

08-1107-CD

Charlotte Pankratz al vs RIP Management

al

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

CHARLOTTE K. PANKRATZ, and
PHILLIP PANKRATZ,

Plaintiffs,

vs.

RIP MANAGEMENT GROUP
CORPORATION, aka RIP
MANAGEMENT GROUP, INC.

and/or

CHOICE HOTELS INTERNATIONAL,
INC. and QUALITY INNS
INTERNATIONAL, INC.,
Defendants,

No. 1107 - 2008 C.D.

COMPLAINT

Filed on Behalf of Plaintiff

Counsel of Record for this Party:

John G. Achille, Esquire
PA.I.D. #28431

ACHILLE & ELLERMEYER
Attorneys at Law
379 Main Street
Brookville, PA 15825-1221

Telephone No. (814) 849-6701

FILED

0 2:10 p.m. OK

JUN 17 2008

ATTY PAID 95.00

4cc. to atty

William A. Shaw
Prothonotary/Clerk of Courts

John G. Achille, Esquire
379 Main Street
Brookville, PA 15825
814-849-6701
I.D. # 28431

Attorney for the Plaintiff

CHARLOTTE K. PANKRATZ, and
PHILLIP PANKRATZ,

Plaintiffs,

vs.

RIP MANAGEMENT GROUP
CORPORATION, aka RIP
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and/or

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INTERNATIONAL, INC.,
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IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL ACTION - LAW

No. 1107-2008 C.D.

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 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(s). You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

COURT ADMINISTRATOR
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830
814-765-2641 ext. 5982

Keystone Legal Services
211 ½ East Locust Street
Clearfield, PA 16830
814-765-9646

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Attorney for the Plaintiff

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INTERNATIONAL, INC.,
Defendants,

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL ACTION - LAW

No. 1107 — 2008 C.D.

COMPLAINT

1. Plaintiffs Charlotte K. Pankratz and Phillip Pankratz, husband and wife, are adult individuals residing at 561 W. Shore Boulevard, Sheffield Lake, OH, 44054.

2. Defendant, Choice Hotels, International, and Quality Inns International, Inc. dba/aka Quality Inn and Suites, hereinafter "Choice Hotels", 10750 Columbia Pike, Silver Spring, MD 20901, are Delaware corporations duly registered to do business within the Commonwealth of Pennsylvania.

3. Defendant RIP Management Group Corporation, is a corporation under the laws of the Commonwealth of Pennsylvania with its principal place of business at RR#8, Box 7, DuBois, PA 15801.

4. At all relevant times, defendants acted through and by their agents, servants, workmen and employees, who were acting within the scope of their authority and employment and in the course of Defendants' business.

5. Defendants *were* business entities organized for the provision of hotel accommodations and services in DuBois, PA.

6. On or about September 2, 2006, Plaintiff-wife was a business invitee staying in Defendants' motel in DuBois, PA.

7. Plaintiff relied on the Defendants to provide a safe motel room and accommodations.

8. On or about September 2, 2006, Plaintiff-wife was laying in the bed provided to her by Defendants in a room which she rented to sleep. During the course of the night, plaintiff was awakened with severe itching and covered in red, raised weals. The sheets were stained with her blood and large, raised bumps appeared on her neck, face, arms, hands, chest and trunk. Plaintiff-wife actually saw the insects crawling on her body and on the bed linens.

9. At all relevant times the bed and linens were being used in a manner prescribed by the Defendants and for the foreseeable and intended purpose for which they were designed, manufactured, sold, rented and/or maintained by the Defendants.

10. At all material times Defendants had under their care, supervision, control, maintenance and /or were in a position to be responsible for the hotel room in the Quality Inn, DuBois, PA in which Plaintiff- wife was staying.

11. It was the Defendants' duty and responsibility to keep and maintain Plaintiff-wife's room in a safe, sanitary condition for use by business invitees such as Plaintiff-wife.

12. On September 2, 2006, and for a period of time prior thereto, there existed

in the room occupied by Plaintiff-wife a bed bug infestation.

13. Defendants knew or should have known of the existence of the bed bug infestation prior to Plaintiff-wife's injury and Defendants were obligated to remedy, exterminate and/or eliminate the defect or to warn plaintiff-wife of its existence.

