

CIVIL ACTION

Date		Judge
10/10/2007	New Case Filed.	No Judge
	✓ Filing: Civil Complaint Paid by: Milgrub, Richard H., Esquire Receipt number: 1921012 Dated: 10/10/2007 Amount: \$85.00 (Check) 2CC shff.	No Judge
	Case Filed.	Fredric Joseph Ammerman
12/27/2007	✓ Praecipe For Entry of Appearance, filed on behalf of Richard H. Lewis, Sr., and Shirley N. Lewis, Defendants, enter appearance of Toni M. Cherry, Esquire. 3CC Atty. Cherry	No Judge
	✓ Defendants' Preliminary Objections to Plaintiff's Complaint, filed by s/ Toni M. Cherry, Esquire. 3 CC Atty. T. Cherry	No Judge
12/28/2007	✓ Petition to Enjoin Possible Sale of Real Property and Franchise in Dispute, filed by s/ Richard H. Milgrub, Esquire. 1CC Atty. Milgrub	No Judge
	✓ Amended Complaint, filed by s/ Richard H. Milgrub, Esquire. 1CC Atty. Milgrub	No Judge
1/2/2008	✓ Certificate of Service, filed. That a certified copy of Plaintiff's Amended Complaint was served upon Toni M. Cherry, Esq., by first class mail on this 28th day of December 2007, filed by s/ Richard H. Milgrub Esq. No CC.	No Judge
	✓ Order, this 2nd day of Jan., 2008, upon consideration of the Plaintiff's Petition to Enjoin Possible Sale of Real Property and Franchise in Dispute, it is Ordered that hearing on said Petition be scheduled for the 25th day of Feb., 2008 at 1:30 p.m. in Courtroom 1. by the Court, /s/ Fredric J. Ammerman, pres. Judge. 1CC Atty. Milgrub	Fredric Joseph Ammerman
1/8/2008	✓ Certificate of Service, filed. That a certified copy of Plaintiff's Petition for Contempt and Order scheduling hearing for February 25, 2008 at 1:30 p.m. was served upon Toni M. Cherry Esq., by regular first class mail on this 7th day of January 2008, filed by s/ Richard H. Milgrub Esq. No CC.	Fredric Joseph Ammerman
1/23/2008	✓ Ten-Day Notice of Default Judgment, Important Notice, dated January 23, 2008, filed by s/ Richard H. Milgrub Esq. 1CC Atty Milgrub.	Fredric Joseph Ammerman
1/28/2008	✓ Certificate of Service, filed. That a certified copy of Plaintiff's Ten-Day Notice of Default Judgment was served upon Toni M. Cherry Esq. by first class mail on this 23rd day of January 2008, filed by s/ Richard H. Milgrub Esq. NO CC.	Fredric Joseph Ammerman
2/4/2008	✓ Answer to Amended Complaint, New Matter and Counterclaim, filed by s/ Toni M. Cherry, Esquire. 3CC Atty. T. Cherry	Fredric Joseph Ammerman
2/6/2008	✓ Sheriff Return, October 18, 2007 at 1:55 pm Served the within Complaint on Richard H. Lewis Sr. by handing to Shirley Lewis. October 18, 2007 at 1:55 pm Served the within Complaint on Shirley N. Lewis by handing to Shirley Lewis. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm Shff Hawkins costs pd by Milgrub \$62.84	Fredric Joseph Ammerman
2/25/2008	✓ Answer to New Matter and answer to Counterclaim, filed by s/ Richard H. Milgrub, Esquire. 1CC Atty.	Fredric Joseph Ammerman
2/28/2008	✓ Certificate of Service, filed. That on the 26th day of February 2008, a true and correct copy of Plaintiff's Answer to New Matter and Answer to Counterclaim was served on Toni M. Cherry Esq., by first class mail, filed by s/ Richard H. Milgrub Esq. NO CC.	Fredric Joseph Ammerman

CIVIL ACTION

Date		Judge
4/1/2008	✓ Stipulation And Consent Order, this 1st day of April, 2008, upon agreement of the parties, Defendants are enjoined in the sale of said disputed real estate and Dairy Queen franchise until the pending civil suit has been resolved. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 5CC Atty. Milgrub	Fredric Joseph Ammerman
5/27/2008	✓ Request for Production of Documents, filed by s/ Richard H. Milgrub Esq. 2CC Atty Milgrub.	Fredric Joseph Ammerman
10/1/2008	✓ Motion for Compliance, filed by s/ Richard H. Milgrub Esq. 1CC Atty Milgrub.	Fredric Joseph Ammerman
10/6/2008	✓ Order, this 6th day of Oct., 2008, upon consideration of the Plaintiff's Motion for Compliance, it is Ordered that a hearing on said Motion be scheduled for the 12th day of Nov., 2008, at 9:00 a.m. in Courtroom 1. 1 hour has been allotted for hearing. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC to Atty.	Fredric Joseph Ammerman
10/15/2008	✓ Certificate of Service, Plaintiff's Motion for Compliance and Order scheduling hearing for November 12, 2008, at 9:00 a.m. upon Toni M. Cherry, Esq., filed by s/Richard H. Milgrub, Esq. No CC	Fredric Joseph Ammerman
11/12/2008	✓ Response to Request For Production of Documents, filed by s/ Toni M. Cherry, Esquire. 3CC Atty. T. Cherry	Fredric Joseph Ammerman
11/14/2008	✓ Response to Request For Production of Documents, filed by s/ Toni M. Cherry, esquire. no CC	Fredric Joseph Ammerman
4/15/2009	✓ Praecept to Withdraw/Enter Appearance, on behalf of Plaintiff, Dennis G. Doksa, withdraw appearance of Richard H. Milgrub, Esquire, and enter appearance of Jeffrey S. DuBois, Esquire. No CC	Fredric Joseph Ammerman
6/19/2009	✓ Certificate of Readiness for Non-Jury Trial, filed by s/ Jeffrey S. DuBois, Esquire. 2CC Atty DuBois	Fredric Joseph Ammerman
6/29/2009	✓ Order, AND NOW, this 29th day of June, 2009, a pre-trial conference is scheduled for September 4, 2009, at 10:30 a.m. BY THE COURT: /s/Fredric J. Ammerman, P.J. One CC Attorneys T. Cherry and DuBois	Fredric Joseph Ammerman
9/8/2009	✓ Order, this 4th day of Sept., 2009, following pre-trial conference, it is Ordered that Non-Jury Trial is scheduled for Jan. 26 and 27, 2010 commencing at 9:00 a.m. (see original). By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: DuBois, T. Cherry	Fredric Joseph Ammerman
1/28/2010	✓ Order, this 26th day of Jan., 2010, the parties having reached a resolution of all matters without need for litigation before the court and desiring that their agreement be entered as an Order of Court, it is Ordered: (see original). By The Court, /s/ Charles C. Brown, Jr., Senior Judge Specially Presiding. 2CC Attys: T. Cherry, DuBois	Charles C. Brown Jr.
	ROA for statistical purposes only.	Fredric Joseph Ammerman
6/10/2010	✓ Petition to Enforce Settlement, filed by s/ Jeffrey S. DuBois, Esquire. 3 CC to Atty.	Fredric Joseph Ammerman
6/17/2010	✓ Order this 16th day of June 2010, upon consideration of the Plaintiff's Petition to Enforce Settlement, that a hearing shall be conducted on the 18th day of August 2010 at 1:30 pm. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 3CC Atty DuBois.	Fredric Joseph Ammerman

CIVIL ACTION

Date		Judge
8/24/2010	✓ Order this 18th day of August 2010, following hearing on the Plaintiff's Petition to Enforce Settlement, payment issue has previously been resolved, hearing on said Petition be and is hereby scheduled for 9:30 am on Friday, December 3, 2010. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 1CC Attys: DuBois and T. Cherry.	Fredric Joseph Ammerman
12/10/2010	✓ Order, AND NOW, this 3rd day of December, 2010, following argument on Plaintiff's Petition to Enforce Settlement, Order that matter is continued until April 4, 2011. BY THE COURT: /s/Fredric J. Ammerman, P.J. Two CC Attorneys DuBois and T. Cherry	Fredric Joseph Ammerman
3/9/2011	Transcript of Proceedings, Plaintiff's Petition to Declare and Enforce a Constructive Trust, December 3, 2010, Part 1 of 2, filed.	Fredric Joseph Ammerman
	Transcript of Proceedings, Plaintiff's Petition to Declare and Enforce a Constructive Trust, January 12, 2011, Part 2 of 2, filed.	Fredric Joseph Ammerman
	Transcript of Proceedings held before the Honorable Charles C. Brown, Jr., Senior Judge, Specially Presiding, January 26, 2010, filed.	Fredric Joseph Ammerman
	Transcript of Proceedings, Plaintiff's Petition to Enforce Settlement, August 18, 2010, filed.	Fredric Joseph Ammerman
	Transcript of Proceedings, Plaintiff's Petition to Enforce Settlement, December 3, 2010, filed.	Fredric Joseph Ammerman
8/17/2011	✓ Petition For Hearing to Enforce Settlement, filed by s/ Jeffrey S. DuBois, Esq. 4CC Atty. DuBois	Fredric Joseph Ammerman
8/19/2011	✓ Order this 19th day of August 2010 upon consideration of the Petition for Hearing to Enforce Settlement, a hearing shall be conducted on the 17th day of October 2011 at 2:30 pm. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 3CC Atty.	Fredric Joseph Ammerman
10/19/2011	✓ Order, this 17th of Oct., 2011, Petition filed on behalf of the Plaintiff on Aug. 17, 2011 is hereby dismissed, without prejudice. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys: T. Cherry, DuBois	Fredric Joseph Ammerman
3/29/2012	✓ Petition to Enforce Settlement, filed by s/ Jeffrey S. DuBois, Esq. 3CC Atty. DuBois	Fredric Joseph Ammerman
4/3/2012	✓ Order, this 29th of March, 2012, a hearing Re: Plaintiff's Petition to Enforce Settlement is scheduled on the 4th of May, 2012 at 9:00 a.m. Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 3CC Atty. DuBois	Fredric Joseph Ammerman
5/8/2012	✓ Order, this 4th of May, 2012, this being the date set for hearing on Contempt Petition, it is Ordered that this hearing is rescheduled to July 30, at 1:30 p.m. Courtroom 1. It is further ordered that Jeffrey S. Dubois, Esq. shall subpoena IRS Agent to testify at the hearing. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys: DuBois, T. Cherry	Fredric Joseph Ammerman
7/30/2012	✓ Answer to Petition to Enforce Settlement, filed by s/ Toni M. Cherry, Esq. 3CC Atty. Cherry	Fredric Joseph Ammerman
7/31/2012	✓ Order, this 30th of July, 2012, it is Ordered that both parties have no more than 7 days from this date in which to provide the Court with a proposed Order as to items that the Court should order the other party to provide. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys; T. Cherry, DuBois	Fredric Joseph Ammerman

CIVIL ACTION

Date		Judge
7/31/2012	✓ Order, this 30th of July, 2012, additional hearing is scheduled for Oct. 12, 2012 at 1:30 p.m. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: DuBois, T. Cherry	Fredric Joseph Ammerman
8/14/2012	✓ Order this 10th day of August 2012, the Courts directed that Plaintiff provide the following documents and information to Defendants' counsel within thirty (30) days from the date hereof: (in re: tax returns). BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 1CC Attys: T. Cherry and DuBois.	Fredric Joseph Ammerman
10/16/2012	✓ Order, this 15th of Oct., 2012, pursuant to paragraphs 2 and 3 of this Court's Order of Jan. 26, 2010, it is Ordered: (see original). By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys: T. Cherry, DuBois	Fredric Joseph Ammerman
10/18/2012	✓ Order, this 17th of Oct., 2012, telephone conferences are scheduled for Dec. 21, 2012 at 9:00 a.m.; Jan. 21, 2013 at 9:00 a.m.; and Feb. 13, 2013 at 1:30 p.m. in Judge's Chambers. by The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: DuBois, T. Cherry	Fredric Joseph Ammerman
10/23/2012	✓ Amended Order, filed Cert. to Atty's DuBois and Cherry NOW, this 23rd day of October, 2012, RE: Court Order dated 17, 2012, Amended See Original.	Fredric Joseph Ammerman
	✓ Amended Order, filed Cert. to Atty's DuBois and Cherry NOW, this 23rd day of October, 2012, RE: Order dated October 15, 2012 Amended See Original.	Fredric Joseph Ammerman
11/6/2012	✓ Order, this 5th of Nov., 2012, the telephone Status Conference is re-scheduled to Dec. 10, 2012 at 1:30 p.m. in Judge's Chambers. By The court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: DuBois, Cherry	Fredric Joseph Ammerman
2/15/2013	✓ Order, this 15th of Feb., 2013, following status conference on Feb 13, 2013, it is Ordered that 3 additional telephone conferences shall be scheduled for March 25, 2013 at 11:30 a.m.; May 10, 2013 at 1:45 pm; and June 19, 2013 at 1:45 PM. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. CC to Attys: Dubois, T. Cherry	Fredric Joseph Ammerman
5/7/2013	✓ Order this 6 day of May 2013 due to scheduling conflict, Telephone Status Conference previously scheduled for June 19, 2013 shall be re-scheduled for June 27, 2013 at 11:45 am. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 2CC Attys: DuBois and T. Cherry.	Fredric Joseph Ammerman
1/21/2014	✓ Order this 14th day of January 2014; it is the ORDER tha Plaintiff's Petition to Enforce Settlement is scheduled for February 19, 2014 at 10:00. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 2CC Atty DuBois and T. Cherry.	Fredric Joseph Ammerman
2/21/2014	✓ Order, this 18th of Feb., 2014, the hearing for Feb. 19, 2014 is rescheduled to June 5, 2014 at 9:00 a.m. in Courtroom 1. By the Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC attys: DuBois, T. Cherry	Fredric Joseph Ammerman
3/24/2014	✓ Motion For Continuance, filed by s/ Toni M. Cherry, Esq. 2CC Atty. Cherry	Fredric Joseph Ammerman
3/26/2014	✓ this 25th day of March, 2014, Motion for Continuance is hereby Granted shall be continued to the 10th day of June, 2014, at 9:00 o'clock a.m. in Courtroom No. 1. BY THE COURT: /S/FREDRIC J. AMMERMAN, P. JUDGE. 2cc Atty. Cherry.	Fredric Joseph Ammerman

CIVIL ACTION

Date		Judge
3/26/2014	✓ Order, this 25th day of March, 2014, Motion for Continuance is hereby GRANTED, hearing shall be continued to the 10th day of June, 2014, at 9:00 o'clock a.m. in Courtroom No. 1. BY THE COURT: /s/ FREDRIC J. AMMERMAN, P. JUDGE, 2cc Atty. Cherry.	Fredric Joseph Ammerman
6/10/2014	✓ Motion to Dismiss Plaintiff's Petitions to Enforce Settlement and Petitions to Hold Defendants in Contempt, filed by s/ Toni M. Cherry, Esq. 5CC Atty. T. Cherry	Fredric Joseph Ammerman
6/11/2014	✓ Order, this 10th of June, 2014, after taking of some testimony regading Plaintiff's Petition to Enforce Settlement and upon consideration of Defendant's Motion to Dismiss Plaintiff's Petitions to Enforce Settlement and Petitions to Hold Defendants in Contempt, it is Ordered that further hearing on said motions shall be scheduled for Sept. 17, 2014 at 1:30 p.m. in Courtroom 1. Plaintiff, Defendants, and their counsel must be present for this hearing, or suffer contempt sanctions which may include dismissal of parties' petitions/motions. By the Court, /s/ Fredric J. Ammerman, Pres. Judge. 3CC Atty. T. Cherry	Fredric Joseph Ammerman
6/27/2014	✓ Plaintiff's Response to Defendants' Motion to Dismiss Plaintiff's Petitions to Enforce Settlement and Petition to Hold Defendants in Contempt, filed by s/ Jeffrey S. DuBois, Esq. 3CC Atty. DuBois	Fredric Joseph Ammerman
7/2/2014	✓ Petition to Enforce Settlement, filed by s/ Jeffrey S. DuBois, Esq. 3CC Atty. DuBois	Fredric Joseph Ammerman
7/9/2014	✓ Order, this 3rd of July, 2014, at 1:30 p.m. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 3CC Atty. DuBois	Fredric Joseph Ammerman
9/22/2014	✓ Order, this 19th day of September, 2014, it is the ORDER of this Court that hearing on Petition to Enforce Settlement and Defendants' Motion to Dismiss be rescheduled to 11th day of February, 2015 at 1:30 pm. in Courtroom No. 1. No further continuances will be granted. BY THE COURT:/s/ FREDRIC J. AMMERMAN, President Judge. 1cc Atty's DuBois, T. Cherry.	Fredric Joseph Ammerman
	✓ Motion for Continuance, filed by s/ Toni M Cherry Esq. 2CC Atty T. Cherry.	Fredric Joseph Ammerman
	✓ Order this 17th day of September 2014, in consideration of the accompanying Motion for Continuance, the hearing scheduled for September 17, 2014 is hereby continued and will be rescheduled to a date at least four months from today's date. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 2CC Atty T. Cherry.	Fredric Joseph Ammerman

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

DENNIS G. DOKSA,
Plaintiff

-vs-

RICHARD H. LEWIS, SR. and
SHIRLEY N. LEWIS,
Defendants

*
*
*
*
*
*
*

No. 2007-1651-CD

Type of Action:
Civil

Type of Pleading:
Complaint

Filed on Behalf of:
Plaintiff

Counsel of Record for this
Party:

Richard H. Milgrub, Esquire
Supreme Court I.D. 19865

211 North Second Street
Clearfield, PA 16830
(814) 765-1717

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830
—
109 NORTH BRADY STREET
DUBOIS, PA 15801

FILED

O 1:18 P.M. 6K

OCT 10 2007

William A. Shaw
Prothonotary/Clerk of Courts

2 CC TO Sheriff

Atty Paid 85.00

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

DENNIS G. DOKSA,
Plaintiff

-vs-

RICHARD H. LEWIS, SR. and
SHIRLEY N. LEWIS,
Defendants

*
*
*
*
*
*
*

No.

NOTICE

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. 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
(814) 765-2641

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

109 NORTH BRADY STREET
DUBOIS, PA 15801

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

DENNIS G. DOKSA,
Plaintiff

-vs-

RICHARD H. LEWIS, SR. and
SHIRLEY N. LEWIS,
Defendants

*
*
*
* No.
*
*
*

COMPLAINT

AND NOW, comes the Plaintiff, Dennis G. Doksa, by and through his attorney, Richard H. Milgrub, Esquire, who files the following Complaint and in support thereof, avers the following:

1. Plaintiff is Dennis G. Doksa, an adult individual residing at 60 Main Street, #174, Falls Creek, Pennsylvania 15840.
2. Defendants, Richard H. Lewis, Sr. and Shirley N. Lewis, husband and wife, are adult individuals presently residing at 25 North 6th Street, DuBois, Pennsylvania 15801.
3. At all times mentioned herein, Defendants were and still are the owners of the premises described in the Deed attached hereto and marked Exhibit "A".
4. During the month of November, 1993, Plaintiff and Defendants entered into negotiations concerning the purchase of the premises described above and the franchise to Debi's Dairy Queen for a total price of Six hundred thousand dollars (\$600,000.00).
6. The Defendant, Richard H. Lewis, Sr., in his own

handwriting, then reduced the terms that were agreed upon into a written agreement. Attached hereto and marked Exhibit "B" is a copy of said agreement along with a survey map showing the property to be conveyed.

7. The Plaintiff signed said agreement, presented it to his wife, Deborah N. Doksa, step-daughter of Richard H. Lewis, Sr. and daughter of Shirley N. Lewis, with the understanding that she would be signing it and then presenting it to the Defendants.

8. The Plaintiff never received a signed copy of the agreement, but pursuant to said agreement, paid the Defendants the initial Forty thousand dollars (\$40,000.00) as the first installment plus an additional Twenty thousand dollars (\$20,000.00) Sixty thousand dollars toward future payments.

9. Upon receipt of Plaintiff's downpayment, Defendants delivered possession of the premises to Plaintiff pursuant to the terms of the agreement and Plaintiff proceeded to operate Debi's Dairy Queen with his wife, Deborah N. Doksa, and to reside on the premises located on the same property.

10. Plaintiff has had the continuous and exclusive possession of the property under the agreement for a period in excess of fourteen years (14).

11. During that fourteen-year period (14), the Plaintiff has made numerous improvements on the property.

12. For the past fourteen years (14), the Defendants have not challenged the Plaintiff's right to said property and operation of Debi's Dairy Queen.

13. For the past fourteen years (14), the Plaintiff has complied with the terms as set forth in the agreement.

14. For the past fourteen years (14), with the exception of the first year, pursuant to the agreement, the Plaintiff has paid the Defendants Forty thousand dollars (\$40,000.00) in cash per year, specifically specified by the Defendants, usually on Father's Day of each year.

15. Since the date of the parties' agreement, Plaintiff has always been and now is ready and willing to comply with all and singular the terms on his part to be kept and performed.

16. There is only one (1) more payment to be made before the property and the franchise were to be transferred to the Plaintiff and Plaintiff's wife, Deborah N. Doksa.

17. On July 19, 2007, Deborah N. Doksa filed for divorce from the Plaintiff.

18. On July 24, 2007, the Defendant, Richard H. Lewis, Sr., notified the Plaintiff that he was no longer allowed on the premises and that he had to vacate the premises immediately.

19. Plaintiff has always been in compliance with the terms of the agreement and the Defendant, Richard H. Lewis, Sr.'s, actions were unwarranted.

20. Plaintiff believes that a rescission of the contract would be inequitable and unfair since the property

including the Dairy Queen franchise is now worth considerably more than the agreed-upon purchase price.

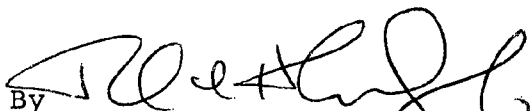
WHEREFORE, Plaintiff prays:

a. that Defendants be enjoined, preliminarily until final hearing and permanently thereafter, from mortgaging or encumbering the property in any way, and from selling or conveying the same or any part thereof to any person other than the Plaintiff;

b. that Defendants be ordered to specifically perform the parties' agreement and by good and sufficient deed convey the premises and every part thereof with marketable title and free of all encumbrances to Plaintiff and Plaintiff's wife, Deborah N. Doksa, in fee simple and legally sign, seal, acknowledge and deliver the deed to Plaintiff in proper legal form, and accept in consideration thereof the agreed purchase price which Plaintiff now here offers;

c. that Defendants be Ordered to specifically convey the DuBois Dairy Queen franchise to the Plaintiff and Plaintiff's wife, Deborah N. Doksa; and

c. such other general relief as may be just and proper.

By 
Richard H. Milgrub, Esquire
Attorney for Plaintiff

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

109 NORTH BRADY STREET
DUBOIS, PA 15801

AGREEMENT

1. RICHARD M. LEWIS, SR. AND SHIRLEY N. LEWIS ARE THE OWNERS OF ALL PROPERTY DESCRIBED HEREIN AND SHALL BE REFERRED TO AS THE "OWNERS" AND/OR THE "LESSORS" FOR PURPOSES OF THIS AGREEMENT.

2. DENNIS G. DOESA AND DEBORAH N. BETON SHALL BE REFERRED TO AS THE "LESSEES" FOR PURPOSES OF THIS AGREEMENT.

3. THE PROPERTY WHICH IS THE SUBJECT OF THIS AGREEMENT IS THE DAIRY QUEEN STORE AND THE 1 STORY FRAME DWELLING AND FRAME GARAGE WEST OF THE DAIRY QUEEN STORE AS SHOWN ON THE ATTACHED PLAN. ONLY THE LAND IN THE IMMEDIATE VICINITY OF THE 3 DESCRIBED STRUCTURES AND AS OUTLINED IN RED ON THE ATTACHED PLAN IS TO BE CONSIDERED AS PART OF THIS AGREEMENT. OWNERS SHALL HAVE RIGHT OF ACCESS OVER THIS PARCEL TO ACCESS OTHER LANDS OF OWNERS WHICH BORDER THIS PARCEL ON THE WEST SIDE AND ON THE SOUTH SIDE.

4. DURING THE PERIOD OF THIS AGREEMENT THE LESSEES SHALL HAVE THE RIGHT TO OPERATE THE DAIRY QUEEN STORE AND TO RESIDE IN THE DWELLING AND OCCUPY THE GARAGE IN ACCORDANCE WITH THE FOLLOWING TERMS:

A. ALL OPERATIONS OF THE DAIRY QUEEN STORE SHALL BE CONDUCTED IN ACCORDANCE WITH ALL REQUIREMENTS OF INTERNATIONAL DAIRY QUEEN, INC. AND IN ACCORDANCE WITH THE EXISTING FRANCHISE AGREEMENT BETWEEN THE OWNERS AND IDQ, INC.

B. LESSEES SHALL BE RESPONSIBLE FOR ALL COSTS INCURRED IN CONDUCTING BUSINESS IN ACCORDANCE WITH THE ABOVE INCLUDING ALL LABOR, MATERIAL, MAINTENANCE AND REPLACEMENT COSTS, REAL ESTATE TAXES, UTILITIES, INSURANCE PROVIDING AT LEAST AS MUCH COVERAGE AS THAT CURRENTLY CARRIED BY THE OWNERS, LICENSES, FEES AND ALL OTHER COSTS RELATED TO RESIDING AT AND CONDUCTING BUSINESS AT THIS LOCATION. THERE SHALL BE NO COSTS PAYABLE BY THE

SEE OUTLINE
IS MY COPY. IS
THE AMOUNT OF
YOU RECEIVED
THE D.Q.

OWNERS, FOR ANY REASON, AT THIS LOCATION, THROUGHOUT THE
B. PERIOD OF THIS AGREEMENT.

C. THE DAIRY QUEEN STORE SHALL BE OPEN AT LEAST
6 CONSECUTIVE MONTHS EACH YEAR INCLUDING, AS MINIMUM,
THE MONTHS OF APRIL THROUGH SEPTEMBER.

D. THE STORE SHALL BE STAFFED AND MAINTAINED,
INCLUDING EQUIPMENT REPAIRS AND/OR REPLACEMENT AND/OR
THE ADDITION OF NEW EQUIPMENT AS REQUIRED, IN A
MANNER THAT WILL RESULT IN THE SALE OF NOT
LESS THAN 6000 GALLONS OF APPROVED DAIRY QUEEN
MIX ANNUALLY. HOW MANY GALLON IN 93

E. ALL BUILDINGS AND GROUNDS SHALL BE KEPT IN
A GOOD STATE OF REPAIR AND KEPT PRESENTABLE
IN APPEARANCE IN A MANNER WHICH WILL AT
LEAST MEET THE MINIMUM REQUIREMENTS OF IDQ
RELATING TO SUCH ITEMS.

F. NO BUSINESS OTHER THAN THE MANUFACTURE AND
SALE OF APPROVED DAIRY QUEEN PRODUCTS MAY BE
CONDUCTED IN OR IN THE VICINITY OF THE DAIRY
QUEEN STORE AND ADJACENT PARKING AREAS.

G. NO PART OF THE ENTIRE PROPERTY OR BUILDINGS WHICH
ARE THE SUBJECT OF THIS AGREEMENT MAY BE SUBLET
TO ANY OTHER PERSONS FOR ANY REASON.

IN THE EVENT OF DEATH
OF ONE LESSEE
WHICH THE SHARE
IS TRANSFERRED

(F) OPERATION OF THE DAIRY QUEEN STORE AND/OR RE-
SPONSIBILITY FOR COMPLIANCE WITH THE TERMS OF THIS
AGREEMENT MAY NOT BE TRANSFERRED TO ANY OTHER
PERSON OR PERSONS BY THE LESSEES.

G. LESSEES ARE ENTITLED TO RESIDE IN THE HOUSE
LOCATED AT THIS SITE. OWNERS WILL BE RESPONSIBLE
TO NOTIFY PRESENT TENANTS OF THE HOUSE AND TO
PROVIDE OCCUPANCY TO LESSEES NOT LATER THAN SIX
MONTHS AFTER THE DATE OF THIS AGREEMENT. PRESENT
TENANTS WILL CONTINUE TO PAY THEIR MONTHLY
RENTAL TO OWNERS UNTIL THEY HAVE VACATED THE
HOUSE.

- H. Although owners will continue to maintain current levels of property damage and liability insurance, premiums for which are payable by lessees as stated elsewhere in this agreement, lessees may be held liable for any incidents attributable to the lessees. Owners do not carry insurance on the contents of the house.
- I. A portion of the water, sewer and natural gas facilities serving the subject property are located on lands of Harvey F. Murray, Jr located immediately north of the property covered by this agreement. The owners have the right to enter on the Murray property to maintain and/or replace the existing facilities and the lessees shall also have this right inasmuch as maintenance and replacement of such facilities is the lessees responsibility as stated elsewhere in this agreement.
- J. Except for routine maintenance and repairs, no modifications in excess of \$500.00 may be made to the items covered by this agreement without the consent of the owners.
- K. Invoices or bills which are presented to the owners and which are the responsibility of the lessees under terms of this agreement will be delivered to the lessees on a timely basis so that all may be paid prior to the due date. Lessees shall pay all bills and invoices in accordance with the terms of such bills and invoices. More than 3 exceptions per year to this condition, including late payment and/or non-payment may result in termination of the entire agreement.
- L. Lessees shall reimburse owners for the value of the current dairy queen store inventory and for all real estate taxes and insurance premiums pro-rated to the date of this agreement. Payment for these items is not an part of the monthly rent.

5. IN ADDITION TO THE TERMS AND CONDITIONS STATED ABOVE THE LESSEES SHALL PAY THE OWNERS \$40,000.00 (FORTY THOUSAND DOLLARS), minimum, PER YEAR, IN CASH ONLY, IN ACCORDANCE WITH THE FOLLOWING TERMS:

A. FIRST PAYMENT IS DUE, IN FULL, AT THE DATE OF SIGNING THIS AGREEMENT.

B. SUBSEQUENT PAYMENTS WILL BE DUE JANUARY 1 OF EACH YEAR UNTIL THE SUM OF \$600,000.00 HAS BEEN PAID, OR FOR A PERIOD OF 15 YEARS, WHICHEVER COMES FIRST.

C. THE OWNERS MAY TERMINATE THIS AGREEMENT AT ANY TIME PRIOR TO THE FULL \$600,000.00 (SIX HUNDRED THOUSAND) BEING PAID FOR FAILURE OF LESSEES TO COMPLY WITH ANY TERMS OF THE AGREEMENT.

D. LESSEES MAY TERMINATE THIS AGREEMENT AT ANY TIME DURING THE PERIOD OF THE AGREEMENT PROVIDED THAT ALL PAYMENTS DUE TO DATE HAVE BEEN PAID AND THAT LESSEES PROVIDE OWNERS WRITTEN NOTICE OF THEIR INTENT TO TERMINATE AT LEAST 1 (ONE) YEAR IN ADVANCE OF THE ANTICIPATED TERMINATION DATE. IN CASE OF LESSEES TERMINATION UNDER THIS CLAUSE, LESSEES SHALL PROVIDE OWNERS \$40,000.00 (FORTY THOUSAND DOLLARS) SECURITY TO COVER ANY COSTS, ^{REMAINING UNPAID} INCLUDING FACILITY AND EQUIPMENT REPAIRS AND/OR REPLACEMENT, WHICH CAN BE ATTRIBUTED TO THEIR ^{PERIOD} ~~PERIOD~~ OF OPERATION, AFTER 1 FULL YEAR OF OPERATION AFTER SUCH TERMINATION ANY PORTION OF THE SECURITY, ^{WHICH WAS NOT REQUIRED TO PAY SUCH COSTS} ~~REMAINING~~ WILL BE RETURNED TO THE LESSEES BY THE OWNERS.

E. IF THIS AGREEMENT IS TERMINATED BY EITHER THE OWNERS OR LESSEES IN ACCORDANCE WITH THE ABOVE TERMS PRIOR TO THE FULL \$600,000.00 HAVING BEEN PAID TO THE OWNERS, ALL PAYMENTS RECEIVED PRIOR TO THE TERMINATION SHALL BE CONSIDERED AS LEASE PAYMENTS AND THE LESSEES SHALL HAVE NO

WHAT ABOUT IN THE CH-
TERMINAL ILLNESS OR A CHASU-
LOSS OF LIMBS, BLINDNESS
ETC!

- 5 -

CLAIM TO ANY EQUITY OR INTEREST IN THE SUBJECT
PROPERTY WHATSOEVER AND OWNERS SHALL RETAIN
FULL OWNERSHIP OF ALL PROPERTY AND EQUIPMENT AT
THAT TIME, INCLUDING ANY REPAIRS, MODIFICATIONS
OR REPLACEMENT EQUIPMENT WHICH MAY HAVE BEEN
PROVIDED BY LESSEES DURING THE TERM THEY
LEASED THE SUBJECT PROPERTY.

6. IF THERE IS NO TERMINATION OF THIS AGREEMENT, UNDER
CONDITIONS MENTIONED PREVIOUSLY, PRIOR TO THE FULL
\$600,000.00 (SIX HUNDRED THOUSAND DOLLARS) HAVING BEEN
PAID TO THE OWNERS, THE OWNERS SHALL DELIVER TO
LESSEES A CLEAR DEED AND TITLE TO THE PROPERTY
AND EQUIPMENT WHICH WAS THE SUBJECT OF THIS
AGREEMENT, AT THAT TIME, OWNERS WILL ALSO
TRANSFER
~~TRANSFER~~ THE DAIRY QUEEN FRANCHISE TO THE LESSEES.

7. IF EITHER OF THE LESSEES IS UNABLE TO FULFILL
HIS OR HER OBLIGATION TO THE OWNERS UNDER THIS
AGREEMENT, ^{OR IN THE EVENT OF THE DEATH OF EITHER OF THE LESSEES,} ~~THE~~ ^{REMAINING} LESSEES SHALL BE OBLIGATED
TO FULFILL THE TERMS OF THE AGREEMENT. SINCE
THIS AGREEMENT IS NOT TRANSFERABLE BY THE LESSEES
UNDER ITEM (4.F.) OF THE AGREEMENT, OWNERS SHALL
RETAIN FULL OWNERSHIP AS IN ITEM 5.E. IN THE
EVENT OF THE DEATH OF BOTH LESSEES.

8. IN THE EVENT OF THE DEATH OF ONE OF THE OWNERS,
THE LESSEES, ^{REMAINING} OR ^A LESSEE UNDER ITEM 7, ABOVE, SHALL BE
OBLIGATED TO FULFILL THE TERMS OF THE AGREEMENT
TO THE REMAINING OWNER. IN THE EVENT OF THE
DEATH OF BOTH OWNERS, THE LESSEES OR REMAINING
LESSEE SHALL FULFILL THE TERMS OF THE AGREEMENT
IN ACCORDANCE WITH THE LAST WILL AND TESTAMENT
OF THE OWNERS.

9. THIS IS THE FULL AND COMPLETE AGREEMENT ON THIS MATTER

WITNESS:

SIGNATURE
(PRINT WITNESS NAME)

DATE

SIGNATURE

RICHARD H. LEWIS, SR., OWNER

DATE

SIGNATURE

DATE

SIGNATURE

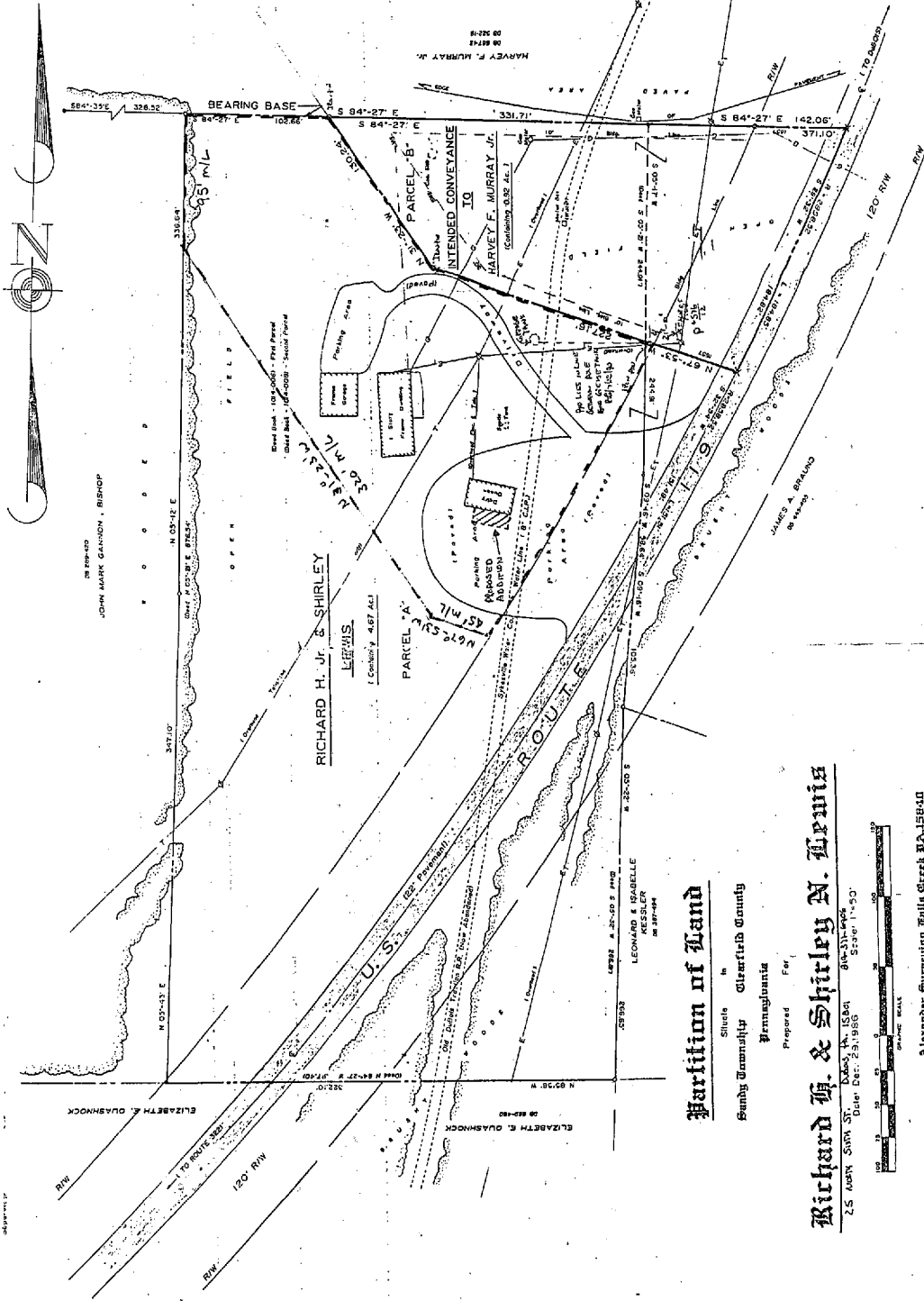
DATE



JOHN MARK GARDNER, BISHOP

LEGEND

- 1" Dia. iron pipe wharves plug set by this survey
- 2" Dia. iron pipe wharves plug set by this survey
- 3" Dia. iron pipe wharves plug set by this survey
- 4" Dia. iron pipe wharves plug set by this survey
- 5" Dia. iron pipe wharves plug set by this survey
- 6" Dia. iron pipe wharves plug set by this survey
- 7" Dia. iron pipe wharves plug set by this survey
- 8" Dia. iron pipe wharves plug set by this survey
- 9" Dia. iron pipe wharves plug set by this survey
- 10" Dia. iron pipe wharves plug set by this survey
- 11" Dia. iron pipe wharves plug set by this survey
- 12" Dia. iron pipe wharves plug set by this survey
- 13" Dia. iron pipe wharves plug set by this survey
- 14" Dia. iron pipe wharves plug set by this survey
- 15" Dia. iron pipe wharves plug set by this survey
- 16" Dia. iron pipe wharves plug set by this survey
- 17" Dia. iron pipe wharves plug set by this survey
- 18" Dia. iron pipe wharves plug set by this survey
- 19" Dia. iron pipe wharves plug set by this survey
- 20" Dia. iron pipe wharves plug set by this survey
- 21" Dia. iron pipe wharves plug set by this survey
- 22" Dia. iron pipe wharves plug set by this survey
- 23" Dia. iron pipe wharves plug set by this survey
- 24" Dia. iron pipe wharves plug set by this survey
- 25" Dia. iron pipe wharves plug set by this survey
- 26" Dia. iron pipe wharves plug set by this survey
- 27" Dia. iron pipe wharves plug set by this survey
- 28" Dia. iron pipe wharves plug set by this survey
- 29" Dia. iron pipe wharves plug set by this survey
- 30" Dia. iron pipe wharves plug set by this survey
- 31" Dia. iron pipe wharves plug set by this survey
- 32" Dia. iron pipe wharves plug set by this survey
- 33" Dia. iron pipe wharves plug set by this survey
- 34" Dia. iron pipe wharves plug set by this survey
- 35" Dia. iron pipe wharves plug set by this survey
- 36" Dia. iron pipe wharves plug set by this survey
- 37" Dia. iron pipe wharves plug set by this survey
- 38" Dia. iron pipe wharves plug set by this survey
- 39" Dia. iron pipe wharves plug set by this survey
- 40" Dia. iron pipe wharves plug set by this survey
- 41" Dia. iron pipe wharves plug set by this survey
- 42" Dia. iron pipe wharves plug set by this survey
- 43" Dia. iron pipe wharves plug set by this survey
- 44" Dia. iron pipe wharves plug set by this survey
- 45" Dia. iron pipe wharves plug set by this survey
- 46" Dia. iron pipe wharves plug set by this survey
- 47" Dia. iron pipe wharves plug set by this survey
- 48" Dia. iron pipe wharves plug set by this survey
- 49" Dia. iron pipe wharves plug set by this survey
- 50" Dia. iron pipe wharves plug set by this survey
- 51" Dia. iron pipe wharves plug set by this survey
- 52" Dia. iron pipe wharves plug set by this survey
- 53" Dia. iron pipe wharves plug set by this survey
- 54" Dia. iron pipe wharves plug set by this survey
- 55" Dia. iron pipe wharves plug set by this survey
- 56" Dia. iron pipe wharves plug set by this survey
- 57" Dia. iron pipe wharves plug set by this survey
- 58" Dia. iron pipe wharves plug set by this survey
- 59" Dia. iron pipe wharves plug set by this survey
- 60" Dia. iron pipe wharves plug set by this survey
- 61" Dia. iron pipe wharves plug set by this survey
- 62" Dia. iron pipe wharves plug set by this survey
- 63" Dia. iron pipe wharves plug set by this survey
- 64" Dia. iron pipe wharves plug set by this survey
- 65" Dia. iron pipe wharves plug set by this survey
- 66" Dia. iron pipe wharves plug set by this survey
- 67" Dia. iron pipe wharves plug set by this survey
- 68" Dia. iron pipe wharves plug set by this survey
- 69" Dia. iron pipe wharves plug set by this survey
- 70" Dia. iron pipe wharves plug set by this survey
- 71" Dia. iron pipe wharves plug set by this survey
- 72" Dia. iron pipe wharves plug set by this survey
- 73" Dia. iron pipe wharves plug set by this survey
- 74" Dia. iron pipe wharves plug set by this survey
- 75" Dia. iron pipe wharves plug set by this survey
- 76" Dia. iron pipe wharves plug set by this survey
- 77" Dia. iron pipe wharves plug set by this survey
- 78" Dia. iron pipe wharves plug set by this survey
- 79" Dia. iron pipe wharves plug set by this survey
- 80" Dia. iron pipe wharves plug set by this survey
- 81" Dia. iron pipe wharves plug set by this survey
- 82" Dia. iron pipe wharves plug set by this survey
- 83" Dia. iron pipe wharves plug set by this survey
- 84" Dia. iron pipe wharves plug set by this survey
- 85" Dia. iron pipe wharves plug set by this survey
- 86" Dia. iron pipe wharves plug set by this survey
- 87" Dia. iron pipe wharves plug set by this survey
- 88" Dia. iron pipe wharves plug set by this survey
- 89" Dia. iron pipe wharves plug set by this survey
- 90" Dia. iron pipe wharves plug set by this survey
- 91" Dia. iron pipe wharves plug set by this survey
- 92" Dia. iron pipe wharves plug set by this survey
- 93" Dia. iron pipe wharves plug set by this survey
- 94" Dia. iron pipe wharves plug set by this survey
- 95" Dia. iron pipe wharves plug set by this survey
- 96" Dia. iron pipe wharves plug set by this survey
- 97" Dia. iron pipe wharves plug set by this survey
- 98" Dia. iron pipe wharves plug set by this survey
- 99" Dia. iron pipe wharves plug set by this survey
- 100" Dia. iron pipe wharves plug set by this survey



Partition of Land

Situate in
County of **Franklin**
State of **Pennsylvania**

Prepared For
Richard H. & Shirley M. Lewis

2.5 Acres, S.W. 1/4, Sec. 15, T. 15N, R. 15W, S. 15E, 15th Township, Franklin County, Pa.
Date: 2/1/1986
Scale: 1"=50'



Prepared by: **Alexander Surveying, Falls Creek, PA 15840**
Surveyed by: **J. L. Alexander, P.E.**
Drawn by: **L. Alexander, P.E.**



BEFORE YOU SIGN
THIS INSTRUMENT
IN PENNSYLVANIA
CALL 800-242-1276
FOR A FREE
COPY OF THE
P.A.C. ACT

FILED

OCT 10 2007

William A. Shaw
Prothonotary/Clerk of Courts

I, Dennis G. Doksa, verify that the statements made in the foregoing Complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

Date: 10-8-07

x Dennis G. Doksa

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

—
109 NORTH BRADY STREET
DUBOIS, PA 15801

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DENNIS G. DOKSA,
Plaintiff

vs.

RICHARD H. LEWIS, SR.,
SHIRLEY N. LEWIS,
Defendants

: No. 2007 - 1651 C.D.
:
: Type of Pleading: CIVIL
:
: Type of Pleading: PRAECIPE TO ENTER
: APPEARANCE
:
: Filed on Behalf of: RICHARD H. LEWIS, SR.,
: and SHIRLEY N. LEWIS, Defendants
:
: Counsel of Record for these Parties:
:
: TONI M. CHERRY, ESQ.
: Supreme Court No.: 30205
:
: GLEASON, CHERRY AND
: CHERRY, L.L.P.
: Attorneys at Law
: P. O. Box 505
: One North Franklin Street
: DuBois, PA 15801
:
: (814) 371-5800

FILED 3cc AH
0/3: SDcm T. Cherry
DEC 27 2007 (6k)

William A. Shaw
Prothonotary/Clerk of Courts

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

DENNIS G. DOKSA,
Plaintiff

vs.

RICHARD H. LEWIS, SR., and
SHIRLEY N. LEWIS,
Defendants

:
:
:
: No. 2007 - 1651 C.D.
:
:
:
:

PRAECIPE TO ENTER APPEARANCE

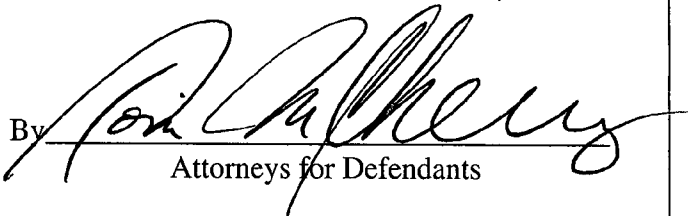
TO WILLIAM A. SHAW, PROTHONOTARY

Sir:

Kindly enter our appearance on behalf of Defendants, RICHARD H. LEWIS, SR., and
SHIRLEY N. LEWIS, in the above-captioned case.

Respectfully submitted,

GLEASON, CHERRY AND CHERRY, L.L.P.

By 
Attorneys for Defendants

Dated: December 27, 2007

14

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

DENNIS G. DOKSA,
Plaintiff

vs.

RICHARD H. LEWIS, SR.,
SHIRLEY N. LEWIS,
Defendants

: No. 2007 - 1651 C.D.
:
: Type of Pleading: CIVIL
:
: Type of Pleading: DEFENDANTS'
: PRELIMINARY OBJECTIONS TO
: PLAINTIFF'S COMPLAINT
:
: Filed on Behalf of: RICHARD H. LEWIS, SR.,
: and SHIRLEY N. LEWIS, Defendants
:
: Counsel of Record for these Parties:
:
: TONI M. CHERRY, ESQ.
: Supreme Court No.: 30205
:
: GLEASON, CHERRY AND
: CHERRY, L.L.P.
: Attorneys at Law
: P. O. Box 505
: One North Franklin Street
: DuBois, PA 15801
:
: (814) 371-5800

FILED 3CC AH
6/3: SDcm T. Cherry
DEC 27 2007 (64)

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DENNIS G. DOKSA,
Plaintiff

vs.

RICHARD H. LEWIS, SR.,
SHIRLEY N. LEWIS,
Defendants

:
:
:
: No. 2007 - 1651 C.D.
:
:
:

DEFENDANTS' PRELIMINARY OBJECTIONS
TO PLAINTIFF'S COMPLAINT

Defendants, RICHARD H. LEWIS, SR., and SHIRLEY N. LEWIS, by their undersigned counsel, GLEASON, CHERRY AND CHERRY, L.L.P., preliminarily object to Plaintiff's Complaint as follows:

MOTION TO STRIKE PURSUANT TO Pa. R.C.P. 1028(a)(2)
FOR FAILURE TO CONFORM TO Pa. R.C.P. 1019(i)

1. Plaintiff filed a Complaint against the Defendants requesting specific performance of an alleged agreement for the conveyance of real estate. A true and correct copy of Plaintiff's Complaint that was served upon the Defendants is attached hereto and made a part hereof as Exhibit "1".

2. That Paragraph 3 of Plaintiff's Complaint avers the following:

At all times mentioned herein, Defendants were and still are the owners of the premises described in the Deed attached hereto and marked Exhibit "A".

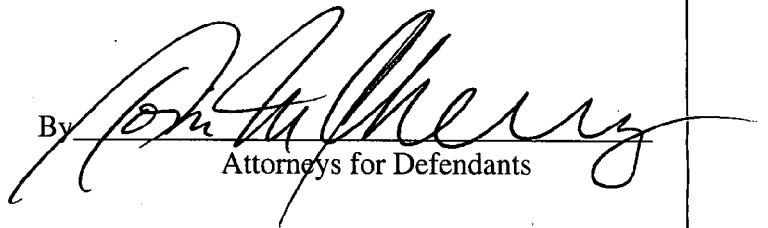
3. That Exhibit "A" attached to Plaintiff's Complaint is not a copy of a deed as alleged.
4. That Plaintiff's Complaint does not even reference a deed book number and page to allow the Defendants to be adequately apprised of the property and deed describing the same referenced in Paragraph 3 of Plaintiff's Complaint.
5. That because Plaintiff's Complaint recites that a copy of the deed is attached and is not, Plaintiff's pleading is in violation of Pa. R.C.P. 1019(i).
6. Under Pa. R.C.P. 1028(a)(2), a party may preliminarily object by way of a motion to strike off a pleading because of lack of conformity to Rule of Court.
7. Plaintiff's Complaint is defective under Pa. R.C.P. 1019(i).
8. Plaintiff's Complaint being defective because it does not include a copy of the deed that is referenced in Paragraph 3 as being attached, it must be stricken.

WHEREFORE, Defendants respectfully request that Plaintiff's Complaint be stricken.

Respectfully submitted,

GLEASON, CHERRY AND CHERRY, L.L.P.

By



Attorneys for Defendants

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

DENNIS G. DOKSA,
Plaintiff

-vs-

RICHARD H. LEWIS, SR. and
SHIRLEY N. LEWIS,
Defendants

*
*
*
*
*
*
*

No. 2007-1651-CD

Type of Action:
Civil

Type of Pleading:
Complaint

Filed on Behalf of:
Plaintiff

Counsel of Record for this
Party:

Richard H. Milgrub, Esquire
Supreme Court I.D. 19865

211 North Second Street
Clearfield, PA 16830
(814) 765-1717

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

OCT 10 2007

Attest.

William A. Brown
Prothonotary/
Clerk of Courts

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

109 NORTH BRADY STREET
DUBOIS, PA 15801

EXHIBIT "1"

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

DENNIS G. DOKSA,
Plaintiff

-vs-

RICHARD H. LEWIS, SR. and
SHIRLEY N. LEWIS,
Defendants

*
*
*
* No.
*
*
*

NOTICE

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. 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
(814) 765-2641

THE LAW OFFICES OF
RICHARD H. MILGRUB
111 NORTH SECOND STREET
CLEARFIELD, PA 16830

109 NORTH BRADY STREET
DUBOIS, PA 15801

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

DENNIS G. DOKSA,
Plaintiff

-VS-

RICHARD H. LEWIS, SR. and
SHIRLEY N. LEWIS,
Defendants

*
*
*
*
*
*
*

No.

COMPLAINT

AND NOW, comes the Plaintiff, Dennis G. Doksa, by and through his attorney, Richard H. Milgrub, Esquire, who files the following Complaint and in support thereof, avers the following:

1. Plaintiff is Dennis G. Doksa, an adult individual residing at 60 Main Street, #174, Falls Creek, Pennsylvania 15840.
2. Defendants, Richard H. Lewis, Sr. and Shirley N. Lewis, husband and wife, are adult individuals presently residing at 25 North 6th Street, DuBois, Pennsylvania 15801.
3. At all times mentioned herein, Defendants were and still are the owners of the premises described in the Deed attached hereto and marked Exhibit "A".
4. During the month of November, 1993, Plaintiff and Defendants entered into negotiations concerning the purchase of the premises described above and the franchise to Debi's Dairy Queen for a total price of Six hundred thousand dollars (\$600,000.00).
6. The Defendant, Richard H. Lewis, Sr., in his own

handwriting, then reduced the terms that were agreed upon into a written agreement. Attached hereto and marked Exhibit "B" is a copy of said agreement along with a survey map showing the property to be conveyed.

7. The Plaintiff signed said agreement, presented it to his wife, Deborah N. Doksa, step-daughter of Richard H. Lewis, Sr. and daughter of Shirley N. Lewis, with the understanding that she would be signing it and then presenting it to the Defendants.

8. The Plaintiff never received a signed copy of the agreement, but pursuant to said agreement, paid the Defendants the initial Forty thousand dollars (\$40,000.00) as the first installment plus an additional Twenty thousand dollars (\$20,000.00) Sixty thousand dollars toward future payments.

9. Upon receipt of Plaintiff's downpayment, Defendants delivered possession of the premises to Plaintiff pursuant to the terms of the agreement and Plaintiff proceeded to operate Debi's Dairy Queen with his wife, Deborah N. Doksa, and to reside on the premises located on the same property.

10. Plaintiff has had the continuous and exclusive possession of the property under the agreement for a period in excess of fourteen years (14).

11. During that fourteen-year period (14), the Plaintiff has made numerous improvements on the property.

12. For the past fourteen years (14), the Defendants have not challenged the Plaintiff's right to said property and operation of Debi's Dairy Queen.

13. For the past fourteen years (14), the Plaintiff has complied with the terms as set forth in the agreement.

14. For the past fourteen years (14), with the exception of the first year, pursuant to the agreement, the Plaintiff has paid the Defendants Forty thousand dollars (\$40,000.00) in cash per year, specifically specified by the Defendants, usually on Father's Day of each year.

15. Since the date of the parties' agreement, Plaintiff has always been and now is ready and willing to comply with all and singular the terms on his part to be kept and performed.

16. There is only one (1) more payment to be made before the property and the franchise were to be transferred to the Plaintiff and Plaintiff's wife, Deborah N. Doksa.

17. On July 19, 2007, Deborah N. Doksa filed for divorce from the Plaintiff.

18. On July 24, 2007, the Defendant, Richard H. Lewis, Sr., notified the Plaintiff that he was no longer allowed on the premises and that he had to vacate the premises immediately.

19. Plaintiff has always been in compliance with the terms of the agreement and the Defendant, Richard H. Lewis, Sr.'s, actions were unwarranted.

20. Plaintiff believes that a rescission of the contract would be inequitable and unfair since the property

including the Dairy Queen franchise is now worth considerably more than the agreed-upon purchase price.

