reported to have relocated to Taiwan.
5. Under date of May 22, 2013, Movant wrote to Plaintiff inquiring into the status of this matter as well as furnishing Plaintiff with a copy of an Order dated May 16, 2013, said

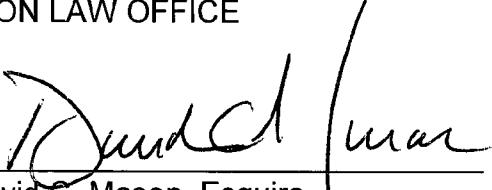
Order scheduled a status conference for June 27, 2013, in this matter. To date, no response has been received.

6. The relationship between the Plaintiff and the Movant is strained and further representation of Plaintiff by Movant would be extremely difficult if not entirely impossible.

WHEREFORE, Movant prays for leave of Court to file the attached Praeclipe to Withdraw as Counsel.

Respectfully submitted,

MASON LAW OFFICE

By 

David C. Mason, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

PIERRE BOUMERHI, DMD

*

* No. 2006-399-CD

Plaintiff

*

VS.

*

KAI-YING LIANG,

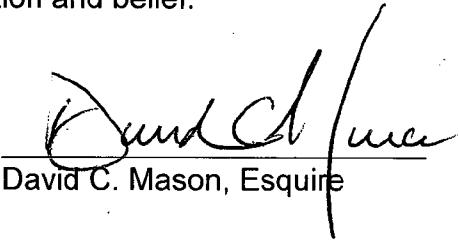
*

Defendant

*

AFFIDAVIT

DAVID C. MASON, ESQUIRE, who being duly sworn according to law, deposes and says that the facts set forth in the foregoing Motion for Leave to Withdraw As Counsel are true and correct to the best of my knowledge, information and belief.

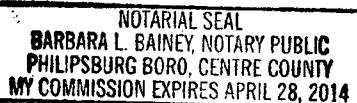


David C. Mason, Esquire

SWORN to and subscribed before

me this 17th day of June,
2013.

Barbara L. Bainey
N.P.



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

PIERRE BOUMERHI, DMD

*

* No. 2006-399-CD

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vs.

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KAI-YING LIANG,

2

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CERTIFICATE OF SERVICE

I, DAVID C. MASON, Esquire, do hereby certify that I served a true and correct copy of a MOTION FOR LEAVE OF COURT TO WITHDRAW AS COUNSEL, filed in the above captioned action on the following individuals by depositing the same in the U. S. Mail, postage prepaid and addressed as follows:

James A. Naddeo, Esquire
207 E. Market Street
P.O. Box 552
Clearfield, PA 16830

Pierre Boumerhi, DMD
439 Spring Street
Houtzdale, PA 16651

DATED: 6-17-13

David C. Mason, Esquire

outzdale, PA 16651

David C. Mason

David C. Mason, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

PIERRE BOUMERHI, DMD

*

* No. 2006-399-CD

Plaintiff

*

*

vs.

*

*

*

KAI-YING LIANG,

*

*

*

Defendant

*

SCHEDULING ORDER

AND NOW, this _____ day of _____, 2013, upon consideration of Movant's Motion For Leave of Court to Withdraw As Counsel, it shall be and it is hereby the Order of this Court that hearing shall be scheduled for the _____ day of _____, 2013, at _____ a.m./p.m., in Courtroom _____ of the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT:

J.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

PIERRE BOUMERHI, DMD

*

* No. 2006-399-CD

Plaintiff

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KAI-YING LIANG,

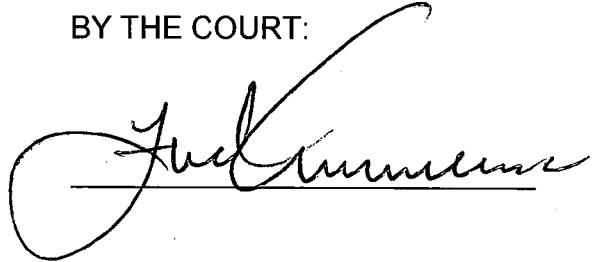
Defendant

*

ORDER

AND NOW, this 19 day of June, 2013, in consideration of the Motion for Leave of Court to Withdraw as Counsel filed in the above captioned matter, it is hereby ORDERED and DECREED that David C. Mason, Attorney for the Plaintiff, Pierre Boumerhi, be permitted to withdraw as counsel for said Plaintiff in this matter.