14. Plaintiffs injuries and damages were caused by and through the negligence and carelessness, strict liability in tort and breach of contract of the Defendants.

15. The Plaintiff, as a result of the presence of bedbugs sustained serious, severe and permanent bodily injuries, exposure to disease, pain and suffering and loss of use of bodily functions and will be caused to endure additional pain and suffering for an indefinite time in the future. Plaintiff sustained numerous injuries, including but not limited to the following: numerous bedbug bites on her arms, palms, neck, face, body, trunk; loss of blood; introduction of foreign substances which may be disease causing; fever symptoms, severe itching which progressed and scarring; because of her appearance she was afraid to go out in public; has fear and anxiety of future complications due to the bug exposure; and is undergoing psychological treatment for Post-traumatic Stress Disorder caused by this incident.

16. Some or all of Plaintiffs injuries may be permanent.

17. Plaintiff relied upon Defendants to provide her with a safe, sanitary and insect free room.

18. Solely as a result of the conduct of the defendants and each of them, plaintiff-wife was caused to suffer various serious and severe bites and lesions and other insults to and deprivations in her body, limbs and functions which are permanent in nature and have caused severe uncomfortableness and physical pain, grievous mental anguish, anxiety and humiliation, as well as scarring to her limbs, and she will continue to so suffer permanently.

19. Solely as a result of the conduct of the defendants and each of them, plaintiffs were caused to expend various sums of money on medical attention, health care and medical treatment and medication in an effort to cure herself and/or manage the damage, disease and deprivation inflicted on plaintiff-wife, and they will continue to be so required permanently.

**COUNT I
(NEGLIGENCE)
WIFE PLAINTIFF v. RIP MANAGEMENT GROUP CORPORATION aka RIP
MANAGEMENT GROUP, INC.**

20. The allegations of paragraphs 1 through 19, inclusive, are incorporated herein by reference as fully as though the same were set forth at length herein.

WHEREFORE, plaintiffs pray for judgment against the defendants and each of them in an amount in excess of \$50,000.00.

**COUNT II
(BREACH OF CONTRACT)
WIFE PLAINTIFF v. RIP MANAGEMENT GROUP CORPORATION aka RIP
MANAGEMENT GROUP, INC.**

21. The allegations of paragraphs 1 through 20, inclusive, are incorporated herein by reference as fully as though the same were set forth at length herein.

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**COUNT III
(STRICT LIABILITY)
WIFE PLAINTIFF v. RIP MANAGEMENT GROUP CORPORATION aka RIP
MANAGEMENT GROUP, INC.**

22. The allegations of paragraphs 1 through 21, inclusive, are incorporated herein by reference as fully as though the same were set forth at length herein.

WHEREFORE, plaintiffs pray for judgment against the defendants and each of them in an amount in excess of \$50,000.00.

**COUNT IV
(NEGLIGENCE)
WIFE PLAINTIFF v. CHOICE HOTELS INTERNATIONAL, INC. and QUALITY INNS
INTERNATIONAL, INC.,**

23. The allegations of paragraphs 1 through 22, inclusive, are incorporated herein by reference as fully as though the same were set forth at length herein.

WHEREFORE, plaintiffs pray for judgment against the defendants and each of them in an amount in excess of \$50,000.00.

**COUNT V
(BREACH OF CONTRACT)
WIFE PLAINTIFF v. CHOICE HOTELS INTERNATIONAL, INC. and QUALITY INNS
INTERNATIONAL, INC.,**

24. The allegations of paragraphs 1 through 23, inclusive, are incorporated herein by reference as fully as though the same were set forth at length herein.

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**COUNT VI
(STRICT LIABILITY)
WIFE PLAINTIFF v. CHOICE HOTELS INTERNATIONAL, INC. and QUALITY INNS
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25. The allegations of paragraphs 1 through 24, inclusive, are incorporated herein by reference as fully as though the same were set forth at length herein.

WHEREFORE, plaintiffs pray for judgment against the defendants and each of them in an amount in excess of \$50,000.00.

COUNT VII

(LOSS OF CONSORTIUM)

PLAINTIFF HUSBAND v. RIP MANAGEMENT GROUP CORPORATION aka RIP MANAGEMENT GROUP, INC.