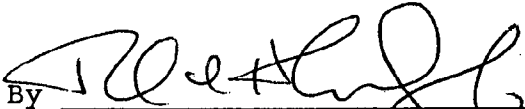
WHEREFORE, Plaintiff prays:

a. that Defendants be enjoined, preliminarily until final hearing and permanently thereafter, from mortgaging or encumbering the property in any way, and from selling or conveying the same or any part thereof to any person other than the Plaintiff;

b. that Defendants be ordered to specifically perform the parties' agreement and by good and sufficient deed convey the premises and every part thereof with marketable title and free of all encumbrances to Plaintiff and Plaintiff's wife, Deborah N. Doksa, in fee simple and legally sign, seal, acknowledge and deliver the deed to Plaintiff in proper legal form, and accept in consideration thereof the agreed purchase price which Plaintiff now here offers;

c. that Defendants be Ordered to specifically convey the DuBois Dairy Queen franchise to the Plaintiff and Plaintiff's wife, Deborah N. Doksa; and

c. such other general relief as may be just and proper.

By 
Richard H. Milgrub, Esquire
Attorney for Plaintiff

THE LAW OFFICES OF
RICHARD H. MILGRUB
111 NORTH SECOND STREET
CLEARFIELD, PA 16830

109 NORTH BRADY STREET
DUBOIS, PA 15801

AGREEMENT

1. RICHARD H. LEWIS, SR. AND SHIRLEY N. LEWIS ARE THE OWNERS OF ALL PROPERTY DESCRIBED HEREIN AND SHALL BE REFERRED TO AS THE "OWNERS" AND/OR THE "LESSORS" FOR PURPOSES OF THIS AGREEMENT.

2. DENNIS G. DOKSA AND DEBORAH N. BERTON SHALL BE REFERRED TO AS THE "LESSEES" FOR PURPOSES OF THIS AGREEMENT.

3. THE PROPERTY WHICH IS THE SUBJECT OF THIS AGREEMENT IS THE DAIRY QUEEN STORE AND THE 1 STORY FRAME DWELLING AND FRAME GARAGE WEST OF THE DAIRY QUEEN STORE AS SHOWN ON THE ATTACHED PLAN. ONLY THE LAND IN THE IMMEDIATE VICINITY OF THE 3 DESCRIBED STRUCTURES AND AS OUTLINED IN RED ON THE ATTACHED PLAN IS TO BE CONSIDERED AS PART OF THIS AGREEMENT. OWNERS SHALL HAVE RIGHT OF ACCESS OVER THIS PARCEL TO ACCESS OTHER LANDS OF OWNERS WHICH BORDER THIS PARCEL ON THE WEST SIDE AND ON THE SOUTH SIDE.

4. DURING THE PERIOD OF THIS AGREEMENT THE LESSEES SHALL HAVE THE RIGHT TO OPERATE THE DAIRY QUEEN STORE AND TO RESIDE IN THE DWELLING AND OCCUPY THE GARAGE IN ACCORDANCE WITH THE FOLLOWING TERMS:

A. ALL OPERATIONS OF THE DAIRY QUEEN STORE SHALL BE CONDUCTED IN ACCORDANCE WITH ALL REQUIREMENTS OF INTERNATIONAL DAIRY QUEEN, INC. AND IN ACCORDANCE WITH THE EXISTING FRANCHISE AGREEMENT BETWEEN THE OWNERS AND IDQ, INC.

B. LESSEES SHALL BE RESPONSIBLE FOR ALL COSTS INCURRED IN CONDUCTING BUSINESS IN ACCORDANCE WITH THE ABOVE INCLUDING ALL LABOR, MATERIAL, MAINTENANCE AND REPLACEMENT COSTS, REAL ESTATE TAXES, UTILITIES, INSURANCE PROVIDING AT LEAST AS MUCH COVERAGE AS THAT CURRENTLY CARRIED BY THE OWNERS, LICENSES, FEES AND ALL OTHER COSTS RELATED TO RESIDING AT AND CONDUCTING BUSINESS AT THIS LOCATION. THERE SHALL BE NO COSTS PAYABLE BY THE

SEE OUTLINE
MY COPY IS
THE HIGHLIGHT
YOU RECEIVED
END YOU PURCHASED
C. D.Q.

OWNERS, FOR ANY REASON, AT THIS LOCATION, THROUGHOUT THE
B. PERIOD OF THIS AGREEMENT.

C. THE DAIRY QUEEN STORE SHALL BE OPEN AT LEAST
6 CONSECUTIVE MONTHS EACH YEAR INCLUDING, AS MINIMUM,
THE MONTHS OF APRIL THROUGH SEPTEMBER.

D. THE STORE SHALL BE STAFFED AND MAINTAINED,
INCLUDING EQUIPMENT REPAIRS AND/OR REPLACEMENT AND/OR
THE ADDITION OF NEW EQUIPMENT AS REQUIRED, IN A
MANNER THAT WILL RESULT IN THE SALE OF NOT
LESS THAN 6000 GALLONS OF APPROVED DAIRY QUEEN
MIX ANNUALLY. HOW MANY GALLON IN 93

E. ALL BUILDINGS AND GROUNDS SHALL BE KEPT IN
A GOOD STATE OF REPAIR AND KEPT PRESENTABLE
IN APPEARANCE IN A MANNER WHICH WILL AT
LEAST MEET THE MINIMUM REQUIREMENTS OF IQR
RELATING TO SUCH ITEMS.

F. NO BUSINESS OTHER THAN THE MANUFACTURE AND
SALE OF APPROVED DAIRY QUEEN PRODUCTS MAY BE
CONDUCTED IN OR IN THE VICINITY OF THE DAIRY
QUEEN STORE AND ADJACENT PARKING AREAS.

G. NO PART OF THE ENTIRE PROPERTY OR BUILDINGS WHICH
ARE THE SUBJECT OF THIS AGREEMENT MAY BE SUBLET
TO ANY OTHER PERSONS FOR ANY REASON.

IN THE EVENT OF DEATH
OF ONE LESSEE
WHICH THE SHARE
IS TRANSFERRED

(F) OPERATION OF THE DAIRY QUEEN STORE AND/OR RE-
SPONSIBILITY FOR COMPLIANCE WITH THE TERMS OF THIS
AGREEMENT MAY NOT BE TRANSFERRED TO ANY OTHER
PERSON OR PERSONS BY THE LESSEES.

G. LESSEES ARE ENTITLED TO RESIDE IN THE HOUSE
LOCATED AT THIS SITE. OWNERS WILL BE RESPONSIBLE
TO NOTIFY PRESENT TENANTS OF THE HOUSE AND TO
PROVIDE OCCUPANCY TO LESSEES NOT LATER THAN SIX
MONTHS AFTER THE DATE OF THIS AGREEMENT. PRESENT
TENANTS WILL CONTINUE TO PAY THEIR MONTHLY
RENTAL TO OWNERS UNTIL THEY HAVE VACATED THE
HOUSE.

H. ALTHOUGH OWNERS WILL CONTINUE TO MAINTAIN CURRENT LEVELS OF PROPERTY DAMAGE AND LIABILITY INSURANCE, PREMIUMS FOR WHICH ARE PAYABLE BY LESSEES AS STATED ELSEWHERE IN THIS AGREEMENT, LESSORS MAY BE HELD LIABLE FOR

ANY INCIDENTS ATTRIBUTABLE TO THE LESSEES. OWNERS DO NOT CARRY INSURANCE ON THE CONTENTS OF THE HOUSE.
I. A PORTION OF THE WATER, SEWER AND NATURAL GAS

FACILITIES SERVING THE SUBJECT PROPERTY ARE

LOCATED ON LANDS OF HARVEY F. MURRAY, JR

LOCATED IMMEDIATELY NORTH OF THE PROPERTY COVERED

BY THIS AGREEMENT. THE OWNERS HAVE THE RIGHT

TO ENTER ON THE MURRAY PROPERTY TO MAINTAIN

AND/OR REPLACE THE EXISTING FACILITIES AND THE

LESSEES SHALL ALSO HAVE THIS RIGHT INASMUCH

AS MAINTENANCE AND REPLACEMENT OF SUCH FACILITIES

IS THE LESSEES RESPONSIBILITY AS STATED ELSEWHERE

IN THIS AGREEMENT.

J. EXCEPT FOR ROUTINE MAINTENANCE AND REPAIRS, NO MODIFICATIONS IN EXCESS OF \$500.00 MAY BE MADE TO THE ITEMS COVERED BY THIS AGREEMENT WITHOUT THE CONSENT OF THE OWNERS.

K. INVOICES OR BILLS WHICH ARE PRESENTED TO THE OWNERS AND WHICH ARE THE RESPONSIBILITY OF THE LESSEES UNDER

TERMS OF THIS AGREEMENT WILL BE DELIVERED TO

THE LESSEES ON A TIMELY BASIS SO THAT ALL

MAY BE PAID PRIOR TO THE DUE DATE. LESSEES

SHALL PAY ALL BILLS AND INVOICES IN ACCORDANCE

WITH THE TERMS OF SUCH BILLS AND INVOICES. MORE

THAN 3 EXCEPTIONS PER YEAR TO THIS CONDITION, INCLUDING

LATE PAYMENT AND/OR NON-PAYMENT MAY RESULT IN

TERMINATION OF THE ENTIRE AGREEMENT.

L. LESSEES SHALL REIMBURSE OWNERS FOR THE VALUE

OF THE CURRENT DAIRY QUEEN STORE INVENTORY AND

FOR ALL REAL ESTATE TAXES AND INSURANCE PREMIUMS

PRO-RATED TO THE DATE OF THIS AGREEMENT. PAYMENT

FOR THESE ITEMS IS NOT AN PART OF SIGNING THIS AGREEMENT

5. IN ADDITION TO THE TERMS AND CONDITIONS STATED ABOVE THE LESSEES SHALL PAY THE OWNERS \$40,000.00 (FORTY THOUSAND DOLLARS), minimum, PER YEAR, IN CASH ONLY, IN ACCORDANCE WITH THE FOLLOWING TERMS:

A. FIRST PAYMENT IS DUE, IN FULL, AT THE DATE OF SIGNING THIS AGREEMENT.

B. SUBSEQUENT PAYMENTS WILL BE DUE JANUARY 1 OF EACH YEAR UNTIL THE SUM OF \$600,000.00 HAS BEEN PAID, OR FOR A PERIOD OF 15 YEARS, WHICHEVER COMES FIRST.

C. THE OWNERS MAY TERMINATE THIS AGREEMENT AT ANY TIME PRIOR TO THE FULL \$600,000.00 (SIX HUNDRED THOUSAND) BEING PAID FOR FAILURE OF LESSEES TO COMPLY WITH ANY TERMS OF THE AGREEMENT.

D. LESSEES MAY TERMINATE THIS AGREEMENT AT ANY TIME DURING THE PERIOD OF THE AGREEMENT PROVIDED THAT ALL PAYMENTS DUE TO DATE HAVE BEEN PAID AND THAT LESSEES PROVIDE OWNERS WRITTEN NOTICE OF THEIR INTENT TO TERMINATE AT LEAST 1 (ONE) YEAR IN ADVANCE OF THE ANTICIPATED TERMINATION DATE. IN CASE OF LESSEES TERMINATION UNDER THIS CLAUSE, LESSEES SHALL PROVIDE OWNERS \$40,000.00 (FORTY THOUSAND DOLLARS) SECURITY TO COVER ANY COSTS, ^{REMAINING UNPAID} INCLUDING FACILITY AND EQUIPMENT REPAIRS AND/OR REPLACEMENT, WHICH CAN BE ATTRIBUTED TO THEIR ^{PERIOD} ~~PERIOD~~ OF OPERATION, AFTER 1 FULL YEAR OF OPERATION AFTER SUCH TERMINATION ANY PORTION OF THE ^{WHICH WAS NOT REQUIRED TO PAY SUCH COSTS} SECURITY, ~~REMAINING~~ WILL BE RETURNED TO THE LESSEES BY THE OWNERS.

E. IF THIS AGREEMENT IS TERMINATED BY EITHER THE OWNERS OR LESSEES IN ACCORDANCE WITH THE ABOVE TERMS PRIOR TO THE FULL \$600,000.00 HAVING BEEN PAID TO THE OWNERS, ALL PAYMENTS RECEIVED PRIOR TO THE TERMINATION SHALL BE CONSIDERED AS LEASE PAYMENTS AND THE LESSEES SHALL HAVE NO

HIT ABOUT IN THE CH-
TERMINAL ILLNESS OR A CHRONIC
LOSS OF LIMBS, BLINDNESS
ETC!

- 5 -

CLAIM TO ANY EQUITY OR INTEREST IN THE SUBJECT
PROPERTY WHATSOEVER AND OWNERS SHALL RETAIN
FULL OWNERSHIP OF ALL PROPERTY AND EQUIPMENT AT
THAT TIME, INCLUDING ANY REPAIRS, MODIFICATIONS
OR REPLACEMENT EQUIPMENT WHICH MAY HAVE BEEN
PROVIDED BY LESSEES DURING THE TERM THEY
LEASED THE SUBJECT PROPERTY.

6. IF THERE IS NO TERMINATION OF THIS AGREEMENT, UNDER
CONDITIONS MENTIONED PREVIOUSLY, PRIOR TO THE FULL
\$1,600,000.00 (SIX HUNDRED THOUSAND DOLLARS) HAVING BEEN
PAID TO THE OWNERS, THE OWNERS SHALL DELIVER TO
LESSEES A CLEAR DEED AND TITLE TO THE PROPERTY
AND EQUIPMENT WHICH WAS THE SUBJECT OF THIS
AGREEMENT, AT THAT TIME, OWNERS WILL ALSO
TRANSFER THE DAIRY QUEEN FRANCHISE TO THE LESSEES.

7. IF EITHER OF THE LESSEES IS UNABLE TO FULFILL
HIS OR HER OBLIGATION TO THE OWNERS UNDER THIS
AGREEMENT, ^{OR IN THE EVENT OF THE DEATH OF EITHER OF THE LESSEES} ~~THE~~ ^{REMAINING} LESSEES SHALL BE OBLIGATED
TO FULFILL THE TERMS OF THE AGREEMENT. SINCE
THIS AGREEMENT IS NOT TRANSFERABLE BY THE LESSEES
UNDER ITEM 4.F. OF THE AGREEMENT, OWNERS SHALL
RETAIN FULL OWNERSHIP AS IN ITEM 5.E. IN THE
EVENT OF THE DEATH OF BOTH LESSEES.

8. IN THE EVENT OF THE DEATH OF ONE OF THE OWNERS,
THE LESSEES, ^{REMAINING} OR LESSEE UNDER ITEM 7, ABOVE, SHALL BE
OBLIGATED TO FULFILL THE TERMS OF THE AGREEMENT
TO THE REMAINING OWNER. IN THE EVENT OF THE
DEATH OF BOTH OWNERS, THE LESSEES OR REMAINING
LESSEE SHALL FULFILL THE TERMS OF THE AGREEMENT
IN ACCORDANCE WITH THE LAST WILL AND TESTAMENT
OF THE OWNERS.

9. THIS IS THE FULL AND COMPLETE AGREEMENT ON THIS MATTER
WITNESS:

SIGNATURE
(PRINT WITNESS NAME)

DATE

SIGNATURE

RICHARD H. LEWIS, SR., OWNER

DATE

SIGNATURE

DATE

SIGNATURE

DATE

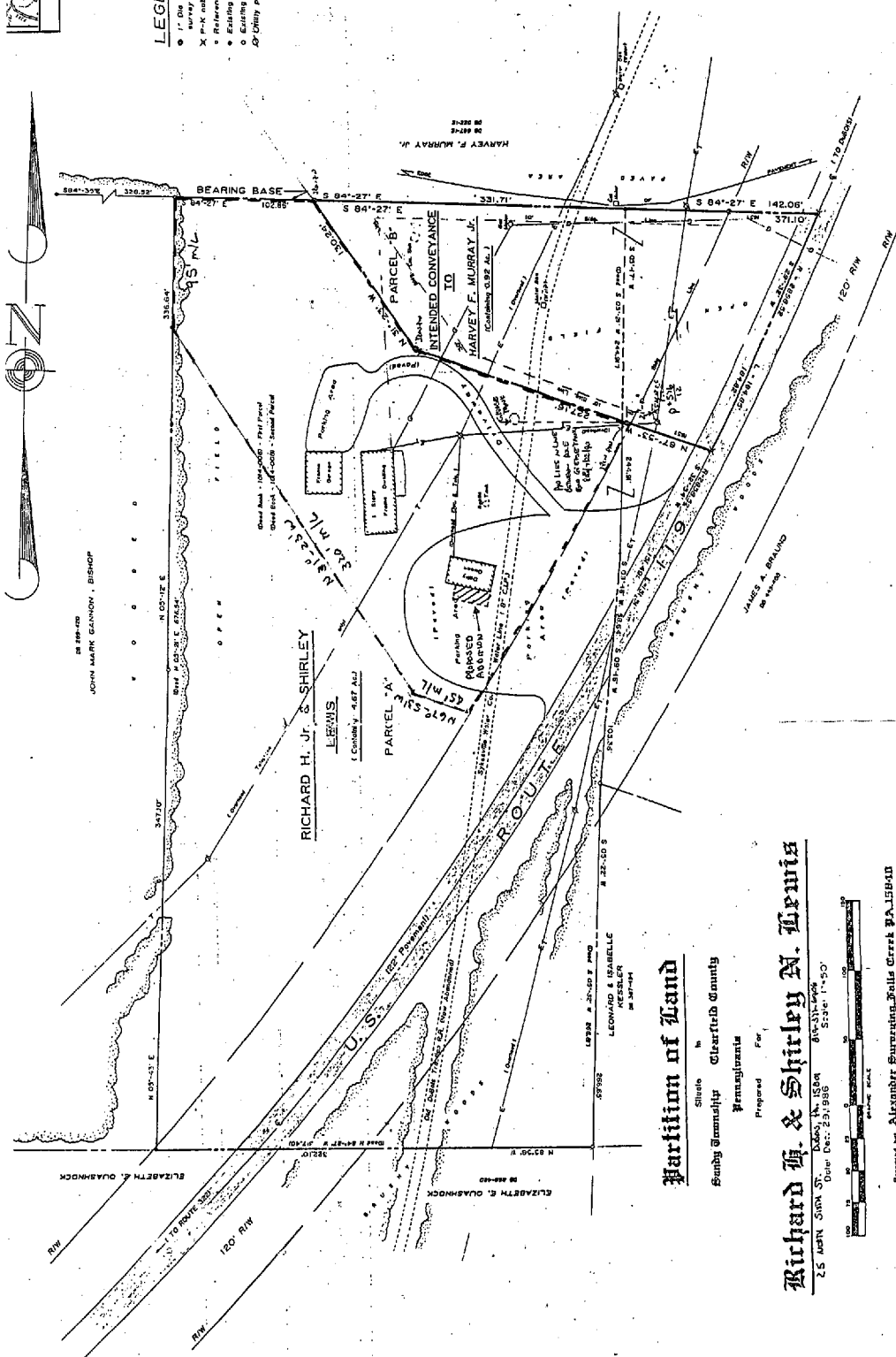


LEGEND

- o 1" Dia Iron Pipe w/survey plug set by this survey
- o p-X nail set in @ Route 119
- o Reference point
- o Existing Iron Pin (found)
- o Existing Iron Pipe (found)
- o Utility pole...



**BEFORE YOU DIG
ANYWHERE IN
PENNSYLVANIA
CALL 800-242-1778**



Partition of Land

சுற்று வணிகப் பேரவையின் முன்

Richard & Shirley N. Lewis

ST. DEAS, P. 1501
1967-11-18 05:11:55

Prepared by Alexander Surging, Falls Creek P.A. 15841D
 Surveyed by J.F. Warner, P.L.S.
 Drawn by L. Alexander, P.L.S.

I, Dennis G. Doksa, verify that the statements made in the foregoing Complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

Date: 10-8-07

x Dennis G. Doksa

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

109 NORTH BRADY STREET
DUBOIS, PA 15801

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

DENNIS G. DOKSA,
Plaintiff

vs.

RICHARD H. LEWIS, SR.,
SHIRLEY N. LEWIS,
Defendants

:
:
:
: No. 2007 - 1651 C.D.
:
:
:

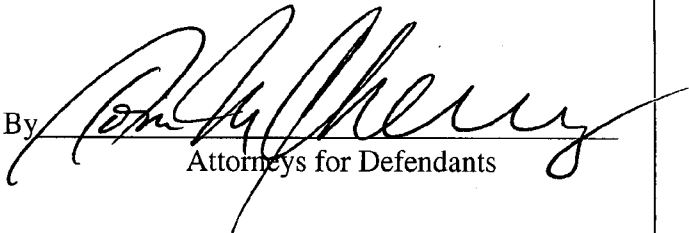
CERTIFICATE OF SERVICE

I hereby certify that on this 27th day of December, 2007, a true and correct copy of Defendants' Preliminary Objections to Plaintiff's Complaint was served upon counsel for Plaintiff, RICHARD H. MILGRUB, ESQ., by mailing the same to him by United States First Class Mail, postage prepaid, by depositing the same in the United States Post Office, at DuBois, Pennsylvania, addressed as follows:

RICHARD H. MILGRUB, ESQ.
Attorney at Law
211 North Second Street
Clearfield, PA 16830

GLEASON, CHERRY AND CHERRY, L.L.P.

By


Attorneys for Defendants

Dated: December 27, 2007

UA

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

DENNIS G. DOKSA,
Plaintiff

-vs-

RICHARD H. LEWIS, SR. and
SHIRLEY N. LEWIS,
Defendants

*
*
*
*
*
*
*

No. 2007-1651-CD

Type of Action:
Civil

Type of Pleading:
Petition to Enjoin Possible
Sale of Real Property and
Franchise in Dispute

Filed on Behalf of:
Plaintiff

Counsel of Record for this
Party:

Richard H. Milgrub, Esquire
Supreme Court I.D. 19865

211 North Second Street
Clearfield, PA 16830
(814) 765-1717

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

109 NORTH BRADY STREET
DUBOIS, PA 15801

FILED ^{icc}
Off: 26/6/07
DEC 28 2007 *Att'y Milgrub*

William A. Shaw
Prothonotary/Clerk of Courts

GR

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

DENNIS G. DOKSA,
Plaintiff

-vs-

RICHARD H. LEWIS, SR. and
SHIRLEY N. LEWIS,
Defendants

*
*
*
*
*
*
*

No. 2007-1651-CD

PETITION TO ENJOIN POSSIBLE SALE OF
REAL PROPERTY AND FRANCHISE IN DISPUTE

AND NOW, comes Your Petitioner, Dennis G. Doksa, Plaintiff in the above-captioned matter, by and through his attorney, Richard H. Milgrub, Esquire, who files the following Petition to Enjoin Possible Sale of Real Property and Franchise in Dispute and in support thereof, avers the following:

1. Your Petitioner is the Plaintiff in the above-captioned matter.

2. Your Petitioner filed a Complaint on October 10, 2007 alleging that there was an enforceable oral contract concerning the sale of certain real estate and a Dairy Queen franchise.

3. The property in question is described in the Deed attached hereto and marked Exhibit "A".

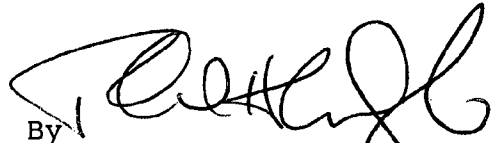
4. The Dairy Queen franchise concerns Debi's Dairy Queen located in DuBois, Pennsylvania.

5. It is Your Petitioner's position that as a result of an enforceable oral contract, the disputed real estate and

Dairy Queen Franchise are a marital asset and subject to equitable distribution under a pending divorce action under docket number 2007-1131-CD.

6. Your Petitioner believes that the Defendants might possibly attempt to convey ownership of the disputed real estate and Dairy Queen franchise prior to a resolution of the pending lawsuit.

WHEREFORE, Your Petitioner respectfully requests that a Rule be issued upon the Defendants to show cause why an Order should not be entered enjoining the sale of said disputed real estate and Dairy Queen franchise until the pending civil suit has been resolved.

A handwritten signature in black ink, appearing to read 'R. Milgrub', is written over a horizontal line.

By

Richard H. Milgrub, Esquire
Attorney for Plaintiff

Vol 1014 PAGE 06
WARRANTY DEED - 1980

The Plankenhorn Co., Williamsport, Pa.

County Parcel No. _____

This Deed,

MADE the 20th day of May

in the year nineteen hundred and eighty-five (1985)

BETWEEN

GEORGE L. WILSON and JANE C. WILSON, husband and wife,
of Sandy Township, Clearfield County, Pennsylvania,

Grantors

A
N
DRICHARD H. LEWIS, SR. and SHIRLEY N. LEWIS, husband and
wife, of 25 North Sixth Street, DuBois, Pennsylvania,

Grantees

WITNESSETH, That in consideration of One Hundred and Ninety Thousand

(\$190,000.00) ----- Dollars,

in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant
and convey to the said grantees,ALL that certain lot or piece of land situated in the Township of Sandy,
Clearfield County, Pennsylvania, and being bounded and described as follows,
to wit:

Parcel # 1:

BEGINNING at an iron pipe, the southeast corner of land of Frank Marthurs; being also in the westerly line of land of James Braund; thence by the westerly line of land of James Braund South $5^{\circ} 21'$ West Two Hundred and Forty-four and Ninety-one Hundredths (244.91) Feet to an iron pipe; thence still by line of land of James Braund South $9^{\circ} 40'$ West One Hundred and Sixty-four and Six Tenths (164.6) Feet to an old iron pipe; thence by line of land of Kessler South $5^{\circ} 32'$ West Two Hundred and Sixty-six and Eighty-One Hundredths (266.81) Feet to an iron pipe, the northeast corner of land of Kuntz; thence along the northerly line of land of Kuntz North $84^{\circ} 27'$ West Three Hundred and Seventeen and Forty One Hundredths (317.40) Feet to an iron pipe, said iron pipe being the southeast corner of land of St. Catherine's Church; thence by the easterly line of land of St. Catherine's Church North $5^{\circ} 21'$ East Six Hundred and Seventy-six and Fifty-four One Hundredths (676.54) Feet to an iron pipe in the southerly line of land of Frank Marthurs; thence by the southerly line of land of Frank Marthurs South $84^{\circ} 27'$ East Three Hundred and Thirty-one and Forty-nine One Hundredths (331.49) Feet to an iron pipe and place of beginning. Containing 5.03 acres, more or less.

EXHIBIT "A"

TOGETHER with all the right, title and interest of the said Grantors premises formerly owned by the Baltimore and Ohio Railway Company acquired by the Grantors' predecessors and titled by deed dated February 17, 1959 and recorded in Clearfield County Deed Book 573, page 286.

TOGETHER with all right title and interest to premises acquired by the Grantors by deed of the Borough of Sykesville dated March 4, 1959 and recorded in Clearfield County Deed Book 475, page 578.

TOGETHER with all right, title and interest in premises acquired by the Grantors from the Mellon National Bank & Trust Company, successor trustee, by deed dated September 24, 1958 and recorded in Clearfield County Deed Book 473, page 291.

EXCEPTING AND RESERVING, all the coal and other minerals as the same were reserved in deed from W.H. Lyons to J. C. Kessler dated April 24, 1897 and recorded in Clearfield County Deed Book 97, page 217.

EXCEPTING AND RESERVING, therefrom, nevertheless, all other easements, rights of way, reservations or exceptions as may have been contained in prior deeds of conveyances as well as premises heretofore taken by virtue of eminent domain proceedings by the Commonwealth of Pennsylvania for highway purposes.

BEING the same premises which became vested in the Grantors by deed of CHESTER W. RAFFERTY and MYRTLE RAFFERTY, dated March 17, 1959 and recorded in Clearfield County Deed Book 473, page 287.

NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1986", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:

Richard H. Lewis, Sr.
Richard H. Lewis, Sr.
Shirley N. Lewis
Shirley N. Lewis

This day of

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 pursuant to Act No. 253, approved September 10, 1983, as amended.)

VOL 1014 PAGE 08

Parcel # 2:

BEGINNING at the southeast corner of the George L and Jane C. Wilson property on the line of lands of McAnich Motors, Inc., of which this is a part; thence South 84° 27' East a distance of 141.88 feet to the center of United States Route 119; thence along the center of said Route 119, by a curve to the right, the chord of said curve being South 31° 03' West a distance of 327.17 feet to a tack in the center of said Route 119; thence along the eastern boundary of the George L. and Jane C. Wilson property North 5° 21' East a distance of 295.25 feet to a point, the place of beginning. Containing 0.48 acres.

BEING the same premises which became vested in the Grantors by deed of McANICH MOTORS, INC. dated December 23, 1966 and recorded in Clearfield County Deed Book 530, page 262 on June 15, 1967.

021325 COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
REALTY TRANSFER TAX MAY 20 '85
950.00
PB.11352

AMOUNT \$ 1,700.00
PAID 522.85 MICHAEL R. LYTHE
A.S.M.

021326 COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
REALTY TRANSFER TAX MAY 20 '85
950.00
PB.11352

AND the said grantor will generally WARRANT AND FOREVER DEFEND the property hereby conveyed.

IN WITNESS WHEREOF, said grantors have hereunto set their hands and seals, the day and year first above-written.

Sealed and delivered in the presence of

George L. Wilson (SEAL)
Jane C. Wilson (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

CERTIFICATE OF RESIDENCE

I hereby certify, that the precise residence of the grantee herein is as follows:
25 North Sixth Street, DuBois, Pennsylvania 15801

[Signature]
Attorney or Agent for Grantee

Commonwealth of Pennsylvania } ss.
County of Clearfield

On this, the 20th day of May 1985, before me
the undersigned officer, personally appeared GEORGE L. WILSON and JANE C. WILSON
known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within
instrument, and acknowledged that they executed the same for the purpose therein
contained.

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

My Commission Expires
MARION E. BUTLER, Notary Public
DuBois, Clearfield County, Pa.
My Commission Expires June 23, 1986

[Signature]
Notary Public

State of _____ }
County of _____ } ss.

On this, the _____ day of _____ 19____, before me
the undersigned officer, personally appeared
known to me (or satisfactorily proven) to be the person whose name _____ subscribed to the within
instrument, and acknowledged that he executed the same for the purpose therein
contained.

IN WITNESS WHEREOF, I have hereunto set my hand and

seal.

My Commission Expires _____

CLEARFIELD COUNTY
RECORDED
5-2-85
1985
RECORDED

Commonwealth of Pennsylvania

County of _____ } ss.

RECORDED in the Office for Recording of Deeds, etc., in and for said County,
in Deed Book No. 1117, Page 06

WITNESS my hand and official seal this 2nd day of May, 1985

Michael R. Lytle
Recorder of Deeds

*State Co. 1985
Sandy P. 92.00
Sandy P. 92.00*

Deed

WARRANTY DEED
The Plunketson Co., Williamsport, Pa.

GEORGE L. WILSON et ux.

to

RICHARD H. LEWIS, SR et ux.

Dated May 20, 1985

For Parcel of land situated in
Sandy Township, Clearfield
County, PA.

Consideration \$190,000.00

Recorded

Entered for Record in the Recorder's

Office of

County, the _____ day of _____

Tax, \$ _____

19____

Fees, \$ _____

Recorder

BLAKLEY & JONES
ATTORNEYS AT LAW
406 DEPOSIT BANK BLDG.
DUBOIS, PENNSYLVANIA 15801

Entered of Record 5-20-1985 Michael R. Lytle, Recorder

I, Dennis G. Doksa, verify that the statements made in the foregoing Petition are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

Date: 12-28-07

Dennis G. Doksa

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

—
109 NORTH BRADY STREET
DUBOIS, PA 15801

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

DENNIS G. DOKSA,
Plaintiff

-vs-

RICHARD H. LEWIS, SR. and
SHIRLEY N. LEWIS,
Defendants

*
*
*
*
*
*
*

No. 2007-1651-CD

Type of Action:
Civil

Type of Pleading:
Amended Complaint

Filed on Behalf of:
Plaintiff

Counsel of Record for this
Party:

Richard H. Milgrub, Esquire
Supreme Court I.D. 19865

211 North Second Street
Clearfield, PA 16830
(814) 765-1717

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830
—
109 NORTH BRADY STREET
DUBOIS, PA 15801

FILED ^{ICC}
01/12/08 *Arg. Milgrub*
DEC 28 2007 *(CW)*

William A. Shaw
Prothonotary/Clerk of Courts

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

DENNIS G. DOKSA,
Plaintiff

-vs-

RICHARD H. LEWIS, SR. and
SHIRLEY N. LEWIS,
Defendants

*
*
*
*
*
*
*

No. 2007-1651-CD

NOTICE

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 Amended 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 Amended 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. 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
(814) 765-2641

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

109 NORTH BRADY STREET
DUBOIS, PA 15801

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

DENNIS G. DOKSA,
Plaintiff

-vs-

RICHARD H. LEWIS, SR. and
SHIRLEY N. LEWIS,
Defendants

*
*
*
*
*
*
*

No. 2007-1651-CD

AMENDED COMPLAINT

AND NOW, comes the Plaintiff, Dennis G. Doksa, by and through his attorney, Richard H. Milgrub, Esquire, who files the following Amended Complaint and in support thereof, avers the following:

1. Plaintiff is Dennis G. Doksa, an adult individual residing at 60 Main Street, #174, Falls Creek, Pennsylvania 15840.
2. Defendants, Richard H. Lewis, Sr. and Shirley N. Lewis, husband and wife, are adult individuals presently residing at 25 North 6th Street, DuBois, Pennsylvania 15801.
3. At all times mentioned herein, Defendants were and still are the owners of the premises described in the Deed attached hereto and marked Exhibit "A".
4. During the month of November 1993, Plaintiff and Defendants entered into negotiations concerning the purchase of the premises described above and the franchise to Debi's Dairy Queen for a total price of Six hundred thousand dollars (\$600,000.00).
5. The Defendant, Richard H. Lewis, Sr., in his own

handwriting, then reduced the terms that were agreed upon into a written agreement. Attached hereto and marked Exhibit "B" is a copy of said agreement along with a survey map showing the property to be conveyed.

7. The Plaintiff signed said agreement, presented it to his wife, Deborah N. Doksa, step-daughter of Richard H. Lewis, Sr. and daughter of Shirley N. Lewis, with the understanding that she would be signing it and then presenting it to the Defendants.

8. The Plaintiff never received a signed copy of the agreement, but pursuant to said agreement, paid the Defendants the initial Forty thousand dollars (\$40,000.00) as the first installment plus an additional Twenty thousand dollars (\$20,000.00) Sixty thousand dollars toward future payments.

9. Upon receipt of Plaintiff's downpayment, Defendants delivered possession of the premises to Plaintiff pursuant to the terms of the agreement and Plaintiff proceeded to operate Debi's Dairy Queen with his wife, Deborah N. Doksa, and to reside on the premises located on the same property.

10. Plaintiff has had the continuous and exclusive possession of the property under the agreement for a period in excess of fourteen years (14).

11. During that fourteen-year period (14), the Plaintiff has made numerous improvements on the property.

12. For the past fourteen years (14), the Defendants have not challenged the Plaintiff's right to said property and operation of Debi's Dairy Queen.

13. For the past fourteen years (14), the Plaintiff has complied with the terms as set forth in the agreement.

14. For the past fourteen years (14), with the exception of the first year, pursuant to the agreement, the Plaintiff has paid the Defendants Forty thousand dollars (\$40,000.00) in cash per year, specifically specified by the Defendants, usually on Father's Day of each year.

15. Since the date of the parties' agreement, Plaintiff has always been and now is ready and willing to comply with all and singular the terms on his part to be kept and performed.

16. There is only one (1) more payment to be made before the property and the franchise were to be transferred to the Plaintiff and Plaintiff's wife, Deborah N. Doksa.

17. On July 19, 2007, Deborah N. Doksa filed for divorce from the Plaintiff.

18. On July 24, 2007, the Defendant, Richard H. Lewis, Sr., notified the Plaintiff that he was no longer allowed on the premises and that he had to vacate the premises immediately.

19. Plaintiff has always been in compliance with the terms of the agreement and the Defendant, Richard H. Lewis, Sr.'s, actions were unwarranted.

20. Plaintiff believes that a rescission of the contract would be inequitable and unfair since the property

including the Dairy Queen franchise is now worth considerably more than the agreed-upon purchase price.

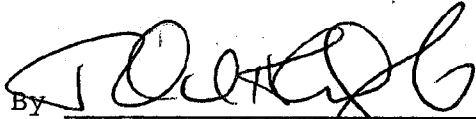
WHEREFORE, Plaintiff prays:

a. that Defendants be enjoined, preliminarily until final hearing and permanently thereafter, from mortgaging or encumbering the property in any way, and from selling or conveying the same or any part thereof to any person other than the Plaintiff;

b. that Defendants be ordered to specifically perform the parties' agreement and by good and sufficient deed convey the premises and every part thereof with marketable title and free of all encumbrances to Plaintiff and Plaintiff's wife, Deborah N. Doksa, in fee simple and legally sign, seal, acknowledge and deliver the deed to Plaintiff in proper legal form, and accept in consideration thereof the agreed purchase price which Plaintiff now here offers;

c. that Defendants be Ordered to specifically convey the DuBois Dairy Queen franchise to the Plaintiff and Plaintiff's wife, Deborah N. Doksa; and

d. such other general relief as may be just and proper.

By 

Richard H. Milgrub, Esquire
Attorney for Plaintiff

Vol 1014 Page 06
WARRANTY DEED - 1986

The Plankenhorn Co., Williamsport, Pa.

County Parcel No. _____

This Deed,

MADE the 20th day of May

in the year nineteen hundred and eighty-five (1985)

BETWEEN GEORGE L. WILSON and JANE C. WILSON, husband and wife,
of Sandy Township, Clearfield County, Pennsylvania,
GrantorsA
N
DRICHARD H. LEWIS, SR. and SHIRLEY N. LEWIS, husband and
wife, of 25 North Sixth Street, DuBois, Pennsylvania,
GranteesWITNESSETH, That in consideration of One Hundred and Ninety Thousand
(\$190,000.00) ----- Dollars,in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant
and convey to the said grantees a,ALL that certain lot or piece of land situated in the Township of Sandy,
Clearfield County, Pennsylvania, and being bounded and described as follows,
to wit:

Parcel # 1:

BEGINNING at an iron pipe, the southeast corner of land of Frank Marthurs; being also in the westerly line of land of James Braund; thence by the westerly line of land of James Braund South $5^{\circ} 21'$ West Two Hundred and Forty-four and Ninety-one Hundredths (244.91) Feet to an iron pipe; thence still by line of land of James Braund South $9^{\circ} 40'$ West One Hundred and Sixty-four and Six Tenths (164.6) Feet to an old iron pipe; thence by line of land of Kessler South $5^{\circ} 32'$ West Two Hundred and Sixty-six and Eighty-One Hundredths (266.81) Feet to an iron pipe, the northeast corner of land of Kuntz; thence along the northerly line of land of Kuntz North $84^{\circ} 27'$ West Three Hundred and Seventeen and Forty One Hundredths (317.40) Feet to an iron pipe, said iron pipe being the southeast corner of land of St. Catherine's Church; thence by the easterly line of land of St. Catherine's Church North $5^{\circ} 21'$ East Six Hundred and Seventy-six and Fifty-four One Hundredths (676.54) Feet to an iron pipe in the southerly line of land of Frank Marthurs; thence by the southerly line of land of Frank Marthurs South $84^{\circ} 27'$ East Three Hundred and Thirty-one and Forty-nine One Hundredths (331.49) Feet to an iron pipe and place of beginning. Containing 5.03 acres, more or less.

EXHIBIT "A"

TOGETHER with all the right, title and interest of the said Grantors premises formerly owned by the Baltimore and Ohio Railway Company acquired by the Grantors' predecessors and titled by deed dated February 17, 1959 and recorded in Clearfield County Deed Book 573, page 286.

TOGETHER with all right title and interest to premises acquired by the Grantors by deed of the Borough of Sykesville dated March 4, 1959 and recorded in Clearfield County Deed Book 475, page 578.

TOGETHER with all right, title and interest in premises acquired by the Grantors from the Mellon National Bank & Trust Company, successor trustee, by deed dated September 24, 1958 and recorded in Clearfield County Deed Book 473, page 291.

EXCEPTING AND RESERVING, all the coal and other minerals as the same were reserved in deed from W.H. Lyons to J. C. Kessler dated April 24, 1897 and recorded in Clearfield County Deed Book 97, page 217.

EXCEPTING AND RESERVING, therefrom, nevertheless, all other easements, rights of way, reservations or exceptions as may have been contained in prior deeds of conveyances as well as premises heretofore taken by virtue of eminent domain proceedings by the Commonwealth of Pennsylvania for highway purposes.

BEING the same premises which became vested in the Grantors by deed of CHESTER W. RAFFERTY and MYRTLE RAFFERTY, dated March 17, 1959 and recorded in Clearfield County Deed Book 473, page 287.

NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1936", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:

Richard H. Lewis, Sr.
Richard H. Lewis, Sr.
Shirley N. Lewis
Shirley N. Lewis

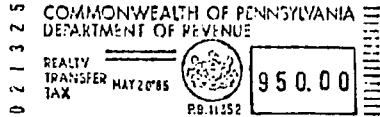
This _____ day of _____

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 pursuant to Act No. 255, approved September 10, 1935, as amended.)

Parcel # 2:

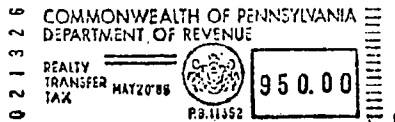
BEGINNING at the southeast corner of the George L and Jane C. Wilson property on the line of lands of McAnich Motors, Inc., of which this is a part; thence South 84° 27' East a distance of 141.88 feet to the center of United States Route 119; thence along the center of said Route 119, by a curve to the right, the chord of said curve being South 31° 03' West a distance of 327.17 feet to a tack in the center of said Route 119; thence along the eastern boundary of the George L. and Jane C. Wilson property North 5° 21' East a distance of 295.25 feet to a point, the place of beginning. Containing 0.48 acres.

BEING the same premises which became vested in the Grantors by deed of McANICH MOTORS, INC. dated December 23, 1966 and recorded in Clearfield County Deed Book 530, page 262 on June 15, 1967.



AMOUNT \$ 1,700.00

PAID 527.85 MICHAEL R. LYTTLE



AND the said grantor will generally WARRANT AND FOREVER DEFEND the property hereby conveyed.

IN WITNESS WHEREOF, said grantors have hereunto set their hands and seals, the day and year first above-written.

Sealed and delivered in the presence of

George L. Wilson (SEAL)
Jane C. Wilson (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

CERTIFICATE OF RESIDENCE

I hereby certify, that the precise residence of the grantee herein is as follows:
25 North Sixth Street, DuBois, Pennsylvania 15801

[Signature]
Attorney or Agent for Grantee

Commonwealth of Pennsylvania } ss.
County of Clearfield

On this, the 20th day of May 1985, before me
the undersigned officer, personally appeared GEORGE L. WILSON and JANE C. WILSON
known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within
instrument, and acknowledged that they executed the same for the purpose therein
contained.

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

My Commission Expires
MARION E. DUTTLE, Notary Public
DuBois, Clearfield County, Pa.
My Commission Expires June 23, 1986

[Signature]
Notary Public

State of _____ }
County of _____ } ss.

On this, the _____ day of _____, 19____, before me
the undersigned officer, personally appeared
known to me (or satisfactorily proven) to be the person whose name subscribed to the within
instrument, and acknowledged that: executed the same for the purpose therein
contained.

IN WITNESS WHEREOF, I have hereunto set my hand and

seal.

My Commission Expires _____

CLEARFIELD COUNTY

5-2-85
15-4-85
15-4-85

Commonwealth of Pennsylvania

County of _____ } ss.

RECORDED in the Office for Recording of Deeds, etc., in and for said County,
in Deed Book No. 1217, Page 06

WITNESS my hand and official seal this 2nd day of May, 1985

Michael R. Lytle
Recorder of Deeds

*Att 3.4 1,900.00
Sandy, Pa. 930.00*

Deed

WARRANTY DEED

The Flankhorn Co., Williamsport, Pa.

GEORGE L. WILSON et ux.

to

RICHARD H. LEWIS, SR et ux.

Dated May 20, 1985

For Parcel of land situated in
Sandy Township, Clearfield
County, PA

Consideration \$190,000.00

Recorded

Entered for Record in the Recorder's

Office of

County, the

day of Tax, \$

19

Fee, \$

Recorder

Entered of Record 5-20-1985 6454 Michael R. Lytle, Recorder

BLAKLEY & JONES

ATTORNEYS AT LAW

406 DEPOSIT BANK BLDG.

DUBOIS, PENNSYLVANIA 15801

Agreement

1. RICHARD M. LEWIS, SR. AND SHIRLEY N. LEWIS ARE THE OWNERS
OF ALL PROPERTY DESCRIBED HEREIN AND SHALL BE REFERRED TO
AS THE "OWNERS" AND/OR THE "LESSORS" FOR PURPOSES OF THIS
AGREEMENT.

2. DENNIS G. DOKSA AND DEBORAH N. BERTON SHALL BE REFERRED
TO AS THE "LESSEES" FOR PURPOSES OF THIS AGREEMENT.

IT CINE
2004.15
AMOUNT OF
RECEIVED
PURCHASED

3. THE PROPERTY WHICH IS THE SUBJECT OF THIS AGREEMENT
IS THE DAIRY QUEEN STORE AND THE 1 STORY FRAME
DWELLING AND FRAME GARAGE WEST OF THE DAIRY QUEEN
STORE AS SHOWN ON THE ATTACHED PLAN. ONLY THE
LAND IN THE IMMEDIATE VICINITY OF THE 3 DESCRIBED
STRUCTURES AND AS OUTLINED IN RED ON THE ATTACHED PLAN
IS TO BE CONSIDERED AS PART OF THIS AGREEMENT. OWNER
SHALL HAVE RIGHT OF ACCESS OVER THIS PARCEL TO ACCESS
OTHER LANDS OF OWNERS WHICH BORDER THIS PARCEL ON THE WEST
SIDE AND ON THE SOUTH SIDE.

4. URING THE PERIOD OF THIS AGREEMENT THE LESSEES SH
HAVE THE RIGHT TO OPERATE THE DAIRY QUEEN STORE AND
TO RESIDE IN THE DWELLING AND OCCUPY THE GARAGE IN
ACCORDANCE WITH THE FOLLOWING TERMS:

A. ALL OPERATIONS OF THE DAIRY QUEEN STORE SHALL BE
CONDUCTED IN ACCORDANCE WITH ALL REQUIREMENTS OF
INTERNATIONAL DAIRY QUEEN, INC AND IN ACCORDANCE
WITH THE EXISTING FRANCHISE AGREEMENT BETWEEN
THE OWNERS AND IDQ, INC.

B. LESSEES SHALL BE RESPONSIBLE FOR ALL COSTS INCUR
IN CONDUCTING BUSINESS IN ACCORDANCE WITH THE ABOVE
INCLUDING ALL LABOR, MATERIAL, MAINTENANCE AND REPAIR
MENT COSTS, REAL ESTATE TAXES, UTILITIES, INSURANCE
PROVIDING AT LEAST AS MUCH COVERAGE AS THAT CURRENTLY
CARRIED BY THE OWNERS, LICENSES, FEES AND ALL OTHER
COSTS RELATED TO RESIDING AT AND CONDUCTING BUSINESS AT
THIS LOCATION. THERE SHALL BE NO COSTS PAYABLE BY THE

- OWNERS, FOR ANY REASON, AT THIS LOCATION, THROUGHOUT THE PERIOD OF THIS AGREEMENT.
- C. THE DAIRY QUEEN STORE SHALL BE OPEN AT LEAST 6 CONSECUTIVE MONTHS EACH YEAR INCLUDING, AS MINIMUM, THE MONTHS OF APRIL THROUGH SEPTEMBER.
- D. THE STORE SHALL BE STAFFED AND MAINTAINED, INCLUDING EQUIPMENT REPAIRS AND/OR REPLACEMENT AND/OR THE ADDITION OF NEW EQUIPMENT AS REQUIRED, IN A MANNER THAT WILL RESULT IN THE SALE OF NOT LESS THAN 6000 GALLONS OF APPROVED DAIRY QUEEN MIX ANNUALLY. HOW MANY GALLON IN 93
- E. ALL BUILDINGS AND GROUNDS SHALL BE KEPT IN A GOOD STATE OF REPAIR AND KEPT PRESENTABLE IN APPEARANCE IN A MANNER WHICH WILL AT LEAST MEET THE MINIMUM REQUIREMENTS OF IDG RELATING TO SUCH ITEMS.
- F. NO BUSINESS OTHER THAN THE MANUFACTURE AND SALE OF APPROVED DAIRY QUEEN PRODUCTS MAY BE CONDUCTED IN OR IN THE VICINITY OF THE DAIRY QUEEN STORE AND ADJACENT PARKING AREAS.
- G. NO PART OF THE ENTIRE PROPERTY OR BUILDINGS WHICH ARE THE SUBJECT OF THIS AGREEMENT MAY BE SUBLET TO ANY OTHER PERSONS FOR ANY REASON.
- (F) OPERATION OF THE DAIRY QUEEN STORE AND/OR RESPONSIBILITY FOR COMPLIANCE WITH THE TERMS OF THIS AGREEMENT MAY NOT BE TRANSFERRED TO ANY OTHER PERSON OR PERSONS BY THE LESSEES.
- G. LESSEES ARE ENTITLED TO RESIDE IN THE HOUSE LOCATED AT THIS SITE. OWNERS WILL BE RESPONSIBLE TO NOTIFY PRESENT TENANTS OF THE HOUSE AND TO PROVIDE OCCUPANCY TO LESSEES NOT LATER THAN SIX MONTHS AFTER THE DATE OF THIS AGREEMENT. PRESENT TENANTS WILL CONTINUE TO PAY THEIR MONTHLY RENTAL TO OWNERS UNTIL THEY HAVE VACATED THE HOUSE.

IN THE EVENT OF DEATH OF ONE LESSEE WHO HAS THE SHARE E TRANSFERRED

H. ALTHOUGH OWNERS WILL CONTINUE TO MAINTAIN CURRENT LEVELS OF PROPERTY DAMAGE AND LIABILITY INSURANCE, PREMIUMS FOR WHICH ARE PAYABLE BY LESSEES AS STATED ELSE WHERE IN THIS AGREEMENT, LESSEES MAY BE HELD LIABLE FOR

ANY INCIDENTS ATTRIBUTABLE TO THE LESSEES. OWNERS DO NOT CARRY INSURANCE ON THE CONTENTS OF THE HOUSE.
I. A PORTION OF THE WATER, SEWER AND NATURAL GAS

FACILITIES SERVING THE SUBJECT PROPERTY ARE LOCATED ON LANDS OF HARVEY F. MURRAY, JR LOCATED IMMEDIATELY NORTH OF THE PROPERTY COVERED BY THIS AGREEMENT. THE OWNERS HAVE THE RIGHT TO ENTER ON THE MURRAY PROPERTY TO MAINTAIN AND/OR REPLACE THE EXISTING FACILITIES AND THE LESSEES SHALL ALSO HAVE THIS RIGHT IN AS MUCH AS MAINTENANCE AND REPLACEMENT OF SUCH FACILITIES IS THE LESSEES RESPONSIBILITY AS STATED ELSE WHERE IN THIS AGREEMENT.

J. EXCEPT FOR ROUTINE MAINTENANCE AND REPAIRS, NO MODIFICATIONS IN EXCESS OF \$500.00 MAY BE MADE TO THE ITEMS COVERED BY THIS AGREEMENT WITHOUT THE CONSENT OF THE OWNERS.

K. INVOICES OR BILLS WHICH ARE PRESENTED TO THE OWNERS AND WHICH ARE THE RESPONSIBILITY OF THE LESSEES UNDER TERMS OF THIS AGREEMENT WILL BE DELIVERED TO THE LESSEES ON A TIMELY BASIS SO THAT ALL MAY BE PAID PRIOR TO THE DUE DATE. LESSEES SHALL PAY ALL BILLS AND INVOICES IN ACCORDANCE WITH THE TERMS OF SUCH BILLS AND INVOICES. MORE THAN 3 EXCEPTIONS PER YEAR TO THIS CONDITION, INCLUDING LATE PAYMENT AND/OR NON-PAYMENT MAY RESULT IN TERMINATION OF THE ENTIRE AGREEMENT.

L. LESSEES SHALL REIMBURSE OWNERS FOR THE VALUE OF THE CURRENT DAIRY QUEEN STORE INVENTORY AND FOR ALL REAL ESTATE TAXES AND INSURANCE PREMIUMS PRO-RATED TO THE DATE OF THIS AGREEMENT. PAYMENT FOR THESE ITEMS IS NOT AN PART OF SELLING THIS HOUSE

5. IN ADDITION TO THE TERMS AND CONDITIONS STATED ABOVE THE LESSEES SHALL PAY THE OWNERS \$40,000.00 (FORTY THOUSAND DOLLARS), minimum, PER YEAR, IN CASH ONLY, IN ACCORDANCE WITH THE FOLLOWING TERMS:

(A) FIRST PAYMENT IS DUE, IN FULL, AT THE DATE OF SIGNING THIS AGREEMENT.

B. SUBSEQUENT PAYMENTS WILL BE DUE JANUARY 1 OF EACH YEAR UNTIL THE SUM OF \$600,000.00 HAS BEEN PAID. ~~OR FOR A PERIOD OF 15 YEARS, WHICHEVER COMES FIRST.~~

C. THE OWNERS MAY TERMINATE THIS AGREEMENT AT ANY TIME PRIOR TO THE FULL \$600,000.00 (SIX HUNDRED THOUSAND) BEING PAID FOR FAILURE OF LESSEES TO COMPLY WITH ANY TERMS OF THE AGREEMENT.

D. LESSEES MAY TERMINATE THIS AGREEMENT AT ANY TIME DURING THE PERIOD OF THE AGREEMENT PROVIDED THAT ALL PAYMENTS DUE TO DATE HAVE BEEN PAID AND THAT LESSEES PROVIDE OWNERS WRITTEN NOTICE OF THEIR INTENT TO TERMINATE AT LEAST 1 (ONE) YEAR IN ADVANCE OF THE ANTICIPATED TERMINATION DATE. IN CASE OF LESSEES TERMINATION UNDER THIS CLAUSE, LESSEES SHALL PROVIDE OWNERS \$40,000.00 (FORTY THOUSAND DOLLARS) SECURITY TO COVER ANY COSTS, ^{REMAINING UNPAID} INCLUDING FACILITY AND EQUIPMENT REPAIRS AND/OR REPLACEMENT, WHICH CAN BE ATTRIBUTED TO THEIR ^{PERIOD} ~~PERIOD~~ OF OPERATION. AFTER 1 FULL YEAR OF OPERATION AFTER SUCH TERMINATION ^{ANY PORTION OF THE WHICH WAS NOT REQUIRED TO PAY SUCH COSTS} SECURITY, ~~REMAINING~~ WILL BE RETURNED TO THE LESSEES BY THE OWNERS.

E. IF THIS AGREEMENT IS TERMINATED BY EITHER THE OWNERS OR LESSEES IN ACCORDANCE WITH THE ABOVE TERMS PRIOR TO THE FULL \$600,000.00 HAVING BEEN PAID TO THE OWNERS, ALL PAYMENTS RECEIVED PRIOR TO THE TERMINATION SHALL BE CONSIDERED AS LEASE PAYMENTS AND THE LESSEES SHALL NOT BE

HIT ABOUT IN THE CH-
TERMINAL ILLNESS OR A CHAN-
USING LOSS OF LIMBS, BLINDNESS
ETC!

- 5 -

CLAIM TO ANY EQUITY OR INTEREST IN THE SUBJECT
PROPERTY WHATSOEVER AND OWNERS SHALL RETAIN
FULL OWNERSHIP OF ALL PROPERTY AND EQUIPMENT AT
THAT TIME, INCLUDING ANY REPAIRS, MODIFICATIONS
OR REPLACEMENT EQUIPMENT WHICH MAY HAVE BEEN
PROVIDED BY LESSEES DURING THE TERM THEY
LEASED THE SUBJECT PROPERTY.

6. IF THERE IS NO TERMINATION OF THIS AGREEMENT, UNDER
CONDITIONS MENTIONED PREVIOUSLY, PRIOR TO THE FULL
\$600,000.00 (SIX HUNDRED THOUSAND DOLLARS) HAVING BEEN
PAID TO THE OWNERS, THE OWNERS SHALL DELIVER TO
LESSEES A CLEAR DEED AND TITLE TO THE PROPERTY
AND EQUIPMENT WHICH WAS THE SUBJECT OF THIS
AGREEMENT, AT THAT TIME, OWNERS WILL ALSO
TRANSFER THE DAIRY QUEEN FRANCHISE TO THE LESSEES.