BY THE COURT:



FILED 1cc ATT
01/10/03 cm Mason
JUN 20 2013
S William A. Shaw
Prothonotary/Clerk of Courts
6K

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION - LAW

PIERRE BOUMERHI, DMD

*
* No. 2006-399-CD

PLAINTIFF

vs.

KAY-YING LIANG,

DEFENDANT

* TYPE OF PLEADING: Praecipe to
* Attach Consent and Joinder of Plaintiff
*
*
* FILED ON BEHALF OF: Plaintiff
*
*
* COUNSEL OF RECORD FOR THIS
* PARTY:
* David C. Mason
* I.D. 39180
* MASON LAW OFFICE
* 200 N. Front St., Suite 201
* P.O. Box 28
* Philipsburg PA 16866
* (814) 342-2240
*

FILED 07/10/2013 10:03am mason
S JUN 25 2013 6K
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION - LAW

PIERRE BOUMERHI, DMD

*
* No. 2006-399-CD

PLAINTIFF

vs.

KAY-YING LIANG,

DEFENDANT

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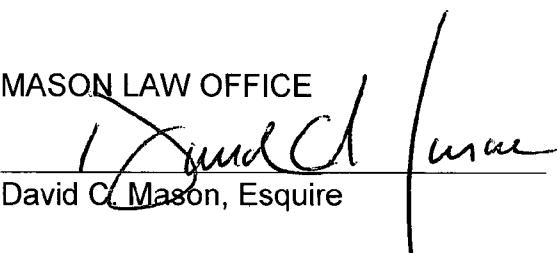
PRAECIPE TO ATTACH ORIGINAL

CONSENT AND JOINDER OF PLAINTIFF

TO THE PROTHONOTARY OF SAID COURT:

Kindly file the attached original Consent and Joinder of Plaintiff to the Petition for
Leave to Withdraw as Counsel filed in the above matter.

MASON LAW OFFICE


David C. Mason, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

PIERRE BOUMERHI, DMD

*

* No. 2006-399-CD

Plaintiff

*

*

vs.

*

*

*

KAI-YING LIANG,

*

*

*

Defendant

*

CONSENT AND JOINDER
OF PLAINTIFF

I, PIERRE BOUMERHI, hereby consent to and join in with the Petition for Leave to Withdraw as Counsel and permit David C. Mason to withdraw as counsel in this matter.

By: 
Pierre Boumerhi, Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION - LAW

PIERRE BOUMERHI, DMD

*
* No. 2006-399-CD
*

PLAINTIFF

vs.

KAY-YING LIANG,

DEFENDANT

*

*

*

*

*

CERTIFICATE OF SERVICE

I, DAVID C. MASON, Esquire, do hereby certify that I served a true and correct copy of a PRAECIPE TO ATTACH CONSENT AND JOINDER OF PLAINTIFF to the PETITION FOR LEAVE TO WITHDRAW AS COUNSEL filed to the above captioned action, by placing the same in the United States mail, postage prepaid and addressed as follows:

James A. Naddeo, Esquire
207 E. Market Street
P.O. Box 552
Clearfield, PA 16830

Pierre Boumerhi, DMD
439 Spring Street
Houtzdale, PA 16651

DATED: 6/25/13

MASON LAW OFFICE

By:

David C. Mason, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

PIERRE BOUMERHI, DMD

Plaintiff

vs.