26. The allegations of paragraphs 1 through 25, inclusive, are incorporated herein by reference as fully as though the same were set forth at length herein.

WHEREFORE, plaintiffs pray for judgment against the defendants and each of them in an amount in excess of \$50,000.00.

COUNT VIII

(LOSS OF CONSORTIUM)

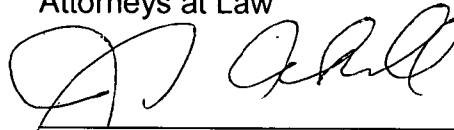
PLAINTIFF HUSBAND v. CHOICE HOTELS INTERNATIONAL, INC. and QUALITY INNS INTERNATIONAL, INC.,

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WHEREFORE, plaintiffs pray for judgment against the defendants and each of them in an amount in excess of \$50,000.00.

Respectfully submitted,

ACHILLE & ELLERMEYER
Attorneys at Law



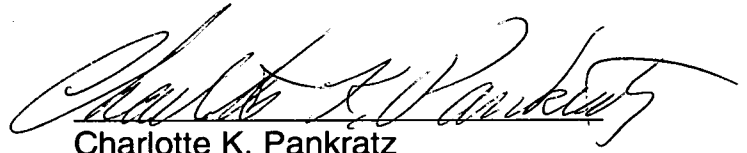
By John G. Achille, Esquire
Attorney for Plaintiffs

VERIFICATION

I, Charlotte Pankratz, hereby state that I am the Plaintiff in this action and verify that the statements made in the foregoing Complaint are true and correct to the best of my knowledge, information, and belief. I understand that the statements therein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

Dated: _____

4/15/08

A handwritten signature in cursive script, appearing to read "Charlotte K. Pankratz", written over a horizontal line.

Charlotte K. Pankratz

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA Rick Fye

NO: 08-1107-CD

CHARLOTTE K. PANKRATZ and PHILLIP PANKRATZ

VS
RIP MANAGEMENT GROUP CORPORATION aka RIP MANAGEMENT GROUP, INC.
and/or CHOICE HOTELS INTERNATIONAL INC and QUALITY INNS INTERNATIONAL INC.
COMPLAINT

SERVICE # 1 OF 1

SERVE BY: 07/17/2008

HEARING:

PAGE: 104299

DEFENDANT: RIP MANAGEMENT GROUP CORPORATION aka RIP MANAGEMENT GROUP, INC.

ADDRESS: 191 UNITED ROAD
DUBOIS, PA 15801

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/PIC

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

6-30-08 - 10:30 AM
VACANT BUILDING
GUTTED BY FIRE

6-7-08 - 08 N/A Called
7-16-08 - 10:11 AM - Rick Fye does not have anything to
do with Def.

SHERIFF'S RETURN

Unable TO Find.

FILED

08:45 AM
JUL 22 2008
William A. Shaw
Prothonotary/Clerk of Courts

NOW, _____ AT _____ AM / PM **SERVED** THE WITHIN

COMPLAINT ON RIP MANAGEMENT GROUP CORPORATION aka RIP MANAGEMENT GROUP, INC., DEFENDANT

BY HANDING TO _____ / _____

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED _____

NOW _____ AT _____ AM / PM **POSTED** THE WITHIN

COMPLAINT FOR RIP MANAGEMENT GROUP CORPORATION aka RIP MANAGEMENT GROUP, INC.

AT (ADDRESS) _____

NOW 7-17-08 AT 3:00 PM AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO RIP MANAGEMENT GROUP CORPORATION aka RIP MANAGEMENT GROUP, INC.

REASON UNABLE TO LOCATE Defendant - Left above address - NO FORWARDING

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Jerome M. Nexlin
Deputy Signature

Jerome M. Nexlin
Print Deputy Name

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
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COMPLAINT

Filed on Behalf of Plaintiff

Counsel of Record for this Party:

John G. Achille, Esquire
PA.I.D. #28431

ACHILLE & ELLERMEYER
Attorneys at Law
379 Main Street
Brookville, PA 15825-1221

Telephone No. (814) 849-6701

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

JUN 17 2008

Attest.