7. IF EITHER OF THE LESSEES IS UNABLE TO FULFILL
HIS OR HER OBLIGATION TO THE OWNERS UNDER THIS
AGREEMENT, ^{OR IN THE EVENT OF THE DEATH OF EITHER OF THE LESSEES,} THE ~~OTHER~~ ^{REMAINING} LESSEE SHALL BE OBLIGATED
TO FULFILL THE TERMS OF THE AGREEMENT. SINCE
THIS AGREEMENT IS NOT TRANSFERABLE BY THE LESSEES
UNDER ITEM (4.F.) OF THE AGREEMENT, OWNERS SHALL
RETAIN FULL OWNERSHIP AS IN ITEM 5.E. IN THE
EVENT OF THE DEATH OF BOTH LESSEES.

8. IN THE EVENT OF THE DEATH OF ONE OF THE OWNERS,
THE LESSEES, ^{REMAINING} OR LESSEE UNDER ITEM 7, ABOVE, SHALL BE
OBLIGATED TO FULFILL THE TERMS OF THE AGREEMENT
TO THE REMAINING OWNER. IN THE EVENT OF THE
DEATH OF BOTH OWNERS, THE LESSEES OR REMAINING
LESSEE SHALL FULFILL THE TERMS OF THE AGREEMENT
IN ACCORDANCE WITH THE LAST WILL AND TESTAMENT
OF THE OWNERS.

9. THIS IS THE FULL AND COMPLETE AGREEMENT ON THIS MATTER

WITNESS:

SIGNATURE
(PRINT WITNESS NAME)

DATE

SIGNATURE
RICHARD H. LEWIS, Sr., OWNER

DATE

SIGNATURE

DATE

SIGNATURE

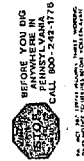
DATE



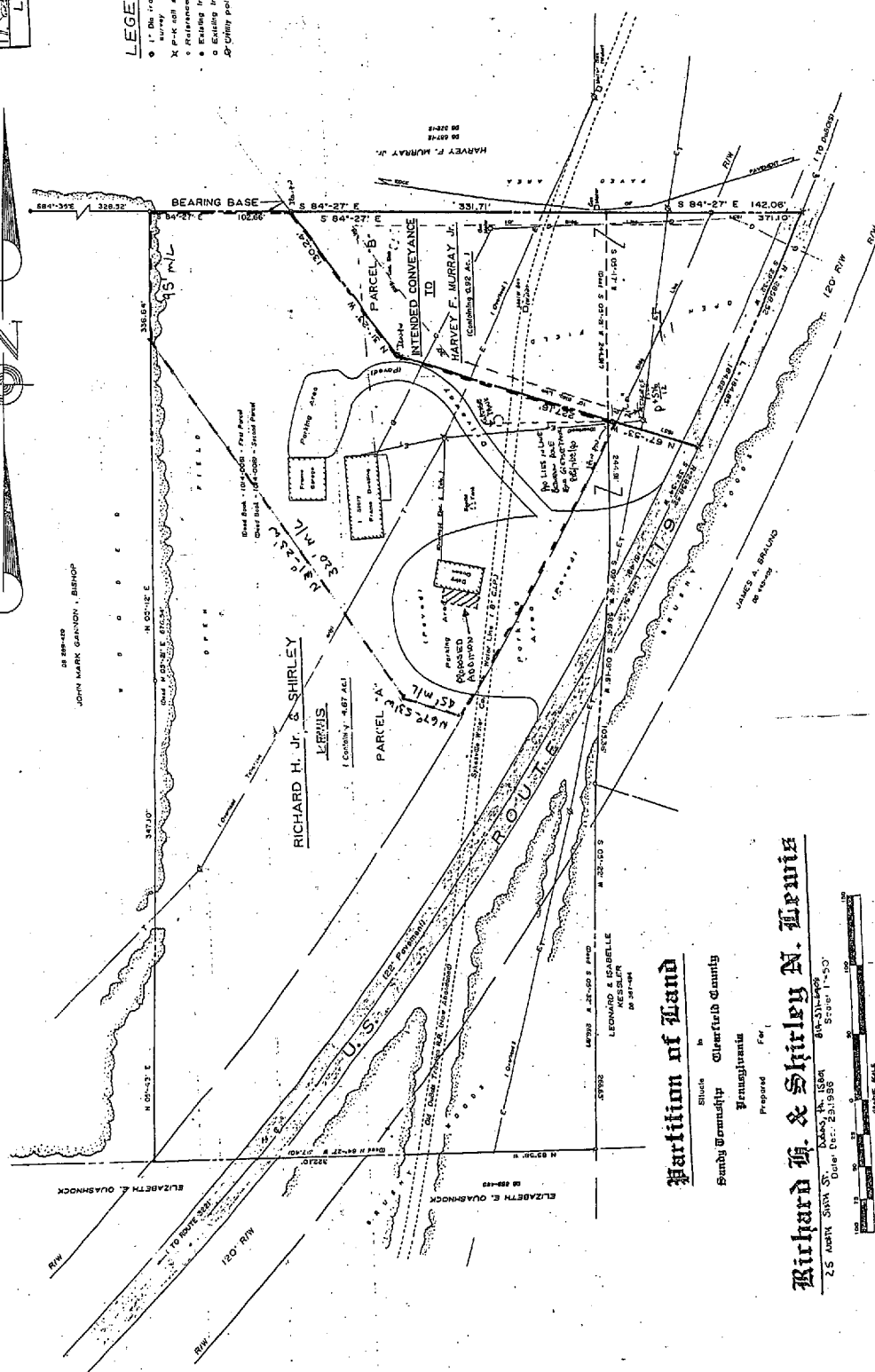
LOCATION MAP.

LEGEND

- 1 - Dia iron pipe w/survey plug set by this survey
- 2 - P-K call set in Route 119
- 3 - Reference point
- 4 - Existing Iron Pin (found)
- 5 - Existing Iron Pipe (found)
- 6 - Utility pole...



BEFORE YOU DIG ANYWHERE IN PENNSYLVANIA CALL 800-242-1778



Partition of Land

Silucka to
Sandy Township
Clearfield County
Pennsylvania

For
prepared

Richard & Shirley N. Lewis

Dados, Th. 1500

DATE: Dec. 23, 1938

100 75 50 25 0

GRANITE WALL

Prepared by: Alexander Sur
Reviewed by: J.F. Werner, P.L.S.

Drawn by: L. Alexander, P.L.S.

I, Dennis G. Doksa, verify that the statements made in the foregoing Amended Complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

Date: 12-28-07

* Dennis G. Doksa

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

—
109 NORTH BRADY STREET
DUBOIS, PA 15801

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

DENNIS G. DOKSA,
Plaintiff

-vs-

RICHARD H. LEWIS, SR. and
SHIRLEY N. LEWIS,
Defendant

*
*
*
*
*
*
*

No. 2007-1651-CD

Type of Action:
Civil

Type of Pleading:
Certificate of Service

Filed on Behalf of:
Plaintiff

Counsel of Record for this
Party:

Richard H. Milgrub, Esquire
Supreme Court I.D. 19865

211 North Second Street
Clearfield, PA 16830
(814) 765-1717

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

—
109 NORTH BRADY STREET
DUBOIS, PA 15801

FILED
01/31/08
JAN 02 2008

NO CC

William A. Shaw
Prothonotary/Clerk of Courts

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

DENNIS G. DOKSA,
Plaintiff

-vs-

RICHARD H. LEWIS, SR. and
SHIRLEY N. LEWIS,
Defendant

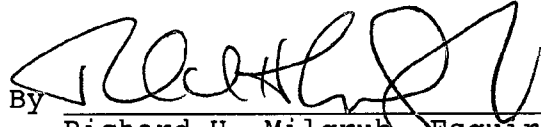
*
*
*
*
*
*
*

No. 2007-1651-CD

CERTIFICATE OF SERVICE

I, Richard H. Milgrub, Esquire, do hereby certify that a certified copy of Plaintiff's Amended Complaint was served upon the Defendants' attorney of record, Toni M. Cherry, Esquire, PO Box 505, DuBois, Pennsylvania 15801, by depositing the same in the United States Postal Service, regular first-class mail postage prepaid this 28th day of December, 2007.

By


Richard H. Milgrub, Esquire
Attorney for Plaintiff

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

—
109 NORTH BRADY STREET
DUBOIS, PA 15801

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

DENNIS G. DOKSA,
Plaintiff

-vs-

RICHARD H. LEWIS, SR. and
SHIRLEY N. LEWIS,
Defendants

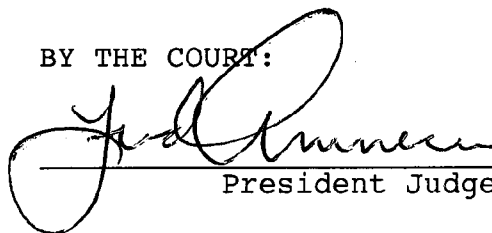
*
*
*
*
*
*
*

No. 2007-1651-CD

ORDER

AND NOW, this 2 day of Jan, 2008, upon
consideration of the Plaintiff's Petition to Enjoin Possible Sale
of Real Property and Franchise in Dispute, it is hereby ORDERED
and DECREED that hearing on said Petition be scheduled for the
25th day of February, 2008 at 1:30 p.m. in Courtroom
1 of the Clearfield County Courthouse, Clearfield,
Pennsylvania.

BY THE COURT:


President Judge

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830
—
109 NORTH BRADY STREET
DUBOIS, PA 15801

FILED ^{ICC}
014100301
JAN 02 2008
Any milgrub
William A. Shaw
Prothonotary/Clerk of Courts (GK)

FILED

JAN 02 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 12/08

☒ 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
CIVIL DIVISION

DENNIS G. DOKSA,
Plaintiff

-vs-

RICHARD H. LEWIS, SR. and
SHIRLEY N. LEWIS,
Defendant

*
*
*
*
*
*
*

No. 2007-1651-CD

Type of Action:
Civil

Type of Pleading:
Certificate of Service

Filed on Behalf of:
Plaintiff

Counsel of Record for this
Party:

Richard H. Milgrub, Esquire
Supreme Court I.D. 19865

211 North Second Street
Clearfield, PA 16830
(814) 765-1717

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

109 NORTH BRADY STREET
DUBOIS, PA 15601

FILED No CC.
0/1:55cm
JAN 08 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

DENNIS G. DOKSA,
Plaintiff

-vs-

RICHARD H. LEWIS, SR. and
SHIRLEY N. LEWIS,
Defendant

*
*
*
*
*
*
*

No. 2007-1651-CD

CERTIFICATE OF SERVICE

I, Richard H. Milgrub, Esquire, do hereby certify that a certified copy of Plaintiff's Petition for Contempt and Order scheduling hearing for February 25, 2008 at 1:30 p.m. was served upon the Defendants' attorney of record, Toni M. Cherry, Esquire, PO Box 505, DuBois, Pennsylvania 15801, by depositing the same in the United States Postal Service, regular first-class mail postage prepaid this 7th day of January, 2008.

By



Richard H. Milgrub, Esquire
Attorney for Plaintiff

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

DENNIS G. DOKSA,
Plaintiff

-vs-

RICHARD H. LEWIS, SR. and
SHIRLEY N. LEWIS,
Defendants

*
*
*
*
*
*
*

No. 2007-1651-CD

Type of Pleading:
Ten-Day Notice of
Default Judgment

Filed on Behalf of:
Plaintiff

Counsel of Record for this
Party:

Richard H. Milgrub, Esquire
Supreme Court I.D. 19865

211 North Second Street
Clearfield, PA 16830
(814) 765-1717

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830
—
109 NORTH BRADY STREET
DUBOIS, PA 15801

FILED 1CC
01/10/12
JAN 23 2008
William A. Shaw
Prothonotary/Clerk of Courts
Milgrub

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

DENNIS G. DOKSA,
Plaintiff

-vs-

RICHARD H. LEWIS, SR. and
SHIRLEY N. LEWIS,
Defendants

*
*
*
*
*
*
*

No. 2007-1651-CD

TEN-DAY NOTICE OF DEFAULT JUDGMENT

TO: Richard H. Lewis, Sr. and
Shirley N. Lewis

DATE OF NOTICE: January 23, 2008

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
(814) 765-2641

By 

Richard H. Milgrub, Esquire
Attorney for Plaintiff

211 North Second Street
Clearfield, PA 16830
(814-765-1717)

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

109 NORTH BRADY STREET
DUBOIS, PA 15801

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

DENNIS G. DOKSA,
Plaintiff

-vs-

RICHARD H. LEWIS, SR. and
SHIRLEY N. LEWIS,
Defendants

*
*
*
*
*
*
*

No. 2007-1651-CD

Type of Action:
Civil

Type of Pleading:
Certificate of Service

Filed on Behalf of:
Plaintiff

Counsel of Record for this
Party:

Richard H. Milgrub, Esquire
Supreme Court I.D. 19865

211 North Second Street
Clearfield, PA 16830
(814) 765-1717

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

109 NORTH BRADY STREET
DUBOIS, PA 15801

FILED No CC
01/21/2008
JAN 28 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

DENNIS G. DOKSA,
Plaintiff

-vs-

RICHARD H. LEWIS, SR. and
SHIRLEY N. LEWIS,
Defendants

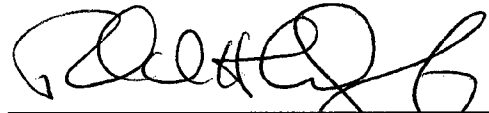
*
*
*
*
*
*
*

No. 2007-1651-CD

CERTIFICATE OF SERVICE

I, Richard H. Milgrub, Esquire, do hereby certify that
a certified copy of Plaintiff's Ten-Day Notice of Default
Judgment was served upon the Defendants' attorney of record, Toni
M. Cherry, Esquire, PO Box 505, DuBois, Pennsylvania 15801, by
depositing the same in the United States Postal Service, regular
first-class mail postage prepaid this 23rd day of January, 2008.

By



Richard H. Milgrub, Esquire
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DENNIS G. DOKSA,
Plaintiff

vs.

RICHARD H. LEWIS, SR.,
SHIRLEY N. LEWIS,
Defendants

: No. 2007 - 1651 C.D.
:
: Type of Pleading: CIVIL
:
: Type of Pleading: ANSWER TO
: AMENDED COMPLAINT, NEW MATTER
: AND COUNTERCLAIM
:
: Filed on Behalf of: RICHARD H. LEWIS, SR.,
: and SHIRLEY N. LEWIS, Defendants
:
: Counsel of Record for these Parties:
:
: TONI M. CHERRY, ESQ.
: Supreme Court No.: 30205
:
: GLEASON, CHERRY AND
: CHERRY, L.L.P.
: Attorneys at Law
: P. O. Box 505
: One North Franklin Street
: DuBois, PA 15801
:
: (814) 371-5800

FILED 3cc
012:25/01 Atty T. Cherry
FEB 04 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

DENNIS G. DOKSA,
Plaintiff

vs.

RICHARD H. LEWIS, SR.,
SHIRLEY N. LEWIS,
Defendants

:
:
:
: No. 2007 - 1651 C.D.
:
:
:

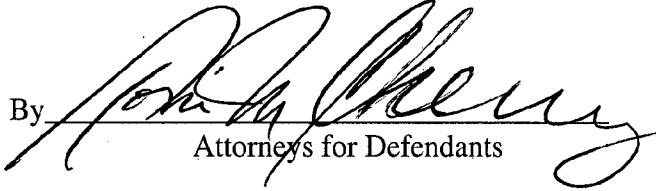
NOTICE TO PLEAD

To The Within Plaintiff:

YOU ARE HEREBY NOTIFIED TO
PLEAD TO THE WITHIN NEW MATTER
AND COUNTERCLAIM WITHIN TWENTY
(20) DAYS FROM THE DATE OF SERVICE
HEREOF.

GLEASON, CHERRY AND CHERRY, L.L.P.

By


Attorneys for Defendants

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DENNIS G. DOKSA,

Plaintiff

vs.

RICHARD H. LEWIS, SR.,

SHIRLEY N. LEWIS,

Defendants

:
:
:
:
:
:
:
:
:

No. 2007 - 1651 C.D.

ANSWER TO AMENDED COMPLAINT

AND NOW, come the Defendants, RICHARD H. LEWIS, SR., and SHIRLEY N.

LEWIS, by and through their attorneys, GLEASON, CHERRY AND CHERRY, L.L.P., and answer the Amended Complaint filed by Plaintiff as follows:

1. ADMITTED.

2. ADMITTED.

3. ADMITTED.

4. DENIED. At no time during the month of November of 1993 nor during any other month did Plaintiff and Defendants enter into negotiations concerning the purchase of the premises described in Exhibit "A" attached to Plaintiff's Amended Complaint. On the contrary, in late January of 1994, Plaintiff's then girlfriend, Deborah N. Burton, approached Defendant , Richard H. Lewis, Sr., and requested to know under what terms he would agree to sell his interest in the business known as Debi's Dairy Queen and a portion of the real estate owned by Defendants to Deborah N. Burton and her then paramour, Dennis G. Doksa.

Defendant, Richard H. Lewis, Sr., did present a proposal to Deborah N. Burton and the Plaintiff but Plaintiff objected to the terms and conditions and, as a result, no further discussions ever took place.

5. DENIED. There was never any agreement reached between Plaintiff and Defendants, Richard H. Lewis, Sr., and Shirley N. Lewis, and; consequently, there were no terms to be reduced to writing. On the contrary, in late January of 1994, Plaintiff's estranged wife, who was then his girlfriend, Deborah N. Burton, and an employee of Defendants in the business owned by Defendants and known as Debi's Dairy Queen did ask Defendant, Richard H. Lewis, Sr., under what terms he would consider transferring his interest in the business known as Debi's Dairy Queen to her and her then paramour, the Plaintiff. In response, Defendant, Richard H. Lewis, Sr., without consulting with Defendant, Shirley N. Lewis, did present a written proposal detailing the terms and conditions under which he would be willing to request permission to transfer his ownership in the franchise and to convey the same and some real estate to his step-daughter and her then paramour, the Plaintiff. The written proposal he presented to the said Deborah N. Burton and which she presented to the Plaintiff for his consideration is the writing attached to Plaintiff's Amended Complaint as Exhibit "B".

6. [sic] There was no Paragraph 6 in Plaintiff's Amended Complaint.

7. DENIED. At no time did Plaintiff sign the original of the document attached to his Amended Complaint as Exhibit "B" nor did he present the same to Deborah N. Doksa, then known as Deborah N. Burton, for her signature. On the contrary, Plaintiff advised Defendant, Richard H. Lewis, Sr., that he was not interested in purchasing the business known as Debi's Dairy Queen and the portion of land that Defendant, Richard H. Lewis, Sr., was willing to sell

along with the business and, as a result, Plaintiff never returned the written proposal to Defendant, Richard H. Lewis, Sr., but kept the only copy of the same which was never signed and never referred to again by the parties until Plaintiff instituted the above-captioned lawsuit.

8. DENIED. Plaintiff never received a signed copy of Exhibit "B" attached to his Amended Complaint because there was no signed copy as Plaintiff wholly rejected the terms presented to him by Defendant, Richard H. Lewis, Sr. Plaintiff never signed the proposal presented to him and never returned it to Defendant, Richard H. Lewis, Sr. Furthermore, Plaintiff never paid Defendants the sum of \$40,000.00 as a first installment nor did he ever pay an additional \$20,000.00 toward future payments as stated in Paragraph 8 of his Amended Complaint.

9. DENIED. Plaintiff never made any downpayment of any money to either of the Defendants because he had previously rejected the proposal submitted to him by the Defendant, Richard H. Lewis, Sr. Plaintiff did not take possession of the premises nor did he proceed to operate Debi's Dairy Queen nor reside on the premises pursuant to the terms of Exhibit "B". On the contrary, Plaintiff and the said Deborah N. Burton, who was already an employee of the business known as Debi's Dairy Queen, became managers of said business in March of 1994. Defendants continued to exercise all indices of ownership and control over the business known as Debi's Dairy Queen and the property upon which it is located and Plaintiff did not move into the residence located thereon until September of 1994 when Deborah N. Burton advised her mother and step-father, the Defendants, that she would like to live in the home located on the premises. Plaintiff accompanied her when she moved into the premises because he was living with the said Deborah N. Burton at the time and later married her on December 31, 1994.

By way of further answer, it is averred that Defendant, Shirley N. Lewis, continued to enter onto the property and actually run the business known as Debi's Dairy Queen and did continue to work in said business as its owner throughout the period wherein Plaintiff alleged he had sole possession of the same.

10. DENIED. Plaintiff has not had the continuous and exclusive possession of the property under the terms of any agreement with Defendants because no such agreement ever existed between Plaintiff and Defendants.

On the contrary, Plaintiff specifically rejected the terms of the proposal made by Defendant, Richard H. Lewis, Sr., and; as a result, no further discussions were had and the parties did not proceed further with any idea of Plaintiff purchasing Debi's Dairy Queen from Defendants. At all time pertinent to Plaintiff's Amended Complaint, he was allowed to be a manager of the business known as Debi's Dairy Queen because of Defendants' relationship to Deborah N. Burton and the fact that he resided with her and was her paramour and later, her husband. During the time that Plaintiff acted as manager Defendant, Shirley N. Lewis, continued to work in the business as the owner and both Defendants exercised all of the indices of ownership and control over the business known as Debi's Dairy Queen and all of the real estate upon which the same is located.

11. DENIED. Any improvements made to the property described in Exhibit "A" attached to Plaintiff's Amended Complaint were made by Defendants with their own money. At no time did Plaintiff invest any of his own money in making any improvements on the property. On the contrary, Defendants either paid for improvements out of monies earned by their business or had to continue to put their own money into the business on a regular basis so

that the business being managed by Plaintiff and Deborah N. Burton could continue to open and operate.

12. DENIED. At no time until immediately prior to the filing of the instant action did Plaintiff ever claim a right to Defendants' property or the business known as Debi's Dairy Queen. On the contrary, throughout the time that Plaintiff acted as a manager of said business on behalf of the Defendants, Defendants always loaned the business between \$2,000.00 and \$3,000.00 every Spring so that the business could re-open and Defendants continuously loaned the business money to purchase equipment on an on-going basis and loaned the business money so that improvements could be made to the business and to the real estate located thereon. At no time did Plaintiff ever claim a right to the property or operation of Debi's Dairy Queen superior to that of the Defendants but at all times pertinent hereto recognized that Defendants were the owners of said business and he functioned therein solely as their employee and the man married to their daughter.

13. DENIED. The parties never entered into the so-called "agreement" attached to Plaintiff's Amended Complaint as Exhibit "B" nor did Plaintiff at any time comply with the terms that are set forth in the unsigned proposal identified as Exhibit "B". Plaintiff never paid any downpayment nor did he make any payments nor did he ever throughout the time that he resided on the premises or worked as a manager ever attempt to follow the terms of Exhibit "B" because the parties never agreed to the same. Instead, Plaintiff at all times functioned as a manager and was fully compensated for his efforts as such by Defendants.

14. DENIED. Not during the first year nor for any year thereafter did Plaintiff pay Defendants \$40,000.00 pursuant to any agreement because there was no agreement and

Plaintiff never paid Defendants any monies pursuant thereto. On the contrary, after Plaintiff became a manager of the business known as Debi's Dairy Queen, Defendant, Shirley N. Lewis, continued to come to the business on a daily basis and to supervise the operation of the same as one of its owners and both Defendants continued to exercise all indices of ownership in furtherance of their duties as franchisees and licensees of the business known as Debi's Dairy Queen.

15. DENIED. There is no date on the proposal attached to Plaintiff's Amended Complaint as Exhibit "B" because the same was merely a proposal and the parties never reached an agreement on the terms set forth therein. Plaintiff rejected the terms of the proposal and, as a result, no further discussions were held between Defendants and Plaintiff and Plaintiff has never been ready or willing to comply with all and singular the terms contained in Exhibit "B" and did not ever fulfill any of the terms contained in Exhibit "B" but at all times was an employee of the Defendants and did act as a manager for the Defendants and resided in the residence located upon Defendants' premises because he was the husband of their daughter, Deborah N. Burton.

16. DENIED. The parties never entered into any agreement whereby Plaintiff would be allowed to purchase the business known as Debi's Dairy Queen and any of the real estate upon which said business is located. Furthermore, Plaintiff never made any payments toward the purchase of said business and it is specifically denied that he has only one more payment to be made or that Defendants have any obligation to convey their business and real estate to Plaintiff.

17. ADMITTED. By way of further answer, it is averred that Deborah N. Doksa has now returned to her maiden name and is known as Deborah N. Burton.

18. DENIED as stated. On July 24, 2007, Defendant, Richard H. Lewis, Sr., fired the Plaintiff from his employment at Debi's Dairy Queen because of behavior by the Plaintiff that constituted willful misconduct on the part of the Plaintiff. When Defendant, Richard H. Lewis, Sr., learned of the offensive behavior of the Plaintiff and his use of profane language during the course of his employment as a manager for the Defendants' business, Defendant, Richard H. Lewis, Sr., advised the Plaintiff that he could no longer work for the Defendants in their business known Debi's Dairy Queen. Defendants' right to fire Plaintiff for his willful misconduct was confirmed by the Commonwealth of Pennsylvania, Department of Labor and Industry, when Plaintiff, as a former employee of Defendants, did file for Unemployment Compensation which was wholly denied.

19. DENIED. There was no agreement between Plaintiff and Defendants as Plaintiff rejected the proposal of the Defendant, Richard H. Lewis, Sr., to sell the business known as Debi's Dairy Queen to Plaintiff and the said Deborah N. Burton in accordance with the terms set forth in Exhibit "B" attached to Plaintiff's Amended Complaint. Had Plaintiff and Defendants entered into an agreement containing the terms set forth in Exhibit "B", which Defendants wholly deny, the behavior of the Plaintiff toward Defendants' employees constituted a violation of the requirements of Paragraph 4.A. of Exhibit "B", giving Defendants the right to terminate any such agreement had it existed.

Furthermore, it is averred that for all of the reasons set forth in Paragraphs 13 through 16 inclusive of this Answer, Plaintiff demonstrated behavior that would not have been

in compliance with the terms of the unsigned document that Plaintiff attached to his Amended Complaint as Exhibit "B".

By way of further answer, it is DENIED that the actions of the Defendant, Richard H. Lewis, Sr., in firing Plaintiff from his employment and directing that Plaintiff not continue to work for the Defendants was not unwarranted. On the contrary, the actions of the Defendant were entirely warranted by the Plaintiff's behavior and the actions of Defendant, Richard H. Lewis, Sr., were not only upheld by the Commonwealth of Pennsylvania, Unemployment Compensation Board of Review, they were upheld by the Court of Common Pleas of Clearfield County, Pennsylvania, in Its issuance of an Order confirming that the Plaintiff was not to enter upon the premises known as Debi's Dairy Queen.

20. DENIED. There was no contract between Plaintiff and Defendants and thus no contract to be enforced. Plaintiff never operated the business known as Debi's Dairy Queen as an owner or purchaser thereof but at all times acted as the employee of Defendants and managed said business as a paid employee of the Defendants until such time as Defendants fired Plaintiff for his willful misconduct.

By way of further answer, it is averred that because Plaintiff sues on a claim that he entered into an alleged contract with Defendants that he has attached to his Amended Complaint as Exhibit "B", Plaintiff's cause of action is controlled by the terms of what he claims is his contract. Therefore, Plaintiff cannot invoke powers of equity nor ask Your Honorable Court not to rescind a contract if the terms of the contract he claims he has allows for such rescission.

WHEREFORE, Defendants respectfully request that Plaintiff's Amended Complaint be dismissed with costs assessed against Plaintiff.

NEW MATTER

21. Defendants incorporate herein by reference the averments contained in Paragraphs 1 through 20 inclusive of the foregoing Answer as if each and every averment were set forth at length herein as part of this New Matter.

22. Plaintiff's Amended Complaint seeks to compel specific performance from Defendants, alleging Defendants failed to perform under terms of an unsigned memorandum whereby Defendants were to sell to Plaintiff a business and real estate allegedly described in Plaintiff's Exhibit "B" in exchange for payment of \$600,000.00 under certain terms and conditions.

23. The alleged agreement on which Plaintiff sues is not executed by either Defendant and it is averred that there is no such written memorandum or written contract that is signed by either Defendant because no agreement for sale was ever reached by the parties.

24. The alleged agreement on which the Plaintiff brings this action is governed by Title 33 of the Pennsylvania Consolidated Statutes, known as the Statute of Frauds, which requires that any agreement for the sale of real estate must be in writing and signed by the party to be charged. No agreement for the sale of real estate that is not signed by the party to be charged is enforceable in the Commonwealth of Pennsylvania.

25. That the alleged unsigned agreement on which Plaintiff sues is also governed by the requirement of 13 Pa. C.S.A. §2201 requiring any contract for the sale of goods for the price of

\$500.00 or more to be signed by the party against whom enforcement is sought or else such document is unenforceable.

26. Because there is no agreement in writing signed by either of the Defendants, the provisions of the Statute of Frauds have not been complied with in respect to this alleged contract, such that Plaintiff's cause of action on the alleged contract is barred by the defense of the Statute of Frauds.

27. The alleged contract attached to Plaintiff's Amended Complaint as Exhibit "B" does not fall within any exceptions to the Statute of Frauds and Defendants wholly deny that any such contract was ever made with Plaintiff.

28. That Plaintiff never approached Defendant, Shirley N. Lewis, to inquire about the purchase of the business known as Debi's Dairy Queen nor any of the real estate upon which said business is located and Defendant, Shirley N. Lewis, never spoke with Plaintiff concerning his desire or refusal to purchase the same.

29. That at no time did Defendant, Shirley N. Lewis, ever offer to sell her interest in Debi's Dairy Queen or any portion of the real estate upon which it is located to Plaintiff.

30. That Defendant, Shirley N. Lewis, did not participate in the preparation of the written offer to sell the business known as Debi's Dairy Queen or any of the real estate upon which said business is located that is attached to Plaintiff's Amended Complaint as Exhibit "B" nor was she consulted in the preparation thereof by Defendant, Richard H. Lewis, Sr.

31. That at no time did Defendant, Shirley N. Lewis, authorize Defendant, Richard H. Lewis, Sr., to respond on her behalf to Plaintiff's inquiry concerning whether Defendants would sell said business and real estate nor did she give Defendant, Richard H. Lewis, Sr.,

authority, either oral or written, to propound terms under which Defendant, Shirley N. Lewis, would sell her ownership interest in Debi's Dairy Queen or any of the real estate upon which said business is located.

32. That without written authority from Defendant, Shirley N. Lewis, Defendant, Richard H. Lewis. Sr., could not act as the agent of Shirley N. Lewis and had no authority to offer to sell the interest of Shirley N. Lewis in either Debi's Dairy Queen or the real estate upon which it is located on behalf of the said Shirley N. Lewis.

33. That without the written authorization of Shirley N. Lewis, Plaintiff's claims that Exhibit "B" is an alleged contract are unenforceable under the Statute of Frauds.

34. That no agreement for the sale of the business known as Debi's Dairy Queen or for the sale of any of the real estate upon which said business is located was ever reached between Plaintiff and Defendants and at all times pertinent to Plaintiff's claims, he was an employee of the Defendants and acted solely in his capacity as a manager of Defendants' business known as Debi's Dairy Queen which Defendants have owned since 1985.

35. That Plaintiff's position as an employee of said business and not as a purchaser thereof is confirmed by the fact that Plaintiff at all times was paid a salary by said business and was at all times subject to the direction of Defendants as their employee.

36. That at no time did Plaintiff ever pay to Defendants the initial sum of \$40,000.00 nor any other monies as an alleged purchase price for said business or real estate because no agreement for the sale thereof existed between the parties.

37. That at no time relevant to Plaintiff's Amended Complaint did he ever exercise any of the indices of ownership over the business of the Defendants but, on the contrary,

Defendants at all time exercised sole ownership and control over said business and continued to loan said business money on a yearly basis so their business could open and did contribute their own funds to the business for the purchase of equipment when the business did not have sufficient funds over the years with which to pay for said equipment. Moreover, Defendants contributed their own money to the making of improvements to the real property. Defendants would not have had to do any of the foregoing had Plaintiff had the agreement to purchase the premises and business that he has attached as Exhibit "B".

38. That in the alternative, the alleged agreement by which Plaintiff claims he has a right to purchase Defendants' business and real estate requires compliance with Paragraphs 4.A.; 4.B.; 4.D.; 4.F.; 4.J.; 4.K.; 4.L.; and Paragraphs 5.A. and 5.B. and Defendants contend that if Plaintiff had operated under the terms of the alleged contract he has attached to his Amended Complaint as Exhibit "B", he has wholly violated the aforesaid provisions thereof giving rise to the right by Defendants to terminate such an agreement with Plaintiff in accordance with Paragraphs 5.C. without Plaintiff having any cause of action against Defendants therefor in accordance with Paragraph 5.E.

39. That Plaintiff was at all times an employee of the Defendants whose behavior gave Defendants the right to terminate Plaintiff on grounds of willful misconduct. In the alternative, Defendants aver that even if there had been an agreement with Plaintiff, which Defendants wholly deny, Plaintiff did not comply with the terms and conditions thereof but, instead, his wrongful behavior as previously alleged would have given to Defendants the right to terminate any such alleged agreement under the terms of Paragraphs 5.C. and 5.E.

40. That in the alternative, Defendants allege that even if there were the agreement that Plaintiff claims he had with the Defendants, which Defendants wholly deny, the very terms of such Exhibit "B" under which Plaintiff sues allow Defendants to terminate the alleged agreement because of Plaintiff's violations of the terms specifically set forth in Exhibit "B" under which Plaintiff sues.

41. That Plaintiff never paid to Defendants any downpayment or other consideration that would evidence that there was ever an agreement between Plaintiff and Defendants.

42. That at all times pertinent to Plaintiff's claims, he was an employee of the Defendants but also because of his relationship to them as the husband of Defendants' daughter, he took advantage of Defendants' generosity and mistreated other employees of Defendants' business and wrongly removed from said business monies belonging solely to Defendants, to their detriment and harm.

43. That Plaintiff's conduct was not authorized by the Defendants and at all times pertinent hereto, Plaintiff did not act under color of any agreement with Defendants but as an employee whose wrongful and dishonest conduct gave Defendants the right to terminate him from said employment.

44. That Defendants own and operate the business known as Debi's Dairy Queen under the terms and conditions of a certain Franchise Agreement with American Dairy Queen Corporation which agreement requires the express permission and consent of American Dairy Queen Corporation to the transfer of said franchise known as Debi's Dairy Queen.

45. That at no time did Defendants ever seek the permission and consent of American Dairy Queen Corporation to enter into any contract for the sale of Defendants' license to

operate the said Dairy Queen business because at no time did Defendants ever agree to convey their interest in the license to Plaintiff or to anyone else.

WHEREFORE, Defendants respectfully request that Plaintiff's Amended Complaint be dismissed and that judgment be entered in favor of Defendants against Plaintiff with costs assessed against Plaintiff.

COUNTERCLAIM

46. Defendants incorporate herein by reference the averments contained in Paragraphs 21 through 45 inclusive of the foregoing New Matter as if the same were set forth at length herein.

47. That since Defendants terminated Plaintiff from his employment, Plaintiff has admitted that he took \$400,467.00 from Defendants' business without the express permission and authorization of the Defendants.

48. That despite Defendants' demand for return thereof, Plaintiff has wholly failed to deliver said funds to the Defendants or to make an accounting therefor.

WHEREFORE, Defendants demand judgment against Plaintiff in the amount of FOUR HUNDRED THOUSAND FOUR HUNDRED SIXTY-SEVEN DOLLARS (\$400,467.00), together with interest thereon and costs of suit.

Respectfully submitted,
GLEASON, CHERRY AND CHERRY, L.L.P.

By 

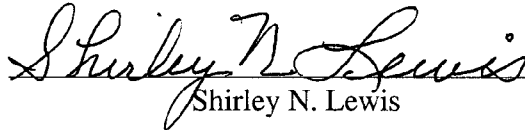
Attorneys for Defendants

VERIFICATION

We, RICHARD H. LEWIS, SR. and SHIRLEY N. LEWIS, Defendants herein, verify that the statements made in the foregoing Answer to Amended Complaint, New Matter and Counterclaim are true and correct. We understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. Section 4904, relating to unsworn falsification to authorities.



Richard H. Lewis, Sr.



Shirley N. Lewis

Dated: February 1, 2008

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

DENNIS G. DOKSA,
Plaintiff

vs.

RICHARD H. LEWIS, SR.,
SHIRLEY N. LEWIS,
Defendants

:
:
:
:
:
:
:
:

No. 2007 - 1651 C.D.

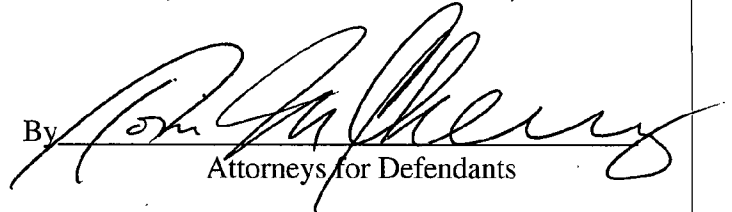
CERTIFICATE OF SERVICE

I hereby certify that on this 4th day of February, 2008, a true and correct copy of Defendants' Answer to Amended Complaint, New Matter and Counterclaim was served upon counsel for Plaintiff, RICHARD H. MILGRUB, ESQ., by mailing the same to him by United States First Class Mail, postage prepaid, by depositing the same in the United States Post Office, at DuBois, Pennsylvania, addressed as follows:

RICHARD H. MILGRUB, ESQ.
Attorney at Law
211 North Second Street
Clearfield, PA 16830

GLEASON, CHERRY AND CHERRY, L.L.P.

By



Attorneys for Defendants

Dated: February 4, 2008

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103290
NO: 07-1651-CD
SERVICE # 1 OF 2
COMPLAINT

PLAINTIFF: DENNIS G. DOKSA

vs.

DEFENDANT: RICHARD H. LEWIS SR. and SHIRLEY N. LEWIS

SHERIFF RETURN

NOW, October 18, 2007 AT 1:55 PM SERVED THE WITHIN COMPLAINT ON RICHARD H. LEWIS SR. DEFENDANT AT 25 NORTH 6TH ST., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO SHIRLEY LEWIS, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING / COUDRIET

FILED

8/3: 206m

FEB 06 2008

WJA

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103290
NO: 07-1651-CD
SERVICE # 2 OF 2
COMPLAINT

PLAINTIFF: DENNIS G. DOKSA

vs.

DEFENDANT: RICHARD H. LEWIS SR. and SHIRLEY N. LEWIS

SHERIFF RETURN

NOW, October 18, 2007 AT 1:55 PM SERVED THE WITHIN COMPLAINT ON SHIRLEY N. LEWIS DEFENDANT AT 25 NORTH 6TH ST., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO SHIRLEY LEWIS, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING / COUDRIET

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103290
NO: 07-1651-CD
SERVICES 2
COMPLAINT

PLAINTIFF: DENNIS G. DOKSA

vs.

DEFENDANT: RICHARD H. LEWIS SR. and SHIRLEY N. LEWIS

SHERIFF RETURN

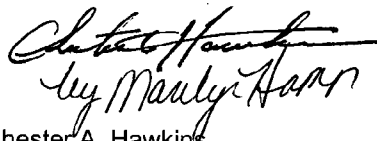
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	MILGRUB	2382	20.00
SHERIFF HAWKINS	MILGRUB	2382	42.84

Sworn to Before Me This

_____ Day of _____ 2008
2007

So Answers,



Chester A. Hawkins
Sheriff

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

DENNIS G. DOKSA,
Plaintiff

vs.

RICHARD H. LEWIS, SR. and,
SHIRLEY N. LEWIS,
Defendant

*
*
*
*
*
*
*

No. 2007-1651-CD

Type of Pleading:
Certificate of Service

File on behalf of:
Plaintiff

Counsel of Record for this Party:

Richard H. Milgrub, Esquire
Supreme Court I.D. 19865

211 North Second Street
Clearfield, PA 16830
(814) 765-1717

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

109 NORTH BRADY STREET
DUBOIS, PA 15901

FILED
07/4:00 PM
FEB 28 2008
LSM
William A. Shaw
Prothonotary/Clerk of Courts

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

DENNIS G. DOKSA,

Plaintiff

vs.

RICHARD H. LEWIS, SR. and,
SHIRLEY N. LEWIS,

Defendant

*

*

*

*

*

*

*

*

No. 2007-1651-CD

CERTIFICATE OF SERVICE

I hereby certify that on the 26th day of February, 2008, a true and correct copy of Plaintiff's Answer to New Matter and Answer to Counterclaim was served upon counsel for Defendants, Toni M. Cherry, Esquire, by United States First Class Mail, postage prepaid, at the following address:

Toni M. Cherry, Esquire
Gleason, Cherry and Cherry, LLP.
P.O. Box 505
DuBois, PA 15801-0505

Dated: 2/26/08

RESPECTFULLY SUBMITTED,

By: 

Richard H. Milgrub, Esquire
Attorney for Plaintiff

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

109 NORTH BRADY STREET
DUBOIS, PA 15801

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

DENNIS G. DOKSA,
Plaintiff

-vs-

RICHARD H. LEWIS, SR. and
SHIRLEY N. LEWIS,
Defendants

*
*
*
*
*
*
*

No. 2007-1651-CD

Type of Pleading:
Answer to New Matter
and Answer to
Counterclaim

Filed on Behalf of:
Plaintiff

Counsel of Record for this
Party:

Richard H. Milgrub, Esquire
Supreme Court I.D. 19865

211 North Second Street
Clearfield, PA 16830
(814) 765-1717

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

109 NORTH BRADY STREET
DUBOIS, PA 15801

FILED

0 2:12pm CK
FEB 25 2008

William A. Shaw
Prothonotary/Clerk of Courts

ILL ATT
GP

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

DENNIS G. DOKSA,
Plaintiff

-vs-

RICHARD H. LEWIS, SR. and
SHIRLEY N. LEWIS,
Defendants

*
*
*
*
*
*
*

No. 2007-1651-CD

ANSWER TO NEW MATTER AND ANSWER TO COUNTERCLAIM

AND NOW, comes the Plaintiff, Dennis G. Doksa, by and through his attorney, Richard H. Milgrub, Esquire, who files the following Answer to New Matter and Answer to Counterclaim and in support thereof, avers the following:

Answer to New Matter

21. A conclusion of law to which no response is necessary.

22. Admitted in part and denied in part. It is admitted that Plaintiff seeks to compel specific performance from the Defendants alleging Defendants' failure to perform under terms of a memorandum whereby Defendants were to sell to Plaintiff business and real estate described in Plaintiff's Exhibit "B" in exchange for payment of \$600,000 under certain terms and conditions. It is Plaintiff's position that Plaintiff signed the memorandum and the memorandum was then forwarded on to Defendants.

23. Denied. It is Plaintiff's position that Plaintiff did sign the written contract that was prepared by the Defendant, Richard H. Lewis, Sr. and did return said signed written contract to his wife, Deborah N. Doksa, with the understanding that it was to be forwarded on to the Defendant, Richard H. Lewis, Sr. Furthermore, by signing said written contract, Plaintiff agreed to the terms as set forth and hand-written by the Defendant, Richard H. Lewis, Sr.

24. A conclusion of law to which no response is necessary.

25. A conclusion of law to which no response is necessary.

26. A conclusion of law to which no response is necessary.

27. A conclusion of law to which no response is necessary.

28. Admitted in part and Denied in part. While it is admitted that the Plaintiff never approached the Defendant, Shirley N. Lewis, the Plaintiff did have negotiations with the Defendant, Richard H. Lewis, Sr., Shirley N. Lewis' husband, and who was acting with apparent authority on her behalf.

Furthermore, since the terms of said agreement were followed by the parties for the following 14 years, with no objection from Shirley N. Lewis, there was no reason for the Plaintiff to ever believe that the Defendant, Richard H. Lewis, Sr., did not have the authority to act on behalf of Shirley N. Lewis.

29. See Answer to Paragraph 28 above.

30. Denied. After reasonable investigation, Plaintiff is without knowledge or information sufficient to form a belief as to the truth of the averment and strict proof of Defendants' averment is demanded at the time of trial.

31. Denied. After reasonable investigation, Plaintiff is without knowledge or information sufficient to form a belief as to the truth of the averment and strict proof of Defendants' averment is demanded at the time of trial.

32. A conclusion of law to which no response is necessary.

33. A conclusion of law to which no response is necessary.

34. Denied. It is Plaintiff's position that an agreement for the sale of the real estate and business was reached and that while Plaintiff did act as an employee of the Defendants during the terms of the agreement, he was also the prospective purchaser of said real estate and business at the completion of the agreement's 15-year term.

35. Denied. While Plaintiff was on the Defendants' payroll, Plaintiff was also the prospective purchaser of said real estate and business under the terms as set forth in the agreement of sale which was followed by the parties for 14 years. During that 14-year period, Plaintiff and his wife, Deborah N. Doksa, were solely responsible for the operation of said business.

36. Denied. Plaintiff did pay the initial sum of

\$40,000.00 in cash as set forth in the agreement plus additional sums throughout the 14-year period that the agreement was in effect.

37. Denied. During the 14-year period, the Plaintiff and his wife not only managed Debi's Dairy Queen but also operated it fully on a day-to-day basis. During said period, Plaintiff and his wife were solely responsible for all labor, materials, maintenance and repairman costs, real estate taxes, utilities, insurance, license fees and all costs related to residing at and conducting business at the Debi's Dairy Queen location. Plaintiff and his wife were also responsible for preparing all bookkeeping records necessary for the payment of taxes. It is denied that the Defendants contributed any of their own money toward making improvements to the real property and Plaintiff and his wife actually made the improvements out of the funds generated from the business.

38. Denied. While Defendants did have the right to terminate said agreement, said termination had to be based on a violation of the terms of the agreement. It is Plaintiff's position that he did not violate the terms of the agreement and has complied with the terms of said agreement.

39. Admitted in part and denied in part. While it is admitted that the Plaintiff was an employee of the Defendants during the 14-year period, he was also the prospective purchaser and in addition to his hourly wages, was entitled to all of the benefits set forth in the agreement of sale. The agreement of sale specifically said that the Plaintiff had the right to

operate Debi's Dairy Queen as a option and the fact that his employment was terminated does not invalidate the agreement.

40. A conclusion of law to which no response is necessary.

41. Denied. Plaintiff did pay a downpayment in cash as set forth in the agreement and made yearly payments of \$40,000.00 per year in cash as set forth in the agreement.

42. Denied. Plaintiff denies that he mistreated employees of Debi's Dairy Queen and specifically denies that he ever knowingly removed any business monies belonging to the Defendants. At all times, the only monies received from the business were those monies that were agreed upon under the terms as set forth in the agreement which was followed by the parties for the preceding 14 years.

43. Denied. Plaintiff's conduct during the past 14 years was authorized by the Defendants pursuant to the agreement under which all parties were operating and Plaintiff's termination was not due to any wrongful and/or dishonest conduct but due to issues unrelated to the terms of the agreement.

44. Denied. After reasonable investigation, Plaintiff is without knowledge or information sufficient to form a belief as to the truth of the averment and strict proof of Defendants' averment is demanded at the time of trial.

45. Denied. After reasonable investigation, Plaintiff is without knowledge or information sufficient to form a belief as to the truth of the averment and strict proof of Defendants' averment is demanded at the time of trial.

WHEREFORE, Plaintiff respectfully requests that Defendants' New Matter be dismissed and judgment entered in favor of Plaintiff.

Answer to Counterclaim

46. A conclusion of law to which no response is necessary.

47. Denied. The only money that Plaintiff received from Debi's Dairy Queen was the money received pursuant to the handwritten agreement as set forth in Exhibit "B". Furthermore, after reasonable investigation, Plaintiff is without knowledge or information sufficient to form a belief as to the truth of the averment and strict proof of Defendants' averment is demanded at the time of trial.

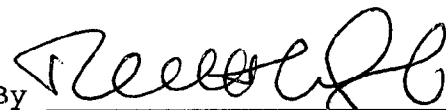
48. Denied. At no time did the Defendants ever demand a return of any funds received since all funds received were pursuant to the terms and conditions of the handwritten agreement as set forth in Exhibit "B". Furthermore, reasonable investigation, Plaintiff is without knowledge or information sufficient to form a belief as to the truth of the averment and strict proof of Defendants' averment is demanded at the time of trial.

WHEREFORE, Plaintiff respectfully requests that Defendants' Counterclaim be dismissed and judgment entered in favor of Plaintiff.

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

109 NORTH BRADY STREET
DUBOIS, PA 15801

By



Richard H. Milgrub, Esquire
Attorney for Plaintiff

VERIFICATION

I, Dennis G. Doksa, verify that the statements in the foregoing are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

Dated: 2/21/08

+ Dennis G. Doksa

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

—
109 NORTH BRADY STREET
DUBOIS, PA 15801

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

DENNIS G. DOKSA,
Plaintiff

No. 2007-1651-CD

vs.

RICHARD H. LEWIS, SR. and,
SHIRLEY N. LEWIS,
Defendant

FILED
02:55P.M. GK
APR 01 2008

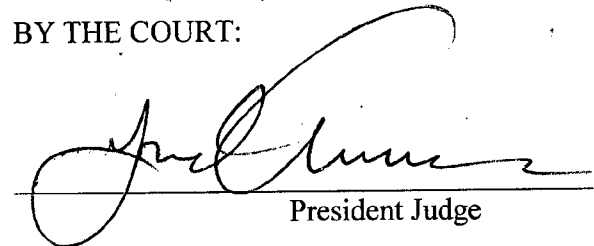
5cc TO
ATTY. MILGRUB
GK

William A. Shaw
Prothonotary/Clerk of Courts

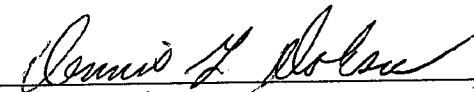
STIPULATION AND CONSENT ORDER


AND NOW, this 1ST day of April, 2008, upon
agreement of the parties, Defendants, Richard H. Lewis, Sr. and Shirley N. Lewis, are hereby
enjoined in the sale of said disputed real estate and Dairy Queen franchise until the pending
civil suit has been resolved.

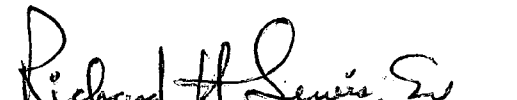
BY THE COURT:



President Judge


We do hereby consent to the entry of the above Stipulation and Consent Order.


Dennis G. Doksa
Plaintiff


Richard H. Milgrub, Esquire
Attorney for Plaintiff


Richard H. Lewis, Sr.
Defendant


Shirley N. Lewis
Defendant


Toni M. Cherry, Esquire
Attorney for Defendants

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

109 NORTH BRADY STREET
DUBOIS, PA 15801

FILED

APR 01 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 4-1-08

☒ 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
CIVIL DIVISION

DENNIS G. DOKSA,
Plaintiff

-vs-

RICHARD H. LEWIS, SR. and
SHIRLEY N. LEWIS,
Defendants

*
*
*
* No. 2007-1651-CD
*
*
*

Type of Pleading:
Request for Production of
Documents

Filed on Behalf of:
Plaintiff

Counsel of Record for this
Party:


Richard H. Milgrub, Esq.
Supreme Court ID 19865

211 North Second Street
Clearfield, PA 16830
(814) 765-1717

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

109 NORTH BRADY STREET
DUBOIS, PA 15801

FILED *acc Amy*
09:20 am *milgrub*
MAY 27 2008


William A. Shaw
Prothonotary/Clerk of Courts

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

DENNIS G. DOKSA,	*
Plaintiff	*
	*
-vs-	* No. 2007-1651-CD
	*
RICHARD H. LEWIS, SR. and	*
SHIRLEY N. LEWIS,	*
Defendants	*

PLAINTIFF'S REQUEST FOR PRODUCTION OF DOCUMENTS:
GENERAL BUSINESS CORPORATION

TO: RICHARD H. LEWIS, SR. and
SHIRLEY N. LEWIS

Instructions and Definitions

Plaintiff, Dennis G. Doksa, by his undersigned counsel, hereby propounds the following Request for Production of Documents and tangible things pursuant to Rule 4009.1 et seq. of the Pennsylvania Rules of Civil Procedure.

The documents and tangible things requested herein must be produced at the law offices of Richard H. Milgrub, within thirty days (30).

Each of the following requests is intended as a separate request. Where a request has subparts, please respond to each subpart separately and in full. Do not limit any response to the numbered request as a whole.

If you have any objection to any request, please state your objection fully and set forth the factual basis for your objection in lieu of production of the documents. You must file and serve a written response to these requests within thirty days of service of these requests upon you, regardless of the time set for production of the documents and things requested herein. You are reminded that any objections not raised within the thirty-day period provided for by Pa.R.C.P. 4009.12 will be deemed to have been waived by you.

These requests are not only for documents and tangible things that are owned by you, but also for documents and tangible things that are in your possession, custody, or control. This means that you must produce all documents and tangible things

that are responsive to a particular request and that are in your possession (regardless of whether they are your property), or over which you have control even if they are not in your possession. It also means you must produce documents and tangible things that are in the possession, custody, or control of your agents, employees, and/or attorneys.

Before responding to these requests you are required to make a diligent search of your files and records to ascertain whether you have documents that would be responsive to a given request. Your agents, employees, and attorneys must do the same.

To avoid any possibility of confusion with respect to these requests, please note that the following terms have the following meanings in these requests, unless a particular request clearly indicates otherwise:

"You" or "your" refer to the person to whom these requests have been addressed.

"Person" means any natural person, corporation, unincorporated association, trust, partnership, and/or any other legally cognizable entity. It is contemplated that any corporation or other business entity acts only through its agents, officers, employees, and attorneys, and requests that apply to any such legal entity should be construed accordingly.

"Plaintiff" means the plaintiff or plaintiffs named in this action.

"Defendant" means the particular defendant or defendants in this action to whom this request is addressed, as set forth above.

"Document," "record," "file," and "report" all refer to and contemplate all written, recorded, or graphic information, whether preserved in writing, on magnetic tape, by electronic means, in photographic form, on microfilm or microfiche, computer disc, or by any other means of information retrieval or storage.

"Identify" when used in reference to an individual means:

- (i) To state his/her full name.
- (ii) Present residence or last known residence.

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

109 NORTH BRADY STREET
DUBOIS, PA 15801

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

DENNIS G. DOKSA,
Plaintiff

-vs-

RICHARD H. LEWIS, SR. and
SHIRLEY N. LEWIS,
Defendants

*
*
*
* No. 2007-1651-CD
*
*
*


PLAINTIFF'S REQUEST FOR THE PRODUCTION OF DOCUMENTS
GENERAL BUSINESS CORPORATION

Please provide the following:

1. Federal Income Tax Return Schedule Cs for Debi's Dairy Queen from 1985 through 2003.
2. A copy of the Deed and Agreement of Sale for the purchase of Debi's Dairy Queen showing the purchase price.
3. A copy of the original Mortgage placed on the Debi's Dairy Queen property at the time of purchase.

Date: 5/19/08

By


Richard H. Milgrub, Esquire
Attorney for Plaintiff

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

109 NORTH BRADY STREET
DUBOIS, PA 15801

CERTIFICATE OF SERVICE

I, Richard H. Milgrub, Esquire, do hereby certify that the foregoing Plaintiff's Request for Production of Documents was served upon the Defendants' attorney of record, Toni M. Cherry, Esquire, PO Box 505, DuBois, Pennsylvania 15801 this 27 day of May, 2008 by depositing the same in the United States Postal Service, regular first-class mail, postage prepaid.

By 
Richard H. Milgrub, Esquire
Attorney for Plaintiff

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

—
109 NORTH BRADY STREET
DUBOIS, PA 15801

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

DENNIS G. DOKSA,
Plaintiff

-vs-

RICHARD H. LEWIS, SR. and
SHIRLEY N. LEWIS,
Defendants

*
*
*
*
*
*
*

No. 2007-1651-CD

Type of Pleading:
Motion for Compliance

Filed on Behalf of:
Plaintiff

Counsel of Record for this
Party:

Richard H. Milgrub, Esquire
Supreme Court I.D. 19865

211 North Second Street
Clearfield, PA 16830
(814) 765-1717

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

109 NORTH BRADY STREET
DUBOIS, PA 15801

FILED *rec Atty
milgrub.*
0/12.20um
OCT 01 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

DENNIS G. DOKSA,	*	
Plaintiff	*	
	*	
-vs-	*	No. 2007-1651-CD
	*	
RICHARD H. LEWIS, SR. and	*	
SHIRLEY N. LEWIS,	*	
Defendants	*	

MOTION FOR COMPLIANCE

AND NOW, comes Your Movant, Dennis Doksa, by and through his attorney, Richard H. Milgrub, Esquire, who files the following Motion and in support thereof, avers as follows:

1. Your Movant is the Plaintiff in the above-captioned case and brings this Motion under the authority of Rule 4019 of the Pennsylvania Rules of Civil Procedure.