KAI-YING LIANG,

Defendant

*
* No. 2006-399-CD

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* TYPE OF PLEADING: PRAECIPE TO
* WITHDRAW ENTRY OF APPEARANCE
* AS COUNSEL

*

* FILED ON BEHALF OF: Plaintiff

*

*

* COUNSEL OF RECORD FOR THIS
* PARTY:

* David C. Mason
* Superior Court I.D. 39180
* MASON LAW OFFICE
* 200 N. Front St., Suite 201
* P.O. Box 28
* Philipsburg PA 16866
* (814) 342-2240

FILED 1cc Atty
m/11/37 cm Mason
S JUN 25 2013 Copy to CJA
William A. Shaw
Prothonotary/Clerk of Courts
61

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

PIERRE BOUMERHI, DMD

*

* No. 2006-399-CD

Plaintiff

*

*

vs.

*

*

*

KAI-YING LIANG,

*

*

*

Defendant

*

*

*

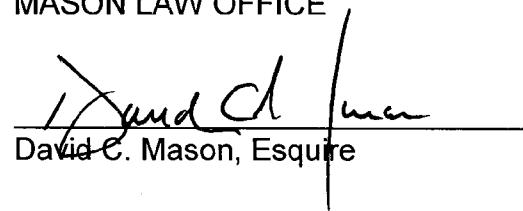
**PRAECIPE TO WITHDRAW ENTRY
OF APPEARANCE AS COUNSEL**

Kindly withdraw my entry of appearance on behalf of the above-named Plaintiff,
filed to the above captioned matter.

Respectfully submitted,

MASON LAW OFFICE

DATED: 6/24/13



David C. Mason, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

PIERRE BOUMERHI, DMD

*

* No. 2006-399-CD

Plaintiff

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vs.

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*

KAI-YING LIANG,

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Defendant

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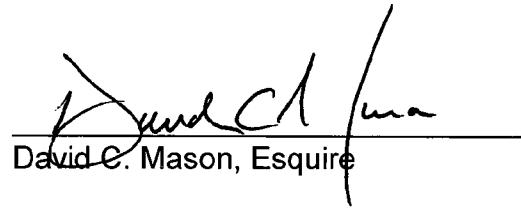
CERTIFICATE OF SERVICE

I, DAVID C. MASON, Esquire, do hereby certify that I served a true and correct copy of a PRAECIPE TO WITHDRAW ENTRY OF APPEARANCE AS COUNSEL, filed in the above captioned action on the following individuals by depositing the same in the U. S. Mail, postage prepaid and addressed as follows:

James A. Naddeo, Esquire
207 E. Market Street
P.O. Box 552
Clearfield, PA 16830

Pierre Boumerhi, DMD
439 Spring Street
Houtzdale, PA 16651

DATED: 6/24/13



David C. Mason, Esquire

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

PIERRE BOUMERHI, DMD)
VS.) NO. 2006-399-CD
KAI-YING LIANG)

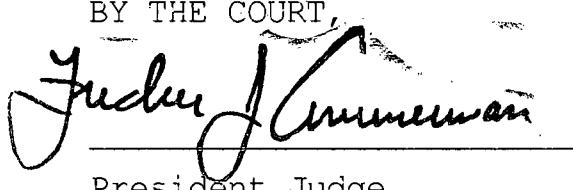
O R D E R

NOW this 27th day of June, 2013, this being the date set for call of List of Inactive Cases; counsel, Ryan P. Sayers, Esquire, for the Defendant, being present; The Court noting that the only docket activity in the case is the filing of the Praeclipe for a Writ of Summons on January 31, 2005. In addition, counsel for the Plaintiff has recently withdrawn from the case.

Accordingly, with no activity in a period of excess of seven (7) years, it is the ORDER of this Court that the matter is hereby dismissed.

The Prothonotary shall code the matter in Full Court as Z-DISPMA.

BY THE COURT,


President Judge

5 **FILED** 2CC Piff
07/02/2013 2CC Athy
Z JUL 02 2013 Naddes
William A. Shaw
Prothonotary/Clerk of Courts 6K

DATE: 7-2-13

 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 02 2013

William A. Shaw
Prothonotary/Clerk of Courts

Pif

298 Spring St
Hautzdale 16651