2. On or about May 27, 2008, counsel for Respondents was served with Request for Production of Documents pursuant to Rule 4009.11 of the Pennsylvania Rules of Civil Procedure.

3. In accordance with Rule 4009.11 of the Pennsylvania Rules of Civil Procedure, Your Movant should have been served with the requested documents on or about June 27, 2008 and Your Movant has failed to receive said documents.

4. Your Movant's counsel has made requests for compliance and despite assurances by Respondents' counsel that

the documents would be forthcoming, the documents have not, as of this date, been provided.

5. Since the Respondents have failed to provide the documents requested, Your Movant has incurred reasonable counsel fees in the amount of two hundred fifty dollars (\$250.00) in connection with the preparation and presentation of this Motion.

6. The failure of the Respondents to provide the requested material impedes efforts to proceed.

WHEREFORE, Your Movant respectfully requests Your Honorable Court to enter and appropriate Order in accordance with Rule 4019 of the Pennsylvania Rules of Civil Procedure and an appropriate award of counsel fees for Respondents' failure to timely provide the requested materials and to direct the Respondents to provide said materials within seven days of the entry of the Order.

By



Richard H. Milgrub, Esquire
Attorney for Plaintiff

VERIFICATION

I, Richard H. Milgrub, have read the foregoing
Motion for Compliance

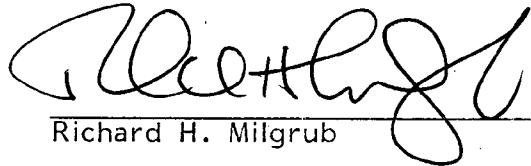
The statements therein are correct to the best of my personal knowledge
or information and belief.

This statement and verification is made subject to penalties of 18
Pa. C.S. §4904 relating to unsworn falsification to authorities, which provides
that if I make knowingly false averments, I may be subject to criminal
penalties.

I am authorized to make this verification on behalf of

Plaintiff

because of my position as counsel of record.


Richard H. Milgrub

Dated: 9/29/08

RICHARD H. MILGRUB
ATTORNEY & COUNSELOR
AT LAW
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

111 NORTH BRADY STREET
DUBOIS, PA 15801

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

DENNIS G. DOKSA,
Plaintiff

-vs-

RICHARD H. LEWIS, SR. and
SHIRLEY N. LEWIS,
Defendants

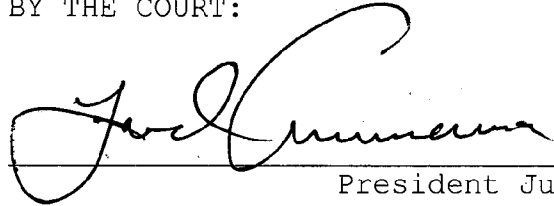
*
*
*
*
*
*
*

No. 2007-1651-CD

ORDER

AND NOW, this 6 day of October, 2008, upon
consideration of the Plaintiff's Motion for Compliance, it is
hereby ORDERED and DECREED that a hearing on said Motion be
scheduled for the 12th day of November, 2008 at
9:00 A.m. in Courtroom 1 of the Clearfield County
Courthouse, Clearfield, Pennsylvania. 1 hour(s) has have been
allotted for said hearing.

BY THE COURT:



President Judge

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

109 NORTH BRADY STREET
DUBOIS, PA 15801

FILED

OCT 06 2008

0/3:40/1
William A. Shaw
Prothonotary/Clerk of Courts

1 CLERK TO ATT

FILED

OCT 06 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 10-6-08
☒ You are responsible for serving all appropriate parties.
Plaintiff(s) _____
Defendant(s) _____
Special Intervenor(s) _____
Plaintiff(s) _____
Defendant(s) _____
Plaintiff(s) Attorney _____
Defendant(s) Attorney _____
Other _____

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

DENNIS G. DOKSA,
Plaintiff

-vs-

RICHARD H. LEWIS, SR. and
SHIRLEY N. LEWIS,
Defendants

*
*
*
*
*
*
*
*

No. 2007-1651-CD

FILED

OCT 15 2008

01:15 PM
William A. Shaw

Prothonotary/Clerk of Courts

NO C/C

Type of Pleading:
Certificate of Service

Filed on Behalf of:
Plaintiff

Counsel of Record for this
Party:

Richard H. Milgrub, Esquire
Supreme Court I.D. 19865

211 North Second Street
Clearfield, PA 16830
(814) 765-1717

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

109 NORTH BRADY STREET
DUBOIS, PA 15801

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

DENNIS G. DOKSA,
Plaintiff

-vs-

RICHARD H. LEWIS, SR. and
SHIRLEY N. LEWIS,
Defendants

*
*
*
*
*
*
*

No. 2007-1651-CD

CERTIFICATE OF SERVICE

I, Richard H. Milgrub, Esquire, do hereby certify that
a certified copy of the Plaintiff's Motion for Compliance and
Order scheduling hearing for November 12, 2008 at 9:00 a.m. was
served upon the Defendants' attorney of record, Toni M. Cherry,
Esquire, PO Box 552, DuBois, Pennsylvania 15801 by depositing the
same in the United States Postal Service, first-class mail,
regular delivery, postage prepaid this 10th day of October, 2008.

By 

Richard H. Milgrub, Esquire
Attorney for Plaintiff

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

109 NORTH BRADY STREET
DUBOIS, PA 15801

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

DENNIS G. DOKSA,
Plaintiff

vs.

RICHARD H. LEWIS, SR.,
SHIRLEY N. LEWIS,
Defendants

: No. 2007 - 1651 C.D.
:
: Type of Pleading: CIVIL
:
: Type of Pleading: RESPONSE TO
: REQUEST FOR PRODUCTION OF
: DOCUMENTS
:
: Filed on Behalf of: RICHARD H. LEWIS, SR.,
: and SHIRLEY N. LEWIS, Defendants
:
: Counsel of Record for these Parties:
:
: TONI M. CHERRY, ESQ.
: Supreme Court No.: 30205
:
: GLEASON, CHERRY AND
: CHERRY, L.L.P.
: Attorneys at Law
: P. O. Box 505
: One North Franklin Street
: DuBois, PA 15801
:
: (814) 371-5800

FILED 3cc
018:59/371 Amy T. Cherry
NOV 12 2008
William A. Shaw
Prothonotary/Clerk of Courts
GK

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

DENNIS G. DOKSA,
Plaintiff

-vs-

RICHARD H. LEWIS, SR. and
SHIRLEY N. LEWIS,
Defendants

*
*
*
* No. 2007-1651-CD
*
*
*

PLAINTIFF'S REQUEST FOR THE PRODUCTION OF DOCUMENTS
GENERAL BUSINESS CORPORATION

Please provide the following:

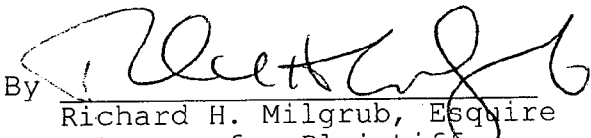
1. Federal Income Tax Return Schedule Cs for Debi's Dairy Queen from 1985 through 2003.

2. A copy of the Deed and Agreement of Sale for the purchase of Debi's Dairy Queen showing the purchase price.

3. A copy of the original Mortgage placed on the Debi's Dairy Queen property at the time of purchase.

Date: 5/19/08

By


Richard H. Milgrub, Esquire
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DENNIS G. DOKSA,

Plaintiff

vs.

RICHARD H. LEWIS, SR.,

SHIRLEY N. LEWIS,

Defendants

:
:
:
:
:
:
:
:

No. 2007 - 1651 C.D.

**DEFENDANTS' RESPONSE TO PLAINTIFF'S
REQUEST FOR PRODUCTION OF DOCUMENTS**

1. Objection. This request for production is objected to on the grounds that it seeks copies of documents generated over an 18-year period that are no longer in possession of the Defendants and cannot be secured by Defendants from the Internal Revenue Service. The income tax returns requested in Paragraph 1 of Plaintiff's request are irrelevant to Plaintiff's cause of action and will not lead to any evidence that would aid Plaintiff in his obligation to prove that he had an enforceable agreement outside of the Statute of Frauds. Accordingly, it is believed that this information is sought in bad faith as a means to embarrass and harass and burden Defendants in violation of Pa. R.C.P. 4011(a). This information is further objected to because while Plaintiff was an employee of the Defendants, he secured all of the information concerning the income of Debi's Dairy Queen and Defendants' claim for monies due from Plaintiff came as a result of Plaintiff's admission under oath that he took monies from Defendants.

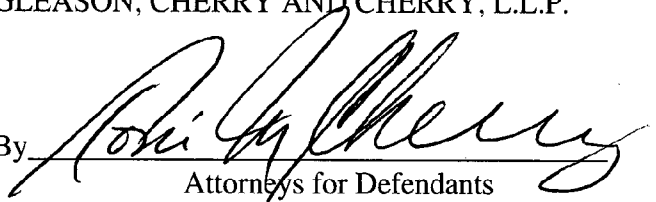
2. A copy of the deed conveying the real estate for Debi's Dairy Queen to Defendants is a matter of public record and is attached hereto. Defendants have not been able to locate a copy of the Agreement of Sale and object to producing the same when it is found as such document is beyond the scope of discovery as it is not a document that is relevant to the proof of Plaintiff's case that an enforceable Agreement of Sale was entered into between Defendants and Plaintiff and; accordingly, Defendants believe and therefore aver that such discovery is sought in bad faith and for the sole purpose of causing Defendants unreasonable annoyance, embarrassment, oppression, burden or expense. Defendants have attached hereto a copy of the Dairy Queen Franchise Agreement and the Assignment and Consent to Assignment by Dairy Queen that must be executed by Dairy Queen in order for a transfer to take place.

3. Defendants are not in possession of an original Mortgage. A copy of any recorded Mortgage would be a matter of record easily available to Plaintiff who could secure the same in the Offices of the Register and Recorder of Clearfield County.

Respectfully submitted,

GLEASON, CHERRY AND CHERRY, L.L.P.

By



Attorneys for Defendants

County Parcel No. _____

This Deed,

MADE the 20th day of May

in the year nineteen hundred and eighty-five (1985)

BETWEEN

GEORGE L. WILSON and JANE C. WILSON, husband and wife,
of Sandy Township, Clearfield County, Pennsylvania,

Grantors

A
N
D

RICHARD H. LEWIS, SR. and SHIRLEY N. LEWIS, husband and
wife, of 25 North Sixth Street, DuBois, Pennsylvania,

Grantees

WITNESSETH, That in consideration of One Hundred and Ninety Thousand

(\$190,000.00) -----

Dollars,

in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant
and convey to the said grantee s,

ALL that certain lot or piece of land situated in the Township of Sandy,
Clearfield County, Pennsylvania, and being bounded and described as follows,
to wit:

Parcel # 1:

BEGINNING at an iron pipe, the southeast corner of land of Frank
Marthurs; being also in the westerly line of land of James Braund;
thence by the westerly line of land of James Braund South 5° 21' West
Two Hundred and Forty-four and Ninety-one Hundredths (244.91) Feet to
an iron pipe; thence still by line of land of James Braund South 9°
40' West One Hundred and Sixty-four and Six Tenths (164.6) Feet to an
old iron pipe; thence by line of land of Kessler South 5° 32' West
Two Hundred and Sixty-six and Eighty-One Hundredths (266.81) Feet to
an iron pipe, the northeast corner of land of Kuntz; thence along the
northerly line of land of Kuntz North 84° 27' West Three Hundred and
Seventeen and Forty One Hundredths (317.40) Feet to an iron pipe, said
iron pipe being the southeast corner of land of St. Catherine's Church;
thence by the easterly line of land of St. Catherine's Church North 5°
21' East Six Hundred and Seventy-six and Fifty-four One Hundredths
(676.54) Feet to an iron pipe in the southerly line of land of Frank
Marthurs; thence by the southerly line of land of Frank Marthurs
South 84° 27' East Three Hundred and Thirty-one and Forty-nine One
Hundredths (331.49) Feet to an iron pipe and place of beginning.
Containing 5.03 acres, more or less.

TOGETHER with all the right, title and interest of the said Grantors premises formerly owned by the Baltimore and Ohio Railway Company acquired by the Grantors' predecessors and titled by deed dated February 17, 1959 and recorded in Clearfield County Deed Book 573, page 286.

TOGETHER with all right title and interest to premises acquired by the Grantors by deed of the Borough of Sykesville dated March 4, 1959 and recorded in Clearfield County Deed Book 475, page 578.

TOGETHER with all right, title and interest in premises acquired by the Grantors from the Mellon National Bank & Trust Company, successor trustee, by deed dated September 24, 1958 and recorded in Clearfield County Deed Book 473, page 291.

EXCEPTING AND RESERVING, all the coal and other minerals as the same were reserved in deed from W.H. Lyons to J. C. Kessler dated April 24, 1897 and recorded in Clearfield County Deed Book 97, page 217.

EXCEPTING AND RESERVING, therefrom, nevertheless, all other easements, rights of way, reservations or exceptions as may have been contained in prior deeds of conveyances as well as premises heretofore taken by virtue of eminent domain proceedings by the Commonwealth of Pennsylvania for highway purposes.

BEING the same premises which became vested in the Grantors by deed of CHESTER W. RAFFERTY and MYRTLE RAFFERTY, dated March 17, 1959 and recorded in Clearfield County Deed Book 473, page 287.

NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:

Richard H. Lewis, Sr.
Richard H. Lewis, Sr.
Shirley N. Lewis
Shirley N. Lewis

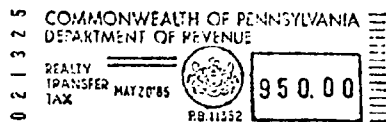
This _____ day of _____

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 pursuant to Act No. 255, approved September 10, 1965, as amended.)

Parcel # 2:

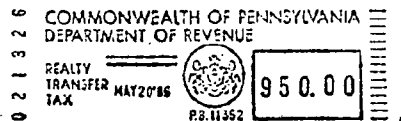
BEGINNING at the southeast corner of the George L and Jane C. Wilson property on the line of lands of McAnich Motors, Inc., of which this is a part; thence South $84^{\circ} 27'$ East a distance of 141.88 feet to the center of United States Route 119; thence along the center of said Route 119, by a curve to the right, the chord of said curve being South $31^{\circ} 03'$ West a distance of 327.17 feet to a tack in the center of said Route 119; thence along the eastern boundary of the George L. and Jane C. Wilson property North $5^{\circ} 21'$ East a distance of 295.25 feet to a point, the place of beginning. Containing 0.48 acres.

BEING the same premises which became vested in the Grantors by deed of McANICH MOTORS, INC. dated December 23, 1966 and recorded in Clearfield County Deed Book 530, page 262 on June 15, 1967.



AMOUNT \$ 1,900.00

PAID 5-20-85 MICHAEL R. LYTLE



AND the said grantor will generally WARRANT AND FOREVER DEFEND the property hereby conveyed.

IN WITNESS WHEREOF, said grantors have hereunto set their hands and seals, the day and year first above-written.

Sealed and delivered in the presence of

George L. Wilson (SEAL)
George L. Wilson
Jane C. Wilson (SEAL)
Jane C. Wilson
(SEAL)
(SEAL)
(SEAL)
(SEAL)

CERTIFICATE OF RESIDENCE

I hereby certify, that the precise residence of the grantee herein is as follows:
25 North Sixth Street, DuBois, Pennsylvania 15801

[Signature]
Attorney or Agent for Grantee

Commonwealth of Pennsylvania

County of Clearfield

ss.

On this, the 20th day of May 19 85, before me

the undersigned officer, personally appeared GEORGE L. WILSON and JANE C. WILSON
known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within
instrument, and acknowledged that they executed the same for the purpose therein
contained.

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

My Commission Expires
MARION E. DUTTLE, Notary Public
DuBois, Clearfield County, Pa.
My Commission Expires June 23, 1986

Marion E. Duttley
Notary Public

State of _____ }
County of _____ } ss.

On this, the _____ day of _____ 19____, before me
the undersigned officer, personally appeared
known to me (or satisfactorily proven) to be the person whose name subscribed to the within
instrument, and acknowledged that executed the same for the purpose therein
contained.

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

My Commission Expires _____

Commonwealth of Pennsylvania }
County of _____ } ss.

CLEARFIELD COUNTY
Recorder of Deeds
2445 Ave 5-2-85
Sandy, Pa
1985
Michael R. Lytle, Recorder

RECORDED in the Office for Recording of Deeds, etc., in and for said County,
in Deed Book No. 1114, Page 06

WITNESS my hand and official seal this 30 day of May, 1985
Michael R. Lytle
Recorder of Deeds

Sub J 1985
Sandy, Pa
930.00
930.00

Deed

WARRANTY DEED
The Plankenhorn Co., Williamsport, Pa.

GEORGE L. WILSON et ux.
to
RICHARD H. LEWIS, SR et ux.
Dated May 20, 1985
For Parcel of land situated in
Sandy Township, Clearfield
County, PA

Consideration \$190,000.00
Recorded
Entered for Record in the Recorder's
Office of
County, the day of Tax, \$
19____ Fee, \$
Recorder

Entered of Record 500 1985 2445 Michael R. Lytle, Recorder

BLAKLEY & JONES
ATTORNEYS AT LAW
406 DEPOSIT BANK BLDG
DUBOIS, PENNSYLVANIA 15801



February 11, 2004

American Dairy Queen Corp.

7505 Metro Boulevard
P.O. Box 390286
Minneapolis, MN 55439-0286
Telephone: (952) 830-0200

Shirley N. & Richard H. Lewis, Sr.
25 N 6th St
Du Bois PA 15801-3201

Dear Mr. and Mrs. Lewis:

Re: Dairy Queen[®] store #10896, Du Bois, PA

American Dairy Queen Corporation (ADQ) acknowledges receipt of your letters dated November 1, 2003 and February 1, 2004 concerning the renewal of your Franchise. ADQ hereby confirms the extension of your Franchise Agreement dated March 19, 1959, for an additional period of five years, ending March 19, 2009.

I apologize for the delay in our response and thank you for your attention to this matter. Please feel free to contact me if you have any questions or concerns.

Sincerely,

AMERICAN DAIRY QUEEN CORPORATION

A handwritten signature in black ink, appearing to read "Jay M. Lindquist".

Jay M. Lindquist
Manager
Franchise Services and Contracts
(952) 830-0481
Jay.Lindquist@idq.com

cc: Andy Sheridan
Sandy Scott
file

ASSIGNMENT AND CONSENT TO ASSIGNMENT

"Dairy Queen" Store

KNOW ALL MEN BY THESE PRESENTS:

THAT, GEORGE L. WILSON and JANE C. WILSON, of Sandy Township, Clearfield County, Pennsylvania,

hereinafter designated as "ASSIGNORS", in consideration of the sum of

One Dollar (\$1.00) and other good and valuable considerations, the

receipt and sufficiency of which is hereby acknowledged, do hereby sell,

assign, set over and deliver unto

RICHARD H. LEWIS, SR. and SHIRLEY N. LEWIS, of the City of DuBois, Clearfield County, Pennsylvania,

hereinafter designated as "ASSIGNEES", all of the Assignor's rights,

title and interests, as the same may exist in and to that certain

Dairy Queen Franchise Agreement dated March 19, 1959 and extensions thereof, three

copies of which have been delivered by Assignors to Assignees and re-

ceipt thereof is acknowledged by Assignees.

Assignees hereby assume and agree to make all the payments

required by the above-mentioned Agreements, from and after the 20th

day of May, 1985, and to perform and abide by all the

covenants and conditions of said Agreements.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment and Consent to Assignment in triplicate the day and year as set forth below.

WITNESS:

[Signature]

[Signature]

DATED: This 13th day of
May, 1985.

WITNESS:

[Signature]

[Signature]

DATED: This 13th day of
May, 1985.

ASSIGNORS:

[Signature]

[Signature]

ASSIGNEES:

[Signature]

[Signature]

CONSENT TO ASSIGNMENT

AMERICAN DAIRY QUEEN CORPORATION, a Delaware Corporation, with its principal office at 5701 Green Valley Drive, Bloomington, Minnesota 55437, hereby consents to the foregoing Assignment by Assignors to Assignees, in consideration of the Assignee's agreement to make all payments and to perform and abide by all the covenants and conditions of said Agreement subject to the following:

The Assignors, GEORGE L. WILSON and JANE C. WILSON

guarantees all of the obligations of the Assignees, RICHARD H. LEWIS, SR. and SHIRLEY N. LEWIS,

incurred under said Agreements during the first two years from the date of transfer.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment and Consent to Assignment in triplicate the day and year set forth below.

WITNESS:

AMERICAN DAIRY QUEEN CORPORATION

Shirley N. Lewis

BY

Norman E. Nelson

DAIRY QUEEN, INC.
PENNSYLVANIA DIVISION
FRANCHISE AGREEMENT

THIS AGREEMENT, made and entered into this 19th day of
March, 19 59, between Albert E. Riggle
and Helen G. Riggle

hereinafter referred to as "Licensee," and George L. Wilson and Jane C. Wilson
of DuBois, Pa. (Name)

(Address)

(City)

(State)

hereinafter referred to as "Dealer":

WITNESSETH:

In consideration of the mutual covenants herein contained, and for other good and valuable consideration, receipt of which is hereby acknowledged, intending to be legally bound hereunder, it is hereby stipulated and agreed between the parties as follows:

DAIRY
QUEEN
Trade
Name

1. "DEALER" acknowledges that DAIRY QUEEN is an established name having property value of great worth in the State of Pennsylvania and throughout the United States, and connotes (a) a semi-frozen product resulting from the processing of approved DAIRY QUEEN mix through the DAIRY QUEEN Freezers (b) the organization which dispenses that product; (c) the style and method of doing business; (d) a uniform plan of retailing the said product (e) in prototype buildings that are distinctive from other stores dealing in similar products and (f) DAIRY QUEEN, INC., Pennsylvania Division, is the owner of and has the exclusive right to use the name "DAIRY QUEEN" in the territory situate in the State of Pennsylvania hereinafter set forth; the right given by LICENSEE to DEALER hereunder is derived from DAIRY QUEEN, INC., Pennsylvania Division, and subordinate to its ownership thereof.

2. THE LICENSEE AGREES:

Franchise
Grant and
Obligations
of Licensee

(a) and does, hereby grant to the DEALER for the term of Twenty-five (25) years from the date hereof the exclusive right to make and sell under the trade name DAIRY QUEEN a frozen food product to be made, processed and sold in buildings or stores each erected by DEALER upon separate premises located in the following territory in accordance with the terms and conditions hereinafter set forth:

4 mile north of the Dairy Queen store DuBois, Pa.

4 mile south of the Dairy Queen store DuBois, Pa.

4 mile west of the Dairy Queen store DuBois, Pa.

4 mile east of the Dairy Queen store DuBois, Pa.

Freezers

(b) To order for the DEALER from the manufacturer 2 DAIRY QUEEN Freezers and such additional DAIRY QUEEN Freezers as may be required for DEALER'S performance hereunder.

Blueprints

(c) To furnish blueprints for the construction of a DAIRY QUEEN building or store on such separate premises of the DEALER within the aforesaid territory as shall be approved in writing by LICENSEE. Each premises shall be individually described in schedule hereinafter set forth or attached and said schedule shall become a part of this agreement.

Mix

(d) To make available sources for the DAIRY QUEEN mix and assist in establishing the formula of such mix.

Supervision

(e) To supervise DEALER'S store and train DEALER (who in turn shall train his employees) so that the established, uniform and high-calibre method of doing business under the name DAIRY QUEEN shall be followed consistently.

Containers (f) To provide uniform designs and markings for containers in which the DAIRY QUEEN product shall be sold.

Topping (g) To provide sources for the purchase of sundae topping having a quality consistent with that established for the DAIRY QUEEN product.

3. THE DEALER AGREES:

Payments (a) To pay to the LICENSEE the sum of TWENTY-FIVE HUNDRED DOLLARS (\$2,500.00) as follows: ONE THOUSAND DOLLARS (\$1,000.00) upon the execution of this Agreement and the balance of ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00) at the rate of TEN CENTS (\$.10) per gallon of all mix purchased, payable in consecutive monthly instalments as further provided in paragraph 3 (e) hereinafter.

Freezers (b) To install at DEALER'S cost and expense all said Freezers or replacements thereof, and thereafter maintain the same in a high state of operating condition and repair, and properly and frequently clean and oil the same;

Royalty (c) To pay to the LICENSEE a royalty of 29¢ per gallon on all mix used in said Freezers, or replacements thereof, for so long as the same may be in use or operation, which royalty shall be in addition to the payments provided in paragraph (a) above;

Records (d) To keep full and complete records of the conduct of the business, including a record of the serial numbers and locations of all Freezers and a record of all mix used and processed by DEALER, such information to be kept separately and maintained for each premise containing a building. Said records shall at all times be open to the inspection and examination of the LICENSEE, its agents and employees, and to such other persons as the LICENSEE may authorize in writing. DEALER shall not remove said records from any separate premises without the written consent of LICENSEE.

Paragraph 3 (a) To pay Twenty Five Hundred Dollars (\$2,500.00) as follows: Five Cents (\$.05) per gallon of mix purchased from the time the store opens until the close of the first season, the balance to be paid at the rate of (\$.10) per gallon of mix purchased until the balance is paid plus 6% interest.

3

Reports

(e) On or before the 2nd day of each calendar month during the term of this Agreement, to submit at LICENSEE'S business office, a written report to the LICENSEE on form supplied by Licensee, of all mix purchased during the preceding calendar month; said report shall show from whom the mix was purchased, the number of gallons used, and the number of Freezers through which the mix was processed, and at the same time make full remittance to the LICENSEE for all royalties due under the terms of this Agreement, reserving, however, unto the LICENSEE the right to change the method of payment by written notice;

Signs

(f) Not to erect any sign or placard upon or in any building or in, on, or about any premises of the DEALER without written approval thereof first obtained from the LICENSEE.

Single
Building

(g) To erect on premises to be approved by the LICENSEE, one DAIRY QUEEN building and no other structure on each premises of DEALER for the conduct of his DAIRY QUEEN business according to DAIRY QUEEN blue prints furnished by the LICENSEE, the construction of the first building to commence promptly and to proceed to completion as rapidly as conditions will permit, but in any event the first building to be completed and business commenced not later than May 29 1959 ; subsequent buildings on additional premises to be erected in accordance with time schedule furnished by LICENSEE;

Operations

(h) To provide the necessary equipment for each building and hire and supervise efficient operators and employees for the operation of the business, set their wages and commissions, and pay for the same without any liability on the LICENSEE whatsoever, and require all employees to work in clean DAIRY QUEEN uniforms approved by the LICENSEE but furnished at the cost of the DEALER, or the employee, as DEALER may determine;

Standards
Of
Quality

(i) That all mix and supplies, including cones, cups, containers, topping, flavoring, coloring and like supplies and materials shall meet the standards of quality and specifications therefor as may now or hereafter be set up by the LICENSEE and purchased only from sources approved in writing by LICENSEE and LICENSEE reserves the right to change the list of approved sources of supply as it deems best;

(j) To market the said frozen food confection in accordance with the laws of the State of Pennsylvania now or hereafter in force;

Maintenance

(k) To paint each building on each respective premises at least annually and maintain the same in a high state of repair and cleanliness at all times and comply with all applicable health and sanitation laws and regulations.

(l) To conform with and charge the selling price of DAIRY QUEEN products approved by the LICENSEE:

Continuous
Operation

(m) To operate each DAIRY QUEEN building for a period of at least 8 consecutive months of each calendar year and keep the same open for at least 11 hours every day for the sale of DAIRY QUEEN products to the general public.

Insurance

(n) During the term of this Agreement to carry Workmen's Compensation, Public Liability, Products Liability Insurance in such companies and amounts as are mutually agreed upon in writing by the parties, and furnish LICENSEE certificates or other evidence thereof. DEALER acknowledges that DEALER is the independent owner and operator of and in control of the said premises and agrees to indemnify and save harmless LICENSEE of and from all claims for loss or damage arising out of or in any manner related to the said premises and the conduct of the business therein.

Inspection
And
Supervision

(o) That for the purpose of making periodic inspections LICENSEE and its authorized agents shall have access to the entire building or buildings to be erected under this agreement, at reasonable times. Said right of inspection shall include the right to in-

spect the building, premises, and all equipment used by DEALER in the operation of said building; to inspect the appearance and cleanliness of the operator and his employees; to check the frozen dairy products sold by DEALER to which the name DAIRY QUEEN is applied and all the ingredients thereof; to check against misuse of said trade name in labeling and advertising by DEALER; and to check any other phase of DEALER'S operations for the purpose of ascertaining compliance with this Agreement. In addition, LICENSEE is hereby expressly authorized on DEALER'S behalf to inspect the records of any vendor from whom DEALER may purchase mix during the life of this Agreement.

Exclusive
Products
And
Operation
Support
Trade
Name

4. (a) (1) DEALER further agrees to sell from any said building or store, or in, on or about said premises, only the frozen or semi-frozen product resulting from the processing of the approved DAIRY QUEEN mix through the DAIRY QUEEN Freezers in compliance with the terms of this Agreement or such other frozen product approved by LICENSEE, and will maintain the said products of consistent high quality which the trade name DAIRY QUEEN now connotes to the general public, among other things.

(2) That except for the use of cones, toppings, flavoring, and kindred items used by the general public in consuming the said frozen or semi-frozen products DEALER agrees not to sell or offer to the public any item of merchandise or commodity of any kind or character whatsoever, either from the said building erected on any of DEALER'S premises or from any part or portion in, on, or about any said premises.

(3) That DEALER will not use the name DAIRY QUEEN other than in, on, or about said building or store and said premises, or in connection with any item of merchandise or commodity other than the said frozen or semi-frozen product.

(b) DEALER will not erect on any of said premises approved hereunder any other or additional building or structure of any kind or character whatsoever except the DAIRY QUEEN building or store provided herein.

(c) DEALER will not make any change or alteration of any kind or character whatsoever in any said DAIRY QUEEN building or store after the erection thereof as herein provided.

Defaults,
Grade Period
And
Remedies

5. (a) In the event DEALER shall fail to perform any of DEALER'S obligations under this contract and shall fail to correct any default within ten (10) days after notice thereof in writing mailed by LICENSEE to DEALER'S last address, LICENSEE may declare this agreement terminated and all monies paid by DEALER to LICENSEE for this Franchise or otherwise shall be retained by the LICENSEE as liquidated damages; and upon written demand from the LICENSEE, DEALER shall immediately cease all use of DAIRY QUEEN Freezers and the use of the trade name DAIRY QUEEN. The failure of either party to notify the other of any default shall not be deemed a waiver of that or any subsequent default thereof.

Restrictive
Covenant

(b) Upon termination of DEALER'S rights hereunder, whether by expiration of the term of this contract, or by mutual agreement, or by cancellation of this agreement by LICENSEE, as aforesaid, DEALER agrees:

(1) To immediately cease all use of the trade name DAIRY QUEEN and the use of said DAIRY QUEEN Freezers, and all rights to the use of said trade name and said Freezers will immediately revert to LICENSEE;

(2) DEALER acknowledges that his entrance into the manufacture, distribution and sale of the frozen food product herein provided arises from the license which he receives hereunder for the use of the DAIRY QUEEN name and the good will accompanying the same; that his continuation in the said business as herein provided will result from the same, supplemented by the services and aids supplied to DEALER by LICENSEE. Accordingly, DEALER agrees, in the event of a termination of his rights hereunder as aforesaid that DEALER will not engage in the manufacture, distribution or sale of any frozen food product similar to that of DAIRY QUEEN within the above described

territory, or within an area of ten miles adjacent thereto, either directly or indirectly, as owner, partner, agent, employee, investor, corporate officer, director, shareholder, or any other capacity, for a period of two (2) years after the effective date of such termination and further covenants during said two (2) year period not to permit the manufacture, distribution or sale by any other person from the stores and premises covered by this Agreement of any frozen food product similar to that of DAIRY QUEEN.

Freezer and
Sign
Option

(3) In the event of termination of DEALER'S rights as in 5 (b) DEALER does give to LICENSEE the option, for a period of ninety (90) days after such termination, to purchase any or all of DEALER'S DAIRY QUEEN Freezers, roof signs or pole signs, for the price paid by DEALER F.O.B. Factory, less depreciation thereon computed at the rate of twenty percent (20%) per year, but with a minimum price of \$100.00 for each Freezer and a minimum price of \$25.00 for each sign, pole or roof, that are in good operating or usable condition at the time: And DEALER covenants to deliver said freezers and/or signs, to LICENSEE free and clear of all encumbrances, with good and marketable title, and accompanied by an appropriate bill of sale thereto.

Franchise
Extension

6. The provisions of this Agreement may be extended for additional terms of five (5) years each, subject to all the undertakings and agreements herein provided and continued payment of the royalty (but excluding payment of any additional Franchise fee) as hereinabove provided. In order to secure said extension, the DEALER or his authorized assigns must give written notice to the LICENSEE of election to extend the Agreement, which notice must be given at least sixty (60) days prior to the termination of the Agreement, or any subsequent extension thereof.

Successors

7. This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto, provided that the DEALER may not transfer or assign any of his rights under this Agreement without the written approval first obtained of both DAIRY QUEEN, INC., Pennsylvania Division, and LICENSEE.

Number
And
Gender

8. Within the meaning of this contract the single number when used shall include the plural, and the plural the singular, and the use of any gender shall be applicable to all genders, and the word "premises" is understood to designate the entire tract of land upon which the building and store is erected thereon, including the same.

Premises
Description

9. Schedule of premises approved hereunder:

First: All that certain lot or piece of ground situate in the Township
of Sandy County of Clearfield, State of

Pennsylvania, and more particularly described as follows:

Beginning at an iron pipe, the southeast corner of land of Frank Marthurs; being also in the westerly line of land of James Braund; thence by the westerly line of land of James Braund South 5°21' West Two Hundred and Forty Four and Ninety - One Hundredths (244.91) Feet to an iron pipe; thence still by line of James Braund South 9°40' West One Hundred and Sixty-Four and Six Tenths (164.6) Feet to an old iron pipe; thence by line of land of Kessler South 5°32' West Two Hundred and Sixty-Six and Eighty One Hundredths (266.81) Feet to an iron pipe, the northeast corner of the land of Kuntz; thence along the northerly line of land of Kuntz North 84° 27' West Three Hundred and Seventeen and Forty One Hundredths

This portion of
this description to
be used for the Dairy Queen; Extending
75 feet from the
center of the Dairy
Queen building to the
right and to the left
of the building, and
100 feet from the
back and front.

Additional premises shall be set forth on memorandum hereto attached and made part hereof and identified by the signatures of the parties hereto as an approved premises, which supplemental memorandum shall set forth the date when the construction of the said additional building or buildings on the premises shall be completed and the business commenced therein.

Entire
Agreement
And
Waivers

10. This Agreement contains the sole and entire agreement between the parties

and they acknowledge that neither party has made any representations with respect to the subject matter of this Agreement except as specifically set forth herein. The parties further agree that no waiver or modification of this Agreement or any part thereof shall be valid unless in writing and executed by the party to be charged therewith and that no evidence of any waiver or modification shall be offered or received effecting the rights and obligations of the parties to this Agreement unless such waiver or modification is in writing executed as aforesaid; the parties agreeing further that the provisions of this paragraph may not be waived except as herein set forth.

Premises Description Continued;

(317.40) Feet to an iron pipe, said iron pipe being the southeast corner of land of St. Catherine's Church North 5°21' East Six Hundred and Seventy-Six and Fifty-Four One Hundredths (676.54) Feet to an iron pipe in the southerly line of land of Frank Marthurs; thence by the southerly line of land of Frank

seals in duplicate the day and year first above written.

Approved by DAIRY QUEEN, INC.
Penna. Division

7/13/59 *C. C. Mohler*
President

Albert Riggler (SEAL)
Licensee

Helen G. Riggler (SEAL)
Licensee

George L. Wilson (SEAL)
Dealer

Jane C. Wilson (SEAL)
Dealer

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DENNIS G. DOKSA,
Plaintiff

vs.

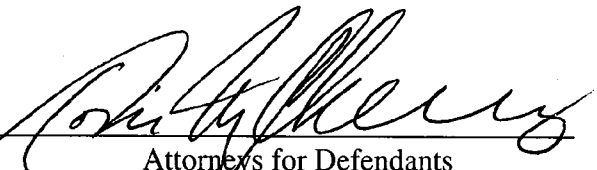
RICHARD H. LEWIS, SR.,
SHIRLEY N. LEWIS,
Defendants

:
:
:
: No. 2007 - 1651 C.D.
:
:
:
:

CERTIFICATE OF SERVICE

I hereby certify that on this 12th day of November, 2008, Defendants' Response to Request for Production of Documents were served upon RICHARD H. MILGRUB, ESQ., counsel for Plaintiff, by personally handing the same to him at the Clearfield County Courthouse, Clearfield, Pennsylvania, this 12th day of November, 2008.

GLEASON, CHERRY AND CHERRY, L.L.P.

By 
Attorneys for Defendants

Dated: November 12, 2008

FILED

NOV 14 2008

6/3/08
William A. Shaw
Prothonotary/Clerk of Courts
no c/c

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DENNIS G. DOKSA,
Plaintiff

vs.

RICHARD H. LEWIS, SR.,
SHIRLEY N. LEWIS,
Defendants

: No. 2007 - 1651 C.D.

: Type of Pleading: CIVIL

: Type of Pleading: RESPONSE TO
: REQUEST FOR PRODUCTION OF
: DOCUMENTS

: Filed on Behalf of: RICHARD H. LEWIS, SR.,
: and SHIRLEY N. LEWIS, Defendants

: Counsel of Record for these Parties:

: TONI M. CHERRY, ESQ.
: Supreme Court No.: 30205

: GLEASON, CHERRY AND
: CHERRY, L.L.P.

: Attorneys at Law
: P. O. Box 505
: One North Franklin Street
: DuBois, PA 15801

: (814) 371-5800

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DENNIS G. DOKSA,

Plaintiff

vs.

RICHARD H. LEWIS, SR.,

SHIRLEY N. LEWIS,

Defendants

:
:
:
:
:
:
:
:
:

No. 2007 - 1651 C.D.

**DEFENDANTS' RESPONSE TO PLAINTIFF'S
REQUEST FOR PRODUCTION OF DOCUMENTS**

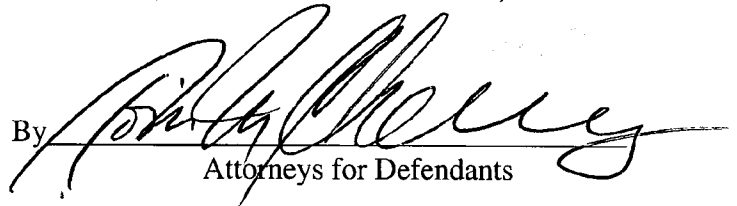
1. Objection. This request for production is objected to on the grounds that it seeks copies of documents generated over an 18-year period that are no longer in possession of the Defendants and cannot be secured by Defendants from the Internal Revenue Service. The income tax returns requested in Paragraph 1 of Plaintiff's request are irrelevant to Plaintiff's cause of action and will not lead to any evidence that would aid Plaintiff in his obligation to prove that he had an enforceable agreement outside of the Statute of Frauds. Accordingly, it is believed that this information is sought in bad faith as a means to embarrass and harass and burden Defendants in violation of Pa. R.C.P. 4011(a). This information is further objected to because while Plaintiff was an employee of the Defendants, he secured all of the information concerning the income of Debi's Dairy Queen and Defendants' claim for monies due from Plaintiff came as a result of Plaintiff's admission under oath that he took monies from Defendants.

2. A copy of the deed conveying the real estate for Debi's Dairy Queen to Defendants is a matter of public record and is attached hereto. Defendants have not been able to locate a copy of the Agreement of Sale and object to producing the same when it is found as such document is beyond the scope of discovery as it is not a document that is relevant to the proof of Plaintiff's case that an enforceable Agreement of Sale was entered into between Defendants and Plaintiff and; accordingly, Defendants believe and therefore aver that such discovery is sought in bad faith and for the sole purpose of causing Defendants unreasonable annoyance, embarrassment, oppression, burden or expense. Defendants have attached hereto a copy of the Dairy Queen Franchise Agreement and the Assignment and Consent to Assignment by Dairy Queen that must be executed by Dairy Queen in order for a transfer to take place.

3. Defendants are not in possession of an original Mortgage. A copy of any recorded Mortgage would be a matter of record easily available to Plaintiff who could secure the same in the Offices of the Register and Recorder of Clearfield County.

Respectfully submitted,

GLEASON, CHERRY AND CHERRY, L.L.P.

By  Attorneys for Defendants

County Parcel No. _____

This Deed,

MADE the 20th day of May

in the year nineteen hundred and eighty-five (1985)

BETWEEN GEORGE L. WILSON and JANE C. WILSON, husband and wife,
of Sandy Township, Clearfield County, Pennsylvania,
Grantors

A
N
D

RICHARD H. LEWIS, SR. and SHIRLEY N. LEWIS, husband and
wife, of 25 North Sixth Street, DuBois, Pennsylvania,
Grantees

WITNESSETH, That in consideration of One Hundred and Ninety Thousand

(\$190,000.00) ----- Dollars,

in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant
and convey to the said grantees,

ALL that certain lot or piece of land situated in the Township of Sandy,
Clearfield County, Pennsylvania, and being bounded and described as follows,
to wit:

Parcel # 1:

BEGINNING at an iron pipe, the southeast corner of land of Frank
Marthurs; being also in the westerly line of land of James Braund;
thence by the westerly line of land of James Braund South 5° 21' West
Two Hundred and Forty-four and Ninety-one Hundredths (244.91) Feet to
an iron pipe; thence still by line of land of James Braund South 9°
40' West One Hundred and Sixty-four and Six Tenths (164.6) Feet to an
old iron pipe; thence by line of land of Kessler South 5° 32' West
Two Hundred and Sixty-six and Eighty-One Hundredths (266.81) Feet to
an iron pipe, the northeast corner of land of Kuntz; thence along the
northerly line of land of Kuntz North 84° 27' West Three Hundred and
Seventeen and Forty One Hundredths (317.40) Feet to an iron pipe, said
iron pipe being the southeast corner of land of St. Catherine's Church;
thence by the easterly line of land of St. Catherine's Church North 5°
21' East Six Hundred and Seventy-six and Fifty-four One Hundredths
(676.54) Feet to an iron pipe in the southerly line of land of Frank
Marthurs; thence by the southerly line of land of Frank Marthurs
South 84° 27' East Three Hundred and Thirty-one and Forty-nine One
Hundredths (331.49) Feet to an iron pipe and place of beginning.
Containing 5.03 acres, more or less.

TOGETHER with all the right, title and interest of the said Grantors premises formerly owned by the Baltimore and Ohio Railway Company acquired by the Grantors' predecessors and titled by deed dated February 17, 1959 and recorded in Clearfield County Deed Book 573, page 286.

TOGETHER with all right title and interest to premises acquired by the Grantors by deed of the Borough of Sykesville dated March 4, 1959 and recorded in Clearfield County Deed Book 475, page 578.

TOGETHER with all right, title and interest in premises acquired by the Grantors from the Mellon National Bank & Trust Company, successor trustee, by deed dated September 24, 1958 and recorded in Clearfield County Deed Book 473, page 291.

EXCEPTING AND RESERVING, all the coal and other minerals as the same were reserved in deed from W.H. Lyons to J. C. Kessler dated April 24, 1897 and recorded in Clearfield County Deed Book 97, page 217.

EXCEPTING AND RESERVING, therefrom, nevertheless, all other easements, rights of way, reservations or exceptions as may have been contained in prior deeds of conveyances as well as premises heretofore taken by virtue of eminent domain proceedings by the Commonwealth of Pennsylvania for highway purposes.

BEING the same premises which became vested in the Grantors by deed of CHESTER W. RAFFERTY and MYRTLE RAFFERTY, dated March 17, 1959 and recorded in Clearfield County Deed Book 473, page 287.

NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:

Richard H. Lewis, Sr.
Richard H. Lewis, Sr.,
Shirley N. Lewis
Shirley N. Lewis

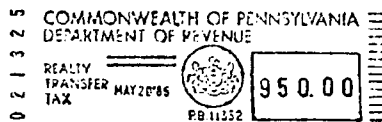
This _____ day of _____

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 pursuant to Act No. 253, approved September 10, 1965, as amended.)

Parcel # 2:

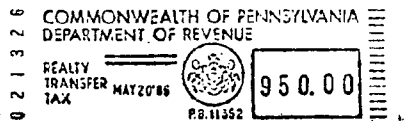
BEGINNING at the southeast corner of the George L and Jane C. Wilson property on the line of lands of McAnich Motors, Inc., of which this is a part; thence South $84^{\circ} 27'$ East a distance of 141.88 feet to the center of United States Route 119; thence along the center of said Route 119, by a curve to the right, the chord of said curve being South $31^{\circ} 03'$ West a distance of 327.17 feet to a tack in the center of said Route 119; thence along the eastern boundary of the George L. and Jane C. Wilson property North $5^{\circ} 21'$ East a distance of 295.25 feet to a point, the place of beginning. Containing 0.48 acres.

BEING the same premises which became vested in the Grantors by deed of McANICH MOTORS, INC. dated December 23, 1966 and recorded in Clearfield County Deed Book 530, page 262 on June 15, 1967.



AMOUNT \$ 1,900.00

PAID 2-20-85 MICHAEL R. LYTLE



AND the said grantor will generally WARRANT AND FOREVER DEFEND the property hereby conveyed.

IN WITNESS WHEREOF, said grantors have hereunto set their hands and seals, the day and year first above-written.

Sealed and delivered in the presence of

George L. Wilson (SEAL)
George L. Wilson

Jane C. Wilson (SEAL)
Jane C. Wilson

(SEAL)

(SEAL)

(SEAL)

(SEAL)

CERTIFICATE OF RESIDENCE

I hereby certify, that the precise residence of the grantee herein is as follows:
25 North Sixth Street, DuBois, Pennsylvania 15801

Attorney or Agent for Grantee

Commonwealth of Pennsylvania

County of Clearfield

ss.

On this, the 20th day of May 1985, before me

the undersigned officer, personally appeared GEORGE L. WILSON and JANE C. WILSON known to me (or satisfactorily proven) to be the person s whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

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

My Commission Expires
My Commission Expires June 23, 1986

MARLENE E. DUTLEY, Notary Public
DuBois, Clearfield County, Pa.

Marlene E. Dutley
Notary Public

State of _____ } ss.
County of _____ }

On this, the _____ day of _____, 19____, before me
the undersigned officer, personally appeared
known to me (or satisfactorily proven) to be the person whose name subscribed to the within
instrument, and acknowledged that he executed the same for the purpose therein
contained.

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

My Commission Expires _____

CLEARFIELD COUNTY
JUL 15 1985
52-35
15-66
15-66

Commonwealth of Pennsylvania } ss.
County of _____ }

RECORDED in the Office for Recording of Deeds, etc., in and for said County,
in Deed Book No. 114, Page 66

WITNESS my hand and official seal this 2nd day of July, 1985
Michael R. Lytle
Recorder of Deeds

State of Pa.
Sandy, Pa.
1985
9-20-85
9-20-85

Deed

WARRANTY DEED
The Plunket Co., Williamsport, Pa.

GEORGE L. WILSON et ux.
to
RICHARD H. LEWIS, SR et ux.
Dated May 20, 1985
For Parcel of land situated in
Sandy Township, Clearfield
County, PA

Consideration \$190,000.00

Recorded

Entered for Record in the Recorder's

Office of _____
County, the _____ day of _____, 19____
Tax, \$ _____
Fees, \$ _____
Recorder

BLAKLEY & JONES
ATTORNEYS AT LAW
406 DEPOSIT BANK BLDG.
DUBOIS, PENNSYLVANIA 15801

Entered of Record 5-20-1985 2:45 PM Michael R. Lytle, Recorder



February 11, 2004

American Dairy Queen Corp.

7505 Metro Boulevard
P.O. Box 390286
Minneapolis, MN 55439-0286
Telephone: (952) 830-0200

Shirley N. & Richard H. Lewis, Sr.
25 N 6th St
Du Bois PA 15801-3201

Dear Mr. and Mrs. Lewis:

Re. Dairy Queen® store #10896, Du Bois, PA

American Dairy Queen Corporation (ADQ) acknowledges receipt of your letters dated November 1, 2003 and February 1, 2004 concerning the renewal of your Franchise. ADQ hereby confirms the extension of your Franchise Agreement dated March 19, 1959, for an additional period of five years, ending March 19, 2009.

I apologize for the delay in our response and thank you for your attention to this matter. Please feel free to contact me if you have any questions or concerns.

Sincerely,

AMERICAN DAIRY QUEEN CORPORATION

A handwritten signature in black ink, appearing to read "Jay M. Lindquist".

Jay M. Lindquist
Manager
Franchise Services and Contracts
(952) 830-0481
Jay.Lindquist@idq.com

cc: Andy Sheridan
Sandy Scott
file

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DENNIS G. DOKSA,
Plaintiff

vs.

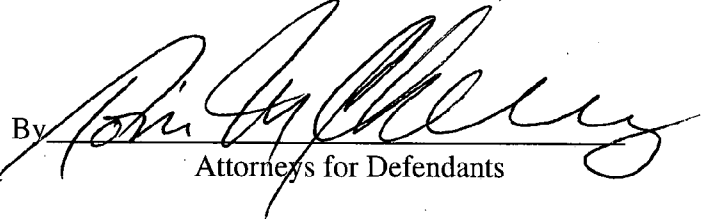
:
:
:
: No. 2007 - 1651 C.D.
:
:
:
:

RICHARD H. LEWIS, SR.,
SHIRLEY N. LEWIS,
Defendants

CERTIFICATE OF SERVICE

I hereby certify that on this 12th day of November, 2008, Defendants' Response to Request for Production of Documents were served upon RICHARD H. MILGRUB, ESQ., counsel for Plaintiff, by personally handing the same to him at the Clearfield County Courthouse, Clearfield, Pennsylvania, this 12th day of November, 2008.

GLEASON, CHERRY AND CHERRY, L.L.P.

By 
Attorneys for Defendants

Dated: November 12, 2008

ASSIGNMENT AND CONSENT TO ASSIGNMENT
"Dairy Queen" Store

KNOW ALL MEN BY THESE PRESENTS:

THAT, GEORGE L. WILSON and JANE C. WILSON, of Sandy Township, Clearfield County, Pennsylvania, hereinafter designated as "ASSIGNORS", in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, do hereby sell, assign, set over and deliver unto RICHARD H. LEWIS, SR. and SHIRLEY N. LEWIS, of the City of DuBois, Clearfield County, Pennsylvania, hereinafter designated as "ASSIGNEES", all of the Assignor's rights, title and interests, as the same may exist in and to that certain

Dairy Queen Franchise Agreement dated March 19, 1959 and extensions thereof, three copies of which have been delivered by Assignors to Assignees and receipt thereof is acknowledged by Assignees.

Assignees hereby assume and agree to make all the payments required by the above-mentioned Agreements, from and after the 20th day of May, 1985, and to perform and abide by all the covenants and conditions of said Agreements.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment and Consent to Assignment in triplicate the day and year as set forth below.

WITNESS:

[Signature]

[Signature]

DATED: This 13th day of
May, 1985.

WITNESS:

[Signature]

[Signature]

DATED: This 13th day of
May, 1985.

ASSIGNORS:

[Signature]

[Signature]

ASSIGNEES:

[Signature]

[Signature]

CONSENT TO ASSIGNMENT

AMERICAN DAIRY QUEEN CORPORATION, a Delaware Corporation, with its principal office at 5701 Green Valley Drive, Bloomington, Minnesota 55437, hereby consents to the foregoing Assignment by Assignors to Assignees, in consideration of the Assignee's agreement to make all payments and to perform and abide by all the covenants and conditions of said Agreement subject to the following:

The Assignors, GEORGE L. WILSON and JANE C. WILSON

guarantees all of the obligations of the Assignees, RICHARD H. LEWIS, SR. and SHIRLEY N. LEWIS,

incurred under said Agreements during the first two years from the date of transfer.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment and Consent to Assignment in triplicate the day and year set forth below.

WITNESS:

AMERICAN DAIRY QUEEN CORPORATION

Phonda L. Duncan

BY Norman E. Nelson

Its: V.P.

DATED: This 24th day of
July 19 85.

Paul R. Crane
Territory Governor
58 East Lafayette St.
Wilkes-Barre, Pa 18702

DAIRY QUEEN, INC.
PENNSYLVANIA DIVISION
FRANCHISE AGREEMENT

THIS AGREEMENT, made and entered into this 19th day of
March, 19 59, between Albert E. Riggle
and Helen G. Riggle

hereinafter referred to as "Licensee," and George L. Wilson and Jane C. Wilson
of DuBois, Pa. (Name)

(Address)

(City)

(State)

hereinafter referred to as "Dealer":

WITNESSETH:

In consideration of the mutual covenants herein contained, and for other good and valuable consideration, receipt of which is hereby acknowledged, intending to be legally bound hereunder, it is hereby stipulated and agreed between the parties as follows:

DAIRY
QUEEN
Trade
Name

1. "DEALER" acknowledges that DAIRY QUEEN is an established name having property value of great worth in the State of Pennsylvania and throughout the United States, and connotes (a) a semi-frozen product resulting from the processing of approved DAIRY QUEEN mix through the DAIRY QUEEN Freezers (b) the organization which dispenses that product; (c) the style and method of doing business; (d) a uniform plan of retailing the said product (e) in prototype buildings that are distinctive from other stores dealing in similar products and (f) DAIRY QUEEN, INC., Pennsylvania Division, is the owner of and has the exclusive right to use the name "DAIRY QUEEN" in the territory situate in the State of Pennsylvania hereinafter set forth; the right given by LICENSEE to DEALER hereunder is derived from DAIRY QUEEN, INC., Pennsylvania Division, and subordinate to its ownership thereof.

2. THE LICENSEE AGREES:

Franchise
Grant and
Obligations
of Licensee

(a) and does, hereby grant to the DEALER for the term of Twenty-five (25) years from the date hereof the exclusive right to make and sell under the trade name DAIRY QUEEN a frozen food product to be made, processed and sold in buildings or stores each erected by DEALER upon separate premises located in the following territory in accordance with the terms and conditions hereinafter set forth:
1/4 mile north of the Dairy Queen store DuBois, Pa.
1/4 mile south of the Dairy Queen store DuBois, Pa.
1/4 mile west of the Dairy Queen store DuBois, Pa.
1/4 mile east of the Dairy Queen store DuBois, Pa.

Freezers

(b) To order for the DEALER from the manufacturer 2 DAIRY QUEEN Freezers and such additional DAIRY QUEEN Freezers as may be required for DEALER'S performance hereunder.

Blueprints

(c) To furnish blueprints for the construction of a DAIRY QUEEN building or store on such separate premises of the DEALER within the aforesaid territory as shall be approved in writing by LICENSEE. Each premises shall be individually described in schedule hereinafter set forth or attached and said schedule shall become a part of this agreement.

Mix

(d) To make available sources for the DAIRY QUEEN mix and assist in establishing the formula of such mix.

Supervision

(e) To supervise DEALER'S store and train DEALER (who in turn shall train his employees) so that the established, uniform and high-calibre method of doing business under the name DAIRY QUEEN shall be followed consistently.

Containers

(f) To provide uniform designs and markings for containers in which the DAIRY QUEEN product shall be sold.

Topping

(g) To provide sources for the purchase of sundae topping having a quality consistent with that established for the DAIRY QUEEN product.

3. THE DEALER AGREES:

Payments

(a) To pay to the LICENSEE the sum of TWENTY-FIVE HUNDRED DOLLARS (\$2,500.00) as follows: ONE THOUSAND DOLLARS (\$1,000.00) upon the execution of this Agreement and the balance of ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00) at the rate of TEN CENTS (\$.10) per gallon of all mix purchased, payable in consecutive monthly instalments as further provided in paragraph 3 (e) hereinafter.

Freezers

(b) To install at DEALER'S cost and expense all said Freezers or replacements thereof, and thereafter maintain the same in a high state of operating condition and repair, and properly and frequently clean and oil the same;

Royalty

(c) To pay to the LICENSEE a royalty of 29¢ per gallon on all mix used in said Freezers, or replacements thereof, for so long as the same may be in use or operation, which royalty shall be in addition to the payments provided in paragraph (a) above;

Records

(d) To keep full and complete records of the conduct of the business, including a record of the serial numbers and locations of all Freezers and a record of all mix used and processed by DEALER, such information to be kept separately and maintained for each premise containing a building. Said records shall at all times be open to the inspection and examination of the LICENSEE, its agents and employees, and to such other persons as the LICENSEE may authorize in writing. DEALER shall not remove said records from any separate premises without the written consent of LICENSEE.

Paragraph 3 (a) To pay Twenty Five Hundred Dollars (\$2,500.00) as follows: Five Cents (\$.05) per gallon of mix purchased from the time the store opens until the close of the first season, the balance to be paid at the rate of (\$.10) per gallon of mix purchased until the balance is paid plus 6% interest.

Reports

(e) On or before the 2nd day of each calendar month during the term of this Agreement, to submit at LICENSEE'S business office, a written report to the LICENSEE on form supplied by Licensee, of all mix purchased during the preceding calendar month; said report shall show from whom the mix was purchased, the number of gallons used, and the number of Freezers through which the mix was processed, and at the same time make full remittance to the LICENSEE for all royalties due under the terms of this Agreement, reserving, however, unto the LICENSEE the right to change the method of payment by written notice;

Signs

(f) Not to erect any sign or placard upon or in any building or in, on, or about any premises of the DEALER without written approval thereof first obtained from the LICENSEE.

Single
Building

(g) To erect on premises to be approved by the LICENSEE, one DAIRY QUEEN building and no other structure on each premises of DEALER for the conduct of his DAIRY QUEEN business according to DAIRY QUEEN blue prints furnished by the LICENSEE, the construction of the first building to commence promptly and to proceed to completion as rapidly as conditions will permit, but in any event the first building to be completed and business commenced not later than May 29 1959 ; subsequent buildings on additional premises to be erected in accordance with time schedule furnished by LICENSEE;

Operations

(h) To provide the necessary equipment for each building and hire and supervise efficient operators and employees for the operation of the business, set their wages and commissions, and pay for the same without any liability on the LICENSEE whatsoever, and require all employees to work in clean DAIRY QUEEN uniforms approved by the LICENSEE but furnished at the cost of the DEALER, or the employee, as DEALER may determine;

Standards
Of
Quality

(i) That all mix and supplies, including cones, cups, containers, topping, flavoring, coloring and like supplies and materials shall meet the standards of quality and specifications therefor as may now or hereafter be set up by the LICENSEE and purchased only from sources approved in writing by LICENSEE and LICENSEE reserves the right to change the list of approved sources of supply as it deems best;

(j) To market the said frozen food confection in accordance with the laws of the State of Pennsylvania now or hereafter in force;

Maintenance

(k) To paint each building on each respective premises at least annually and maintain the same in a high state of repair and cleanliness at all times and comply with all applicable health and sanitation laws and regulations.

(l) To conform with and charge the selling price of DAIRY QUEEN products approved by the LICENSEE:

Continuous
Operation

(m) To operate each DAIRY QUEEN building for a period of at least 8 consecutive months of each calendar year and keep the same open for at least 11 hours every day for the sale of DAIRY QUEEN products to the general public.

Insurance

(n) During the term of this Agreement to carry Workmen's Compensation, Public Liability, Products Liability Insurance in such companies and amounts as are mutually agreed upon in writing by the parties, and furnish LICENSEE certificates or other evidence thereof. DEALER acknowledges that DEALER is the independent owner and operator of and in control of the said premises and agrees to indemnify and save harmless LICENSEE of and from all claims for loss or damage arising out of or in any manner related to the said premises and the conduct of the business therein.

Inspection
And
Supervision

(o) That for the purpose of making periodic inspections LICENSEE and its authorized agents shall have access to the entire building or buildings to be erected under this agreement, at reasonable times. Said right of inspection shall include the right to in-

spect the building, premises, and all equipment used by DEALER in the operation of said building; to inspect the appearance and cleanliness of the operator and his employees; to check the frozen dairy products sold by DEALER to which the name DAIRY QUEEN is applied and all the ingredients thereof; to check against misuse of said trade name in labeling and advertising by DEALER; and to check any other phase of DEALER'S operations for the purpose of ascertaining compliance with this Agreement. In addition, LICENSEE is hereby expressly authorized on DEALER'S behalf to inspect the records of any vendor from whom DEALER may purchase mix during the life of this Agreement.

Exclusive
Products
And
Operation
Support
Trade
Name

4. (a) (1) DEALER further agrees to sell from any said building or store, or in, on or about said premises, only the frozen or semi-frozen product resulting from the processing of the approved DAIRY QUEEN mix through the DAIRY QUEEN Freezers in compliance with the terms of this Agreement or such other frozen product approved by LICENSEE, and will maintain the said products of consistent high quality which the trade name DAIRY QUEEN now connotes to the general public, among other things.

(2) That except for the use of cones, toppings, flavoring, and kindred items used by the general public in consuming the said frozen or semi-frozen products DEALER agrees not to sell or offer to the public any item of merchandise or commodity of any kind or character whatsoever, either from the said building erected on any of DEALER'S premises or from any part or portion in, on, or about any said premises.

(3) That DEALER will not use the name DAIRY QUEEN other than in, on, or about said building or store and said premises, or in connection with any item of merchandise or commodity other than the said frozen or semi-frozen product.

(b) DEALER will not erect on any of said premises approved hereunder any other or additional building or structure of any kind or character whatsoever except the DAIRY QUEEN building or store provided herein.

(c) DEALER will not make any change or alteration of any kind or character whatsoever in any said DAIRY QUEEN building or store after the erection thereof as herein provided.

Defaults,
Grade Period
And
Remedies

5. (a) In the event DEALER shall fail to perform any of DEALER'S obligations under this contract and shall fail to correct any default within ten (10) days after notice thereof in writing mailed by LICENSEE to DEALER'S last address, LICENSEE may declare this agreement terminated and all monies paid by DEALER to LICENSEE for this Franchise or otherwise shall be retained by the LICENSEE as liquidated damages; and upon written demand from the LICENSEE, DEALER shall immediately cease all use of DAIRY QUEEN Freezers and the use of the trade name DAIRY QUEEN. The failure of either party to notify the other of any default shall not be deemed a waiver of that or any subsequent default thereof.

Restrictive
Covenant

(b) Upon termination of DEALER'S rights hereunder, whether by expiration of the term of this contract, or by mutual agreement, or by cancellation of this agreement by LICENSEE, as aforesaid, DEALER agrees:

(1) To immediately cease all use of the trade name DAIRY QUEEN and the use of said DAIRY QUEEN Freezers, and all rights to the use of said trade name and said Freezers will immediately revert to LICENSEE;

(2) DEALER acknowledges that his entrance into the manufacture, distribution and sale of the frozen food product herein provided arises from the license which he receives hereunder for the use of the DAIRY QUEEN name and the good will accompanying the same; that his continuation in the said business as herein provided will result from the same, supplemented by the services and aids supplied to DEALER by LICENSEE. Accordingly, DEALER agrees, in the event of a termination of his rights hereunder as aforesaid that DEALER will not engage in the manufacture, distribution or sale of any frozen food product similar to that of DAIRY QUEEN within the above described

territory, or within an area of ten miles adjacent thereto, either directly or indirectly, as owner, partner, agent, employee, investor, corporate officer, director, shareholder, or any other capacity, for a period of two (2) years after the effective date of such termination and further covenants during said two (2) year period not to permit the manufacture, distribution or sale by any other person from the stores and premises covered by this Agreement of any frozen food product similar to that of DAIRY QUEEN.

Freezer and
Sign
Option

(3) In the event of termination of DEALER'S rights as in 5 (b) DEALER does give to LICENSEE the option, for a period of ninety (90) days after such termination, to purchase any or all of DEALER'S DAIRY QUEEN Freezers, roof signs or pole signs, for the price paid by DEALER F.O.B. Factory, less depreciation thereon computed at the rate of twenty percent (20%) per year, but with a minimum price of \$100.00 for each Freezer and a minimum price of \$25.00 for each sign, pole or roof, that are in good operating or usable condition at the time: And DEALER covenants to deliver said freezers and/or signs, to LICENSEE free and clear of all encumbrances, with good and marketable title, and accompanied by an appropriate bill of sale thereto.

Franchise
Extension

6. The provisions of this Agreement may be extended for additional terms of five (5) years each, subject to all the undertakings and agreements herein provided and continued payment of the royalty (but excluding payment of any additional Franchise fee) as hereinabove provided. In order to secure said extension, the DEALER or his authorized assigns must give written notice to the LICENSEE of election to extend the Agreement, which notice must be given at least sixty (60) days prior to the termination of the Agreement, or any subsequent extension thereof.

Successors

7. This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto, provided that the DEALER may not transfer or assign any of his rights under this Agreement without the written approval first obtained of both DAIRY QUEEN, INC., Pennsylvania Division, and LICENSEE.

Number
And
Gender

8. Within the meaning of this contract the single number when used shall include the plural, and the plural the singular, and the use of any gender shall be applicable to all genders, and the word "premises" is understood to designate the entire tract of land upon which the building and store is erected thereon, including the same.

Premises
Description

9. Schedule of premises approved hereunder:

First: All that certain lot or piece of ground situate in the Township
of Sandy County of Clearfield, State of

Pennsylvania, and more particularly described as follows:

Beginning at an iron pipe, the southeast corner of land of Frank Marthurs; being also in the westerly line of land of James Braund; thence by the westerly line of land of James Braund South 5°21' West Two Hundred and Forty Four and Ninety - One Hundredths (244.91) Feet to an iron pipe; thence still by line of James Braund South 9°40' West One Hundred and Sixty-Four and Six Tenths (164.6) Feet to an old iron pipe; thence by line of land of Kessler South 5°32' West Two Hundred and Sixty-Six and Eighty One Hundredths (266.81) Feet to an iron pipe, the northeast corner of the land of Kuntz; thence along the northerly line of land of Kuntz North 84°27' West Three Hundred and Seventeen and Forty One Hundredths

This portion of the description to be used for the Dairy Queen; Extending 75 feet from the center of the Dairy Queen building to the right and to the left of the building, and 100 feet from the back and front.

Additional premises shall be set forth on memorandum hereto attached and made a part hereof and identified by the signatures of the parties hereto as an approved premises, which supplemental memorandum shall set forth the date when the construction of the said additional building or buildings on the premises shall be completed and the business commenced therein.

Entire
Agreement
And
Waivers

10. This Agreement contains the sole and entire agreement between the parties

and they acknowledge that neither party has made any representations with respect to the subject matter of this Agreement except as specifically set forth herein. The parties further agree that no waiver or modification of this Agreement or any part thereof shall be valid unless in writing and executed by the party to be charged therewith and that no evidence of any waiver or modification shall be offered or received effecting the rights and obligations of the parties to this Agreement unless such waiver or modification is in writing executed as aforesaid; the parties agreeing further that the provisions of this paragraph may not be waived except as herein set forth.

Premises Description Continued;

(317.40) Feet to an iron pipe, said iron pipe being the southeast corner of land of St. Catherine's Church North 5°21' East Six Hundred and Seventy-Six and Fifty-Four One Hundredths (676.54) Feet to an iron pipe in the southerly line of land of Frank Marthurs; thence by the southerly line of land of Frank

seals in duplicate the day and year first above written.

Approved by DAIRY QUEEN, INC.
Penna. Division

7/13/59 *C. C. Moller*
President

Albert Riggle (SEAL)
Licensee

Helen G. Riggle (SEAL)
Licensee

George L. Wilson (SEAL)
Dealer

Jane C. Wilson (SEAL)
Dealer

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

DENNIS G. DOKSA,
Plaintiff

-vs-

RICHARD H. LEWIS, SR. and
SHIRLEY N. LEWIS,
Defendants

*
*
*
*
*
*
*

No. 2007-1651-CD

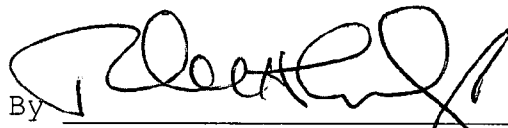
PRAECIPE TO WITHDRAW/ENTER APPEARANCE

TO THE PROTHONOTARY:

Please withdraw my appearance on behalf of the above-captioned Plaintiff, Dennis G. Doksa.

Date: 4/15/09

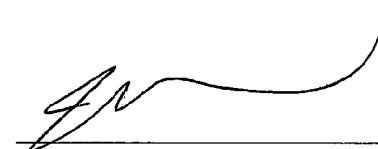
By


Richard H. Milgrub, Esquire

Please enter my appearance on behalf of the above-captioned Plaintiff, Dennis G. Doksa.

Date: 4/15/09

By


Jeffrey S. DuBois, Esquire
Attorney for Plaintiff

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

109 NORTH BRADY STREET
DUBOIS, PA 15801

FILED NO CC
APR 15 2009
copy
William A. Shaw
Prothonotary/Clerk of Courts to CIA

FILED
JUN 19 2009

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
CIVIL TRIAL LISTING

William A. Shaw
Prothonotary/Clerk of Courts

CERTIFICATE OF READINESS (To be executed by Trial Counsel Only)	TO THE PROTHONOTARY DATE PRESENTED June 18, 2009
---	---

2cc Amy
DuBois
(C)

CASE NUMBER 2007-1651-CD	TYPE TRIAL REQUESTED () Jury (X) Non-jury () Arbitration	ESTIMATED TRIAL TIME ____2____ DAYS
------------------------------------	--	--

PLAINTIFF(S)

DENNIS G. DOKSA _____ ()
DEFENDANT(S)

RICHARD H. SR. and SHIRLEY N. LEWIS _____ ()
ADDITIONAL DEFENDANT(S)

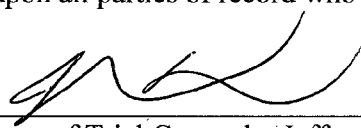
Check Block
if a Minor
is a Party
to the Case

JURY DEMAND FILED BY:	DATE JURY DEMAND FILED:
AMOUNT AT ISSUE CONSOLIDATION	DATE CONSOLIDATION ORDERED

\$ 25,000.00 () Yes (X) No

PLEASE PLACE THE ABOVE CAPTIONED CASE ON THE TRIAL LIST.

I certify that all discovery in the case has been completed; all necessary parties and witnesses are available; serious settlement negotiations have been conducted; the case is ready in all respect for trial, and a copy of this Certificate has been served upon all counsel of record and upon all parties of record who are not represented by counsel.


Signature of Trial Counsel – Jeffrey S. DuBois, Esquire

COUNSEL WHO WILL ACTUALLY TRY THE CASE

FOR THE PLAINTIFF Jeffrey S. DuBois, Esquire	TELEPHONE NO. 814-375-5598
FOR THE DEFENDANT Toni M. Cherry, Esquire	TELEPHONE NO. 814-371-5800
FOR ADDITIONAL DEFENDANT	TELEPHONE NO.

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

DENNIS G. DOKSA

vs.

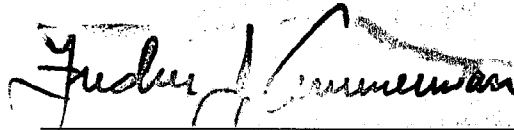
No. 07-1651-CD

RICHARD H. LEWIS, SR. and
SHIRLEY N. LEWIS

ORDER

AND NOW, this 29th day of June, 2009, it is the Order of the Court that a pre-trial conference in the above-captioned matter shall be and is hereby scheduled for **Friday, September 4, 2009 at 10:30 A.M.** in Judges Chambers, Clearfield County Courthouse, Clearfield, PA.

BY THE COURT:



Fredric J. Ammerman
President Judge

FILED
014:00304
JUN 29 2009

William A. Shaw
Prothonotary/Clerk of Courts

ICC Atty's: T. Cherry
DeBois

FILED

JUN 29 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 0629/09

 You are responsible for serving all appropriate parties.

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

 Plaintiff(s) X Plaintiff(s) Attorney Other

 Defendant(s) X Defendant(s) Attorney

 Special Instructions:

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

DENNIS G. DOKSA,
Plaintiff

vs.

RICHARD H. LEWIS, SR.
SHIRLEY N. LEWIS
Defendants

NO. 07-1651-CD

ORDER

FILED
013:54/201
SEP 08 2009

William A. Shaw
Prothonotary/Clerk of Courts

1cc
Arlys:
DeBor's
T. Cherry
(610)

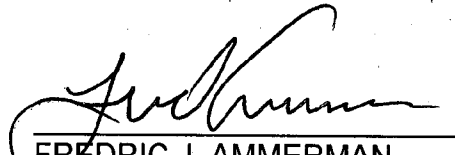
NOW, this 4th day of September, 2009, following pre-trial conference with counsel for the parties as set forth above, it is the ORDER of this Court as follows:

1. Non-Jury Trial is hereby scheduled for January 26 and 27, 2010 commencing at 9:00 a.m. at the Clearfield County Courthouse, Clearfield, Pennsylvania before the Honorable Senior Judge Charles Brown, Specially Presiding.
2. All depositions which are to be used for trial presentation purposes shall be completed by absolutely no later than sixty (60) days prior to the commencement of trial or the same will not be available for use at trial. A copy of the transcript of any such deposition(s) shall be provided to opposing counsel within no more than ten (10) days following completion of the deposition(s).
3. The written report of any expert who will testify at trial which has not previously been provided to opposing counsel shall be delivered within no more than sixty (60) days from this date. Failure to comply will result in the witness not being available for use at trial.
4. Any party making objections relative the testimony to be provided by any witness in the form of a deposition at the time of trial shall submit said objections to the Court, in writing, no later than forty-five (45) days prior to the commencement of trial. All

objections shall reference specific page and line numbers within the deposition(s) in question along with that party's brief relative same. The opposing party shall file an Answer thereto and submit its brief in opposition to said objections no later than thirty (30) days prior to the commencement of trial.

5. Any party filing any Motion or Petition regarding limitation or exclusion of evidence or testimony to be presented at time of trial, including but not limited to Motions in Limine, shall file the same no more than forty-five (45) days prior to the trial date. The party's Petition or Motion shall be accompanied by an appropriate brief. The responding party thereto shall file its Answer and submit appropriate response brief no later than thirty (30) days prior to trial.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

FILED

SEP 08 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 9/8/09

X You are responsible for serving all appropriate parties.
X The Prothonotary's office has provided service to the following parties:

 Plaintiff(s) X Plaintiff(s) Attorney Other
 Defendant(s) X Defendant(s) Attorney
 Special Instructions:

SETTLEMENT ORDER

FILED

012:05/01
JAN 28 2010

William A. Shaw
Prothonotary/Clerk of Courts

2cc Augs:
T. Cherry
DuBois
(66)

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

DENNIS G. DOKSA

VS.

NO. 07-1651-CD

RICHARD H. LEWIS and

SHIRLEY N. LEWIS

O R D E R

AND NOW this 26th day of January, 2010, this being the date scheduled for hearing in the above-captioned case; and the parties having reached a full and complete resolution of all matters raised in the pleadings without the need for litigation before the court and desiring that their agreement be entered as an Order of Court, it is hereby ORDERED AND DECREED:

1. Richard H. Lewis and Shirley N. Lewis shall pay to Dennis G. Doksa the sum of One Hundred Thousand (\$100,000) Dollars, payable in four (4) equal yearly payments of Twenty-five Thousand (\$25,000) Dollars each. The first payment is due no later than the 1st day of June, 2010, with the three (3) remaining payments being due and payable no later than the 1st day of June for the next three (3)

succeeding years thereafter.

2. Richard H. Lewis and Shirley N. Lewis shall assume sole responsibility for payment of the federal taxes/Internal Revenue Service lien against Dennis G. Doksa, resulting from or arising out of the filing of Amended U.S. Individual Income Tax Returns with Deborah N. Doksa for the years of 2004, 2005 and 2006, in the approximate amount of One Hundred Fifty Thousand (\$150,000) Dollars, and will hold Dennis G. Doksa harmless from any liability for payment thereon.

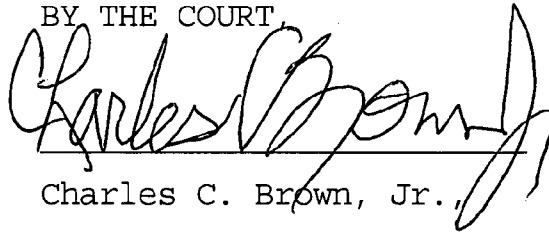
3. Richard H. Lewis and Shirley N. Lewis shall assume sole responsibility for payment of the lien filed for state taxes by the Pennsylvania Department of Revenue against Dennis G. Doksa arising out of Amended Pennsylvania Income Tax Returns filed on behalf of Dennis G. Doksa for the years of 2004, 2005 and 2006.

4. Dennis G. Doksa hereby waives any and all claims he may have, either now, in the past, or at any time in the future, in the business known as Debi's Dairy Queen, or in any of the real estate upon which said Dairy Queen is located, or in any other property owned by Richard H. Lewis and Shirley N. Lewis, and he will cause the action filed by him to the above-captioned term and number to be marked settled, discontinued and ended, with prejudice, immediately upon issuance of this Order.

5. Richard H. Lewis and Shirley N. Lewis hereby waive the counterclaim raised by them in this case against Dennis G. Doksa, and will cause their counterclaim to be marked settled, discontinued and ended, with prejudice, immediately upon issuance of this Order.

6. Each party will be solely responsible for his/her own court costs and his/her own attorney's fees.

BY THE COURT,

A handwritten signature in black ink, appearing to read "Charles C. Brown, Jr.", written over a horizontal line.

Charles C. Brown, Jr.,

Senior Judge

Specially Presiding

FILED

JAN 28 2010

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 1/28/10

☐ 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
CIVIL ACTION – LAW

FILED (F)

JUN 10 2010

William A. Shaw
Prothonotary/Clerk of Courts

DENNIS G. DOKSA.,

Plaintiff

No. 07-1651-CD

Vs.

Type of Pleading:

RICHARD H. LEWIS, SR.
SHIRLEY N. LEWIS,

Defendants

**PETITION TO ENFORCE
SETTLEMENT**

Filed on Behalf of:
PLAINTIFF

Counsel of Record for This Party:

Jeffrey S. DuBois, Esquire
Supreme Court No. 62074
210 McCracken Run Road
DuBois, PA 15801
(814) 375-5598

3 chm to
Att

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

DENNIS G. DOKSA.,	:	No. 07-1651-CD
Plaintiff	:	
	:	
Vs.	:	
	:	
RICHARD H. LEWIS, SR. and	:	
SHIRLEY N. LEWIS,	:	
Defendants	:	

PETITION TO ENFORCE SETTLEMENT

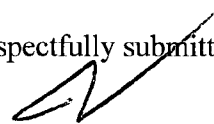
AND NOW, comes Plaintiff, DENNIS G. DOKSA, by and through his attorney, Jeffrey S. DuBois, Esquire, who files this Petition to Enforce Settlement, and in support thereof avers the following:

1. The parties to the above captioned action case were scheduled for a Two (2) day Trial before the Honorable Charles C. Brown, Jr., which was to be held on January 26 and January 27, 2010.
2. On the first day of said Trial, the parties reached an amicable resolution to said agreement and the same was made an Order of Court. A copy of said Order of Court is attached hereto and made a part hereof as Exhibit A.
3. As part of the terms of said agreement, Defendants agreed to hold Plaintiff harmless of any and all Federal and State taxes and liens, and agreed to payoff said liens and/or taxes on behalf of Plaintiff.
4. Despite repeated telephone conferences and correspondences by counsel for Plaintiff to counsel for Defendant, Defendants have yet to comply with this provision and have not resolved the Federal and State tax liens against Plaintiff.

5. In addition, part of the other terms of the agreement were for a series of Twenty Five Thousand (\$25,000.00) dollar payments to be made to Plaintiff by Defendants, with the first being due on or before June 1, 2010.
6. Defendants have failed to make said payment to Plaintiff.
7. The above failures by Defendants to comply with the terms in which they are obligated to in relation to Plaintiff are in clear violation of the Court Order, and amount to Contempt of Court.
8. Plaintiff respectfully requests this Honorable Court to enforce the Court Order and immediately order Defendants to pay Plaintiff Twenty Five Thousand (\$25,000.00) dollars, as well as payoff and resolve the Federal and State taxes and liens.
9. In addition, Plaintiff has incurred legal fees in the amount of Seven Hundred Fifty (\$750.00) dollars in attempting to enforce this Order, not only in the filing of this Petition, but over the past few months.
10. As a consequence, Plaintiff requests attorney fees in the amount of Seven Hundred Fifty (\$750.00) dollars.

WHEREFORE, Plaintiff respectfully requests this Honorable Court to enforce the Court Order and order Defendants to pay Plaintiff the amount of Twenty Five Thousand (\$25,000.00) dollars, and payoff and resolve Federal and State taxes and liens, and pay his attorney fees.

Respectfully submitted,



Jeffrey S. DuBois, Esquire
Attorney for Plaintiff

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

DENNIS G. DOKSA

VS.

RICHARD H. LEWIS and

SHIRLEY N. LEWIS

)
)
) NO. 07-1651-CD
)
)
)
)
)
)

O R D E R

AND NOW this 26th day of January, 2010, this being the date scheduled for hearing in the above-captioned case; and the parties having reached a full and complete resolution of all matters raised in the pleadings without the need for litigation before the court and desiring that their agreement be entered as an Order of Court, it is hereby ORDERED AND DECREED:

1. Richard H. Lewis and Shirley N. Lewis shall pay to Dennis G. Doksa the sum of One Hundred Thousand (\$100,000) Dollars, payable in four (4) equal yearly payments of Twenty-five Thousand (\$25,000) Dollars each. The first payment is due no later than the 1st day of June, 2010, with the three (3) remaining payments being due and payable no later than the 1st day of June for the next three (3)

succeeding years thereafter.

2. Richard H. Lewis and Shirley N. Lewis shall assume sole responsibility for payment of the federal taxes/Internal Revenue Service lien against Dennis G. Doksa, resulting from or arising out of the filing of Amended U.S. Individual Income Tax Returns with Deborah N. Doksa for the years of 2004, 2005 and 2006, in the approximate amount of One Hundred Fifty Thousand (\$150,000) Dollars, and will hold Dennis G. Doksa harmless from any liability for payment thereon.

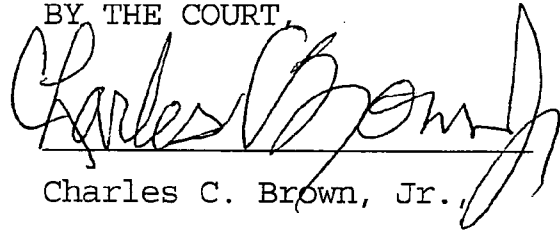
3. Richard H. Lewis and Shirley N. Lewis shall assume sole responsibility for payment of the lien filed for state taxes by the Pennsylvania Department of Revenue against Dennis G. Doksa arising out of Amended Pennsylvania Income Tax Returns filed on behalf of Dennis G. Doksa for the years of 2004, 2005 and 2006.

4. Dennis G. Doksa hereby waives any and all claims he may have, either now, in the past, or at any time in the future, in the business known as Debi's Dairy Queen, or in any of the real estate upon which said Dairy Queen is located, or in any other property owned by Richard H. Lewis and Shirley N. Lewis, and he will cause the action filed by him to the above-captioned term and number to be marked settled, discontinued and ended, with prejudice, immediately upon issuance of this Order.

5. Richard H. Lewis and Shirley N. Lewis hereby waive the counterclaim raised by them in this case against Dennis G. Doksa, and will cause their counterclaim to be marked settled, discontinued and ended, with prejudice, immediately upon issuance of this Order.

6. Each party will be solely responsible for his/her own court costs and his/her own attorney's fees.

BY THE COURT



Charles C. Brown, Jr.,

Senior Judge

Specially Presiding

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

JAN 28 2010

Attest.


Prothonotary/
Clerk of Courts


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

DENNIS G. DOKSA.,	:	No. 07-1651-CD
Plaintiff	:	
	:	
Vs.	:	
	:	
RICHARD H. LEWIS, SR. and	:	
SHIRLEY N. LEWIS,	:	
Defendants	:	

CERTIFICATE OF SERVICE

I do hereby certify that on the 18th day of June, 2010, I served a true and correct copy of the within Petition to Enforce Settlement by first class mail, postage prepaid, on the following:

Toni M. Cherry, Esquire
PO Box 505
DuBois, PA 15801



Jeffrey S. DuBois

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

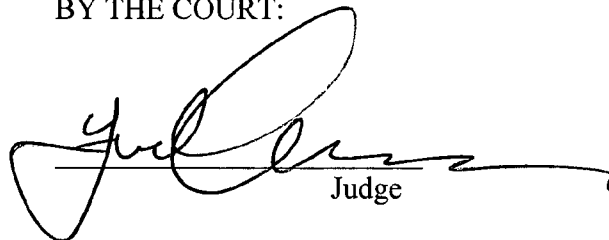
DENNIS G. DOKSA.,	:	No. 07-1651-CD
Plaintiff	:	
	:	
Vs.	:	
	:	
RICHARD H. LEWIS, SR. and	:	
SHIRLEY N. LEWIS,	:	
Defendants	:	

ORDER

AND NOW, this 16th day of JUNE, 2010, upon consideration
of the Plaintiff's Petition to Enforce Settlement,

IT IS HEREBY ORDERED AND DECREED, that a hearing shall be conducted
in this matter on the 18th day of August, 2010, at 1:30 o'clock p.M.,
at the Clearfield County Courthouse, in Clearfield, Pennsylvania.

BY THE COURT:


Judge

FILED 3cc
014:00601 Atty DuBois
JUN 17 2010
William A. Shaw
Prothonotary/Clerk of Courts

FILED

JUN 17 2010

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 6/17/10

X 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:

CA


.....

No. 07-1651-CD

**RICHARD H. LEWIS, SR. and
SHIRLEY N. LEWIS**

1

BY THE COURT,



President Judge

President Judge

FILED 1cc
01/10/13 Atty's:
AUG 24 2010 DuBois
William A. Shaw
Prothonotary/Clerk of Courts T. Cherry

FILED

AUG 24 2010

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 8/24/10

☐ 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
CIVIL DIVISION

DENNIS G. DOKSA

-VS-

RICHARD H. LEWIS, SR., and
SHIRLEY N. LEWIS

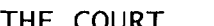
No. 07-1651-CD

ORDER

AND NOW, this 3rd day of December, 2010, following argument on the Plaintiff's Petition to Enforce Settlement, it is the ORDER of this Court that the matter be and is hereby continued until 9:00 a.m. on Monday, April 4, 2011, Courtroom No. 1, Clearfield County Courthouse. One-half (1/2) hour has been allotted for said hearing.

BY THE COURT,

BY THE COURT,



President Judge

5
FILED 2CC Atty's
DEC 10 2010
William A. Shaw
Prothonotary/Clerk of Courts

FILED

DEC 10 2010

William A. Smith
Prothonotary/Clerk of Courts

DATE: 12/10/10

____ You are responsible for serving all parties.

☒ The Prothonotary's office has previously served the following parties:

____ Plaintiff(s) ☒ Plaintiff(s) A

____ Defendant(s) ☒ Defendant(s) A

____ Special Instructions:

CA

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

DENNIS G. DOKSA,

Plaintiff

Vs.

RICHARD H. LEWIS, SR.

SHIRLEY N. LEWIS,

Defendants

No. 07-1651-CD

Type of Pleading:

**PETITION FOR HEARING
TO ENFORCE SETTLEMENT**

Filed on Behalf of:
PLAINTIFF

Counsel of Record for This Party:

Jeffrey S. DuBois, Esquire
Supreme Court No. 62074
210 McCracken Run Road
DuBois, PA 15801
(814) 375-5598

FILED 4cc
07/11/18/2011
AUG 17 2011
William A. Shaw
Prothonotary/Clerk of Courts
64

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

DENNIS G. DOKSA,	:	No. 07-1651-CD
Plaintiff	:	
	:	
Vs.	:	
	:	
RICHARD H. LEWIS, SR. and	:	
SHIRLEY N. LEWIS,	:	
Defendants	:	

PETITION TO ENFORCE SETTLEMENT

AND NOW, comes Plaintiff, DENNIS G. DOKSA, by and through his attorney, Jeffrey S. DuBois, Esquire, who files this Petition to Enforce Settlement, and in support thereof avers the following:

1. The parties to the above captioned action case were scheduled for a Two (2) day Trial before the Honorable Charles C. Brown, Jr., which was to be held on January 26 and January 27, 2010.
2. On the first day of said Trial, the parties reached an amicable resolution to said agreement and the same was made an Order of Court
3. As part of the terms of said agreement, Defendants agreed to pay all of Plaintiff's Federal and State taxes and liens.
4. There have been numerous hearings before this Honorable Court since that time to enforce said provisions of the settlement agreement and to ensure that these taxes are paid on behalf of Plaintiff, Dennis Doksa.
5. Even though twenty (20) months have passed since the date of this settlement, the taxes for Mr. Doksa still have yet to be paid.

6. Moreover, during the past several months, both the state and federal departments have levied tax liens and judgments on properties of Mr. Doksa and has seized equipment.
7. It is essential that the taxes on behalf of Mr. Doksa be paid immediately, or more of his property will be seized and Mr. Doksa will be financially devastated.
8. Mr. Doksa gave up his claim against the Lewis' in consideration of the above settlement, and thus Defendants have an obligation to comply with the terms.
9. More than enough time has passed and the Lewis' must comply with the terms of the settlement agreement, or an immediate judgment in that amount should be entered against them.

WHEREFORE, Plaintiff respectfully requests this Honorable Court to grant his petition and schedule a hearing in this matter and award the requested relief.

Respectfully submitted,



Jeffrey S. DuBois, Esquire
Attorney for Plaintiff


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

DENNIS G. DOKSA,	:	No. 07-1651-CD
Plaintiff	:	
	:	
Vs.	:	
	:	
RICHARD H. LEWIS, SR. and	:	
SHIRLEY N. LEWIS,	:	
Defendants	:	

CERTIFICATE OF SERVICE

I do hereby certify that on the 17th day of August, 2011, I served a true and correct copy of the within Petition for Hearing to Enforce Settlement by first class mail, postage prepaid, on the following:

Toni M. Cherry, Esquire
PO Box 505
DuBois, PA 15801



Jeffrey S. DuBois

CA

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

DENNIS G. DOKSA,

Plaintiff

No. 07-1651-CD

Vs.

RICHARD H. LEWIS, SR. and
SHIRLEY N. LEWIS,

Defendants

FILED

AUG 19 2011

William A. Shaw
Prothonotary/Clerk of Courts

3 cers to

Attor

ORDER

AND NOW, this 19th day of August, 2010, upon consideration
of the Plaintiff's Petition for Hearing to Enforce Settlement,

IT IS HEREBY ORDERED AND DECREED, that a hearing shall be conducted
in this matter on the 17th day of October, 2011, at 2:30 o'clock P.M.
at the Clearfield County Courthouse, in Clearfield, Pennsylvania, Courtroom #1.

BY THE COURT:

Frederick J. Zimmerman

Judge

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DENNIS G. DOKSA

-VS-

RICHARD H. LEWIS, SR., and
SHIRLEY N. LEWIS

:
:
:
:
:
:
:

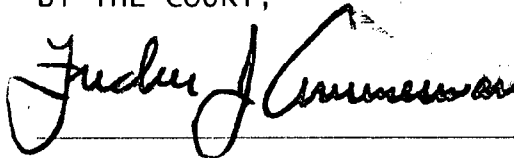
No. 07-1651-CD

O R D E R

AND NOW, this 17th day of October, 2011, this being the date set for argument on the Petition filed on behalf of the Plaintiff on August 17, 2011; from a review of the correspondence to and from the Internal Revenue Service as provided by Attorney Toni Cherry, it would appear to the Court that settlement has been reached in regard to the Federal income taxes and a check for the same has been forwarded to the Internal Revenue Service.

In regard to any other claims, the Court believing the same are premature at this time, it is the ORDER of this Court that the Petition filed on behalf of the Plaintiff on August 17, 2011, be and is hereby dismissed, without prejudice.

BY THE COURT,



President Judge

FILED

01400801
OCT 19 2011

William A. Shaw
Prothonotary/Clerk of Courts

2CC/11/3:
T. Cherry
DuBois

66

FILED

OCT 19 2011

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 10/19/11

X You are responsible for serving all appropriate parties.
X The Prothonotary's office has provided service to the following parties.

 Plaintiff(s) X Plaintiff(s) Attorney Other

 Defendant(s) X Defendant(s) Attorney

 Special Instructions:

CA

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

DENNIS G. DOKSA,	:	No. 07-1651-CD
Plaintiff	:	
	:	Type of Pleading:
Vs.	:	
	:	PETITION TO
RICHARD H. LEWIS, SR.	:	ENFORCE SETTLEMENT
SHIRLEY N. LEWIS,	:	
Defendants	:	
	:	Filed on Behalf of:
	:	PLAINTIFF
	:	
	:	Counsel of Record for This Party:
	:	
	:	Jeffrey S. DuBois, Esquire
	:	Supreme Court No. 62074
	:	210 McCracken Run Road
	:	DuBois, PA 15801
	:	(814) 375-5598

FILED 3cc
0/9:58/11
MAR 29 2012
William A. Shaw
Prothonotary/Clerk of Courts
Atty DuBois
id

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

DENNIS G. DOKSA,	:	No. 07-1651-CD
Plaintiff	:	
	:	
Vs.	:	
	:	
RICHARD H. LEWIS, SR. and	:	
SHIRLEY N. LEWIS,	:	
Defendants	:	

PETITION TO ENFORCE SETTLEMENT

AND NOW, comes Plaintiff, DENNIS G. DOKSA, by and through his attorney, Jeffrey S. DuBois, Esquire, who files this Petition to Enforce Settlement, and in support thereof avers the following:

1. The parties hereto have been before this Honorable Court on a number of occasions on Petitions filed by Plaintiff.
2. The gravamen of Plaintiff's Petitions are that Defendants have failed to comply with the Settlement Agreement entered into by the parties, in January 2010, and approved by the specially presiding Judge, the Honorable Charles C. Brown, Jr.
3. In particular, it is that Defendants had not paid off Plaintiff's taxes for the years 2004 through 2007, as was agreed to by the parties.
4. In our various hearings before this Honorable Court on these Petitions, Counsel for Defendants had set forth that said taxes had been paid and the issue had been completed with the Internal Revenue Service.
5. However, counsel for Plaintiff has been in contact with respective agents from the Internal Revenue Service, and has been informed that an Offer and Compromise

has been set forth for the taxes, but **only** in the name of Deborah Doksa, now Deborah Burton, and **NOT** as a joint Offer in Compromise, which would also include Plaintiff, Dennis Doksa.

6. A copy of said letter from the Internal Revenue Service setting forth the above is attached hereto and made a part hereof as Exhibit A.
7. The averments in Paragraphs 5 and 6 is exactly what the undersigned has been arguing in the previous hearings before this Honorable Court, that the taxes, with respect to Plaintiff, have not yet been taken care of, even though it has been over two (2) years since the Settlement Agreement was reached between the parties.
8. Based on the above, it is clear that there is no joint Offer in Compromise to take care of Plaintiff's taxes, and Plaintiff is still subject to liens and recovery actions by the IRS.
9. In light of the above, Plaintiff is in need of immediate relief to include, but not limited to, his taxes being immediately paid to the Internal Revenue Service, a Judgment entered on his behalf against Defendants in the full amount until said taxes are paid, and counsel fees for this Petition, as well as all previous Petitions.

WHEREFORE, Plaintiff respectfully requests this Honorable Court to grant his Petition, schedule a hearing in this matter and award the above requested relief.

Respectfully submitted,



Jeffrey S. DuBois, Esquire
Attorney for Plaintiff



DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
WASHINGTON, DC 20224

SMALL BUSINESS/SELF-EMPLOYED DIVISION

Date: 03/16/2012

DENNIS G DOKSA
124 SYKES STREET EXT
SYKESVILLE, PA 15865-1350

This letter is in regards to an Offer in Compromise that was filed around September 3, 2010. The offer that was received was received as a single offer. This letter is to correct any confusion. The above taxpayer was not included in the offer received.

If you have any questions or need more information, please contact me at the address or the telephone number listed below:

Internal Revenue Service
HOLLY POINTE CENTRE-SUITE 201
220 SOUTH MAIN STREET
BUTLER, PA 16001-5987

Phone#: (724)282-0545 x22
Fax#: (724)282-7360

Sincerely,

SHERRY L IVANKO
REVENUE OFFICER
Employee ID#: 1000349444

Exhibit A

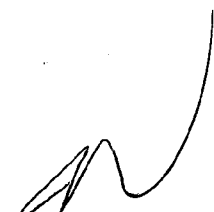
IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION – LAW

DENNIS G. DOKSA,	:	No. 07-1651-CD
	Plaintiff	:
		:
Vs.		:
		:
RICHARD H. LEWIS, SR. and		:
SHIRLEY N. LEWIS,		:
	Defendants	:

CERTIFICATE OF SERVICE

I do hereby certify that on the 29th day of March, 2012, I served a true and correct copy of the within Petition to Enforce Settlement by first class mail, postage prepaid, on the following:

Toni M. Cherry, Esquire
PO Box 505
DuBois, PA 15801



Jeffrey S. DuBois

CA

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

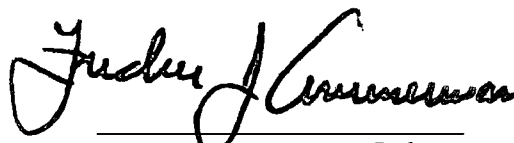
DENNIS G. DOKSA,	:	No. 07-1651-CD
Plaintiff	:	
	:	
Vs.	:	
	:	
RICHARD H. LEWIS, SR. and	:	
SHIRLEY N. LEWIS,	:	
Defendants	:	

ORDER

AND NOW, this 29th day of March, 2012, upon consideration of the Plaintiff's Petition to Enforce Settlement,

IT IS HEREBY ORDERED AND DECREED, that a hearing shall be conducted in this matter on the 4th day of May, 2012, at 9:00 o'clock A.M. at the Clearfield County Courthouse, in Clearfield, Pennsylvania, Courtroom #1.

BY THE COURT:



Judge

FILED 300
019:03/04
APR 03 2012
William A. Shaw
Prothonotary/Clerk of Courts
Atty DuBois
66

FILED

APR 03 2012

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 4/3/12

☒ You are responsible for serving all appropriate parties.

☐ The Prothonotary's office has provided service to all appropriate parties.

☐ Plaintiff(s) Attorney ☐ Other

☐ Defendant(s) Attorney

☐ Special Instructions:

FILED

MAY 08 2012

William A. Shaw
Prothonotary/Clerk of Courts

2cc A4ys:

DuBois
T. Cherry
oil

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

DENNIS G. DOKSA

VS.

RICHARD H. LEWIS, SR., and

SHIRLEY N. LEWIS

NO. 2007-1651-CD

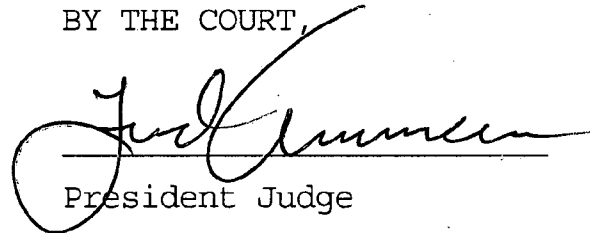
ORDER

NOW this 4th day of May, 2012, this being the date set for hearing on yet another Contempt Petition filed in regard to the parties' settlement as to the payment of taxes due the Internal Revenue Service for the years 2004, 2005 and 2006; with the Court having expressed complete frustration over the ongoing failure of the matter with the IRS to be settled pursuant to the parties' settlement entered in 2010, it is the ORDER of this Court that this hearing be and is here by rescheduled to Monday, July 30, at 1:30 p.m., Courtroom No. 1, Clearfield County Courthouse.

It is the Further Order of this Court that Jeffrey S. DuBois, Esquire, counsel for the Plaintiff, shall subpoena IRS Agent Sherry L. Ivanko, who shall appear to testify at the hearing and shall bring all Internal Revenue

Service documents necessary in order that the Court may be fully informed as to the federal tax status of the parties and whether counsel for the Defendants have settled with the IRS in regard to any taxes, penalties or other amounts due for the Plaintiff, Dennis G. Doksa, and Debra N. Doksa, now Debra N. Burton.

BY THE COURT,

A handwritten signature in cursive script, appearing to read "Jack Krummen", is written over a horizontal line. The signature is fluid and extends above and below the line.

President Judge

FILED

MAY 08 2012

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 5/8/12

____ 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

CIVIL DIVISION

DENNIS G. DOKSA,
Plaintiff

vs.

RICHARD H. LEWIS, SR. and
SHIRLEY N. LEWIS,
Defendants

: No. 2007 - 1651 C.D.
:
: Type of Case: CIVIL
:
: Type of Pleading: ANSWER TO PETITION
: TO ENFORCE SETTLEMENT
:
: Filed on Behalf of: RICHARD H. LEWIS, SR.,
: and SHIRLEY N. LEWIS, Defendants
:
: Counsel of Record for these Parties:
:
: TONI M. CHERRY, ESQ.
: Supreme Court No.: 30205
:
: GLEASON, CHERRY AND CHERRY, L.L.P.
: Attorneys at Law
: One North Franklin Street
: P. O. Box 505
: DuBois, PA 15801
: (814) 371-5800

FILED

JUL 30 2012

William A. Shaw
Prothonotary/Clerk of Courts

302
Atty Cherry

OK

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DENNIS G. DOKSA,
Plaintiff

vs.

RICHARD H. LEWIS, SR. and
SHIRLEY N. LEWIS,
Defendants

:
:
:
: No. 2007 - 1651 C.D.
:
:
:

ANSWER TO PETITION TO ENFORCE SETTLEMENT

AND NOW, come the Defendants, RICHARD H. LEWIS, SR., and SHIRLEY N. LEWIS, by and through their attorneys, GLEASON, CHERRY AND CHERRY, L.L.P., and answers the Petition to Enforce Settlement filed by the Plaintiff as follows:

1. ADMITTED.

2. ADMITTED.

3. DENIED as stated. By way of further answer, it is averred that the obligations undertaken by the Defendants under the terms of the settlement that is embodied in the Order of January 26, 2010, speak for themselves. By way of further answer, it is averred that Defendants assumed sole responsibility for payment of the federal taxes/Internal Revenue Service lien against DENNIS G. DOKSA resulting from the filing of the Amended Income Tax Returns with Deborah N. Doksa for the years of 2004, 2005 and 2006 in the approximate amount of \$150,000.00. It is also ADMITTED that Defendants agreed to hold DENNIS G. DOKSA harmless from any liability on the payment due thereon resulting solely from the imposition of additional taxes for the years of 2004, 2005 and 2006. It is further DENIED that

Defendants agreed to hold DENNIS G. DOKSA harmless on any tax liability he incurred as a result of the filing of Amended Pennsylvania Income Tax Returns for the years of 2004, 2005 and 2006. On the contrary, Defendants only agreed to assume responsibility for payment of the lien filed by the Pennsylvania Department of Revenue for unpaid taxes for the years of 2004, 2005 and 2006 which was in existence at the time of the Order.

4. DENIED as stated. Plaintiff has filed numerous petitions which resulted in arguments before Your Honorable Court but no hearing has even been necessary to force the Defendants to perform the duties they agreed to assume under the terms of the Order of January 26, 2010, and at every argument before Your Honorable Court Defendants were able to prove that they had either been diligently negotiating with the IRS or had actually resolved the matter with the Internal Revenue Service resulting in a Compromise and Settlement Agreement wherein the Internal Revenue Service agreed to accept an amount in satisfaction of the taxes which Defendants promptly paid.

5. DENIED as stated. On the contrary, Defendants have paid what they believe to be the full compromise and settlement amount demanded by the Internal Revenue Service. Defendants further believe and therefore aver that if additional payments are being demanded from Mr. Doksa, those demands arise out of his failure to keep his taxes for all subsequent years paid and his filing status current as required by the Internal Revenue Service. Defendants have never been provided with copies of Mr. Doksa's income tax returns nor have they ever been issued a Power of Attorney from Mr. Doksa that would permit them to contact the Internal Revenue Service to investigate the charges being made by Mr. Doksa to determine if, in fact, the same are correct and; consequently, strict proof of these accusations are required at trial.

6. DENIED as after reasonable investigation, Defendants are without sufficient knowledge to attest to the truth or falsity of the averments contained in Paragraph 6 and strict proof of same is required at trial. By way of further answer, Defendants aver that they have paid over \$118,278.00 to resolve Mr. Doksa's tax liability for the years of 2004, 2005 and 2006 and are of the belief that this money satisfied the obligation existing at the time that they settled the claim. If, in fact, additional taxes are now being imposed by the Internal Revenue Service against Mr. Doksa or additional collection action is being taken against him, Defendants believe and therefore aver that this action is being taken because of Mr. Doksa's actions for tax years after 2006 and strict proof of his status with the Internal Revenue Service for all years after 2006 is required in order to resolve this matter.

7. Defendants believe and therefore aver that they have paid taxes due on behalf of Mr. Doksa in fulfillment of their responsibilities and obligations under the terms of the January 26, 2010 Order.

8. DENIED as stated. Mr. Doksa settled his claims in the lawsuit in consideration for a monetary payment of \$100,000.00 from the Defendants payable in four yearly installments of \$25,000.00 each. Defendants have paid every single installment due to date and have only one more installment to pay but the same is not due until June 1, 2013. It is further DENIED that Defendants have not fulfilled their responsibility by paying over \$118,278.00 on the taxes owed by Mr. Doksa and believe that they have, in fact, satisfied any lien resulting from his nonpayment of taxes for the years of 2004, 2005 and 2006. By way of further answer, Defendants believe and therefore aver that if the Internal Revenue Service is demanding additional monies from Mr. Doksa after the Defendants resolved the IRS claim, it may be as a result of Plaintiff's failure to report all income he has received and to file income tax returns for

subsequent years as he is required to do and strict proof of his continuing compliance with Internal Revenue Service regulations is required before an assessment can be made if there are additional payments to be made by Defendants.

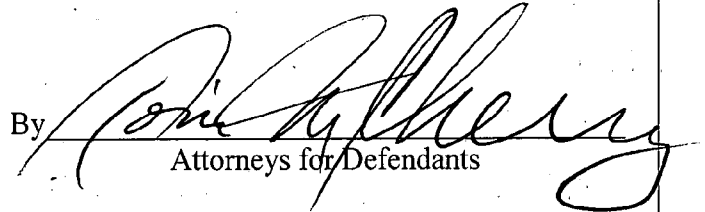
9. DENIED as stated. Defendants believe and therefore aver that they have complied with all requirements imposed upon them by the Order of January 26, 2010.

WHEREFORE, Defendants respectfully request Your Honorable Court to dismiss Plaintiff's Petition for Specific Performance.

Respectfully submitted,

GLEASON, CHERRY AND CHERRY, L.L.P.

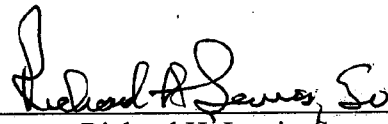
By

A handwritten signature in cursive script, likely belonging to an attorney, is written over a horizontal line.

Attorneys for Defendants

VERIFICATION

I, RICHARD H. LEWIS, SR., being one of the Defendants named above and being authorized to make this Verification on behalf of both Defendants, do verify that the information provided in the foregoing Answer is true and correct to the best of my knowledge, information and belief. I understand that false statements therein are made subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsification to authorities.


Richard H. Lewis, Sr.

DATED: July 30, 2012

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DENNIS G. DOKSA;

Plaintiff

vs.

No. 2007 - 1651 C.D.

RICHARD H. LEWIS, SR. and
SHIRLEY N. LEWIS,

Defendants

CERTIFICATE OF SERVICE

I hereby certify that on this 30th day of July, 2012, a true and correct copy of Defendants' Answer to Petition to Enforce Settlement was served upon JEFFREY S. DUBOIS, ESQ., counsel for Plaintiff, by hand-delivering the same to him at the Clearfield County Courthouse, Clearfield, Pennsylvania.

Respectfully submitted,

GLEASON, CHERRY AND CHERRY, L.L.P.

By


Attorneys for Defendants

Dated: July 30, 2012

Phys: T-Cherry
See Bo, 15
GK

NOW, this 30th day of July, 2012, the Court noting that in regard to the Plaintiff's Petition to Enforce Settlement that additional documentation continues to be required from the parties and that the Internal Revenue Service has failed to obey the subpoenas of this Court based upon the Federal Supremacy Clause; both parties having requested certain information from the other as to the settlement, it is the ORDER of this Court that counsel for both parties have no more than Seven (7) Days from this date in which to provide the Court with a proposed Order as to items that the Court should order the other party to provide. The proposed Order may be sent via email or fax, if counsel so desires.

The Court shall issue further Order rescheduling additional hearing.

BY THE COURT,

A handwritten signature in cursive script, appearing to read "Judge J. Crumman", written over a horizontal line.

President Judge

FILED

JUL 31 2012

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 7/31/12

____ You are responsible for serving all appropriate parties.

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

____ Plaintiff(s) X Plaintiff(s) Attorney ____ Other

____ Defendant(s) X Defendant(s) Attorney

____ Special Instructions:

CA

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

DENNIS G. DOKSA,
Plaintiff

vs.

RICHARD H. LEWIS, SR. and SHIRLEY N. LEWIS,
Defendants

* NO. 2007-1651-CD

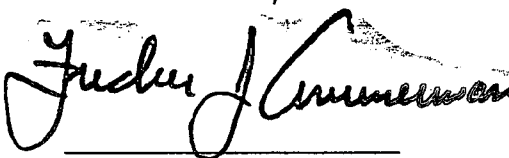
*
*
*
*

ORDER

NOW, this 30th day of July, 2012, this being the date set for contempt hearing relative the parties' settlement as to the payment of taxes due the Internal Revenue Service and the Court noting that additional time is needed for said hearing; it is the ORDER of this Court that an additional hearing be and is hereby scheduled for **October 12, 2012 at 1:30 p.m.** in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

One hour has been reserved for this proceeding.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

FILED

012:533N
JUL 31 2012

William A. Shaw
Prothonotary/Clerk of Courts

100 Atty's: DeBois
T. Cherry
6/1

FILED

JUL 31 2012

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 7/31/12

 You are responsible for serving all appropriate parties.

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

 Plaintiff(s) X Plaintiff(s)/Attorney Other

 Defendant(s) X Defendant(s)/Attorney

 Special Instructions:

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

DENNIS G. DOKSA,
Plaintiff

vs.

RICHARD H. LEWIS, SR. and SHIRLEY N. LEWIS,
Defendants

* NO. 2007-1651-CD
*
*
*
*
*

FILED 100A/ys:
013:3981 T. Cherry
AUG 14 2012 Subois

ORDER

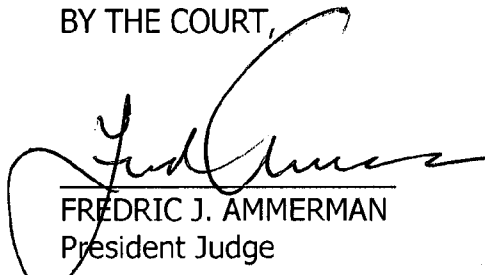
William A. Shaw
Prothonotary/Clerk of Courts

NOW, this 10th day of August, 2012, the Courts directs that Plaintiff provide the following documents and information to Defendants' counsel within thirty (30) days from the date hereof:

1. Copy of Plaintiff's Federal Income Tax Return filed for the year of 2007 showing the date of filing or certification that the same has not been filed;
2. Copy of Plaintiff's Federal Income Tax Return filed for the year of 2008 showing the date of filing or certification that the same has not been filed;
3. Copy of Plaintiff's Federal Income Tax Return filed for the year of 2009 showing the date of filing or certification that the same has not been filed;
4. Copy of Plaintiff's Federal Income Tax Return filed for the year of 2010 showing the date of filing or certification that the same has not been filed;
5. Copy of Plaintiff's Federal Income Tax Return filed for the year of 2011 showing the date of filing or certification that the same has not been filed;
6. Copies of all correspondence from the Internal Revenue Service attempting to collect income tax payments from Plaintiff for the years of 2004, 2005 and 2006;

7. Copies of letter from the Internal Revenue Service addressed to Plaintiff concerning Plaintiff's unpaid taxes for all years subsequent to 2006 if the same exist;
8. Copy of Pennsylvania State Income Tax Returns filed by Plaintiff for all years after 2007 showing the date when the same were filed or verification that no such returns were filed by Plaintiff; and
9. Defendant shall provide to Plaintiff, within no more than thirty (30) days signed copies of the offer and compromise that was entered into with the Internal Revenue Service and a copy of any document(s) from the IRS accepting the offer and compromise.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

FILED

AUG 14 2012

William A. Shaw
Extraditionary/Clerk of Courts

DATE: 8/14/12

____ You are responsible for serving all appropriate parties.

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

____ Plaintiff(s) ☒ Plaintiff(s) Attorney ____ Other

____ Defendant(s) ☒ Defendant(s) Attorney

____ Special Instructions:

CA

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

DENNIS G. DOKSA,
Plaintiff

vs.

RICHARD H. LEWIS, SR. and SHIRLEY N. LEWIS,
Defendants

* NO. 2007-1651-CD
*
*
*
*
* 4

FILED 2cc
OCT 28 2012
OCT 16 2012

4 wks: T. Cherry
Subs

ORDER

William A. Shaw
Prothonotary/Clerk of Courts

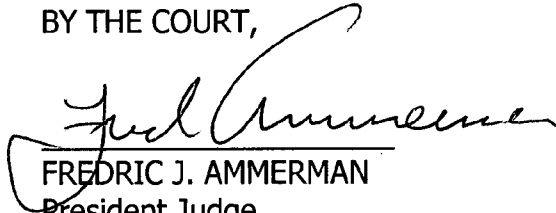
CK

NOW, this 15th day of October, 2012, pursuant to paragraphs 2 and 3 of this Court's Order of January 26, 2010; it is the ORDER of this Court as follows:

1. Defendants shall have no more than 125 days from this date in which to obtain written documentation from the Pennsylvania Department of Revenue and the Internal Revenue Service to prove that Defendants have fully complied with the Court's Order of October 12, 2012.
2. Defendants shall prepare a Power of Attorney (POA) in a form acceptable to the IRS in Plaintiff's name. Upon receipt, Plaintiff shall execute and acknowledge the POA and provide the original to counsel for the Defendant within no more than 10 days.
3. The Court Administrator shall schedule a telephone status conference among the Court and counsel on a monthly basis, starting with the month of December, 2012, estimated time of which is 15 minutes. Plaintiff's counsel shall initiate all telephone conference calls.
4. In the event Defendants do not comply with paragraph 1 above in a timely fashion, the Court will enter Judgment against them and in favor of the Plaintiff in the amount of \$150,000.00. No execution proceedings shall be commenced by the Plaintiff on this judgment unless proof is shown that the Department of Revenue and/or the IRS have started collections proceedings against the Plaintiff for the tax years in question.

5. Both parties shall reasonably cooperate in attempting to resolve the remaining issues with the Pennsylvania Department of Revenue and IRS.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

FILED

OCT 16 2012

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 10/16/12

 You are responsible for serving all appropriate parties.

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

 Plaintiff(s) X Plaintiff(s) Attorney Other

 Defendant(s) X Defendant(s) Attorney

 Special Instructions:

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

DENNIS G. DOKSA
Plaintiff,
vs.
RICHARD H. LEWIS, SR and
SHIRLEY N. LEWIS
Defendants

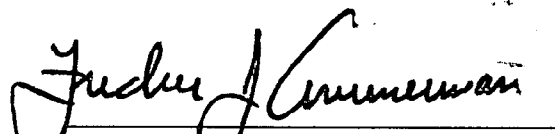
NO. 2007-1651-C.D.

ORDER

AND NOW, this 17th day of October, 2012, pursuant to paragraph 3 of this Court's Order dated October 15, 2012, in the above captioned case, it is the ORDER of this court that a telephone status conference among the Court and counsel will be scheduled on a monthly basis, starting with the month of December, 2012. The following telephone conferences shall be and are hereby scheduled for: Thursday, December 21, 2012, at 9:00 AM; Monday, January 21, 2013 at 9:00 AM; and Wednesday, February 13, 2013, at 1:30 PM in Judge's chambers of the Clearfield County Courthouse, Clearfield, Pennsylvania.

Plaintiff's counsel shall initiate all telephone conference calls.

BY THE COURT:


FREDRICK J. AMMERMAN
PRESIDENT JUDGE

FILED

079:5761
OCT 18 2012

William A. Shaw
Prothonotary/Clerk of Courts

icc
DAYS: DuBois
T. Cherry

OK

FILED

OCT 18 2012

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 10/18/12

____ You are responsible for serving all appropriate parties.

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

____ Plaintiff(s) X Plaintiff(s) Attorney ____ Other

____ Defendant(s) X Defendant(s) Attorney

____ Special Instructions:

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

DENNIS G. DOKSA,
Plaintiff

vs.

RICHARD H. LEWIS, SR. and SHIRLEY N. LEWIS,
Defendants

NO. 2007-1651-CD

FILED

OCT 23 2012

William A. Shaw
Notary Public/Clerk of Courts
Clearfield County, PA

AMENDED ORDER

NOW, this 23rd day of October, 2012, it is the ORDER of this Court that this Court's Order of October 15, 2012 be and is hereby AMENDED to read as follows:

ORDER

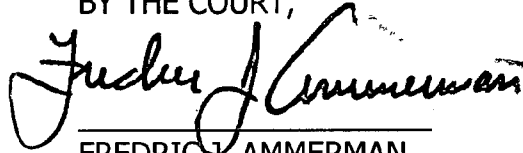
NOW, this 15th day of October, 2012, pursuant to paragraphs 2 and 3 of this Court's Order of January 26, 2010; it is the ORDER of this Court as follows:

1. Defendants shall have no more than 125 days from this date in which to obtain written documentation from the Pennsylvania Department of Revenue and the Internal Revenue Service to prove that Defendants have fully complied with the Court's Order of **January 26, 2010**.
2. Defendants shall prepare a Power of Attorney (POA) in a form acceptable to the IRS in Plaintiff's name. Upon receipt, Plaintiff shall execute and acknowledge the POA and provide the original to counsel for the Defendant within no more than 10 days.
3. The Court Administrator shall schedule a telephone status conference among the Court and counsel on a monthly basis, starting with the month of December, 2012, estimated time of which is 15 minutes. Plaintiff's counsel shall initiate all telephone conference calls.
4. In the event Defendants do not comply with paragraph 1 above in a timely fashion, the Court will enter Judgment against them and in favor of the Plaintiff in the amount of \$150,000.00. No execution proceedings shall be commenced by

the Plaintiff on this judgment unless proof is shown that the Department of Revenue and/or the IRS have started collections proceedings against the Plaintiff for the tax years in question.

5. Both parties shall reasonably cooperate in attempting to resolve the remaining issues with the Pennsylvania Department of Revenue and IRS.

BY THE COURT,

A handwritten signature in black ink, appearing to read "Fredric J. Ammerman", written over a horizontal line.

FREDRIC J. AMMERMAN
President Judge

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

FILED

4 OCT 23 2012
0/12:00/

William A. Shaw
Prothonotary/Clerk of Courts

NO. 2007-1651-C.D.

DuBois
+
Cuenca

DENNIS G. DOKSA
Plaintiff,

vs.

RICHARD H. LEWIS, SR and
SHIRLEY N. LEWIS
Defendants

AMENDED ORDER

AND NOW, this 23rd day of October, 2012, it is the ORDER of the Court that this Court's Order of October 17, 2012, shall be and is hereby AMENDED to read as follows:

ORDER

AND NOW, this 17th day of October, 2012, pursuant to paragraph 3 of this Court's Order dated October 15, 2012, in the above captioned case, it is the ORDER of this court that a telephone status conference among the Court and counsel will be scheduled on a monthly basis, starting with the month of December, 2012. The following telephone conferences shall be and are hereby scheduled for: Friday, December 21, 2012, at 9:00 AM; Monday, January 21, 2013 at 9:00 AM; and Wednesday, February 13, 2013, at 1:30 PM in Judge's chambers of the Clearfield County Courthouse, Clearfield, Pennsylvania.

Plaintiff's counsel shall initiate all telephone conference calls.

BY THE COURT:



FREDERIC J. AMMERMAN
PRESIDENT JUDGE

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

DENNIS G. DOKSA
Plaintiff

vs.

RICHARD H. LEWIS, SR. and
SHIRLEY N. LEWIS
Defendants

NO. 2007-1651-CD

ORDER

AND NOW, this 5th day of November, 2012, due to a scheduling conflict, it is the Order of this Court that the telephone Status Conference in the above captioned case, previously scheduled for December 21, 2012, shall be and is hereby **re-scheduled to Monday, December 10, 2012, at 1:30 PM** in Judge Ammerman's chambers, Clearfield County Courthouse, Clearfield, Pennsylvania.

All other provisions of this Court's order of October 17, 2012, remain unchanged.

FILED
01:48:01
NOV 06 2012
William A. Shaw
Prothonotary/Clerk of Courts
1cc Arty.
DeBois
T. Cherry
Cell

BY THE COURT:



FREDRIC J. AMMERMAN
PRESIDENT JUDGE

FILED

NOV 06 2012

**William A. Shaw
Prothonotary/Clerk of Courts**

DATE: 11/6/12

____ You are responsible for serving all appropriate parties.

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

____ Plaintiff(s) X Plaintiff(s) Attorney ____ Other

____ Defendant(s) X Defendant(s) Attorney

____ Special Instructions:

CA

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

DENNIS G. DOKSA
Plaintiff,

vs.

RICHARD H. LEWIS, SR and
SHIRLEY N. LEWIS
Defendants

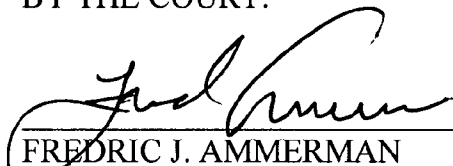
NO. 2007-1651-C.D.

ORDER

AND NOW, this 15th day of February, 2013, following status conference on February 13, 2013 among the Court and counsel for the parties, it is the Order of this Court that three (3) additional telephone conferences shall be and are hereby scheduled for: **Monday, March 25, 2013 at 11:30 AM; Friday, May 10, 2013, at 1:45 PM; and Wednesday, June 19, 2013 at 1:45 PM** in Judge's chambers of the Clearfield County Courthouse, Clearfield, Pennsylvania.

Plaintiff's counsel shall initiate all telephone conference calls.

BY THE COURT:


FREDRIC J. AMMERMAN
PRESIDENT JUDGE

FILED

FEB 15 2013

William A. Shaw
Prothonotary/Clerk of Courts

sent to
NATHAN DUBOIS
T. CHEN.

CA

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

DENNIS G. DOKSA

Plaintiff,

vs.

RICHARD H. LEWIS, SR., and
SHIRLEY N. LEWIS

Defendants,

NO. 2007-1651-CD

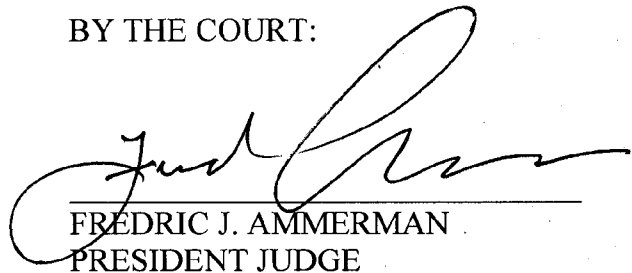
FILED 2cc Attys:
07/8:30am Du Bois
MAY 07 2013 T. Cherry
William A. Shaw
Prothonotary/Clerk of Courts

ORDER

AND NOW, this 6 day of May, 2013, due to a scheduling conflict, it is the Order of this Court that the Telephone Status Conference in the above captioned case, previously scheduled for June 19, 2013, shall be and is hereby **re-scheduled to Thursday, June 27, 2013, at 11:45 o'clock A.M.** Judge Ammerman's Chambers.

Fifteen minutes have been reserved for this tele-conference.

BY THE COURT:


FREDRIC J. AMMERMAN
PRESIDENT JUDGE

CA

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

DENNIS G. DOKSA,
Plaintiff

vs.

RICHARD H. LEWIS, SR. and SHIRLEY N. LEWIS,
Defendants

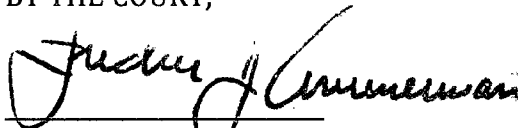
* NO. 2007-1651-CD
*
*
*
*
*

ORDER

NOW, this 14th day of January, 2014, it is the ORDER of this Court that a hearing on the Plaintiff's Petition to Enforce Settlement be and is hereby scheduled for the **19th day of February, 2014 at 10:00 a.m.** in Courtroom No. 1, Clearfield County Courthouse, Clearfield, Pennsylvania.

Ninety minutes has been reserved for this hearing.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

^S
FILED

01/11/14
JAN 21 2014

BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS

2CC Atty's:
Du Bois
T. Cherry

DATE: _____

____ 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**

CA

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

DENNIS G. DOKSA,
Plaintiff

vs.

RICHARD H. LEWIS, SR. and SHIRLEY N. LEWIS,
Defendants

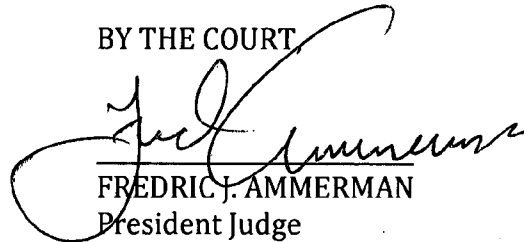
* NO. 2007-1651-CD
*
*
*
*
*

ORDER

NOW, this 18th day of February, 2014, upon request by counsel for the Plaintiff for a continuance of the hearing scheduled for February 19, 2014; it is the ORDER of this Court that said request is GRANTED and the hearing is **rescheduled** to **June 5, 2014 at 9:00 a.m.** in Courtroom No. 1, Clearfield County Courthouse, Clearfield, Pennsylvania.

Ninety minutes has been reserved for this hearing.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

S
FILED
01/21/2014
FEB 21 2014

ICC AHs:
DuBois
T. Cherry
62

BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS

DATE: 2-21-2014

☐ Known 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

FEB 21 2014

BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS

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

DENNIS G. DOKSA,
Plaintiff

vs.

RICHARD H. LEWIS, SR., and
SHIRLEY N. LEWIS,
Defendants

: No. 2007 - 1651 C.D.
:
: Type of Case: CIVIL
:
: Type of Pleading: MOTION FOR
: CONTINUANCE
:
: Filed on Behalf of: RICHARD H. LEWIS, SR.,
: and SHIRLEY N. LEWIS, Defendants
:
: Counsel of Record for these Parties:
:
: TONI M. CHERRY, ESQ.
: Supreme Court No.: 30205
:
: GLEASON, CHERRY AND CHERRY, L.L.P.
: Attorneys at Law
: P. O. Box 505
: One North Franklin Street
: DuBois, PA 15801
:
: (814) 371-5800

FILED 2cc AH
m 11:51 am T. Cherry
MAR 24 2014
S
OK

BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS

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

DENNIS G. DOKSA,
Plaintiff

vs.

RICHARD H. LEWIS, SR., and
SHIRLEY N. LEWIS,
Defendants

:
:
:
: No. 2007 - 1651 C.D.
:
:
:

MOTION FOR CONTINUANCE

TO THE HONORABLE FREDERIC J. AMMERMAN, PRESIDENT JUDGE OF SAID
COURT:

AND NOW, comes the undersigned, counsel for Defendants, RICHARD H. LEWIS,
SR., and SHIRLEY N. LEWIS, and moves Your Honorable Court to continue the hearing
scheduled in the above-captioned matter and, in support of which, avers the following:

1. That the undersigned is counsel of record for the Defendants, RICHARD H. LEWIS,
SR., and SHIRLEY N. LEWIS, in the above-captioned matter.

2. That as a result of a Motion for Continuance being filed on behalf of the Plaintiff, an
Order was entered by Your Honorable Court rescheduling the hearing in the above-captioned
matter to June 5, 2014, at 9:00 a.m. in Courtroom No. 1 of the Clearfield County Courthouse,
Clearfield, Pennsylvania.

3. That the undersigned has a conflict on that date as she is scheduled to appear before
the Divorce Master of Jefferson County, Pennsylvania, for a one-day Master's Hearing that has

been scheduled for quite some time and will not be able to attend a hearing on behalf of the Defendants in the above-captioned matter on that date.

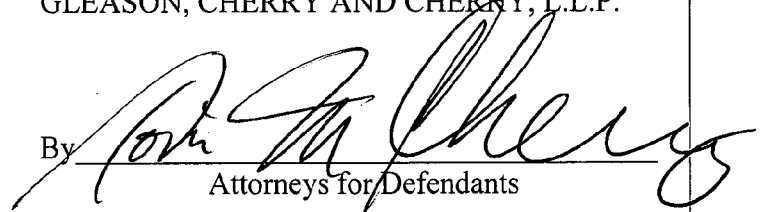
4. That the undersigned's office has contacted counsel for Plaintiff's office and has been advised that he has no objection to the granting of a continuance in this matter.

WHEREFORE, the undersigned respectfully requests Your Honorable Court to continue the hearing to a date and time convenient for the Court and all parties.

Respectfully submitted,

GLEASON, CHERRY AND CHERRY, L.L.P.

By

A handwritten signature in cursive script, appearing to read "Ron M. Cherry", is written over a horizontal line.

Attorneys for Defendants

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DENNIS G. DOKSA,
Plaintiff

vs.

RICHARD H. LEWIS, SR., and,
SHIRLEY N. LEWIS,
Defendants

:
:
:
: No. 2007 - 1651 C.D.
:
:
:

CERTIFICATE OF SERVICE

I hereby certify that on this 21st day of March, 2014, a true and correct copy of Defendants' Motion for Continuance was served upon JEFFREY S. DUBOIS, ESQ., counsel for Plaintiff, by mailing the same to him by United States First Class Mail, Postage Prepaid, by depositing the same in the United States Post Office at DuBois, Pennsylvania, addressed as follows:

JEFFREY S. DUBOIS, ESQ.
Attorney at Law
210 McCracken Run Road
DuBois, PA 15801

GLEASON, CHERRY AND CHERRY, L.L.P.

By


Attorneys for Defendants

Dated: March 21, 2014

CA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DENNIS G. DOKSA,
Plaintiff

vs.

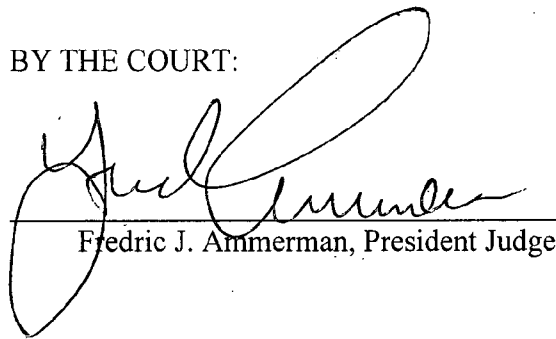
No. 2007 - 1651 C.D.

RICHARD H. LEWIS, SR., and,
SHIRLEY N. LEWIS,
Defendants

ORDER

AND NOW, this 25th day of March, 2014, in consideration of the Motion for Continuance filed on behalf of Defendants and the averments contained therein, said Motion is hereby GRANTED. The hearing shall be continued to the 10th day of June, 2014, at 9:00 o'clock a.m. in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania. Ninety (90) minutes has been reserved for this hearing.

BY THE COURT:


Fredric J. Ammerman, President Judge

^S
FILED

MAR 26 2014

BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS

0/1247am /BKS

2cc Atty

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DENNIS G. DOKSA,
Plaintiff

vs.

RICHARD H. LEWIS, SR., and
SHIRLEY N. LEWIS,
Defendants

: No. 2007 - 1651 C.D.
:
: Type of Case: CIVIL
:
: Type of Pleading: MOTION TO DISMISS
: PLAINTIFF'S PETITIONS TO ENFORCE
: SETTLEMENT AND PETITIONS TO
: HOLD DEFENDANTS IN CONTEMPT
:
: Filed on Behalf of: RICHARD H. LEWIS, SR.,
: and SHIRLEY N. LEWIS, Defendants
:
: Counsel of Record for these Parties:
:
: TONI M. CHERRY, ESQ.
: Supreme Court No.: 30205
:
: GLEASON, CHERRY AND CHERRY, L.L.P.
: Attorneys at Law
: P. O. Box 505
: One North Franklin Street
: DuBois, PA 15801
:
: (814) 371-5800

FILED

08:50 a.m. GK

JUN 10 2014

BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS

5 CC Atty.
T. Cherry
GK

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DENNIS G. DOKSA,
Plaintiff

vs.

RICHARD H. LEWIS, SR., and
SHIRLEY N. LEWIS,
Defendants

:
:
:
: No. 2007 - 1651 C.D.
:
:
:
:

MOTION TO DISMISS PLAINTIFF'S PETITIONS
TO ENFORCE SETTLEMENT AND PETITIONS TO
HOLD DEFENDANTS IN CONTEMPT

TO THE HONORABLE FREDERIC J. AMMERMAN, PRESIDENT JUDGE OF SAID
COURT:

AND NOW, come the Defendants, RICHARD H. LEWIS, SR., and SHIRLEY N.
LEWIS, by and through their attorneys, GLEASON, CHERRY AND CHERRY, L.L.P., and
move Your Honorable Court to dismiss the Petitions to Enforce Settlement and to Hold
Defendants in Contempt filed by Plaintiff and, in support of which, aver the following:

1. That on January 26, 2010, the parties reached a full and complete resolution of the
issues raised in the lawsuit filed by the Plaintiff whereby Defendants would pay Plaintiff the
sum of \$100,000.00 in four equal yearly installments of \$25,000.00 each; would assume sole
responsibility for the payment of the federal taxes assessed against DENNIS G. DOKSA as a
result of the filing of an Amended U.S. Individual Tax Return for each of the years of 2004,
2005 and 2006 with Deborah N. Doksa in the approximate amount of \$150,000.00 and that
Defendants also agree to be responsible for payment of the excess taxes owed to the

Pennsylvania Department of Revenue arising out of the filing of the Amended Pennsylvania Income Tax Returns for 2004, 2005 and 2006. A true and correct copy of the Order of January 26, 2010, is attached hereto and made a part hereof as Exhibit "A".

2. That contemporaneously with the resolution of the instant action, Plaintiff, DENNIS G. DOKSA, resolved his divorce action against the daughter of the parties, Deborah N. Doksa, now known as Deborah N. Burton, whereby he received virtually all of the marital property of the parties. A true and correct copy of the Order in the companion divorce action entered by the Court on January 26, 2010, is attached hereto and made a part hereof as Exhibit "B".

3. That at the time of the resolution as evidenced by the terms of the Order attached hereto as Exhibit "A", the total amount of federal taxes that the Defendants agreed to pay for the years of 2004, 2005 and 2006 was \$150,000.00.

4. That in furtherance of their obligation to pay said taxes, Defendants did cause their daughter, Deborah N. Doksa, now known as Deborah N. Burton, to prepare and present an Offer in Compromise to the Internal Revenue Service because Defendants were not parties to the filing of the Amended Income Tax Returns and the said Deborah N. Burton did fully comply with the Court's Order and her obligation to pay the taxes owed for the years of 2004, 2005 and 2006.

5. That as a result of the Offer in Compromise made by the said Deborah N. Burton and accepted by the Department of the Treasury, Internal Revenue Service, the \$150,000.00 tax obligation for the years of 2004, 2005 and 2006 was reduced to \$118,878.00. A true and correct copy of the letter accepting the offer is attached hereto and made a part hereof as Exhibit "C".

6. That Defendants and their daughter did cause the full amount of \$118,878.00 to be paid as evidenced by the copies of checks made payable to the Internal Revenue Service attached hereto and made a part hereof as Exhibit "D".

7. That by October of 2011, the obligation of both Plaintiff and the daughter of the Defendants was resolved provided that Plaintiff and the daughter of Defendants would continue to be current with all filings due to the Internal Revenue Service as evidenced by the letter issued by the Internal Revenue Service attached hereto and made a part hereof as Exhibit "E".

8. That Plaintiff wholly failed to comply with the requirement to file his tax returns currently and, as a result, the Internal Revenue Service commenced collection against Plaintiff for the additional monies owed to the Internal Revenue Service.

9. That as a result of a Petition to Enforce Settlement and a Petition to Hold Defendants in Contempt, the Court directed that Plaintiff execute a Power of Attorney Form 2848 to allow Defendants' counsel to negotiate a resolution on behalf of the Plaintiff with the Internal Revenue Service.

10. That in furtherance of the Court's directive, Defendant's counsel did forward Form 2848 to the Plaintiff, through his counsel, on July 27, 2012, as evidenced by a copy of same attached hereto as Exhibit "F".

11. That while the Plaintiff executed an IRS Form 2848, he wholly failed to complete the other documents necessary for the presentation of an Offer in Compromise when they were delivered to him in May of 2013 as evidenced by the letter of May 10, 2013, which is attached hereto and made a part hereof as Exhibit "G".

12. That despite further directives by the Court and Plaintiff's assurances to the Court that he was cooperating with the Defendants, the Plaintiff wholly failed and/or refused to complete the documents provided by Defendants and continued to advise both the Court and Defendants that no additional Offer in Compromise would be accepted by the Internal Revenue Service.

13. That despite being ordered by the Court to do so, Plaintiff refused to disclose his financial information to the Defendants' counsel so that she could prepare and present an Offer in Compromise as evidenced by correspondence attached hereto as Exhibit "H".

14. That when Plaintiff refused to provide the information, Defendants' counsel suggested that he present his offer directly but he continued to refuse to do so, claiming that no second Offer in Compromise could be submitted.

15. That in February of 2014, Defendants provided Plaintiff with evidence from Mr. Kennedy, the individual with the Internal Revenue Service who was in charge of processing the Offers in Compromise that a second Offer of Compromise would be accepted if the Plaintiff would just complete the forms. A true and correct copy of the correspondence from the Internal Revenue Service sent to Plaintiff along with the letter from Defendant's counsel on February 18, 2014, is attached hereto and made a part hereof as Exhibit "I".

16. That not only has the Plaintiff refused to complete all documents requested of him by Defendants so that they could present his offer and negotiate with the Internal Revenue Service but he has also wholly failed and/or refused to complete the Offer in Compromise on his own and submit it to the Internal Revenue Service despite having assured the Court at the

last status conference that he would do so and as a result, there is currently no Offer in Compromise filed with the Internal Revenue Service and the matter cannot be resolved.

17. That because of Plaintiff's refusal to complete the required documents for the presentation of an Offer in Compromise, his tax obligations continue to mount and the matter cannot be resolved for the amount of money that the Defendants agreed to pay and this is the sole fault of the Plaintiff.

18. That Defendants have complied with all aspects of the Order of January 26, 2010, that was within their power to do and any continuing IRS obligation owed by the Plaintiff is solely the fault of Plaintiff's refusal to execute the forms that were provided to him and to follow the instructions given to him by Defendants years ago.

19. That Plaintiff's current issues with the Internal Revenue Service are not the fault of the Defendants but are solely the fault of the Plaintiff in that he refused to timely file his Income Tax Returns and pay his taxes due for the tax years after 2006 in addition to his refusal to complete a second Offer in Compromise so that his outstanding obligations for the years of 2004 through 2006 could be resolved.

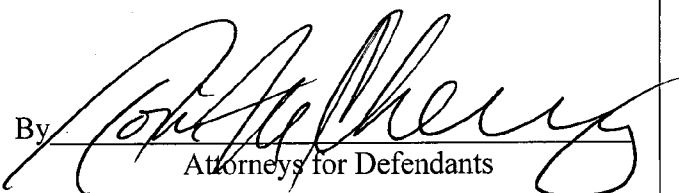
20. That Plaintiff should not be able to continue to hold Defendants hostage when his current problems with the Internal Revenue Service are solely his fault.

WHEREFORE, the undersigned respectfully requests Your Honorable Court to dismiss Plaintiff's Petitions with prejudice and to declare Defendants' obligations under the Order of

January 26, 2010, fully performed by them.

Respectfully submitted,

GLEASON, CHERRY AND CHERRY, L.L.P.

By 
Attorneys for Defendants

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

DENNIS G. DOKSA

VS.

RICHARD H. LEWIS and

SHIRLEY N. LEWIS

)
)
) NO. 07-1651-CD
)
)
)
)
)

O R D E R

AND NOW this 26th day of January, 2010, this being the date scheduled for hearing in the above-captioned case; and the parties having reached a full and complete resolution of all matters raised in the pleadings without the need for litigation before the court and desiring that their agreement be entered as an Order of Court, it is hereby ORDERED AND DECREED:

1. Richard H. Lewis and Shirley N. Lewis shall pay to Dennis G. Doksa the sum of One Hundred Thousand (\$100,000) Dollars, payable in four (4) equal yearly payments of Twenty-five Thousand (\$25,000) Dollars each. The first payment is due no later than the 1st day of June, 2010, with the three (3) remaining payments being due and payable no later than the 1st day of June for the next three (3)

EXHIBIT "A"

succeeding years thereafter.

2. Richard H. Lewis and Shirley N. Lewis shall assume sole responsibility for payment of the federal taxes/Internal Revenue Service lien against Dennis G. Doksa, resulting from or arising out of the filing of Amended U.S. Individual Income Tax Returns with Deborah N. Doksa for the years of 2004, 2005 and 2006, in the approximate amount of One Hundred Fifty Thousand (\$150,000) Dollars, and will hold Dennis G. Doksa harmless from any liability for payment thereon.

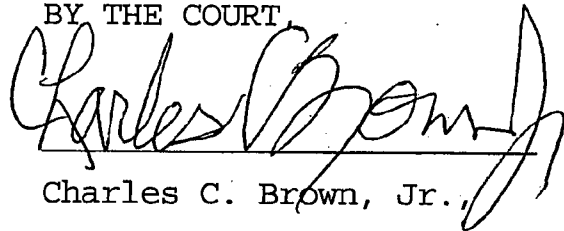
3. Richard H. Lewis and Shirley N. Lewis shall assume sole responsibility for payment of the lien filed for state taxes by the Pennsylvania Department of Revenue against Dennis G. Doksa arising out of Amended Pennsylvania Income Tax Returns filed on behalf of Dennis G. Doksa for the years of 2004, 2005 and 2006.

4. Dennis G. Doksa hereby waives any and all claims he may have, either now, in the past, or at any time in the future, in the business known as Debi's Dairy Queen, or in any of the real estate upon which said Dairy Queen is located, or in any other property owned by Richard H. Lewis and Shirley N. Lewis, and he will cause the action filed by him to the above-captioned term and number to be marked settled, discontinued and ended, with prejudice, immediately upon issuance of this Order.

5. Richard H. Lewis and Shirley N. Lewis hereby waive the counterclaim raised by them in this case against Dennis G. Doksa, and will cause their counterclaim to be marked settled, discontinued and ended, with prejudice, immediately upon issuance of this Order.

6. Each party will be solely responsible for his/her own court costs and his/her own attorney's fees.

BY THE COURT



Charles C. Brown, Jr.,


Senior Judge

Specially Presiding

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

JAN 28 2010

Attest,




Prothonotary/
Clerk of Courts

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

JAN 28 2010

Attest.

William J.
Prothonotary
Clerk of Court

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

DEBORAH N. DOKSA

VS.

DENNIS G. DOKSA

NO. 07-1131-CD

O R D E R

AND NOW this 26th day of January, 2010, the parties to this divorce action having reached an agreement resolving all economic claims raised by either of them in the pleadings filed to the above-captioned term and number and desiring that their agreement be and entered as an Order of Court, it is hereby ORDERED AND DECREED:

1. Deborah N. Doksa shall execute a deed conveying all of her right, title and interest in the real estate described as a barn located on approximately one hundred fifty (150) acres in Brady Township, Clearfield County, Pennsylvania, to Dennis G. Doksa. It is the distinct

EXHIBIT "B"

understanding of the parties that all of the property referred to by both of them as the "farm" shall become the sole possession of Dennis G. Doksa, to which Deborah N. Doksa will make no further claim.

2. Dennis G. Doksa shall become sole owner of all of the household goods, furnishings and farm equipment located in, on or upon said premises, to which Deborah N. Doksa shall make no claim.

3. Dennis G. Doksa shall become sole owner of the 2001 Dodge truck titled in his name alone, valued at approximately Fifteen Thousand (\$15,000) Dollars.

4. Dennis G. Doksa shall become the sole owner of the increase in value during the marriage of his nonmarital property consisting of an apartment building located in Falls Creek, to which Deborah N. Doksa will make no claim.

5. Deborah N. Doksa shall become the sole owner of all household goods, furnishings and equipment presently in her possession free and clear of any claim for any distribution thereof from Dennis G. Doksa.

6. Deborah N. Doksa shall become the sole owner of the vehicle titled in her name at time of separation, or the net proceeds from the trade-in of that vehicle for the current Ford Expedition that she possesses.

7. Each party will become the sole owner of

any and all retirement/IRA accounts in his/her individual name, to which the other will make no claim.

8. Each party will become sole owner of any bank accounts or other investment accounts titled in the name of that party, or in the sole possession of that party, to which the other party will make no claim.

9. Should it be necessary for either party to execute any documents to transfer sole ownership into the name of the person having physical possession of a particular asset, that party will immediately execute whatever documents are necessary upon being requested to do so.

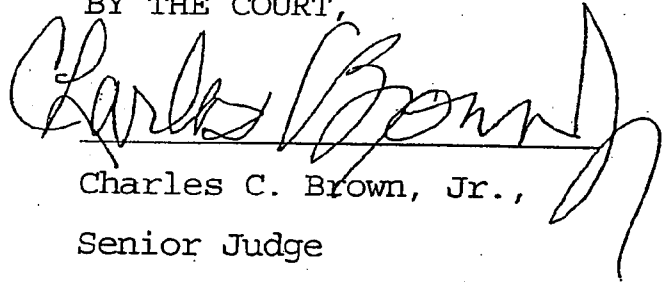
10. Each party waives any claim to alimony pendente lite or permanent alimony against the other.

11. Each party shall be solely responsible for the payment of any and all counsel fees or costs incurred by that individual party in the litigation of this divorce action, and waives any claim for reimbursement or contribution from the other toward the payment of those fees or costs.

12. The parties acknowledge they have been separated for well over two (2) years and their marriage is irretrievably broken, and will execute whatever documents are necessary to proceed immediately to praecipe for the transmitting of the record so that a final divorce decree can be issued.

13. The said Deborah N. Doksa is one and the same person as Deborah N. Burton.

BY THE COURT,

A handwritten signature in cursive script, appearing to read "Charles C. Brown, Jr.", written over a horizontal line.

Charles C. Brown, Jr.,

Senior Judge

Specially Presiding

Department of the Treasury

INTERNAL REVENUE SERVICE
OIC
PO BOX 24015
FRESNO, CA 93779-4015

Date of this Letter: NOV 02 2011

Person to Contact:
Mrs. McBride
Employee #:0178441
Phone#:(631)687-1547 EXT.

Taxpayer ID#:161-46-0625
Offer Number:1000866249

DEBORAH N BURTON
2933 BLINKER PKWY
DU BOIS, PA 15801-5321

Dear Deborah N. Burton,

We received a letter from your representative dated 10/17/2011 indicating the payment of \$94,502.00 was the final payment for your Offer in Compromise. The terms of your Offer in Compromise were : \$118,878.00 to be paid as follows; \$23,776.00 with the amended Form 656 and the balance of \$95,102.00 within 90 days of acceptance.

As of today, your offer balance is \$600.00 which was due on 10/10/2011. We are attaching a statement of your account.

If you write, please include your telephone number, the hours we can reach you, and a copy of this letter. Keep a copy of this letter for your records. We've enclosed an envelope for your convenience.

If you have any questions, please contact the person whose name and telephone number are shown in the upper right hand corner of this letter.

Sincerely,



MRS. MCBRIDE
TAX EXAMINING TECHNICIAN

Enclosure:Envelope
cc:POA

SB Letter 2908(SC/CG) (1-2000)

EXHIBIT "C"

Journal Payment Listing
Offer Number: 1000866249
Run Date: Wed Nov 02, 2011

Offer Amount: 118,878.00
Pre-Accepted Amount: - 23,776.00
Accrd Amount: + 0.00
Amts Received: - 94,502.00
Offer Balance: = 600.00

Acceptance Date: 07/12/2011

Payments Received/Reversed:

Action Number	Action Date	IRS Rcvd Date	Amount	Pymt Code	Check Number
1	10/27/2011	10/19/2011	94,502.00	0	IDRS

DEBORAH N. BURTON
2933 BLINKER PKY.
DUBOIS, PA 15801-5321

60-685 21
433
3001529753

1372

DATE August 11, 2010

PAY TO THE ORDER OF Department of the Treasury - IRS

\$ 10,000.00

Ten Thousand and 00/100-----DOLLARS

ST Bank MEMBER FDIC
1-800-325-BANK
www.stbank.com

MEMO SSN: 161-46-0625

043306855: 3001529753 1372

America's Choice Account
Deborah Burton MP

DEBORAH N. BURTON
2933 BLINKER PKY.
DUBOIS, PA 15801-5321

60-685 21
433

1473

DATE June 14, 2011

PAY TO THE ORDER OF Department of the Treasury

\$ 13,776.00

Thirteen thousand seven hundred seventy six and 00/100 DOLLARS

ST Bank 800.325.BANK
stbank.com
MEMBER FDIC

MEMO

043306855: 3001529753 1473

America's Choice Account
Deborah N. Burton MP

offer # 1000866249

DEBORAH N. BURTON
2933 BLINKER PKY.
DUBOIS, PA 15801-5321

60-685 21
433

1559

DATE Oct 17, 2011

PAY TO THE ORDER OF Department of the Treasury

\$ 94502.00

Ninety four thousand five hundred two and 00/100 DOLLARS

ST Bank 800.325.BANK
stbank.com
MEMBER FDIC

MEMO offer # 1000866249
BALANCE DUE

043306855: 3001529753 1559

America's Choice Account
Deborah Burton MP

EXHIBIT "D"

Department of the Treasury

INTERNAL REVENUE SERVICE
2888 WOODCOCK BLVD
STOP 313-D
ATLANTA, GA 30341

Date of this Letter: JUL 12 2011

Person to Contact:
P. Schiavo
Employee #: 0096012
Phone#: (631) 447-4018 EXT.
08:00am-08:00pm Mon-Fri

Taxpayer ID#: 161-46-0625
Offer Number: 1000866249

DEBORAH N BURTON
2933 BLINKER PKWY
DU BOIS, PA 15801-5321-33

Dear Deborah N. Burton,

We have accepted your offer in compromise signed and dated by you on 06/06/2011. The date of acceptance is the date of this letter and our acceptance is subject to the terms and conditions on the enclosed Form 656, Offer in Compromise.

We have applied a total of \$10,000.00 as payments toward your accepted offered amount. The last payment received was for \$10,000.00 received on 09/02/2010.

Please note that the conditions of the offer require you to file and pay all required taxes for five tax years or the period of time payments are being made on the offer, whichever is longer. This will begin on the date shown in the upper right hand corner of this letter.

Additionally, please remember that the conditions of the offer include the provision that as additional consideration for the offer, we will retain any refunds or credits that you may be entitled to receive for 2011 or for earlier tax years. This includes refunds you receive in 2012 for any overpayments you made toward tax year 2011 or toward earlier tax years. These refunds or credits will be applied to your liability, not to your accepted offer amount. If a Notice of Federal Tax Lien was filed on your account, it will be released when the offer amount is paid in full. If the final payment is by credit or debit card, the Notice of Federal Tax Lien will not be released for up to 120 days from the date of the credit/debit payment.

If you are required to make any payments under this agreement, make your check or money order payable to the United States Treasury and send it to:

Internal Revenue Service
P.O. Box 24015
Fresno, CA 93779

continued on next page

EXHIBIT "E"

Please send all other correspondence to:

Internal Revenue Service
PO Box 9006
Holtsville, NY 11742-9006

You must promptly notify the Internal Revenue Service of any change in your address or marital status. This will ensure we have the proper address to advise you of the status of your offer.

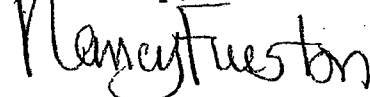
If you have submitted a joint offer with your spouse or former spouse and you personally are meeting or have met all the conditions of your offer agreement, but your spouse or former spouse fails to adhere to the conditions of the offer agreement, your offer agreement will not be defaulted.

If you fail to meet any of the terms and conditions of the offer, the Internal Revenue Service will issue a notice to default the agreement. If the offer is defaulted, the original tax including all penalties and interest will be due. After issuance of the notice the Internal Revenue Service may:

- Immediately file suit to collect the entire unpaid balance of the offer.
- Immediately file suit to collect an amount equal to the original amount of the tax liability as liquidating damages, minus any payments already received under the terms of this offer.
- Disregard the amount of the offer and apply all amounts already paid under the offer against the original amount of the tax liability.
- File suit or levy to collect the original amount of the tax liability.

If you have any questions, please contact the person whose name and telephone number are shown in the upper right hand corner of this letter.

Sincerely,



Nancy Fueston
Group Manager

Enclosure
cc:POA

SB Letter 673(AOIC) (1-2007)

LAW OFFICES
GLEASON, CHERRY AND CHERRY, L.L.P.
P. O. Box 505
DuBois, Pennsylvania 15801-0505

TONI M. CHERRY
PAULA M. CHERRY
EDWARD V. CHERRY
1950-1990
JAMES A. GLEASON
1946-1975

ONE NORTH FRANKLIN STREET

AREA CODE 814
371-5800
FAX NUMBER
(814) 371-0936

**VIA FACSIMILE TRANSMISSION AS WELL AS
UNITED STATES FIRST CLASS MAIL**

July 27, 2012

Jeffrey S. DuBois, Esq.
Attorney at Law
210 McCracken Run Road
DuBois, PA 15801

RE: Doksa vs. Lewis

Dear Jeff:

We are enclosing herewith IRS Form 2848 as well as the instructions for completing the same revised as of March of 2012. Please refer to the very first paragraph under General Instructions and you will see that joint filers are required to file separate Powers of Attorney to permit the IRS to discuss matters with the designated representative. To the best of my knowledge, Mr. Doksa has never attempted to resolve his tax matter for the years of 2004, 2005 and 2006 with the IRS. Until he does that, there is nothing more my clients can do.

I have reviewed the Order issued by the Court on January 26, 2010, detailing the settlement reached between the parties. Mr. and Mrs. Lewis have faithfully performed all that they were required to perform under the terms of that Order. Specifically, they have made all payments on the \$100,000.00 settlement amount they were required to pay to date. There are no unpaid installments of the \$100,000.00 payment.

Paragraph 2 of the Court Order obligated Mr. and Mrs. Lewis to assume sole responsibility for payment of the federal taxes owed by Mr. Doksa arising out of the filing of the Amended US Individual Income Tax Returns with Deborah N. Doksa for the tax years of 2004, 2005 and 2006. Deborah Burton negotiated in earnest with the Internal Revenue Service and a Full Compromise and Release Agreement was signed. Your client made no effort to engage in any negotiations with the Internal Revenue Service on his behalf. Mr. and Mrs. Lewis are only required to pay the lien which they believe they have done in full. They are not required to negotiate with the IRS and, in fact, cannot since they are not the taxpayer. Your client has taken absolutely no responsibility to resolve the claims of the IRS against him. Until and unless he does that, there is nothing that Mr. and Mrs. Lewis can do.

If your client is now being pursued by the Internal Revenue Service after Ms. Burton was advised that the Internal Revenue Service had accepted the payments made by Mr. and Mrs. Lewis in Full Compromise and Settlement of the entire amount owed for 2004, 2005 and 2006, we question whether Mr. Doksa has properly filed returns for all years after 2006 and paid all of his income tax liability for those subsequent years. If he has not, he has caused the IRS not to honor the Compromise and Settlement Agreement that we were able to secure from the Internal Revenue Service. As you must know, parties reaching a Compromise and Release Agreement must remain current with the filing of income taxes and the payment of their tax liabilities for five years after the settlement.

EXHIBIT "F"

Jeffrey S. DuBois, Esq.
Page Two
July 27, 2012

We sincerely believe that Mr. Doksa needs to go to his accountant to calculate his tax obligations and needs to execute the enclosed Power of Attorney in favor of a professional chosen by him who can help him negotiate his liability for those three years if the IRS is insisting on collecting more money from Mr. Doksa. Our position is that we have fully satisfied the tax lien for those years for Mr. Doksa and until and unless you can prove otherwise, that is the position that we continue to maintain.

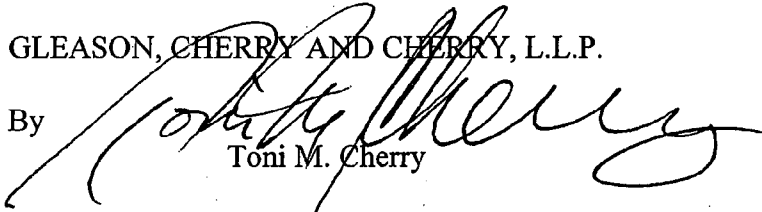
We anticipate at trial on Monday that you will be putting into evidence proof that Mr. Doksa is current with his income tax liability for all years after 2006 as we will certainly be questioning him if he proceeds with this petition and we want copies of all income tax returns filed by him to date admitted into evidence.

If you should have any questions, kindly advise. Otherwise, we thank you for your kind attention to this matter

Very truly yours,

GLEASON, CHERRY AND CHERRY, L.L.P.

By


Toni M. Cherry

TMC:mls

Enclosures

cc: Mr. and Mrs. Richard H. Lewis, Sr.

LAW OFFICES
GLEASON, CHERRY AND CHERRY, L.L.P.
P.O. Box 505
DuBois, PENNSYLVANIA 15801-0505
ONE NORTH FRANKLIN STREET

TONI M. CHERRY
PAULA M. CHERRY
EDWARD V. CHERRY
1950-1990
JAMES A. GLEASON
1946-1975

AREA CODE 814
371-5800
FAX NUMBER
(814) 371-0936

VIA HAND-DELIVERY

May 10, 2013

Jeffrey S. DuBois, Esq.
Attorney at Law
210 McCracken Run Road
DuBois, PA 15801

RE: Doksa vs. Lewis

Dear Jeff:

After our telephone conversation with the Court this date, I called Mr. Kennedy again and was able to speak with him at length. He told me that there was no reason why the IRS would not consider a second offer in compromise from Mr. Doksa as there is no prohibition against a second offer in compromise being submitted in the same case. Moreover, he told me that he remained very familiar with this case and would probably be the one reviewing it because of its high dollar amount even though the actual offer in compromise is sent to Holtville, New York.

Consequently, he told me to proceed with having Mr. Doksa fill out the enclosed documents and then submit them with the amount of the offer and a check representing the 20% of the lump sum cash offer. He also confirmed that the submitting of an offer in compromise and a payment would stop any seizure of Mr. Doksa's assets. To make sure, he instructed me to send a copy of all documentation to Ms. Evanko so that she would know that an offer and payment had been made.

Therefore, I again respectfully ask you and your client to complete all of the enclosed documents (Forms 656, 433-A and 433-F) and after having him sign the same, notify me and I will immediately collect them from you and complete the portion detailing the offer after I see what assets and income Mr. Doksa declares. Mr. Kennedy expects me to contact him once I have the completed documents to discuss the offer range and I will send all papers in with the check and the completed offer to the Internal Revenue Service.

I know you previously provided me with a Power of Attorney Form 2848 but I would ask for a fresh form as well as copies of all tax returns filed by your client to date in order to prove that he is current with his tax filings.

We are providing a copy of this letter to the Court to correct the misinformation that was given to the Court as a result of your conversation with Ms. Evanko. Mr. Kennedy indicated to me that he was sympathetic to the fact that my clients were obligated in this matter via Court Order and that Mr. Doksa would not be prejudiced by the fact that Ms. Burton submitted a prior offer.

EXHIBIT "G"

Jeffrey S. DuBois, Esq.
Page Two
May 10, 2013

Thanking you for your kind attention to this matter, we remain

Very truly yours,

GLEASON, CHERRY AND CHERRY, L.L.P.

By



Toni M. Cherry

TMC:mls

Enclosures

cc: ✓ The Honorable Fredric J. Ammerman, President Judge
of the Court of Common Pleas of Clearfield County (via facsimile transmission only)



JEFFREY S. DUBOIS

Attorney at Law

210 McCracken Run Road – DuBois, PA 15801

PHONE: 814-375-5598

FAX: 814-375-8710

E-Mail: jeff@jsdlaw.comcastbiz.net

June 17, 2013

Toni M. Cherry, Esquire
P.O. Box 505
DuBois, PA 15801

RE: Doksa v. Lewis

Dear Toni,

This is a follow up to our conversation from last week. I have spoken with my client concerning the forms that you provided to me, and he is willing to sign them, but I cannot, in good conscience, have him sign a blank form. Can you please complete the documents, in particular the Offer and Compromise, and once this is completely filled in, he will certainly sign it so you can submit the same to the IRS.

Therefore, once you complete these documents, forward them to me and I will have my client sign the same.

Also, as we spoke, can you get me the contact information for Mr. Kennedy, or alternatively, set it up for a conference call with the three of us.

Thank you for your attention in this matter.

Sincerely,

Jeffrey S. DuBois

JSD: sca

CC: Dennis Doksa

EXHIBIT "H"

LAW OFFICES
GLEASON, CHERRY AND CHERRY, L.L.P.
P.O. Box 505
DuBois, PENNSYLVANIA 15801-0505
ONE NORTH FRANKLIN STREET

TONI M. CHERRY
PAULA M. CHERRY
EDWARD V. CHERRY
1950-1990
JAMES A. GLEASON
1946-1975

AREA CODE 814
371-5800
FAX NUMBER
(814) 371-0936

February 18, 2014

Jeffrey S. DuBois, Esq.
Attorney at Law
210 McCracken Run Road
DuBois, PA 15801

RE: Doksa vs. Lewis

Dear Jeff:

As we advised you by phone, we are enclosing herewith the following documents:

1. Copy of e-mail from Mr. Kennedy confirming that Mr. Doksa is not prohibited from filing an Offer in Compromise under the terms of 25.15.1.2.7 in the IRS Manual.
2. Copy of contact information for Joe Kennedy, the Offer Specialist who helped me resolve the matter for Ms. Burton and who advised me that he will probably be handling Mr. Doksa's offer as well.
3. Copy of Internal Revenue Manual, Part 25.
4. Form 656 Booklet Offer in Compromise.

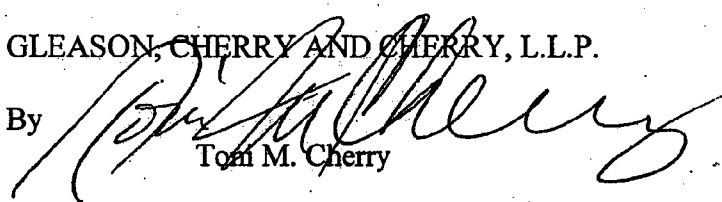
If you should have any other questions or need further information, please advise. You may want to look on the website because there appear to be more favorable regulations concerning the reduction in the length of time that the IRS looks at income in calculating the amount of the offer.

Please let me know how Mr. Doksa is and how he wants to proceed.

Very truly yours,

GLEASON, CHERRY AND CHERRY, L.L.P.

By


Toni M. Cherry

TMC:mls

Enclosures

EXHIBIT "I"

XFINITY Connect

tmcherryesq@comcast.net

+ Font Size -

RE: Second offer on the Burton-Doksa debt

From : Kennedy Joseph R <joseph.kennedy@irs.gov>

Fri, Feb 14, 2014 03:09 PM

Subject : RE: Second offer on the Burton-Doksa debt**To :** tmcherryesq <tmcherryesq@comcast.net>

The answer lies within the Internal Revenue Manual itself:

25.15.1.2.7 (03-21-2008) Offer in Compromise (OIC)

(3) If a spouse requesting relief from joint and several liability was **not** a party to the other spouse's accepted offer in compromise, then that spouse may file a claim for relief from liability.

Thus, Mr. Doska is not prohibited from filing a offer in compromise and having such accepted. In reality, we receive offers under these circumstances on a consistant basis.

From: tmcherryesq [mailto:tmcherryesq@comcast.net]**Sent:** Friday, February 14, 2014 2:50 PM**To:** Kennedy Joseph R**Subject:** Second offer on the Burton-Doksa debt

Dear Mr. Kennedy:

This will confirm our telephone conversation during which I advised that I need a statement from you confirming that Mr. Doksa can be the proponent of a second offer to settle his IRS obligation arising from the filing of the amended income tax returns for 2004, 2005 and 2006. You will recall that Ms. Burton, formerly Mrs. Doksa made offer No. 1000866249. It was accepted. However the IRS then proceeded against Mr. Doksa.

The Court maintains that Ms. Burton's parents need to resolve his debt. I advised the Court when I spoke with you months ago that Mr. Doksa could make his own offer and I provided him (through his lawyer) with the forms to fill out. To date, he has not returned them to me.

The judge has ordered us to report for a conference on Tuesday, 2/19/14. I would like to present something in writing from you to confirm the following:

1. A second offer can indeed be made.
2. That Mr. Doksa has not presented anything to your office. (If you can say that)

Mr. Doksa's TIN number is 161-46-2480 and I have his Power of attorney form

A Notice of Federal Tax Lien will be filed.

Internal Revenue Service
2888 Woodcock Blvd.
#3250 Stop 313-D
Atlanta, GA 30341
Cell # 404-324-9296
Phone # 404-338-9276
Fax # 404-338-9594

Sincerely,



Joe Kennedy
Offer Specialist
Employee ID # 1000250788

Cc: Burton



Part 25. Special Topics

Chapter 15. Relief from Joint and Several Liability

Section 1. Introduction

25.15.1 Introduction

- 25.15.1.1 Purpose
- 25.15.1.2 Joint and Several Liability
- 25.15.1.3 Reserved
- 25.15.1.4 Restructuring and Reform Act of 1998 (RRA 98)
- 25.15.1.5 Limited Scope Decision Tool (LSDT)
- 25.15.1.6 Form 8857, Request for Innocent Spouse Relief
- 25.15.1.7 Prohibition Against Collection Actions
- 25.15.1.8 Statute of Limitations on Collection
- 25.15.1.9 Notification Requirement
- 25.15.1.10 Administrative and Tax Court Review of Relief Determination

Manual Transmittal

February 26, 2013

Purpose

(1) This transmits revised IRM 25.15.1, Relief from Joint and Several Liability, Introduction.

Material Changes

- (1) Editorial changes made throughout.
- (2) IRM 25.15.1.1.2 deleted obsolete IRM references.
- (3) IRM 25.15.1.5 Limited Scope Decision Tool is no longer valid.
- (4) IRM 25.15.1.5.1 has been removed.
- (5) IRM 25.15.1.2.4(2) Note updated line number on Form 8857.
- (6) IRM 25.15.1.6(2) removed note and added the information to the end of the sentence.
- (7) IRM 25.15.1.6.2 removed all references to the two-year rule under Rev. Proc. 2003-61.
- (8) IRM 25.15.1.9 added 98 after RRA.
- (9) IRM 25.15.1.9.2(4) removed income or assets as an item that cannot be disclosed.
- (10) IRM 25.15.1.10.1(2) removed references to Rev. Proc. 2003-61.
- (11) IRM 25.15.1.10.2 added wording to clarify information.

Effect on Other Documents

IRM 25.15.1, Introduction, dated March 4, 2011, is superseded.

Audience

Employees in all business operating divisions who have contact with taxpayers addressing an innocent spouse issue.

Effective Date

(02-26-2013)

Steven Klingel
Director, Reporting Compliance
Wage and Investment Division

25.15.1.1 (02-26-2013)

Purpose

1. The purpose of this multi-functional IRM is to provide both technical and procedural guidance on relief from joint and several liability and relief from application of community property laws.
2. This IRM includes technical relief provisions available after the IRS Restructuring and Reform Act of 1998 (RRA 98). It also includes the procedural guidance necessary to process the joint and several liability relief cases for all IRS functions with references to appropriate IRM sections.
3. Refer taxpayers to the Taxpayer Advocate Service (TAS) when the contact meets TAS criteria and you can't resolve the taxpayer's issue the same day, see IRM 13.1.7, *Taxpayer Advocate Service (TAS) Case Criteria*. The definition of "same day" is within 24 hours. "Same day" cases include cases you can completely resolve in 24 hours, as well as cases in which you have taken steps within 24 hours to begin resolving the taxpayer's issue. Do not refer "same day" cases to TAS unless the taxpayer asks to be transferred to TAS and the case meets TAS criteria. Refer to IRM 13.1.7.4, *Same Day Resolution by Operations*. When you refer cases to TAS, use Form 911, *Request for Taxpayer Advocate Service Assistance (and Application for Taxpayer Assistance Order)*, and forward to TAS.

25.15.1.1.1 (07-17-2009) Websites

1. Additional information regarding procedural and technical aspects of the Innocent Spouse program is available on the IRS Innocent Spouse website at http://win.web.irs.gov/innocent_spouse.htm.

25.15.1.1.2 (02-26-2013) Other IRMs Pertaining to Examination Programs

1. Other IRM chapters provide information on single topics that pertain to more than one function. Compliance employees are responsible for researching and utilizing information contained in all reference materials. The following is a list of IRM chapters pertaining to Examination programs (not all inclusive):

- IRM 1.4.17, *Compliance Managers Guide*
- IRM Part 3, *Submission Processing*
- IRM Part 4, *Examining Process*
- IRM 4.13, *Audit Reconsideration*
- IRM 4.19.13.12, *Statutory Notices*
- IRM 5.1.18, *Locating Taxpayers and Their Assets*
- IRM Part 8, *Appeals*
- IRM 11.3, *Disclosure of Official Information* (see also IRM 21.1.3.2, *General Disclosure Guidelines*)
- IRM Part 13, *Taxpayer Advocate Service*
- IRM 20.1, *Penalty Handbook*
- IRM 20.2, *Interest*
- IRM 21.1, *Accounts Management and Compliance Services Operations*
- IRM 21.3, *Taxpayer Contacts*
- IRM 21.3.7, *Processing Third Party Authorizations onto the Centralized Authorization File (CAF)*
- IRM 25.1, *Fraud Handbook*
- IRM 25.2, *Information and Whistleblower Rewards*
- IRM 25.6, *Statute of Limitations*
- IRM 25.12, *Delinquent Return Refund Hold Program*

25.15.1.2 (02-26-2013) Joint and Several Liability

1. Married taxpayers may elect to file joint returns with their spouse. See IRC 6013(a).
2. IRC 6013(d)(3) provides that a husband and wife who file a joint return under IRC 6013(a) have joint and several liability with respect to the income tax liability. This means each spouse is individually responsible for:
 - The accuracy and completeness of the return; and
 - The payment of the income tax liability as reported on the return as well as any additional tax, penalties, additions to tax, and interest.
3. Thus, under the joint and several liability concept, each spouse is responsible for the entire income tax liability even though all or part of the liability arises from income earned by or a deduction attributable to the other spouse.
4. An election to file a joint return may only be revoked before the due date of the return, including extensions. However, an executor or administrator may revoke a joint return election made by a surviving spouse within one year of the due date of the surviving spouse's return, (including any extension of time for filing such return). See Treas. Reg. § 1.6013-1(d)(5).

25.15.1.2.1 (02-26-2013) Available Relief

1. Taxpayers filing joint returns may be relieved of income tax liability under certain conditions. Married taxpayers filing separate returns in community property states may also be relieved of income tax liability under certain circumstances. See IRM 25.15.5, *Relief from Community Property Laws/Community Property States* for explanations on Community Property laws.
2. If the income tax liability is relieved under IRC 6015, related penalties, additions to tax, additional amounts, and interest are relieved.

25.15.1.2.2 (02-26-2013) Confusion with Other Provisions

1. The expanded relief provisions contained in this IRM should not be confused with other provisions which may also provide relief to joint filers, such as relief available to an injured spouse. *IRM 25.15.1.2.5, Injured Spouse Claims.*

25.15.1.2.3 (02-26-2013) Return Signed Under Duress

1. If a spouse claims he or she signed the joint tax return under duress or was coerced into signing it, the election to file a joint return may be invalid. In that case, the issue of relief from joint and several liability is not applicable. However, the Cincinnati Centralized Innocent Spouse Operation (CCISO) should work the duress issue along with the Form 8857, *Request for Innocent Spouse Relief*. If only one spouse signs the return, see IRM 25.15.1.2.9, *Joint Assessment/One Signature*. To establish a return was signed under duress, the taxpayer must demonstrate:

- A. the taxpayer was unable to resist demands to sign the return; and

- B. the taxpayer would not have signed the return except for the constraint applied by the other party. See, e.g. *Stanley v. Commissioner*, 45 T.C. 555 (1966); *Brown v. Commissioner*, 51 T.C. 116 (1968).

2. A signature made involuntarily or under duress is not a valid signature. Therefore, the election to file a joint return is not valid.
3. The individual claiming duress is not jointly or severally liable for liabilities arising from such a return if the return was indeed signed under duress.
4. The account should be adjusted to reflect a married filing separate return being filed by both spouses.
5. A married filing separate tax return may need to be secured from the spouse claiming to have signed under duress if a return is required for the period or if the taxpayer may have been entitled to a refund.

Note:

There are certain credits not available when spouses file separate returns.

6. A requesting spouse (RS) who raises the issue of duress and later determines he or she would owe more tax if he or she filed separately, may choose not to pursue the issue of duress.

Note:

Line 12 of the Form 8857 asks the RS whether the return was signed under duress.

7. The determination of whether or not an income tax return was jointly filed presents a question of fact. The resolution of the factual issue should focus on the intention of the parties or taxpayers for the return in question. For a discussion of the factors to consider when making the determination, reference can be made to *United States v. Kramer*, 1983 U.S. Dist. LEXIS 15951, 1983 WL 1628, 52 A.F.T.R.2d 83 5630, (D. Md.1983) and the cases cited therein.

25.15.1.2.4 (02-26-2013) Forged Signatures

1. When a spouse establishes his or her signature on a joint return was forged and there was no tacit (implied) consent to the return as filed, the joint election is invalid. Again, the relief from joint and several liability provisions do not apply. See IRM 25.15.7.10.13.5.1, *Tacit Consent Factors*.
2. The individual claiming his or her signature was forged is not jointly or severally liable for liabilities arising from such a return if the signature was indeed forged. However, CCISO should work the forged signature issue, along with the Form 8857, *Request for Innocent Spouse Relief*.

Note:

Line 12 of the Form 8857 asks the RS whether the signature was forged.

3. The account should be adjusted to reflect a married filing separate return and the liability associated with the other spouse only.
4. A married filing separate tax return may need to be secured from the spouse claiming forgery if a return is required for the period, or if the taxpayer may have been entitled to a refund.

Note:

There are certain credits not available when spouses file separate returns.

5. A RS who raises the issue of forgery and later determines he or she would owe more tax if he or she filed separately, may choose not to pursue the issue of forgery.
6. In situations where the spouse claiming forgery failed to file despite having a filing requirement, the circumstances surrounding the alleged forgery should be investigated. An interview with the other spouse should be considered when developing the tacit consent issue.
7. Consider referring the individual who forged the signature and any other individual associated with the forgery to the Criminal Investigation Division.

25.15.1.2.5 (02-26-2013) Injured Spouse Claims

1. IRC 6402(a), (c), (d), and (e) permit the IRS to apply a taxpayer's overpayment to any outstanding Federal tax, past-due child support, Federal agency debt, or past-due State income tax obligation, prior to crediting the overpayment to a future tax or making a refund. This application of a tax overpayment is called a refund offset.
2. A spouse may file an Injured Spouse claim on Form 8379, *Injured Spouse Allocation*, to recover part or all of a joint refund transferred to pay the separate liabilities of the other spouse.
3. Where a taxpayer is making an Injured Spouse claim but mistakenly uses Form 8857, *Request for Innocent Spouse Relief*, advise the taxpayer of the difference and mail Letter 3657C along with Form 8379.
4. Refer to IRM 21.4.6, *Refund Offset*, for additional information on Injured spouse procedures and the refund offset program.

25.15.1.2.6 (02-26-2013) Fraud Penalty

1. IRC 6663(c) provides that in the case of a joint return, the imposition of the fraud penalty shall not apply to a spouse, unless some part of the underpayment is due to the fraud of such spouse.
2. Where the fraud penalty is assessed against a spouse without appropriate development and explanation, that spouse should be relieved of such assessment pursuant to IRC

6663(c) and not IRC 6015. IRC 6015 does not provide for relief from penalties and interest separate from tax.

25.15.1.2.7 (03-21-2008) Offer in Compromise (OIC)

1. A taxpayer may file an offer to compromise his or her outstanding tax liability for a lesser amount where the taxpayer's assets and income are insufficient to pay the full amount, where there is doubt as to the taxpayer's liability, or where due to exceptional circumstances, requiring full payment of the tax would cause an economic hardship or be unfair and inequitable.
2. An accepted OIC conclusively settles the taxpayer's liability specified in the offer. See Treas. Reg. § 301.7122-1(a)(5). Once an OIC is accepted, the taxpayer may not contest the amount of the liability. Therefore, a taxpayer with an accepted OIC cannot file a claim for relief from any liability covered by the OIC. This is true even if the taxpayer later defaults on the accepted OIC.
3. If a spouse requesting relief from joint and several liability was not a party to the other spouse's accepted offer in compromise, then that spouse may file a claim for relief from liability.
4. If there is a pending OIC (Integrated Data Retrieval System (IDRS) Transaction Code (TC) 480), advise the taxpayer of the consequences if the OIC is accepted. For example, the acceptance of an OIC precludes the taxpayer from subsequently being considered for relief from joint and several liability for the same tax period.
5. If relief from joint and several liability is the only issue present in an OIC (i.e., the taxpayer submits a doubt as to the liability offer), suggest the taxpayer withdraw the offer and file Form 8857, *Request for Innocent Spouse Relief*. If the taxpayer does not withdraw the OIC, process the OIC pursuant to the procedures in IRM 25.15.8.6, *Requests as Part of an Offer in Compromise*. The taxpayer may submit another OIC if relief is not granted through the innocent spouse provisions.

25.15.1.2.8 (07-17-2009) Tax Equity and Fiscal Responsibility Act (TEFRA) Settlement Agreements

1. Generally, a RS is not entitled to relief for any liability determined by a closing agreement. An exception to this rule is a settlement agreement under IRC 6224(c) entered into while the RS was a party to a pending TEFRA partnership proceeding with respect to partnership items, or penalties, additions to tax, additional amounts and interest related to adjustments to partnership items under the unified partnership audit and litigation procedures for IRC 6221 through IRC 6234 TEFRA. See Treas. Reg. § 1.6015-1(c)(2).
2. This exception does not apply to:
 1. A settlement agreement under IRC 6224(c) entered into while the RS was not a party to a pending TEFRA partnership proceeding. For example, when a partner files a bankruptcy petition, he or she ceases to be a party to a pending TEFRA partnership proceeding and partnership items convert to non-partnership items.
 2. Non-partnership items. If the settlement agreement referenced above includes both partnership items (including affected items) and non-partnership items, the RS is not entitled to relief for the portion of the liability relating to the non-partnership items.
 3. Affected items. See Treas. Reg. § 1.6015-1(c)(2) and Treas. Reg. § 1.6015-1(c)(3) for examples.

25.15.1.2.9 (02-26-2013) Joint Assessment/One Signature

1. A deficiency assessed on a joint account based on the signature of only one spouse is generally not a valid assessment with respect to the non-signing spouse. This also applies if the spouse did not sign an amended return. There can be a binding joint return even if one spouse failed to sign the return, if the parties intended to file a joint return. Thus, one must examine the parties' intentions to ascertain whether the absence of one signature invalidated the return. See *Federbush v. Commissioner*, 34 T.C. 740 (1960), *aff'd*, 325 F.2d 1 (2d Cir.1963).
2. If an invalid assessment was made against a non-signing spouse, the IRS may not be able to assess the proper amount against the non-signing spouse because the statute of limitations may have expired. See IRM 25.15.7.10.13.3, *Barred Statute One Signature (BSOS)*.

25.15.1.3 (03-21-2008) Reserved

1. Reserved.

25.15.1.4 (03-04-2012) Restructuring and Reform Act of 1998 (RRA 98)

1. RRA 98 substantially expanded the relief from joint and several liability with the enactment of IRC 6015 (RRA 98 § 3201(a)).

25.15.1.4.1 (03-04-2012) IRC 6015

1. IRC 6015 allows for three types of relief:
 - A. Innocent Spouse Relief — IRC 6015(b);
 - B. Election to Allocate a Deficiency — IRC 6015(c); and
 - C. Equitable Relief — IRC 6015(f).
2. See IRM 25.15.3, *Technical Provisions of IRC 6015*, for more details.
3. See IRM 25.15.5, *Relief from Community Property Laws/Community Property States*, for details on the IRC 6015(c) relief provisions.

25.15.1.4.2 (02-28-2013) IRC 6015 Effective Date

1. IRC 6015 is effective for:

- Unpaid balances as of July 22, 1998; and
- Liabilities arising after July 22, 1998.

2. In determining the amount unpaid as of July 22, 1998, use the date (cycle date) of payment when such payment was applied to the account.

Example:

John and Mary Doe had an outstanding balance on their jointly filed 1995 tax return when they timely filed their 1997 tax return, in August of 1998 with a valid extension, it showed an overpayment of \$3,000. The IRS applied the \$3,000 overpayment to pay the 1995 liability pursuant to IRC 8402. The 1997 overpayment satisfied the 1995 tax liability in full. The taxpayer now requests relief under IRC 6015 with respect to the \$3,000 overpayment from 1997 that was applied toward the 1995 liability. In these circumstances, the date the tax liability was paid is the date that the Service credited the 1997 overpayment to the 1995 liability. Because the taxpayer did not file the 1997 return until August of 1998, a refund offset could not have been scheduled to transfer to the 1995 module until some time after August. Thus, an unpaid balance existed on July 22, 1998.

**25.15.1.5 (03-04-2012)
Limited Scope Decision Tool (LSDT)**

1. The Limited Scope Decision Tool (LSDT) is no longer valid.

**25.15.1.6 (02-26-2013)
Form 8857, Request for Innocent Spouse Relief**

1. Taxpayers may request relief from joint and several liability on Form 8857, *Request for Innocent Spouse Relief*, or a similar statement containing the same information signed under penalties of perjury.

Note:

A representative, authorized by a properly completed Form 2848, *Power of Attorney and Declaration of Representative*, may sign Form 8857 on behalf of a RS.

2. One Form 8857 (revised September 2010) may be used to request relief for three years. Prior revisions of Form 8857 or a statement may be used to request relief for multiple years if the information necessary to make a determination is substantially the same. Taxpayers must file separate forms if they seek relief for more than three years, unless all of the information is the same for all years.

**25.15.1.6.1 (03-21-2008)
Routing of Form 8857**

1. Any office receiving a Form 8857, *Request for Innocent Spouse Relief*, that does not have an open exam or an assigned Status 26 collection case for the RS should date stamp and immediately (within 10 business days) mail the form to:

IRS
Stop 840F
PO Box 120053
Covington, KY 41012

**25.15.1.6.2 (02-26-2013)
Time Period for Making the Request**

1. Taxpayers seeking relief under IRC 6015(b) and IRC 6015(c) must file a request no later than 2 years from the first collection activity occurring after July 22, 1998, against the RS. See IRC 6015(b)(1)(E) and IRC 6015(c)(3)(B). See IRM 25.15.3.4.4, *Collection Activity*, for a definition of "collection activity." For claims filed under IRC 6015(f), the claim is timely as long as the refund statute or collection statute is open.
2. Requests for relief in the form of a refund must also be filed within the normal time frame for filing a claim for refund, which is the refund statute expiration date (RSED). In order to be timely, a claim must be filed within the later of:
 - 2 years from the date of payment, or
 - 3 years from the date the return is filed.
3. Refunds are not permitted under IRC 6015(c). Refunds are permitted under IRC 6015(b) and IRC 6015(f) as long as the RS made payments and the requirements of IRC 6511 have been met.

Note:

Question 2 of Form 8857, *Request for Innocent Spouse Relief*, will be considered in determining if the RS wants payments (e.g., TC 610, TC 670, etc.) refunded. When a RS's overpayment was offset to the year for which he/she is requesting relief, assume he/she wants a refund of the offset.

**25.15.1.7 (03-04-2012)
Prohibition Against Collection Actions**

1. The IRS is prohibited from taking certain collection actions against a RS, from the time the claim is filed under IRC 6015(b), IRC 6015(c), or IRC 6015(f).
 - A. the taxpayer signs a waiver of the restrictions (Form 870-IS, *Waiver of Collection Restrictions in Innocent Spouse Cases*),
 - B. the 90 day period for petitioning the Tax Court expires, or
 - C. if a Tax Court petition is filed, until the Tax Court decision becomes final. IRC 6015(e)(1)(B).

Notwithstanding these rules, if the RS appeals the Tax Court decision, the Service may resume the collection of the liability from the RS on the date the RS files the notice of appeal, unless the RS files an appeal bond pursuant to IRC 7485.

Note:

Because the RS may be denied a refund of amounts collected during the pendency of the appeal, the Service has made a policy decision not to begin collection after a notice of appeal has been filed unless the expiration of the collection statute or collection will be jeopardized by the delay.

2. However, collection actions against the non-requesting spouse (NRS) during this period are not prohibited and should continue.

25.15.1.8 (02-28-2013)**Statute of Limitations on Collection**

1. Under IRC 6015(e)(2), the collection statute expiration date (CSED) is suspended for the period for which the Service is prohibited from taking certain collection actions (see IRM 25.15.3.4.5, *Prohibited Collection Actions*), plus an additional 60 days. Generally, under current law, the Service is prohibited from collection and the CSED is suspended from the filing of the claim for relief (Form 8857) until the earlier of:
 - A. a waiver is filed (Form 870-IS, *Waiver of Collection Restrictions in Innocent Spouse Cases*);
 - B. the expiration of the 90-day period for filing a Tax Court petition, or
 - C. if a Tax Court petition is filed, until date a Tax Court decision becomes final.
2. Because of the amendment to IRC 6015(a) and the revision to Form 8857, treat any claim for relief filed on or after December 20, 2006, as suspending the CSED from the date the claim was received, no matter which revision of Form 8857 is used by the RS. Likewise, consider the RS's claim for relief under all subsections of IRC 6015 no matter which revision of Form 8857 is used by the RS.
3. For claims for relief filed before December 20, 2006, for which the RS only requested relief under IRC 6015(f), the prohibition on collection and suspension of the CSED started on December 20, 2006, and not on the date the claim for relief was received. If the claim for relief filed before December 20, 2006, also included an election under IRC 6015(b) or IRC 6015(c), then the prohibition on collection and suspension of the CSED do begin on the date the claim for relief was received.
4. See IRM 25.15.2.4.2, *Innocent Spouse Indicator Transaction Code (TC) 971/972*, for rules for inputting TC 971/972 codes that control the prohibition on collection and the CSED.

25.15.1.9 (02-28-2013)**Notification Requirement**

1. RRA 98 Section 3501 requires IRS to notify all joint return filers of their rights to relief from joint and several liability in all appropriate publications. See Publication 1, *Your Rights as a Taxpayer*, Publication 971, *Innocent Spouse Relief*, and Publication 594, *The IRS Collection Process*, and Form 1040 series instructions.
2. Discuss joint and several liability, as well as the availability of innocent spouse relief, during the first contact with taxpayers who might qualify. Document this discussion on Form 9984, *Examining Officer's Activity Record*, or other approved activity record used by your function.
3. RRA 98 Section 3201(d) requires IRS, whenever practicable, to send any notice related to a joint return separately to each individual filing a joint return.

25.15.1.9.1 (02-28-2013)**Power of Attorney (POA)**

1. If there is a power of attorney (POA) on file, (check IDRS Command Code (CC) CFINK) all required contact must be made with the POA and the taxpayer.
2. If in doubt as to whether the POA is still valid, contact the representative or RS. Restrict communication to obtaining information necessary to determine the validity of the POA. If uncertainty involves a dispute between or among recognized representatives of a taxpayer, follow Treas. Reg. § 601.508 (IRC 601.508 as reprinted in Pub. 218).

25.15.1.9.2 (02-28-2013)**Disclosure Rules**

1. IRC 6103(e)(1)(B) permits disclosure of a joint return, when requested in writing, to either spouse or authorized representative.
2. IRC 6103(e)(7) permits anyone who is authorized to receive a return to also receive return information related to the return without written request under IRC 6103(e)(1)(B) if the disclosure would not seriously impair Federal tax administration.
3. IRC 6103(e)(8) provides for disclosures pertaining to deficiencies assessed with respect to persons who have filed jointly but are no longer married or no longer reside in the same household. IRC 6103(e)(8) provides that, upon written request, certain limited information regarding one spouse must be disclosed to the other spouse, in writing, relative to tax deficiencies with respect to a jointly filed return.
A written request, submitted by the taxpayer or the taxpayer's authorized representative, is required if the taxpayer desires a written response pursuant to IRC 6103(e)(8). The information provided under IRC 6103(e)(8) may also be provided under IRC 6103(e)(1)(B) in conjunction with IRC 6103(e)(7) without a written request. Pursuant to IRC 6103(e)(8), the following information must be disclosed in writing, upon written request of the taxpayer or the taxpayer's authorized representative:
 - Whether the IRS has attempted to collect the deficiency from the other spouse;
 - The amount, if any, collected from the other spouse;
 - The current collection status (e.g., balance due, installment agreement, suspended); and
 - The reason for any suspension, if applicable (e.g., unable to locate, hardship).

Note:

Disclosure must be limited to the specific tax period associated with the requestor's joint deficiency.

4. Do not disclose the following information:

- The other spouse's new last name, location, or telephone number;
- Any information about the other spouse's employment income or assets; or
- The income level at which a suspended account will be reactivated.

5. Requests for information concerning divorced or separated spouses beyond that provided for in IRC 6103(e)(8) should be referred to the Disclosure Office. In an appropriate case the taxpayer or the taxpayer's authorized representative may be instructed to make a Freedom of Information Act request.

25.15.1.10 (03-21-2008)**Administrative and Tax Court Review of Relief Determination**

1. The administrative appeal rights and Tax Court review of a relief determination is described below.

25.15.1.10.1 (02-26-2013)**Appeals Division**

1. In general, if relief is denied in whole or in part, the RS may appeal that determination to the IRS Appeals Division.
2. If relief is granted in whole or part, the NRS may appeal that determination to the IRS Appeals Division.
3. See IRM 25.15.12, *Appeals Procedures*.

25.15.1.10.2 (02-26-2013)**Tax Court Review IRC 6015**

1. Under IRC 6015(e), the RS may petition the Tax Court to determine the appropriate relief available if such petition is filed by the 90th day after the final Notice of Determination denying IRC 6015 relief, or at any time if the claim has been pending for six months and the Service has not made a determination. If the RS petitions the Tax Court, the NRS is allowed to become a party to the proceeding. See IRC 6015(e)(4).
2. If a taxpayer petitions for redetermination of a deficiency under IRC 6213(a), the taxpayer may raise IRC 6015 as an affirmative defense.
3. A taxpayer may raise IRC 6015 in a petition from a Notice of Determination in a collection due process proceeding under IRC 6320 or IRC 6330 in which the taxpayer raised innocent spouse relief.

[More Internal Revenue Manual](#)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DENNIS G. DOKSA,
Plaintiff

vs.

RICHARD H. LEWIS, SR., and,
SHIRLEY N. LEWIS,
Defendants

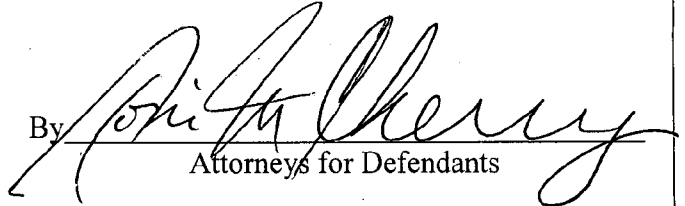
:
:
:
: No. 2007 - 1651 C.D.
:
:
:
:

CERTIFICATE OF SERVICE

I hereby certify that on this 10th day of June, 2014, a true and correct copy of Defendants' Motion to Dismiss Plaintiff's Petitions to Enforce Settlement and Petitions to Hold Defendants in Contempt was served upon JEFFREY S. DUBOIS, ESQ., counsel for Plaintiff, by personally handing the same to him at the Clearfield County Courthouse, Clearfield, Pennsylvania.

GLEASON, CHERRY AND CHERRY, L.L.P.

By


Attorneys for Defendants

Dated: June 10, 2014

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

DENNIS G. DOKSA.,	:	No. 07-1651-CD
Plaintiff	:	
	:	Type of Pleading:
Vs.	:	
	:	PLAINTIFF'S RESPONSE TO
	:	DEFENDANTS' MOTION
RICHARD H. LEWIS, SR.	:	TO DISMISS PLAINTIFF'S
SHIRLEY N. LEWIS,	:	PETITIONS TO ENFORCE
Defendants	:	SETTLEMENT AND PETITION
	:	TO HOLD DEFENDANTS IN
	:	CONTEMPT
	:	
	:	Filed on Behalf of:
	:	PLAINTIFF
	:	
	:	Counsel of Record for This Party:
	:	
	:	Jeffrey S. DuBois, Esquire
	:	Supreme Court No. 62074
	:	210 McCracken Run Road
	:	DuBois, PA 15801
	:	(814) 375-5598

3
FILED 3CC AH
01/8159cm DuBois
JUN 27 2014
BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS
62

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

DENNIS G. DOKSA.,	:	No. 07-1651-CD
Plaintiff	:	
	:	
Vs.	:	
	:	
RICHARD H. LEWIS, SR. and	:	
SHIRLEY N. LEWIS,	:	
Defendants	:	

PLAINTIFF'S RESPONSE TO DEFENDANTS' MOTION TO DISMISS
PLAINTIFF'S PETITION TO ENFORCE SETTLEMENT AND PETITION TO
HOLD DEFENDANTS IN CONTEMPT

AND NOW, comes Plaintiff, DENNIS G. DOKSA, by and through his attorney, Jeffrey S. DuBois, Esquire, who files this Response To Defendants' Motion To Dismiss Plaintiff's Petition To Enforce Settlement And Petition To Hold Defendants In Contempt, and in support thereof avers the following:

1. Said Agreement speaks for itself. By way of further answer, the amount used for the amount owed for taxes was an approximate amount, as no documentation with respect to taxes were presented nor submitted by any party on that day and said number was merely an estimate.
2. It is agreed that the parties resolved the divorce action; with respect to the marital property, there was very little marital property, as most property was either in Deborah Doksa's name alone or her parents' name.
3. Denied. The Agreement set forth that Defendants would pay all of Plaintiff's Federal and State Taxes, regardless of the amount, and the amount of \$150,000

for Federal Taxes was just an estimate, as no documentation was submitted by either party that day.

4. Plaintiff has no information with respect to what the Defendants did with respect to their daughter, Deborah Doksa. By way of further answer, as set forth herein, Deborah Doksa, and her attorney, Attorney Cherry, only did an Offer and Compromise in her name alone, and **not** for Dennis Doksa, as was required for in the January 2010 Agreement.
5. Denied. As can be seen from Defendants' Exhibit C, the Offer and Compromise was not a joint Offer and Compromise, nor was it an Offer and Compromise solely for Dennis Doksa, but on the contrary, was only an Offer and Compromise for Deborah Doksa, now known as Deborah Burton. As is readily apparent from the January 2010 Agreement, the Agreement was not to eliminate Deborah Doksa's taxes, but was to pay all of the Federal and State Taxes of Dennis Doksa.

This is exactly what was presented to this Honorable Court by the undersigned in various Petitions to Enforce throughout 2010 and the first half of 2011, when the undersigned submitted to the Court that Defendants were not complying with the terms of their Agreement in resolving the tax debt of Plaintiff.

Further, this Offer and Compromise was not submitted until almost **two (2) years** after the parties entered into this Agreement, evidencing Defendant's dilatory tactics.

6. Denied. As set forth in Paragraph 5 herein, the Offer and Compromise done by Defendants' daughter, has absolutely **no** relevance nor significant to the case at hand because the obligation of Dennis Doksa still applies, and continues to apply, with respect to the Internal Revenue Service.

Such actions by the Defendants, their daughter, or representatives, are either fraud upon this Court, or incompetence, that the taxes of Dennis Doksa have not been satisfied, and were not satisfied when the Offer and Compromise was submitted in late 2011.

7. Again, the averments of Defendants' Paragraph 7 have absolutely no relevance to this case as the 2010 Agreement had nothing to do with Defendants' daughter, but the taxes of Plaintiff.
8. Denied. The reason why the Internal Revenue Service commenced collection against Defendant was because his taxes, through the negligence of Defendants and their representatives, has not paid his taxes for the years 2004, 2005, and 2006. The sole reason why the Internal Revenue Service is pursuing Plaintiff is because his taxes remain unpaid because Defendants have not paid the same.
9. Admitted. By way of further answer, the reason this was directed was that Plaintiff showed to the Court that Defendants had not followed the terms of the Agreement and had not paid the taxes of Plaintiff.
10. Admitted.
11. Denied. The only thing the IRS needs from Plaintiff, on behalf of the Defendants, is an executed IRS Form 2848. By way of further answer, in speaking with IRS representatives, they had indicated that Counsel for Defendants failed to include proper information, and this was the cause of delay.
12. Denied. See answer to Paragraph 11 herein.
13. Denied. Plaintiff did submit financial information to the IRS, and the undersigned, on behalf of Plaintiff, has been in contact with the IRS to discuss an Offer and Compromise over the past year.

By way of further answer, a representative for the IRS has conditionally accepted an Offer and Compromise on behalf of Plaintiff based on discussions between the undersigned and the IRS representatives. A copy of said letter from the Internal Revenue Service is attached hereto as Exhibit A.

14. Denied. See answers to Paragraphs 11, 12, and 13 herein.

15. Denied. The response from Mr. Kennedy of the Internal Revenue Service is simply a generic response applicable in any case, that another Offer and Compromise can be submitted not what dollar amount it would be, or at what point it would be accepted.

16. Denied. As set forth herein, Counsel for Plaintiff has been in contact with the IRS over the past year and has been conditionally approved for said Offer and Compromise. By way of further answer, to properly submit that, monies, at least 20% of the amount, must be submitted with the Offer and Compromise. The undersigned has been in contact with the counsel for Defendants to remit said sum to counsel, but counsel for Defendants have refused to submit any monies.

17. Denied for the reasons set forth herein.

18. Denied. The undersigned cannot even believe the averments set forth in Defendants' paragraph 18 were even printed and filed with this Court. Defendants have completely failed to comply with the terms of the January 26, 2010 Order. First, by delaying this matter for a period of almost two (2) years when the undersigned repeatedly submitted to this Court Petitions for Enforcement, and 2) only then to be outdone by submitting an Offer and Compromise not in the name of Dennis Doksa, which was required in the Agreement, but submitting an Offer and Compromise in Deborah Doksa's name

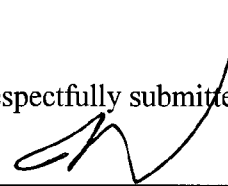
alone. As such, clearly Defendants have not complied with the Agreement, it is now four (4) years later, and Defendants should be held in contempt and a large Judgment be put in place in the name of Plaintiff.

19. Denied for the reasons set forth herein.

20. Denied for the reasons set forth herein.

WHEREFORE, Plaintiff respectfully requests this Honorable Court to dismiss Defendants' Motion.

Respectfully submitted,

A handwritten signature in black ink, appearing to be 'JD' with a large, sweeping flourish extending upwards and to the right.

Jeffrey S. DuBois, Esquire
Attorney for Plaintiff



DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
WASHINGTON, DC 20224

SMALL BUSINESS/SELF-EMPLOYED DIVISION

Date: 06/11/2014

DENNIS G DOKSA
124 SYKES STREET EXT
SYKESVILLE, PA 15865-1350000

Dear Mr. Dubois:

Per our several conversations regarding Mr. Dennis Doksa and payment towards his back balance dues, I have prepared a letter stating the qualifications that must be met in order for an Offer in Compromise to be considered. This does not guarantee the offer, but without the payments listed below, the Offer received will be returned to you as incomplete and will not be forwarded to the Offer in Compromise specialist's team for consideration.

Make checks payable to the "United States Treasury" and attach to the front of your Form 656, Offer in Compromise. All payments must be in U.S. Dollars, Do not send cash. Send a separate payment for the application fee and the offer amount.

The Offer in Compromise application fee is \$186.00.

The Offer amount that has been discussed is \$95,000.00. Requirements of the Offer in Compromise state that a minimum of 20% of the offer submitted must be attached to the Form 656 upon submission. That amount is \$19,000.00.

Due to the continued failed payment discussion and the facts that there are other parties other than Mr. Doksa providing the funds for this Offer, it is in your best interest to provide the full offer amount of \$95,000.00 with Form 656. If the entire amount of the Offer is not received with the completed F656 attached and the application fee of \$180.00 this offer may not be forwarded. All offers are subject to my approval and my Managers approval prior to this offer being sent to the Offer in Compromise specialist team. Due to the circumstances that have been ongoing on this case for several years, again it is in your best interest to submit the full offer amount and the application fee with your completed and signed Form 656.

Ex. A

If you have any questions or need more information, please contact me at the address or the telephone number listed below:

Internal Revenue Service
220 SOUTH MAIN STREET
201 HOLLY POINTE CENTRE
BUTLER, PA 16001-5987000

Phone#: (724)282-0545 x22
Fax#: (888)271-9428

Sincerely,

**Sherry L
Ivanko**

SHERRY L IVANKO
REVENUE OFFICER
Employee ID#: 1000349444

Digitally signed by Sherry L Ivanko
DN: cn=Sherry L Ivanko,
o=Collection, ou=SB/SE,
email=sherry.livanko@irs.gov, c=US
Date: 2014.06.11 09:22:33 -04'00'


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

DENNIS G. DOKSA.,	:	No. 07-1651-CD
Plaintiff	:	
	:	
Vs.	:	
	:	
RICHARD H. LEWIS, SR. and	:	
SHIRLEY N. LEWIS,	:	
Defendants	:	

CERTIFICATE OF SERVICE

I do hereby certify that on the 27th day of June, 2014, I served a true and correct copy of the within Response To Defendants' Motion To Dismiss Plaintiff's Petition To Enforce Settlement And Petition To Hold Defendants In Contempt by first class mail, postage prepaid, on the following:

Toni M. Cherry, Esquire
PO Box 505
DuBois, PA 15801



Jeffrey S. DuBois, Esquire

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

DENNIS G. DOKSA.,	:	No. 07-1651-CD
	:	
Plaintiff	:	Type of Pleading:
	:	
Vs.	:	
	:	PETITION TO ENFORCE
	:	SETTLEMENT
RICHARD H. LEWIS, SR.	:	
SHIRLEY N. LEWIS,	:	
	:	
Defendants	:	Filed on Behalf of:
	:	PLAINTIFF
	:	
	:	Counsel of Record for This Party:
	:	
	:	Jeffrey S. DuBois, Esquire
	:	Supreme Court No. 62074
	:	210 McCracken Run Road
	:	DuBois, PA 15801
	:	(814) 375-5598

FILED 3CC AA
9/10/14
JUL 02 2014
Du Bois
GK

BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS

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

DENNIS G. DOKSA.,	:	No. 07-1651-CD
Plaintiff	:	
	:	
Vs.	:	
	:	
RICHARD H. LEWIS, SR. and	:	
SHIRLEY N. LEWIS,	:	
Defendants	:	

PETITION TO ENFORCE SETTLEMENT

AND NOW, comes Plaintiff, DENNIS G. DOKSA, by and through his attorney, Jeffrey S. DuBois, Esquire, who files this Petition to Enforce Settlement, and in support thereof avers the following:

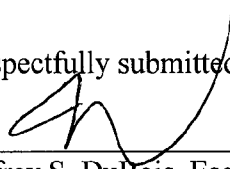
1. Petitioner, Dennis Doksa, has filed numerous Petitions to Enforce Settlement in this case as the Respondents have not complied with the terms set forth in the Agreement of the parties entered into before this Honorable Court, dated January 26, 2010.
2. Specifically, only after several Petitions were filed by Petitioner, and after a year and a half, was it discovered that Respondents had not only not complied with the terms of the Agreement, but in negotiating a tax settlement, only negotiated a tax settlement of behalf of Deborah Doksa, now Deborah Burton, and **not** Petitioner, Dennis Doksa.
3. Such actions by Respondent are incredulous, that they would have the audacity to only do an offer on the name of Deborah Doksa, and state to this Court they are doing it for Dennis Doksa.

4. It has now been over four (4) years, and Respondents have still not complied with the terms of the Agreement, despite counsel for Petitioner filing with this Honorable Court on several occasions.
5. Over the past year, Counsel for Petitioner has been in contact with Sheri Ivanko, IRS Official for the Western Pennsylvania Region, to work out a settlement with respect to the taxes owed by Petitioner and the responsibility of Respondents. See Petitioner's Exhibit A.
6. In those discussions, Counsel for Petitioner and the IRS have come to a tentative Agreement on an Offer and Compromise to settle all taxes.
7. However, with respect to Offers and Compromises submitted to the IRS, IRS Form 656, when the Offer is submitted, a minimum of 20% of the Offer must be included with the Forms, and more preferably, the entire financial amount should be sent in when the Offer and Compromise is submitted.
8. Counsel for Petitioner has relayed this to Counsel for Respondents, that they need to submit monies to the undersigned so he could submit the same with the Offer.
9. Counsel for Respondents has refused to do this, despite the clear rulings from this Court, as well as the January 2010 Agreement.
10. Such actions by Respondents are in direct violation of the Court rulings and the 2010 Agreement, and Respondents should be held in Contempt.
11. Because of the fact this has taken over four (4) years, and several filings by Petitioner, all of which have shown that Respondents have clearly violated and not followed the terms of the Agreement, as a result, Petitioner has expended a large sum in counsel fees. Specifically, Three Thousand Five Hundred (\$3,500.00) dollars.

12. Therefore, Petitioner requests that this Honorable Court not only Order Respondents to submit the amount for an Offer and Compromise, Ninety Five Thousand (\$95,000.00) dollars, but as well as attorney in the amount of Three Thousand Five Hundred (\$3,500.00) dollars.

WHEREFORE, Plaintiff respectfully requests this Honorable Court to enforce the Court Order and order Defendants to pay Plaintiff the amount of Ninety Five Thousand (\$95,000.00) dollars, as well as attorney fees in the amount of Three Thousand Five Hundred (\$3,500.00) dollars.

Respectfully submitted,



Jeffrey S. DuBois, Esquire
Attorney for Plaintiff

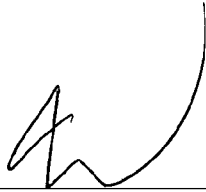
IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION – LAW

DENNIS G. DOKSA.,	:	No. 07-1651-CD
Plaintiff	:	
	:	
Vs.	:	
	:	
RICHARD H. LEWIS, SR. and	:	
SHIRLEY N. LEWIS,	:	
Defendants	:	

CERTIFICATE OF SERVICE

I do hereby certify that on the 1 day of July, 2014, I served a true and correct copy of the within Petition to Enforce Settlement by first class mail, postage prepaid, on the following:

Toni M. Cherry, Esquire
PO Box 505
DuBois, PA 15801



Jeffrey S. DuBois

CA

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

DENNIS G. DOKSA.,

Plaintiff

No. 07-1651-CD

Vs.

RICHARD H. LEWIS, SR. and
SHIRLEY N. LEWIS,

Defendants

FILED 3CC Atty
01/12: 2m DuBou
9 JUL 09 2014

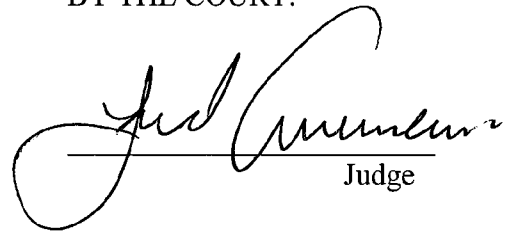
BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS

ORDER

AND NOW, this 3 day of July, 2014, upon consideration
of the Plaintiff's Petition to Enforce Settlement,

IT IS HEREBY ORDERED AND DECREED, that a hearing shall be conducted
in this matter on the 17th day of September, 2014, at 1:30 o'clock P.M.,
at the Clearfield County Courthouse, in Clearfield, Pennsylvania, Courtroom #1.

BY THE COURT:


Judge

CA

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

DENNIS G. DOKSA,
Plaintiff

vs.

RICHARD H. LEWIS, SR. and SHIRLEY N. LEWIS,
Defendants

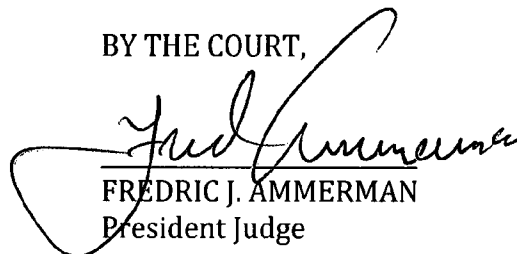
* NO. 2007-1651-CD
*
*
*
*
*

ORDER

NOW, this 19th day of September, 2014, it is the ORDER of this Court that hearing on the Plaintiff's Petition to Enforce Settlement and Defendants' Motion to Dismiss Plaintiff's Petition to Enforce Settlement and Petition to Hold Defendants in Contempt, which were continued from September 17, 2014, be and are hereby rescheduled to the 11th day of February, 2015 at 1:30 p m. in Courtroom No. 1. One-half day has been reserved for this matter.

No further continuances of this matter will be considered or granted. In the event counsel believes any party may not be medically fit to appear before the Court, then that person's deposition should be submitted.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge



9-22-14 10:03 am ICC Attys:
SEP 22 2014 DaBos
T. Cherry

PROCTOR & KENNEDY
PROSECUTOR GENERAL

DATE: 9-22-14

☐ 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

SEP 22 2014

PROTHONOTARY'S OFFICE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DENNIS G. DOKSA,
Plaintiff

vs.

RICHARD H. LEWIS, SR., and
SHIRLEY N. LEWIS,
Defendants

: No. 2007 - 1651 C.D.
:
: Type of Case: CIVIL
:
: Type of Pleading: MOTION FOR
: CONTINUANCE
:
: Filed on Behalf of: RICHARD H. LEWIS, SR.,
: and SHIRLEY N. LEWIS, Defendants
:
: Counsel of Record for these Parties:
:
: TONI M. CHERRY, ESQ.
: Supreme Court No.: 30205
:
: GLEASON, CHERRY AND CHERRY, L.L.P.
: Attorneys at Law
: P. O. Box 505
: One North Franklin Street
: DuBois, PA 15801
:
: (814) 371-5800

FILED acc Atty
09:20am T. Cherry
SEP 22 2014

BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DENNIS G. DOKSA,

Plaintiff

vs.

RICHARD H. LEWIS, SR., and

SHIRLEY N. LEWIS,

Defendants

:
:
:
:
:
:
:
:

No. 2007 - 1651 C.D.

MOTION FOR CONTINUANCE

TO THE HONORABLE FREDERIC J. AMMERMAN, PRESIDENT JUDGE OF SAID COURT:

AND NOW, comes the undersigned, counsel for Defendants, RICHARD H. LEWIS, SR., and SHIRLEY N. LEWIS, and moves Your Honorable Court to continue the hearing scheduled for September 17, 2014, on motions filed by both Plaintiff and Defendants and, in support of which, avers the following:

1. That Defendants have filed a Motion to Dismiss Plaintiff's Petitions to Enforce Settlement and Petitions to Hold Defendants in Contempt scheduled for hearing before Your Honorable Court on September 17, 2014.
2. That Plaintiff's prior Motion to Enforce Settlement and Petition to Hold Defendants in Contempt have also been scheduled to be heard by Your Honorable Court at the same time.
3. That Your Honorable Court has issued an Order directing all of the named parties to be present at the above-scheduled hearing.

4. That Defendants are unable to appear at said time and place due to significant health problems and Defendant husband has been specifically directed not to appear by his treating physician.

5. That in the conversation leading to the filing of this Motion, Plaintiff's counsel revealed to counsel for Defendants that Plaintiff was unable to speak presently because he has suffered well over a dozen strokes and is also unable to appear before Your Honorable Court.

6. That as a result of the current health problems of all of the parties, counsel for Plaintiff and counsel for Defendants agree that it would be unwise to bring the parties for a hearing before Your Honorable Court this afternoon and propose instead to delay the hearing for at least four (4) months to allow the parties to recuperate so that they are well enough to provide testimony to the Court.

7. That while the parties are recuperating, counsel for Plaintiff and counsel for Defendants have resolved that they will cooperate with one another in presenting another offer in compromise on behalf of the Plaintiff to the IRS in the hopes of resolving this matter completely without further proceedings before the Court.

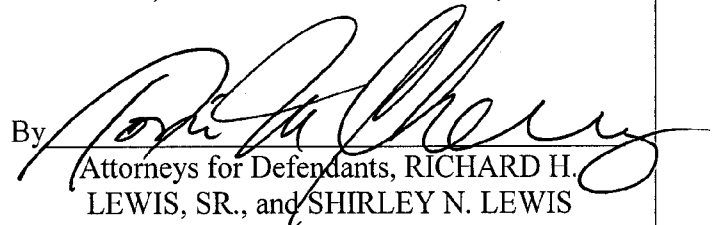
8. That both counsel for Plaintiff and counsel for Defendants believe that a continuance of this afternoon's hearing will not only allow the parties to recuperate from their respective ailments but will also permit sufficient time to work with representatives of the IRS to resolve this matter completely and, as a result, counsel for Plaintiff, Jeffrey S. DuBois, Esq., not only consents to this Motion for Continuance but has authorized counsel for Defendants to advise the Court that he joins in the same.

WHEREFORE, the undersigned respectfully requests Your Honorable Court to

continue the hearing scheduled for this afternoon, September 17, 2014, commencing at 1:30 p.m. to a date and time at least four (4) months from today to allow the health of the parties to improve and to permit counsel for Plaintiff and counsel for Defendants to attempt to resolve this matter directly through the representatives of the IRS who are charged with accepting offers in compromise.

Respectfully submitted,

GLEASON, CHERRY AND CHERRY, L.L.P.

By 
Attorneys for Defendants, RICHARD H.
LEWIS, SR., and SHIRLEY N. LEWIS

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DENNIS G. DOKSA,
Plaintiff

vs.

No. 2007 - 1651 C.D.

RICHARD H. LEWIS, SR., and,
SHIRLEY N. LEWIS,
Defendants

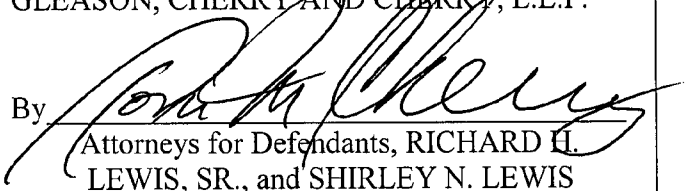
CERTIFICATE OF SERVICE

I hereby certify that on this 17th day of September, 2014, a true and correct copy of Defendants' Motion for Continuance was served upon JEFFREY S. DUBOIS, ESQ., counsel for Plaintiff, by both facsimile transmission and by mailing the same to him by United States First Class Mail, Postage Prepaid, by depositing the same in the United States Post Office at DuBois, Pennsylvania, addressed as follows:

JEFFREY S. DUBOIS, ESQ.
Attorney at Law
210 McCracken Run Road
DuBois, PA 15801
Fax No.: (814) 375-8710

GLEASON, CHERRY AND CHERRY, L.L.P.

By


Attorneys for Defendants, RICHARD H.
LEWIS, SR., and SHIRLEY N. LEWIS

Dated: September 17, 2014

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DENNIS G. DOKSA,
Plaintiff

vs.

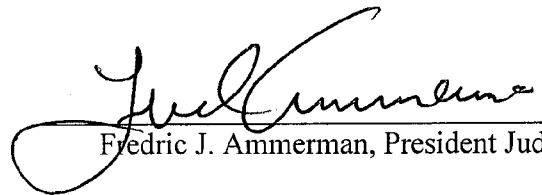
RICHARD H. LEWIS, SR., and,
SHIRLEY N. LEWIS,
Defendants

:
:
:
: No. 2007 - 1651 C.D.
:
:
:
:

ORDER

AND NOW, this 17th day of September, 2014, in consideration of the allegations set forth in the accompanying Motion for Continuance, and upon the consent of counsel for both parties, the hearing scheduled for September 17, 2014, is hereby continued and will be rescheduled to a date at least four (4) months from today's date.

BY THE COURT:


Fredric J. Ammerman, President Judge

4 FILED 2CC ASS
019:20m J. Cherry
SEP 22 2014
BRIAN K. SPEICER
PROTHONOTARY & CLERK OF COURTS

CA

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

DENNIS G. DOKSA

Plaintiff

vs.

RICHARD H. LEWIS, SR. and
SHIRLEY N. LEWIS

Defendants

NO. 2007-1651-CD

ORDER

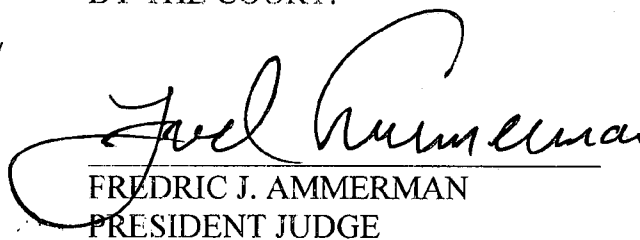
AND NOW, this 10th day of June, 2014, after taking of some testimony regarding Plaintiff's *Petition to Enforce Settlement* in the above captioned case, and upon consideration of Defendant's *Motion to Dismiss Plaintiff's Petitions to Enforce Settlement and Petitions to Hold Defendants in Contempt*, it is the ORDER of this Court that further hearing on said motions shall be and is hereby scheduled for **Wednesday, September 17, 2014, beginning at 1:30 o'clock P.M.** in Courtroom #1, Court of Common Pleas of Clearfield County, Clearfield, Pennsylvania.

One half day has been reserved for this proceeding.

It is the ORDER of this Court that Plaintiff, Defendants, and their respective counsel must be present for this hearing, or suffer contempt sanctions which may include dismissal of parties' petitions / motions.

BY THE COURT:

⁵
FILED 300 D.A.
01/10/44 J. Cherry
JUN 11 2014
BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS


FREDRIC J. AMMERMAN
PRESIDENT JUDGE

DATE: 6-11-14

☒ 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

JUN 11 2014

BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS

1cc AHJ
FILED Dubois,
S FEB 13 2015 2cc AHJ
013:08/LI T.Cheng
BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS

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

DENNIS G. DOKSA

VS.

RICHARD H. LEWIS and

SHIRLEY N. LEWIS

)
)
)
)
)
)
)
)
)
)

NO. 2007-1651-CD

O R D E R

NOW this 11th day of February, 2015, following the taking of testimony in regard to Plaintiff's Petition to Enforce Settlement; Defendants' Motion to Dismiss Plaintiff's Petition to Enforce Settlement; and Plaintiff's Petition to Hold the Defendant in Contempt; the Court noting that the Plaintiff, Dennis Doksa, was not available for this hearing purportedly due to issues of incapacity which were described in a letter made Plaintiff's Exhibit E and admitted with the record.

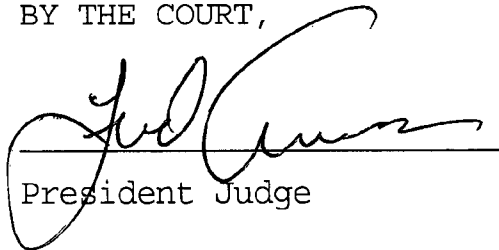
As the medical opinion was given by a Ph.D. and not by a medical doctor, upon request of the Defendants, it is the ORDER of this Court that Plaintiff be evaluated by an appropriate medical doctor concerning his capacity and competency to appear before the Court and provide testimony

in regard to this matter.

Plaintiff shall, through counsel and his Power of Attorney, provide a written detailed and specific report in regard to the issues of incapacity and competency, as well as diagnoses and prognosis, within no more than sixty (60) days from this date. A copy of the report shall be provided to Attorney Toni M. Cherry for the Defendants and Attorney Jeffrey S. DuBois for the Plaintiff.

The Court, in the interim, is leaving the record open for more potential testimony, if possible.

BY THE COURT,

A handwritten signature in dark ink, appearing to read "Judgment", is written over a horizontal line. The signature is fluid and cursive.

President Judge

Keep in file
FJA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DENNIS G. DOKSA,
Plaintiff

vs.

RICHARD H. LEWIS, SR., and
SHIRLEY N. LEWIS,
Defendants

: No. 2007 - 1651 C.D.

: Type of Case: CIVIL

: Type of Pleading: MOTION TO DISMISS
: PLAINTIFF'S PETITIONS TO ENFORCE
: SETTLEMENT AND PETITIONS TO
: HOLD DEFENDANTS IN CONTEMPT

: Filed on Behalf of: RICHARD H. LEWIS, SR.,
: and SHIRLEY N. LEWIS, Defendants

: Counsel of Record for these Parties:

: TONI M. CHERRY, ESQ.
: Supreme Court No.: 30205

: GLEASON, CHERRY AND CHERRY, L.L.P.
: Attorneys at Law
: P. O. Box 505
: One North Franklin Street
: DuBois, PA 15801

: (814) 371-5800

*See page 4
for what the
real problem is.*

$$\begin{array}{r} \$ 150,000.- \\ - 118,878.- \\ \hline \$ 31,122.- \end{array}$$

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

JUN 10 2014

A TRUE COPY
ATTEST: *[Signature]*
PROTHONOTARY-CLERK

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DENNIS G. DOKSA,
Plaintiff

vs.

RICHARD H. LEWIS, SR., and
SHIRLEY N. LEWIS,
Defendants

:
:
:
: No. 2007 - 1651 C.D.
:
:
:

MOTION TO DISMISS PLAINTIFF'S PETITIONS
TO ENFORCE SETTLEMENT AND PETITIONS TO
HOLD DEFENDANTS IN CONTEMPT

TO THE HONORABLE FREDERIC J. AMMERMAN, PRESIDENT JUDGE OF SAID
COURT:

AND NOW, come the Defendants, RICHARD H. LEWIS, SR., and SHIRLEY N.
LEWIS, by and through their attorneys, GLEASON, CHERRY AND CHERRY, L.L.P., and
move Your Honorable Court to dismiss the Petitions to Enforce Settlement and to Hold
Defendants in Contempt filed by Plaintiff and, in support of which, aver the following:

1. That on January 26, 2010, the parties reached a full and complete resolution of the
issues raised in the lawsuit filed by the Plaintiff whereby Defendants would pay Plaintiff the
sum of \$100,000.00 in four equal yearly installments of \$25,000.00 each; would assume sole
responsibility for the payment of the federal taxes assessed against DENNIS G. DOKSA as a
result of the filing of an Amended U.S. Individual Tax Return for each of the years of 2004,
2005 and 2006 with Deborah N. Doksa in the approximate amount of \$150,000.00 and that
Defendants also agree to be responsible for payment of the excess taxes owed to the

Correct

Pennsylvania Department of Revenue arising out of the filing of the Amended Pennsylvania Income Tax Returns for 2004, 2005 and 2006. A true and correct copy of the Order of January 26, 2010, is attached hereto and made a part hereof as Exhibit "A".

NOT Relevant

2. That contemporaneously with the resolution of the instant action, Plaintiff, DENNIS G. DOKSA, resolved his divorce action against the daughter of the parties, Deborah N. Doksa, now known as Deborah N. Burton, whereby he received virtually all of the marital property of the parties. A true and correct copy of the Order in the companion divorce action entered by the Court on January 26, 2010, is attached hereto and made a part hereof as Exhibit "B".

3. That at the time of the resolution as evidenced by the terms of the Order attached hereto as Exhibit "A", the total amount of federal taxes that the Defendants agreed to pay for the years of 2004, 2005 and 2006 was \$150,000.00. *NOT CORRECT ORDER SAYS Approximately*

4. That in furtherance of their obligation to pay said taxes, Defendants did cause their daughter, Deborah N. Doksa, now known as Deborah N. Burton, to prepare and present an Offer in Compromise to the Internal Revenue Service because Defendants were not parties to the filing of the Amended Income Tax Returns and the said Deborah N. Burton did fully comply with the Court's Order and her obligation to pay the taxes owed for the years of 2004, 2005 and 2006.

5. That as a result of the Offer in Compromise made by the said Deborah N. Burton and accepted by the Department of the Treasury, Internal Revenue Service, the \$150,000.00 tax obligation for the years of 2004, 2005 and 2006 was reduced to \$118,878.00. A true and correct copy of the letter accepting the offer is attached hereto and made a part hereof as Exhibit "C".

Ex C includes a receipt that
\$ 94,502.-
was paid to IRS.

★
Question is
whether this
is for all
3 tax
years

This appears to be true. The 3 checks on EX D total This Amt.

6. That Defendants and their daughter did cause the full amount of \$118,878.00 to be paid as evidenced by the copies of checks made payable to the Internal Revenue Service attached hereto and made a part hereof as Exhibit "D".

7. That by October of 2011, the obligation of both Plaintiff and the daughter of the Defendants was resolved provided that Plaintiff and the daughter of Defendants would continue to be current with all filings due to the Internal Revenue Service as evidenced by the letter issued by the Internal Revenue Service attached hereto and made a part hereof as Exhibit "E".

8. That Plaintiff wholly failed to comply with the requirement to file his tax returns currently and, as a result, the Internal Revenue Service commenced collection against Plaintiff for the additional monies owed to the Internal Revenue Service.

9. That as a result of a Petition to Enforce Settlement and a Petition to Hold Defendants in Contempt, the Court directed that Plaintiff execute a Power of Attorney Form 2848 to allow Defendants' counsel to negotiate a resolution on behalf of the Plaintiff with the Internal Revenue Service.

10. That in furtherance of the Court's directive, Defendant's counsel did forward Form 2848 to the Plaintiff, through his counsel, on July 27, 2012, as evidenced by a copy of same attached hereto as Exhibit "F".

11. That while the Plaintiff executed an IRS Form 2848, he wholly failed to complete the other documents necessary for the presentation of an Offer in Compromise when they were delivered to him in May of 2013 as evidenced by the letter of May 10, 2013, which is attached hereto and made a part hereof as Exhibit "G".

Problem is The IRS
apparently accepted The
compromise for Mrs Burton
only - not Mr.
Dale. This is where the problem arises.

12. That despite further directives by the Court and Plaintiff's assurances to the Court that he was cooperating with the Defendants, the Plaintiff wholly failed and/or refused to complete the documents provided by Defendants and continued to advise both the Court and Defendants that no additional Offer in Compromise would be accepted by the Internal Revenue Service.

13. That despite being ordered by the Court to do so, Plaintiff refused to disclose his financial information to the Defendants' counsel so that she could prepare and present an Offer in Compromise as evidenced by correspondence attached hereto as Exhibit "H".

14. That when Plaintiff refused to provide the information, Defendants' counsel suggested that he present his offer directly but he continued to refuse to do so, claiming that no second Offer in Compromise could be submitted.

15. That in February of 2014, Defendants provided Plaintiff with evidence from Mr. Kennedy, the individual with the Internal Revenue Service who was in charge of processing the Offers in Compromise that a second Offer of Compromise would be accepted if the Plaintiff would just complete the forms. A true and correct copy of the correspondence from the Internal Revenue Service sent to Plaintiff along with the letter from Defendant's counsel on February 18, 2014, is attached hereto and made a part hereof as Exhibit "I".

16. That not only has the Plaintiff refused to complete all documents requested of him by Defendants so that they could present his offer and negotiate with the Internal Revenue Service but he has also wholly failed and/or refused to complete the Offer in Compromise on his own and submit it to the Internal Revenue Service despite having assured the Court at the

so when
Toni claims
As paid

\$ 118,000+
That was
for Mrs B
NOT Mr.
Dale.

last status conference that he would do so and as a result, there is currently no Offer in Compromise filed with the Internal Revenue Service and the matter cannot be resolved.

17. That because of Plaintiff's refusal to complete the required documents for the presentation of an Offer in Compromise, his tax obligations continue to mount and the matter cannot be resolved for the amount of money that the Defendants agreed to pay and this is the sole fault of the Plaintiff.

18. That Defendants have complied with all aspects of the Order of January 26, 2010, that was within their power to do and any continuing IRS obligation owed by the Plaintiff is solely the fault of Plaintiff's refusal to execute the forms that were provided to him and to follow the instructions given to him by Defendants years ago.

19. That Plaintiff's current issues with the Internal Revenue Service are not the fault of the Defendants but are solely the fault of the Plaintiff in that he refused to timely file his Income Tax Returns and pay his taxes due for the tax years after 2006 in addition to his refusal to complete a second Offer in Compromise so that his outstanding obligations for the years of 2004 through 2006 could be resolved.

20. That Plaintiff should not be able to continue to hold Defendants hostage when his current problems with the Internal Revenue Service are solely his fault.

WHEREFORE, the undersigned respectfully requests Your Honorable Court to dismiss Plaintiff's Petitions with prejudice and to declare Defendants' obligations under the Order of

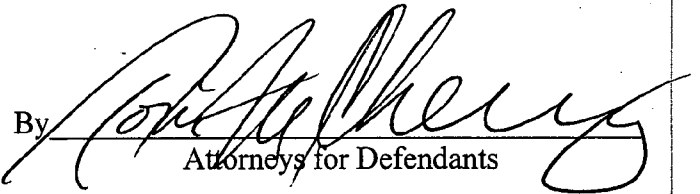
This may be true but
if the IRS says
the compromise
was only for Mrs
B
than nothing
paid for Mr. D.
By refusing to
give IRS info
and not correctly
filing tax returns
(as tax claim)
how much more
does he owe
on 040506
now over
what it would
have been
b/f.

But has Δ paid any thing
toward PL tax debt?

January 26, 2010, fully performed by them.

Respectfully submitted,

GLEASON, CHERRY AND CHERRY, L.L.P.

By 
Attorneys for Defendants

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

DENNIS G. DOKSA

VS.

RICHARD H. LEWIS and
SHIRLEY N. LEWIS

NO. 07-1651-CD

O R D E R

AND NOW this 26th day of January, 2010, this being the date scheduled for hearing in the above-captioned case; and the parties having reached a full and complete resolution of all matters raised in the pleadings without the need for litigation before the court and desiring that their agreement be entered as an Order of Court, it is hereby ORDERED AND DECREED:

1. Richard H. Lewis and Shirley N. Lewis shall pay to Dennis G. Doksa the sum of One Hundred Thousand (\$100,000) Dollars, payable in four (4) equal yearly payments of Twenty-five Thousand (\$25,000) Dollars each. The first payment is due no later than the 1st day of June, 2010, with the three (3) remaining payments being due and payable no later than the 1st day of June for the next three (3)

EXHIBIT "A"

succeeding years thereafter.

2. Richard H. Lewis and Shirley N. Lewis shall assume sole responsibility for payment of the federal taxes/Internal Revenue Service lien against Dennis G. Doksa, resulting from or arising out of the filing of Amended U.S. Individual Income Tax Returns with Deborah N. Doksa for the years of 2004, 2005 and 2006, in the approximate amount of One Hundred Fifty Thousand (\$150,000) Dollars, and will hold Dennis G. Doksa harmless from any liability for payment thereon.

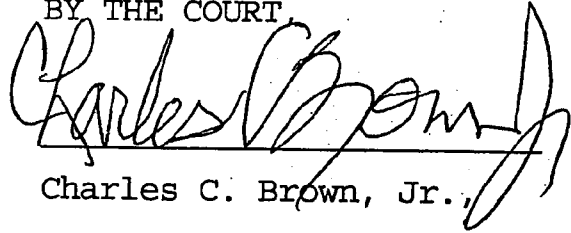
3. Richard H. Lewis and Shirley N. Lewis shall assume sole responsibility for payment of the lien filed for state taxes by the Pennsylvania Department of Revenue against Dennis G. Doksa arising out of Amended Pennsylvania Income Tax Returns filed on behalf of Dennis G. Doksa for the years of 2004, 2005 and 2006.

4. Dennis G. Doksa hereby waives any and all claims he may have, either now, in the past, or at any time in the future, in the business known as Debi's Dairy Queen, or in any of the real estate upon which said Dairy Queen is located, or in any other property owned by Richard H. Lewis and Shirley N. Lewis, and he will cause the action filed by him to the above-captioned term and number to be marked settled, discontinued and ended, with prejudice, immediately upon issuance of this Order.

5. Richard H. Lewis and Shirley N. Lewis hereby waive the counterclaim raised by them in this case against Dennis G. Doksa, and will cause their counterclaim to be marked settled, discontinued and ended, with prejudice, immediately upon issuance of this Order.

6. Each party will be solely responsible for his/her own court costs and his/her own attorney's fees.

BY THE COURT



Charles C. Brown, Jr.,

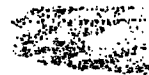
Senior Judge

Specially Presiding

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

JAN 28 2010

Attest,




Prothonotary/
Clerk of Courts

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

JAN 28 2010

Attest.

William
Prothol
Clerk of

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

DEBORAH N. DOKSA

VS.

DENNIS G. DOKSA

NO. 07-1131-CD

O R D E R

AND NOW this 26th day of January, 2010, the parties to this divorce action having reached an agreement resolving all economic claims raised by either of them in the pleadings filed to the above-captioned term and number and desiring that their agreement be and entered as an Order of Court, it is hereby ORDERED AND DECREED:

1. Deborah N. Doksa shall execute a deed conveying all of her right, title and interest in the real estate described as a barn located on approximately one hundred fifty (150) acres in Brady Township, Clearfield County, Pennsylvania, to Dennis G. Doksa. It is the distinct

EXHIBIT "B"

understanding of the parties that all of the property referred to by both of them as the "farm" shall become the sole possession of Dennis G. Doksa, to which Deborah N. Doksa will make no further claim.

2. Dennis G. Doksa shall become sole owner of all of the household goods, furnishings and farm equipment located in, on or upon said premises, to which Deborah N. Doksa shall make no claim.

3. Dennis G. Doksa shall become sole owner of the 2001 Dodge truck titled in his name alone, valued at approximately Fifteen Thousand (\$15,000) Dollars.

4. Dennis G. Doksa shall become the sole owner of the increase in value during the marriage of his nonmarital property consisting of an apartment building located in Falls Creek, to which Deborah N. Doksa will make no claim.

5. Deborah N. Doksa shall become the sole owner of all household goods, furnishings and equipment presently in her possession free and clear of any claim for any distribution thereof from Dennis G. Doksa.

6. Deborah N. Doksa shall become the sole owner of the vehicle titled in her name at time of separation, or the net proceeds from the trade-in of that vehicle for the current Ford Expedition that she possesses.

7. Each party will become the sole owner of

any and all retirement/IRA accounts in his/her individual name, to which the other will make no claim.

8. Each party will become sole owner of any bank accounts or other investment accounts titled in the name of that party, or in the sole possession of that party, to which the other party will make no claim.

9. Should it be necessary for either party to execute any documents to transfer sole ownership into the name of the person having physical possession of a particular asset, that party will immediately execute whatever documents are necessary upon being requested to do so.

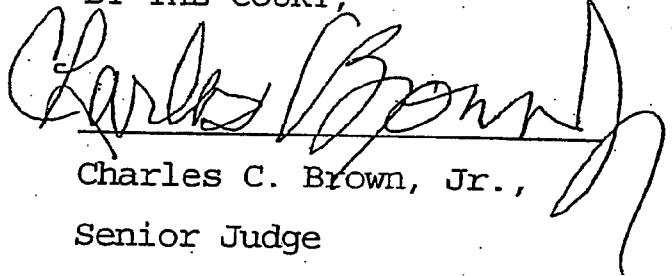
10. Each party waives any claim to alimony pendente lite or permanent alimony against the other.

11. Each party shall be solely responsible for the payment of any and all counsel fees or costs incurred by that individual party in the litigation of this divorce action, and waives any claim for reimbursement or contribution from the other toward the payment of those fees or costs.

12. The parties acknowledge they have been separated for well over two (2) years and their marriage is irretrievably broken, and will execute whatever documents are necessary to proceed immediately to praecipe for the transmitting of the record so that a final divorce decree can be issued.

13. The said Deborah N. Doksa is one and the same person as Deborah N. Burton.

BY THE COURT,

A handwritten signature in cursive script, appearing to read "Charles C. Brown, Jr.", written over a horizontal line.

Charles C. Brown, Jr.,

Senior Judge

Specially Presiding

NO obvious reference to Mr. Dolsa

Department of the Treasury

INTERNAL REVENUE SERVICE
OIC
PO BOX 24015
FRESNO, CA 93779-4015

Date of this Letter: NOV 02 2011

Person to Contact:
Mrs. McBride
Employee #: 0178441
Phone#: (631) 687-1547 EXT.

Taxpayer ID#: 161-46-0625
Offer Number: 1000866249

DEBORAH N BURTON
2933 BLINKER PKWY
DU BOIS, PA 15801-5321

Dear Deborah N. Burton,

We received a letter from your representative dated 10/17/2011 indicating the payment of \$94,502.00 was the final payment for your Offer in Compromise. The terms of your Offer in Compromise were : \$118,878.00 to be paid as follows; \$23,776.00 with the amended Form 656 and the balance of \$95,102.00 within 90 days of acceptance.

As of today, your offer balance is \$600.00 which was due on 10/10/2011. We are attaching a statement of your account.

If you write, please include your telephone number, the hours we can reach you, and a copy of this letter. Keep a copy of this letter for your records. We've enclosed an envelope for your convenience.

If you have any questions, please contact the person whose name and telephone number are shown in the upper right hand corner of this letter.

Sincerely,



MRS. MCBRIDE
TAX EXAMINING TECHNICIAN

Enclosure: Envelope
cc: POA

SB Letter 2908(SC/CG) (1-2000)

EXHIBIT "C"

Journal Payment Listing
Offer Number: 1000866249
Run Date: Wed Nov 02, 2011

Offer Amount: 118,878.00
Pre-Accepted Amount: - 23,776.00
Accrd Amount: + 0.00
Amts Received: - 94,502.00
Offer Balance: = 600.00

Acceptance Date: 07/12/2011

Payments Received/Reversed:

Action Number	Action Date	IRS Rcvd Date	Amount	Pymt Code	Check Number
1	10/27/2011	10/19/2011	94,502.00	0	IDRS

DEBORAH N. BURTON
2933 BLINKER PKY.
DUBOIS, PA 15801-5321

60-685²¹
433
3001529753

1372

DATE August 11, 2010

PAY TO THE ORDER OF Department of the Treasury - IRS

\$ 10,000.00

Ten Thousand and 00/100-----DOLLARS

ST Bank MEMBER FDIC
1-800-325-BANK
www.stbank.com

MEMO SSN: 161-46-0625

America's Choice Account

Deborah Burton

⑆043306855⑆ 3001529753⑆ 1372

DEBORAH N. BURTON
2933 BLINKER PKY.
DUBOIS, PA 15801-5321

60-685²¹
433

1473

DATE June 14, 2011

PAY TO THE ORDER OF Department of the Treasury

\$ 13,776.00

Thirteen thousand seven hundred seventy six and 00/100-----DOLLARS

ST Bank 800.325.BANK
stbank.com
MEMBER FDIC

MEMO

America's Choice Account

Deborah N. Burton

⑆043306855⑆ 3001529753⑆ 1473

offer # 1000866249

DEBORAH N. BURTON
2933 BLINKER PKY.
DUBOIS, PA 15801-5321

60-685²¹
433

1559

DATE Oct 17, 2011

PAY TO THE ORDER OF Department of the Treasury

\$ 94503.00

Ninety four thousand five hundred three and 00/100-----DOLLARS

ST Bank 800.325.BANK
stbank.com
MEMBER FDIC

MEMO offer # 1000866249

America's Choice Account

Deborah Burton

⑆043306855⑆ 3001529753⑆ 1559

EXHIBIT "D"

All language is singular. NO
Reference to Mr. Doka.

Department of the Treasury

INTERNAL REVENUE SERVICE
2888 WOODCOCK BLVD
STOP 313-D
ATLANTA, GA 30341

Date of this Letter: JUL 12 2011

Person to Contact:
P. Schiavo
Employee #: 0096012
Phone#: (631) 447-4018 EXT.
08:00am-08:00pm Mon-Fri

Taxpayer ID#: 161-46-0625
Offer Number: 1000866249

DEBORAH N BURTON
2933 BLINKER PKWY
DU BOIS, PA 15801-5321-33

Dear Deborah N. Burton,

We have accepted your offer in compromise signed and dated by you on 06/06/2011. The date of acceptance is the date of this letter and our acceptance is subject to the terms and conditions on the enclosed Form 656, Offer in Compromise.

We have applied a total of \$10,000.00 as payments toward your accepted offered amount. The last payment received was for \$10,000.00 received on 09/02/2010.

Please note that the conditions of the offer require you to file and pay all required taxes for five tax years or the period of time payments are being made on the offer, whichever is longer. This will begin on the date shown in the upper right hand corner of this letter. ★

Additionally, please remember that the conditions of the offer include the provision that as additional consideration for the offer, we will retain any refunds or credits that you may be entitled to receive for 2011 or for earlier tax years. This includes refunds you receive in 2012 for any overpayments you made toward tax year 2011 or toward earlier tax years. These refunds or credits will be applied to your liability, not to your accepted offer amount. If a Notice of Federal Tax Lien was filed on your account, it will be released when the offer amount is paid in full. If the final payment is by credit or debit card, the Notice of Federal Tax Lien will not be released for up to 120 days from the date of the credit/debit payment.

If you are required to make any payments under this agreement, make your check or money order payable to the United States Treasury and send it to:

Internal Revenue Service
P.O. Box 24015
Fresno, CA 93779

continued on next page

EXHIBIT "E"

Please send all other correspondence to:

Internal Revenue Service
PO Box 9006
Holtsville, NY 11742-9006

*Refers to
Spouse. This may be
Boilerplate language*

You must promptly notify the Internal Revenue Service of any change in your address or marital status. This will ensure we have the proper address to advise you of the status of your offer.

If you have submitted a joint offer with your spouse or former spouse and you personally are meeting or have met all the conditions of your offer agreement, but your spouse or former spouse fails to adhere to the conditions of the offer agreement, your offer agreement will not be defaulted.

If you fail to meet any of the terms and conditions of the offer, the Internal Revenue Service will issue a notice to default the agreement. If the offer is defaulted, the original tax including all penalties and interest will be due. After issuance of the notice the Internal Revenue Service may:

- Immediately file suit to collect the entire unpaid balance of the offer.
- Immediately file suit to collect an amount equal to the original amount of the tax liability as liquidating damages, minus any payments already received under the terms of this offer.
- Disregard the amount of the offer and apply all amounts already paid under the offer against the original amount of the tax liability.
- File suit or levy to collect the original amount of the tax liability.

If you have any questions, please contact the person whose name and telephone number are shown in the upper right hand corner of this letter.

Sincerely,

Nancy Fueston

Nancy Fueston
Group Manager

Enclosure
cc:POA

SB Letter 673 (AOIC) (1-2007)

LAW OFFICES
GLEASON, CHERRY AND CHERRY, L.L.P.
P. O. Box 505
DuBois, Pennsylvania 15801-0505
ONE NORTH FRANKLIN STREET

TONI M. CHERRY
PAULA M. CHERRY
EDWARD V. CHERRY
1950-1990
JAMES A. GLEASON
1946-1975

AREA CODE 814
371-5800
FAX NUMBER
(814) 371-0936

**VIA FACSIMILE TRANSMISSION AS WELL AS
UNITED STATES FIRST CLASS MAIL**

July 27, 2012

Jeffrey S. DuBois, Esq.
Attorney at Law
210 McCracken Run Road
DuBois, PA 15801

RE: Doksa vs. Lewis

Dear Jeff:

We are enclosing herewith IRS Form 2848 as well as the instructions for completing the same revised as of March of 2012. Please refer to the very first paragraph under General Instructions and you will see that joint filers are required to file separate Powers of Attorney to permit the IRS to discuss matters with the designated representative. To the best of my knowledge, Mr. Doksa has never attempted to resolve his tax matter for the years of 2004, 2005 and 2006 with the IRS. Until he does that, there is nothing more my clients can do.

I have reviewed the Order issued by the Court on January 26, 2010, detailing the settlement reached between the parties. Mr. and Mrs. Lewis have faithfully performed all that they were required to perform under the terms of that Order. Specifically, they have made all payments on the \$100,000.00 settlement amount they were required to pay to date. There are no unpaid installments of the \$100,000.00 payment.

Paragraph 2 of the Court Order obligated Mr. and Mrs. Lewis to assume sole responsibility for payment of the federal taxes owed by Mr. Doksa arising out of the filing of the Amended US Individual Income Tax Returns with Deborah N. Doksa for the tax years of 2004, 2005 and 2006. Deborah Burton negotiated in earnest with the Internal Revenue Service and a Full Compromise and Release Agreement was signed. Your client made no effort to engage in any negotiations with the Internal Revenue Service on his behalf. Mr. and Mrs. Lewis are only required to pay the lien which they believe they have done in full. They are not required to negotiate with the IRS and, in fact, cannot since they are not the taxpayer. Your client has taken absolutely no responsibility to resolve the claims of the IRS against him. Until and unless he does that, there is nothing that Mr. and Mrs. Lewis can do.

If your client is now being pursued by the Internal Revenue Service after Ms. Burton was advised that the Internal Revenue Service had accepted the payments made by Mr. and Mrs. Lewis in Full Compromise and Settlement of the entire amount owed for 2004, 2005 and 2006, we question whether Mr. Doksa has properly filed returns for all years after 2006 and paid all of his income tax liability for those subsequent years. If he has not, he has caused the IRS not to honor the Compromise and Settlement Agreement that we were able to secure from the Internal Revenue Service. As you must know, parties reaching a Compromise and Release Agreement must remain current with the filing of income taxes and the payment of their tax liabilities for five years after the settlement.

EXHIBIT "F"

CORRECT

1. If a spouse claims he or she signed the joint tax return under duress or was coerced into signing it, the election to file a joint return may be invalid. In that case, the issue of relief from joint and several liability is not applicable. However, the Cincinnati Centralized Innocent Spouse Operation (CCISO) should work the duress issue along with the Form 8857, *Request for Innocent Spouse Relief*. If only one spouse signs the return, see IRM 25.15.1.2.9, *Joint Assessment/One Signature*. To establish a return was signed under duress, the taxpayer must demonstrate:

- A. the taxpayer was unable to resist demands to sign the return; and

- B. the taxpayer would not have signed the return except for the constraint applied by the other party. See, e.g. *Stanley v. Commissioner*, 45 T.C. 555 (1966); *Brown v. Commissioner*, 51 T.C. 118 (1968).

2. A signature made involuntarily or under duress is not a valid signature. Therefore, the election to file a joint return is not valid.
3. The individual claiming duress is not jointly or severally liable for liabilities arising from such a return if the return was indeed signed under duress.
4. The account should be adjusted to reflect a married filing separate return being filed by both spouses.
5. A married filing separate tax return may need to be secured from the spouse claiming to have signed under duress if a return is required for the period or if the taxpayer may have been entitled to a refund.

Note:

There are certain credits not available when spouses file separate returns.

6. A requesting spouse (RS) who raises the issue of duress and later determines he or she would owe more tax if he or she filed separately, may choose not to pursue the issue of duress.

Note:

Line 12 of the Form 8857 asks the RS whether the return was signed under duress.

7. The determination of whether or not an income tax return was jointly filed presents a question of fact. The resolution of the factual issue should focus on the intention of the parties or taxpayers for the return in question. For a discussion of the factors to consider when making the determination, reference can be made to *United States v. Kramer*, 1983 U.S. Dist. LEXIS 15951, 1983 WL 1628, 52 A.F.T.R.2d 83 5630, (D. Md.1983) and the cases cited therein.

25.15.1.2.4 (02-26-2013) Forged Signatures

1. When a spouse establishes his or her signature on a joint return was forged and there was no tacit (implied) consent to the return as filed, the joint election is invalid. Again, the relief from joint and several liability provisions do not apply. See IRM 25.15.7.10.13.5.1, *Tacit Consent Factors*.
2. The individual claiming his or her signature was forged is not jointly or severally liable for liabilities arising from such a return if the signature was indeed forged. However, CCISO should work the forged signature issue, along with the Form 8857, *Request for Innocent Spouse Relief*.

Note:

Line 12 of the Form 8857 asks the RS whether the signature was forged.

3. The account should be adjusted to reflect a married filing separate return and the liability associated with the other spouse only.
4. A married filing separate tax return may need to be secured from the spouse claiming forgery if a return is required for the period, or if the taxpayer may have been entitled to a refund.

Note:

There are certain credits not available when spouses file separate returns.

5. A RS who raises the issue of forgery and later determines he or she would owe more tax if he or she filed separately, may choose not to pursue the issue of forgery.
6. In situations where the spouse claiming forgery failed to file despite having a filing requirement, the circumstances surrounding the alleged forgery should be investigated. An interview with the other spouse should be considered when developing the tacit consent issue.
7. Consider referring the individual who forged the signature and any other individual associated with the forgery to the Criminal Investigation Division.

25.15.1.2.5 (02-26-2013) Injured Spouse Claims

1. IRC 6402(a), (c), (d), and (e) permit the IRS to apply a taxpayer's overpayment to any outstanding Federal tax, past-due child support, Federal agency debt, or past-due State income tax obligation, prior to crediting the overpayment to a future tax or making a refund. This application of a tax overpayment is called a refund offset.
2. A spouse may file an Injured Spouse claim on Form 8379, *Injured Spouse Allocation*, to recover part or all of a joint refund transferred to pay the separate liabilities of the other spouse.
3. Where a taxpayer is making an Injured Spouse claim but mistakenly uses Form 8857, *Request for Innocent Spouse Relief*, advise the taxpayer of the difference and mail Letter 3657C along with Form 8379.
4. Refer to IRM 21.4.6, *Refund Offset*, for additional information on injured spouse procedures and the refund offset program.

25.15.1.2.6 (02-26-2013) Fraud Penalty

1. IRC 6663(c) provides that in the case of a joint return, the imposition of the fraud penalty shall not apply to a spouse, unless some part of the underpayment is due to the fraud of such spouse.
2. Where the fraud penalty is assessed against a spouse without appropriate development and explanation, that spouse should be relieved of such assessment pursuant to IRC

6663(c) and not IRC 6015. IRC 6015 does not provide for relief from penalties and interest separate from tax.

25.15.1.2.7 (03-21-2008)
Offer in Compromise (OIC)

1. A taxpayer may file an offer to compromise his or her outstanding tax liability for a lesser amount where the taxpayer's assets and income are insufficient to pay the full amount, where there is doubt as to the taxpayer's liability, or where due to exceptional circumstances, requiring full payment of the tax would cause an economic hardship or be unfair and inequitable.
2. An accepted OIC conclusively settles the taxpayer's liability specified in the offer. See Treas. Reg. § 301.7122-1(e)(5). Once an OIC is accepted, the taxpayer may not contest the amount of the liability. Therefore, a taxpayer with an accepted OIC cannot file a claim for relief from any liability covered by the OIC. This is true even if the taxpayer later defaults on the accepted OIC.
3. If a spouse requesting relief from joint and several liability was not a party to the other spouse's accepted offer in compromise, then that spouse may file a claim for relief from liability.
4. If there is a pending OIC (Integrated Data Retrieval System (IDRS) Transaction Code (TC) 480), advise the taxpayer of the consequences if the OIC is accepted. For example, the acceptance of an OIC precludes the taxpayer from subsequently being considered for relief from joint and several liability for the same tax period.
5. If relief from joint and several liability is the only issue present in an OIC (i.e., the taxpayer submits a doubt as to the liability offer), suggest the taxpayer withdraw the offer and file Form 8857, *Request for Innocent Spouse Relief*. If the taxpayer does not withdraw the OIC, process the OIC pursuant to the procedures in IRM 25.15.6.6, *Requests as Part of an Offer in Compromise*. The taxpayer may submit another OIC if relief is not granted through the innocent spouse provisions.

25.15.1.2.8 (07-17-2009)
Tax Equity and Fiscal Responsibility Act (TEFRA) Settlement Agreements

1. Generally, a RS is not entitled to relief for any liability determined by a closing agreement. An exception to this rule is a settlement agreement under IRC 6224(c) entered into while the RS was a party to a pending TEFRA partnership proceeding with respect to partnership items, or penalties, additions to tax, additional amounts and interest related to adjustments to partnership items under the unified partnership audit and litigation procedures for IRC 6221 through IRC 6234 TEFRA. See Treas. Reg. § 1.6015-1(c)(2).
2. This exception does not apply to:
 1. A settlement agreement under IRC 6224(c) entered into while the RS was not a party to a pending TEFRA partnership proceeding. For example, when a partner files a bankruptcy petition, he or she ceases to be a party to a pending TEFRA partnership proceeding and partnership items convert to non-partnership items.
 2. Non-partnership items. If the settlement agreement referenced above includes both partnership items (including affected items) and non-partnership items, the RS is not entitled to relief for the portion of the liability relating to the non-partnership items.
 3. Affected items. See Treas. Reg. § 1.6015-1(c)(2) and Treas. Reg. § 1.6015-1(c)(3) for examples.

25.15.1.2.9 (02-26-2013)
Joint Assessment/One Signature

1. A deficiency assessed on a joint account based on the signature of only one spouse is generally not a valid assessment with respect to the non-signing spouse. This also applies if the spouse did not sign an amended return. There can be a binding joint return even if one spouse failed to sign the return, if the parties intended to file a joint return. Thus, one must examine the parties' intentions to ascertain whether the absence of one signature invalidated the return. See *Federbush v. Commissioner*, 34 T.C. 740 (1960), *aff'd*, 325 F.2d 1 (2d Cir.1963).
2. If an invalid assessment was made against a non-signing spouse, the IRS may not be able to assess the proper amount against the non-signing spouse because the statute of limitations may have expired. See IRM 25.15.7.10.13.3, *Barred Statute One Signature (BSOS)*.

25.15.1.3 (03-21-2008)
Reserved

1. Reserved.

25.15.1.4 (03-04-2012)
Restructuring and Reform Act of 1998 (RRA 98)

1. RRA 98 substantially expanded the relief from joint and several liability with the enactment of IRC 6015 (RRA 98 § 3201(a)).

25.15.1.4.1 (03-04-2012)
IRC 6015

1. IRC 6015 allows for three types of relief:
 - A. Innocent Spouse Relief — IRC 6015(b);
 - B. Election to Allocate a Deficiency — IRC 6015(c); and
 - C. Equitable Relief — IRC 6015(f).
2. See IRM 25.15.3, *Technical Provisions of IRC 6015*, for more details.
3. See IRM 25.15.5, *Relief from Community Property Laws/Community Property States*, for details on the IRC 6015 relief provisions.

25.15.1.4.2 (02-26-2013)
IRC 6015 Effective Date

1. IRC 6015 is effective for:

- Unpaid balances as of July 22, 1998; and
- Liabilities arising after July 22, 1998.

2. In determining the amount unpaid as of July 22, 1998, use the date (cycle date) of payment when such payment was applied to the account.

Example:

John and Mary Doe had an outstanding balance on their jointly filed 1995 tax return when they timely filed their 1997 tax return, in August of 1998 with a valid extension, it showed an overpayment of \$3,000. The IRS applied the \$3,000 overpayment to pay the 1995 liability pursuant to IRC 6402. The 1997 overpayment satisfied the 1995 tax liability in full. The taxpayer now requests relief under IRC 6015 with respect to the \$3,000 overpayment from 1997 that was applied toward the 1995 liability. In these circumstances, the date the tax liability was paid is the date that the Service credited the 1997 overpayment to the 1995 liability. Because the taxpayer did not file the 1997 return until August of 1998, a refund offset could not have been scheduled to transfer to the 1995 module until some time after August. Thus, an unpaid balance existed on July 22, 1998.

**25.15.1.5 (03-04-2012)
Limited Scope Decision Tool (LSDT)**

1. The Limited Scope Decision Tool (LSDT) is no longer valid.

**25.15.1.6 (02-28-2013)
Form 8857, Request for Innocent Spouse Relief**

1. Taxpayers may request relief from joint and several liability on Form 8857, *Request for Innocent Spouse Relief*, or a similar statement containing the same information signed under penalties of perjury.

Note:

A representative, authorized by a properly completed Form 2848, *Power of Attorney and Declaration of Representative*, may sign Form 8857 on behalf of a RS.

2. One Form 8857 (revised September 2010) may be used to request relief for three years. Prior revisions of Form 8857 or a statement may be used to request relief for multiple years if the information necessary to make a determination is substantially the same. Taxpayers must file separate forms if they seek relief for more than three years, unless all of the information is the same for all years.

**25.15.1.6.1 (03-21-2008)
Routing of Form 8857**

1. Any office receiving a Form 8857, *Request for Innocent Spouse Relief*, that does not have an open exam or an assigned Status 28 collection case for the RS should date stamp and immediately (within 10 business days) mail the form to:
IRS
Stop 840F
PO Box 120053
Covington, KY 41012

**25.15.1.6.2 (02-26-2013)
Time Period for Making the Request**

1. Taxpayers seeking relief under IRC 6015(b) and IRC 6015(c) must file a request no later than 2 years from the first collection activity occurring after July 22, 1998, against the RS. See IRC 6015(b)(1)(E) and IRC 6015(c)(3)(B). See IRM 25.15.3.4.4, *Collection Activity*, for a definition of "collection activity." For claims filed under IRC 6015(f), the claim is timely as long as the refund statute or collection statute is open.
2. Requests for relief in the form of a refund must also be filed within the normal time frame for filing a claim for refund, which is the refund statute expiration date (RSED). In order to be timely, a claim must be filed within the later of:
 - 2 years from the date of payment, or
 - 3 years from the date the return is filed.
3. Refunds are not permitted under IRC 6015(c). Refunds are permitted under IRC 6015(b) and IRC 6015(f) as long as the RS made payments and the requirements of IRC 6511 have been met.

Note:

Question 2 of Form 8857, *Request for Innocent Spouse Relief*, will be considered in determining if the RS wants payments (e.g., TC 610, TC 670, etc.) refunded. When a RS's overpayment was offset to the year for which he/she is requesting relief, assume he/she wants a refund of the offset.

**25.15.1.7 (03-04-2012)
Prohibition Against Collection Actions**

1. The IRS is prohibited from taking certain collection actions against a RS, from the time the claim is filed under IRC 6015(b), IRC 6015(c), or IRC 6015(f).
 - A. the taxpayer signs a waiver of the restrictions (Form 870-IS, *Waiver of Collection Restrictions in Innocent Spouse Cases*),
 - B. the 90 day period for petitioning the Tax Court expires, or
 - C. if a Tax Court petition is filed, until the Tax Court decision becomes final. IRC 6015(e)(1)(B).

Notwithstanding these rules, if the RS appeals the Tax Court decision, the Service may resume the collection of the liability from the RS on the date the RS files the notice of appeal, unless the RS files an appeal bond pursuant to IRC 7485.

Note:

Because the RS may be denied a refund of amounts collected during the pendency of the appeal, the Service has made a policy decision not to begin collection after a notice of appeal has been filed unless the expiration of the collection statute or collection will be jeopardized by the delay.

2. However, collection actions against the non-requesting spouse (NRS) during this period are not prohibited and should continue.

25.15.1.8 (02-28-2013) Statute of Limitations on Collection

1. Under IRC 6015(e)(2), the collection statute expiration date (CSED) is suspended for the period for which the Service is prohibited from taking certain collection actions (see IRM 25.15.3.4.5, *Prohibited Collection Actions*), plus an additional 60 days. Generally, under current law, the Service is prohibited from collection and the CSED is suspended from the filing of the claim for relief (Form 8857) until the earlier of:
 - A. a waiver is filed (Form 870-IS, *Waiver of Collection Restrictions in Innocent Spouse Cases*);
 - B. the expiration of the 90-day period for filing a Tax Court petition, or
 - C. if a Tax Court petition is filed, until date a Tax Court decision becomes final.
2. Because of the amendment to IRC 6015(e) and the revision to Form 8857, treat any claim for relief filed on or after December 20, 2008, as suspending the CSED from the date the claim was received, no matter which revision of Form 8857 is used by the RS. Likewise, consider the RS's claim for relief under all subsections of IRC 6015 no matter which revision of Form 8857 is used by the RS.
3. For claims for relief filed before December 20, 2008, for which the RS only requested relief under IRC 6015(f), the prohibition on collection and suspension of the CSED started on December 20, 2008, and not on the date the claim for relief was received. If the claim for relief filed before December 20, 2008, also included an election under IRC 6015(b) or IRC 6015(c), then the prohibition on collection and suspension of the CSED do begin on the date the claim for relief was received.
4. See IRM 25.15.2.4.2, *Innocent Spouse Indicator Transaction Code (TC) 971/972*, for rules for inputting TC 971/972 codes that control the prohibition on collection and the CSED.

25.15.1.9 (02-28-2013) Notification Requirement

1. RRA 98 Section 3501 requires IRS to notify all joint return filers of their rights to relief from joint and several liability in all appropriate publications. See Publication 1, *Your Rights as a Taxpayer*, Publication 971, *Innocent Spouse Relief*, and Publication 594, *The IRS Collection Process*, and Form 1040 series instructions.
2. Discuss joint and several liability, as well as the availability of innocent spouse relief, during the first contact with taxpayers who might qualify. Document this discussion on Form 9984, *Examining Officer's Activity Record*, or other approved activity record used by your function.
3. RRA 98 Section 3201(d) requires IRS, whenever practicable, to send any notice related to a joint return separately to each individual filing a joint return.

25.15.1.9.1 (02-28-2013) Power of Attorney (POA)

1. If there is a power of attorney (POA) on file, (check IDRS Command Code (CC) CFINK) all required contact must be made with the POA and the taxpayer.
2. If in doubt as to whether the POA is still valid, contact the representative or RS. Restrict communication to obtaining information necessary to determine the validity of the POA. If uncertainty involves a dispute between or among recognized representatives of a taxpayer, follow Treas. Reg. § 601.508 (IRC 601.508 as reprinted in Pub. 216).

25.15.1.9.2 (02-28-2013) Disclosure Rules

1. IRC 6103(e)(1)(B) permits disclosure of a joint return, when requested in writing, to either spouse or authorized representative.
2. IRC 6103(e)(7) permits anyone who is authorized to receive a return to also receive return information related to the return without written request under IRC 6103(e)(1)(B) if the disclosure would not seriously impair Federal tax administration.
3. IRC 6103(e)(8) provides for disclosures pertaining to deficiencies assessed with respect to persons who have filed jointly but are no longer married or no longer reside in the same household. IRC 6103(e)(8) provides that, upon written request, certain limited information regarding one spouse must be disclosed to the other spouse, in writing, relative to tax deficiencies with respect to a jointly filed return.
A written request, submitted by the taxpayer or the taxpayer's authorized representative, is required if the taxpayer desires a written response pursuant to IRC 6103(e)(8). The information provided under IRC 6103(e)(8) may also be provided under IRC 6103(e)(1)(B) in conjunction with IRC 6103(e)(7) without a written request. Pursuant to IRC 6103(e)(8), the following information must be disclosed in writing, upon written request of the taxpayer or the taxpayer's authorized representative:
 - Whether the IRS has attempted to collect the deficiency from the other spouse;
 - The amount, if any, collected from the other spouse;
 - The current collection status (e.g., balance due, installment agreement, suspended); and
 - The reason for any suspension, if applicable (e.g., unable to locate, hardship).

Note:

Disclosure must be limited to the specific tax period associated with the requestor's joint deficiency.

4. Do not disclose the following information:

- The other spouse's new last name, location, or telephone number;
- Any information about the other spouse's employment income or assets; or
- The income level at which a suspended account will be reactivated.

5. Requests for information concerning divorced or separated spouses beyond that provided for in IRC 6103(e)(8) should be referred to the Disclosure Office. In an appropriate case the taxpayer or the taxpayer's authorized representative may be instructed to make a Freedom of Information Act request.

25.15.1.10 (03-21-2008)

Administrative and Tax Court Review of Relief Determination

1. The administrative appeal rights and Tax Court review of a relief determination is described below.

25.15.1.10.1 (02-26-2013)

Appeals Division

1. In general, if relief is denied in whole or in part, the RS may appeal that determination to the IRS Appeals Division.
2. If relief is granted in whole or part, the NRS may appeal that determination to the IRS Appeals Division.
3. See IRM 25.15.12, *Appeals Procedures*.

25.15.1.10.2 (02-26-2013)

Tax Court Review IRC 6015

1. Under IRC 6015(e), the RS may petition the Tax Court to determine the appropriate relief available if such petition is filed by the 90th day after the final Notice of Determination denying IRC 6015 relief, or at any time if the claim has been pending for six months and the Service has not made a determination. If the RS petitions the Tax Court, the NRS is allowed to become a party to the proceeding. See IRC 6015(e)(4).
2. If a taxpayer petitions for redetermination of a deficiency under IRC 6213(a), the taxpayer may raise IRC 6015 as an affirmative defense.
3. A taxpayer may raise IRC 6015 in a petition from a Notice of Determination in a collection due process proceeding under IRC 6320 or IRC 6330 in which the taxpayer raised innocent spouse relief.

[More Internal Revenue Manual](#)

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

DENNIS G. DOKSA,
Plaintiff

vs.

RICHARD H. LEWIS, SR., and,
SHIRLEY N. LEWIS,
Defendants

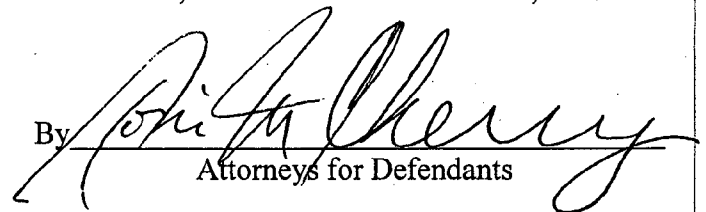
:
:
:
: No. 2007 - 1651 C.D.
:
:
:

CERTIFICATE OF SERVICE

I hereby certify that on this 10th day of June, 2014, a true and correct copy of Defendants' Motion to Dismiss Plaintiff's Petitions to Enforce Settlement and Petitions to Hold Defendants in Contempt was served upon JEFFREY S. DUBOIS, ESQ., counsel for Plaintiff, by personally handing the same to him at the Clearfield County Courthouse, Clearfield, Pennsylvania.

GLEASON, CHERRY AND CHERRY, L.L.P.

By


Attorneys for Defendants

Dated: June 10, 2014

Jeffrey S. DuBois, Esq.
Page Two
May 10, 2013

Thanking you for your kind attention to this matter, we remain

Very truly yours,

GLEASON, CHERRY AND CHERRY, L.L.P.

By


Toni M. Cherry

TMC:mls

Enclosures

cc: ✓ The Honorable Fredric J. Ammerman, President Judge
of the Court of Common Pleas of Clearfield County (via facsimile transmission only)



JEFFREY S. DUBOIS

Attorney at Law

210 McCracken Run Road – DuBois, PA 15801

PHONE: 814-375-5598

FAX: 814-375-8710

E-Mail: jeff@jsdlaw.comcastbiz.net

June 17, 2013

Toni M. Cherry, Esquire
P.O. Box 505
DuBois, PA 15801

RE: Doksa v. Lewis

Dear Toni,

This is a follow up to our conversation from last week. I have spoken with my client concerning the forms that you provided to me, and he is willing to sign them, but I cannot, in good conscience, have him sign a blank form. Can you please complete the documents, in particular the Offer and Compromise, and once this is completely filled in, he will certainly sign it so you can submit the same to the IRS.

Therefore, once you complete these documents, forward them to me and I will have my client sign the same.

Also, as we spoke, can you get me the contact information for Mr. Kennedy, or alternatively, set it up for a conference call with the three of us.

Thank you for your attention in this matter.

Sincerely,

Jeffrey S. DuBois

JSD: sca

CC: Dennis Doksa

EXHIBIT "H"

LAW OFFICES
GLEASON, CHERRY AND CHERRY, L.L.P.
P.O. Box 505
DuBois, Pennsylvania 15801-0505

TONI M. CHERRY
PAULA M. CHERRY
EDWARD V. CHERRY
1950-1990
JAMES A. GLEASON
1946-1975

ONE NORTH FRANKLIN STREET

AREA CODE 814
371-5800
FAX NUMBER
(814) 371-0936

February 18, 2014

Jeffrey S. DuBois, Esq.
Attorney at Law
210 McCracken Run Road
DuBois, PA 15801

RE: Doksa vs. Lewis

Dear Jeff:

As we advised you by phone, we are enclosing herewith the following documents:

1. Copy of e-mail from Mr. Kennedy confirming that Mr. Doksa is not prohibited from filing an Offer in Compromise under the terms of 25.15.1.2.7 in the IRS Manual.
2. Copy of contact information for Joe Kennedy, the Offer Specialist who helped me resolve the matter for Ms. Burton and who advised me that he will probably be handling Mr. Doksa's offer as well.
3. Copy of Internal Revenue Manual, Part 25.
4. Form 656 Booklet Offer in Compromise.

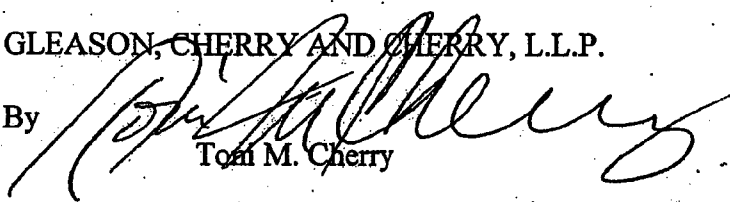
If you should have any other questions or need further information, please advise. You may want to look on the website because there appear to be more favorable regulations concerning the reduction in the length of time that the IRS looks at income in calculating the amount of the offer.

Please let me know how Mr. Doksa is and how he wants to proceed.

Very truly yours,

GLEASON, CHERRY AND CHERRY, L.L.P.

By


Toni M. Cherry

TMC:mls

Enclosures

EXHIBIT "I"

XFINITY Connect

tmcherryesq@comcast.net
+ Font Size -

RE: Second offer on the Burton-Doksa debt

From : Kennedy Joseph R <joseph.kennedy@irs.gov>

Fri, Feb 14, 2014 03:09 PM

Subject : RE: Second offer on the Burton-Doksa debt**To :** tmcherryesq <tmcherryesq@comcast.net>

The answer lies within the Internal Revenue Manual itself:

25.15.1.2.7 (03-21-2008) Offer in Compromise (OIC)

(3) If a spouse requesting relief from joint and several liability was not a party to the other spouse's accepted offer in compromise, then that spouse may file a claim for relief from liability.

Thus, Mr. Doska is not prohibited from filing a offer in compromise and having such accepted. In reality, we receive offers under these circumstances on a consistant basis.

From: tmcherryesq [mailto:tmcherryesq@comcast.net]**Sent:** Friday, February 14, 2014 2:50 PM**To:** Kennedy Joseph R**Subject:** Second offer on the Burton-Doksa debt

Dear Mr. Kennedy:

This will confirm our telephone conversation during which I advised that I need a statement from you confirming that Mr. Doksa can be the proponent of a second offer to settle his IRS obligation arising from the filing of the amended income tax returns for 2004, 2005 and 2006. You will recall that Ms. Burton, formerly Mrs. Doksa made offer No. 1000866249. It was accepted. However the IRS then proceeded against Mr. Doksa.

The Court maintains that Ms. Burton's parents need to resolve his debt. I advised the Court when I spoke with you months ago that Mr. Doksa could make his own offer and I provided him (through his lawyer) with the forms to fill out. To date, he has not returned them to me.

The judge has ordered us to report for a conference on Tuesday, 2/19/14. I would like to present something in writing from you to confirm the following:


1. A second offer can indeed be made.
2. That Mr. Doksa has not presented anything to your office. (If you can say that)

Mr. Doksa's TIN number is 161-46-2480 and I have his Power of attorney form

A Notice of Federal Tax Lien will be filed.

Internal Revenue Service
2888 Woodcock Blvd.
#3250 Stop 313-D
Atlanta, GA 30341
Cell # 404-324-9296
Phone # 404-338-9276
Fax # 404-338-9594

Sincerely,



Joe Kennedy
Offer Specialist
Employee ID # 1000250788

Cc: Burton



Part 25. Special Topics

Chapter 15. Relief from Joint and Several Liability

Section 1. Introduction

25.15.1 Introduction

- 25.15.1.1 Purpose
- 25.15.1.2 Joint and Several Liability
- 25.15.1.3 Reserved
- 25.15.1.4 Restructuring and Reform Act of 1998 (RRA 98)
- 25.15.1.5 Limited Scope Decision Tool (LSDT)
- 25.15.1.6 Form 8857, Request for Innocent Spouse Relief
- 25.15.1.7 Prohibition Against Collection Actions
- 25.15.1.8 Statute of Limitations on Collection
- 25.15.1.9 Notification Requirement
- 25.15.1.10 Administrative and Tax Court Review of Relief Determination

Manual Transmittal

February 26, 2013

Purpose

(1) This transmits revised IRM 25.15.1, Relief from Joint and Several Liability, Introduction.

Material Changes

- (1) Editorial changes made throughout.
- (2) IRM 25.15.1.1.2 deleted obsolete IRM references.
- (3) IRM 25.15.1.5 Limited Scope Decision Tool is no longer valid.
- (4) IRM 25.15.1.5.1 has been removed.
- (5) IRM 25.15.1.2.4(2) Note updated line number on Form 8857.
- (6) IRM 25.15.1.6(2) removed note and added the information to the end of the sentence.
- (7) IRM 25.15.1.6.2 removed all references to the two-year rule under Rev. Proc. 2003-61.
- (8) IRM 25.15.1.9 added 98 after RRA.
- (9) IRM 25.15.1.9.2(4) removed income or assets as an item that cannot be disclosed.
- (10) IRM 25.15.1.10.1(2) removed references to Rev. Proc. 2003-61.
- (11) IRM 25.15.1.10.2 added wording to clarify information.

Effect on Other Documents

IRM 25.15.1, Introduction, dated March 4, 2011, is superseded.

Audience

Employees in all business operating divisions who have contact with taxpayers addressing an innocent spouse issue.

Effective Date

(02-26-2013)

Steven Klingel
Director, Reporting Compliance
Wage and Investment Division

25.15.1.1 (02-26-2013)

Purpose

1. The purpose of this multi-functional IRM is to provide both technical and procedural guidance on relief from joint and several liability and relief from application of community property laws.
2. This IRM includes technical relief provisions available after the IRS Restructuring and Reform Act of 1998 (RRA 98). It also includes the procedural guidance necessary to process the joint and several liability relief cases for all IRS functions with references to appropriate IRM sections.
3. Refer taxpayers to the Taxpayer Advocate Service (TAS) when the contact meets TAS criteria and you can't resolve the taxpayer's issue the same day, see IRM 13.1.7, *Taxpayer Advocate Service (TAS) Case Criteria*. The definition of "same day" is within 24 hours. "Same day" cases include cases you can completely resolve in 24 hours, as well as cases in which you have taken steps within 24 hours to begin resolving the taxpayer's issue. Do not refer "same day" cases to TAS unless the taxpayer asks to be transferred to TAS and the case meets TAS criteria. Refer to IRM 13.1.7.4, *Same Day Resolution by Operations*. When you refer cases to TAS, use Form 911, *Request for Taxpayer Advocate Service Assistance (and Application for Taxpayer Assistance Order)*, and forward to TAS.

25.15.1.1.1 (07-17-2009) Websites

1. Additional information regarding procedural and technical aspects of the Innocent Spouse program is available on the IRS Innocent Spouse website at http://win.web.irs.gov/innocent_spouse.htm.

25.15.1.1.2 (02-26-2013) Other IRMs Pertaining to Examination Programs

1. Other IRM chapters provide information on single topics that pertain to more than one function. Compliance employees are responsible for researching and utilizing information contained in all reference materials. The following is a list of IRM chapters pertaining to Examination programs (not all inclusive):

- IRM 1.4.17, *Compliance Managers Guide*
- IRM Part 3, *Submission Processing*
- IRM Part 4, *Examining Process*
- IRM 4.13, *Audit Reconsideration*
- IRM 4.19.13.12, *Statutory Notices*
- IRM 5.1.18, *Locating Taxpayers and Their Assets*
- IRM Part 8, *Appeals*
- IRM 11.3, *Disclosure of Official Information* (see also IRM 21.1.3.2, *General Disclosure Guidelines*)
- IRM Part 13, *Taxpayer Advocate Service*
- IRM 20.1, *Penalty Handbook*
- IRM 20.2, *Interest*
- IRM 21.1, *Accounts Management and Compliance Services Operations*
- IRM 21.3, *Taxpayer Contacts*
- IRM 21.3.7, *Processing Third Party Authorizations onto the Centralized Authorization File (CAF)*
- IRM 25.1, *Fraud Handbook*
- IRM 25.2, *Information and Whistleblower Rewards*
- IRM 25.6, *Statute of Limitations*
- IRM 25.12, *Delinquent Return Refund Hold Program*

25.15.1.2 (02-26-2013) Joint and Several Liability

1. Married taxpayers may elect to file joint returns with their spouse. See IRC 6013(a).
2. IRC 6013(d)(3) provides that a husband and wife who file a joint return under IRC 6013(a) have joint and several liability with respect to the income tax liability. This means each spouse is individually responsible for:
 - The accuracy and completeness of the return; and
 - The payment of the income tax liability as reported on the return as well as any additional tax, penalties, additions to tax, and interest.
3. Thus, under the joint and several liability concept, each spouse is responsible for the entire income tax liability even though all or part of the liability arises from income earned by or a deduction attributable to the other spouse.
4. An election to file a joint return may only be revoked before the due date of the return, including extensions. However, an executor or administrator may revoke a joint return election made by a surviving spouse within one year of the due date of the surviving spouse's return, (including any extension of time for filing such return). See Treas. Reg. § 1.6013-1(d)(5).

25.15.1.2.1 (02-26-2013) Available Relief

1. Taxpayers filing joint returns may be relieved of income tax liability under certain conditions. Married taxpayers filing separate returns in community property states may also be relieved of income tax liability under certain circumstances. See IRM 25.15.5, *Relief from Community Property Laws/Community Property States* for explanations on Community Property laws.
2. If the income tax liability is relieved under IRC 6015, related penalties, additions to tax, additional amounts, and interest are relieved.

25.15.1.2.2 (02-26-2013) Confusion with Other Provisions

1. The expanded relief provisions contained in this IRM should not be confused with other provisions which may also provide relief to joint filers, such as relief available to an injured spouse. IRM 25.15.1.2.5, *Injured Spouse Claims*.

25.15.1.2.3 (02-26-2013) Return Signed Under Duress

LAW OFFICES
GLEASON, CHERRY AND CHERRY, L.L.P.

P.O. Box 505

DuBois, PENNSYLVANIA 15801-0505

ONE NORTH FRANKLIN STREET

TONI M. CHERRY
PAULA M. CHERRY

EDWARD V. CHERRY
1950-1990
JAMES A. GLEASON
1946-1975

AREA CODE 814
371-5800
FAX NUMBER
(814) 371-0936

VIA HAND-DELIVERY

May 10, 2013

Jeffrey S. DuBois, Esq.
Attorney at Law
210 McCracken Run Road
DuBois, PA 15801

RE: Doksa vs. Lewis

Dear Jeff:

After our telephone conversation with the Court this date, I called Mr. Kennedy again and was able to speak with him at length. He told me that there was no reason why the IRS would not consider a second offer in compromise from Mr. Doksa as there is no prohibition against a second offer in compromise being submitted in the same case. Moreover, he told me that he remained very familiar with this case and would probably be the one reviewing it because of its high dollar amount even though the actual offer in compromise is sent to Holtville, New York.

Consequently, he told me to proceed with having Mr. Doksa fill out the enclosed documents and then submit them with the amount of the offer and a check representing the 20% of the lump sum cash offer. He also confirmed that the submitting of an offer in compromise and a payment would stop any seizure of Mr. Doksa's assets. To make sure, he instructed me to send a copy of all documentation to Ms. Evanko so that she would know that an offer and payment had been made.

Therefore, I again respectfully ask you and your client to complete all of the enclosed documents (Forms 656, 433-A and 433-F) and after having him sign the same, notify me and I will immediately collect them from you and complete the portion detailing the offer after I see what assets and income Mr. Doksa declares. Mr. Kennedy expects me to contact him once I have the completed documents to discuss the offer range and I will send all papers in with the check and the completed offer to the Internal Revenue Service.

I know you previously provided me with a Power of Attorney Form 2848 but I would ask for a fresh form as well as copies of all tax returns filed by your client to date in order to prove that he is current with his tax filings.

We are providing a copy of this letter to the Court to correct the misinformation that was given to the Court as a result of your conversation with Ms. Evanko. Mr. Kennedy indicated to me that he was sympathetic to the fact that my clients were obligated in this matter via Court Order and that Mr. Doksa would not be prejudiced by the fact that Ms. Burton submitted a prior offer.

EXHIBIT "G"

Jeffrey S. DuBois, Esq.
Page Two
July 27, 2012

We sincerely believe that Mr. Doksa needs to go to his accountant to calculate his tax obligations and needs to execute the enclosed Power of Attorney in favor of a professional chosen by him who can help him negotiate his liability for those three years if the IRS is insisting on collecting more money from Mr. Doksa. Our position is that we have fully satisfied the tax lien for those years for Mr. Doksa and until and unless you can prove otherwise, that is the position that we continue to maintain.

We anticipate at trial on Monday that you will be putting into evidence proof that Mr. Doksa is current with his income tax liability for all years after 2006 as we will certainly be questioning him if he proceeds with this petition and we want copies of all income tax returns filed by him to date admitted into evidence.

If you should have any questions, kindly advise. Otherwise, we thank you for your kind attention to this matter

Very truly yours,

GLEASON, CHERRY AND CHERRY, L.L.P.

By


Toni M. Cherry

TMC:mls

Enclosures

cc: Mr. and Mrs. Richard H. Lewis, Sr.