William L. ...
Prothonotary
Clerk of Court

John G. Achille, Esquire
379 Main Street
Brookville, PA 15825
814-849-6701
I.D. # 28431

Attorney for the Plaintiff

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(LOSS OF CONSORTIUM)
PLAINTIFF HUSBAND v. RIP MANAGEMENT GROUP CORPORATION aka RIP MANAGEMENT GROUP, INC.

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COUNT VIII

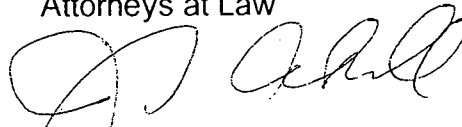
(LOSS OF CONSORTIUM)
PLAINTIFF HUSBAND v. CHOICE HOTELS INTERNATIONAL, INC. and QUALITY INNS INTERNATIONAL, INC.,

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ACHILLE & ELLERMEYER
Attorneys at Law

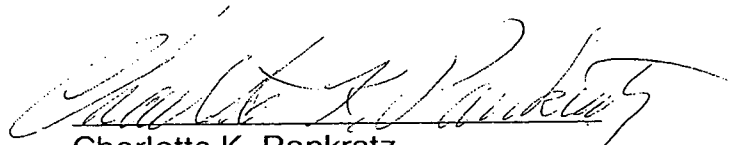


By John G. Achille, Esquire
Attorney for Plaintiffs

VERIFICATION

I, Charlotte Pankratz, hereby state that I am the Plaintiff in this action and verify that the statements made in the foregoing Complaint are true and correct to the best of my knowledge, information, and belief. I understand that the statements therein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

Dated: 7/15/08


Charlotte K. Pankratz

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104299
NO: 08-1107-CD
SERVICES 1
COMPLAINT

PLAINTIFF: CHARLOTTE K. PANKRATZ and PHILLIP PANKRATZ

vs.

DEFENDANT: RIP MANAGEMENT GROUP CORPORATION aka RIP MANAGEMENT GROUP, INC.
and/or CHOICE HOTELS INTERNATIONAL INC and QUALITY INNS INTERNATIONAL INC.

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	ACHILLE	2782	10.00
SHERIFF HAWKINS	ACHILLE	2782	77.65

FILED
9/25/08
OCT 06 2008
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,



Chester A. Hawkins
Sheriff

Notice of Proposed Termination of Court Case

January 26, 2012

RE: 2008-01107-CD


Charlotte K. Pankratz
Phillip Pankratz

Vs.

RIP Management Group Corporation
RIP Management Group, Inc.
Choice Hotels International, Inc.
Quality Inns International, Inc.

FILED

JAN 26 2012

 William A. Shaw
Prothonotary/Clerk of Courts

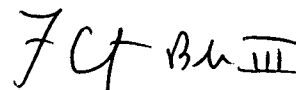
To All Parties and Counsel:

Please be advised that the Court intends to terminate the above captioned case without notice, because the Court records show no activity in the case for a period of at least two years.

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary of Clearfield County, PO Box 549, Clearfield, Pennsylvania 16830**. The Statement of Intention to Proceed must be filed on or before **March 28, 2012**.

If you fail to file the required statement of intention to proceed within the required time period, the case will be terminated.

By the Court,



F. Cortez Bell, III, Esq.
Court Administrator

William A. Shaw
Prothonotary/Clerk of Courts
PO Box 549
Clearfield, PA 16830

FILED

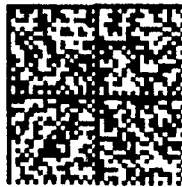
FEB 07 2012

W.A. Shaw
William A. Shaw
Prothonotary/Clerk of Courts

W.A. Shaw

RIP Management Group Corp.
RIP Management Group, Inc.
RR #8, Box 7
Dubois, PA

152 SE 1 00 02/02/12
152 SE 1 00 02/02/12



Hasler

016H26524836
\$00.450
01/26/2012
Mailed From 16830
US POSTAGE

NIXIE 152 SE 1 00 02/02/12
RETURN TO SENDER
UNABLE TO FORWARD
BC: 15230054949 *1173-20127-26-40

15230054949

Notice of Proposed Termination of Court Case

January 26, 2012

RE: 2008-01107-CD

Charlotte K. Pankratz
Phillip Pankratz

Vs.

RIP Management Group Corporation
RIP Management Group, Inc.
Choice Hotels International, Inc.
Quality Inns International, Inc.

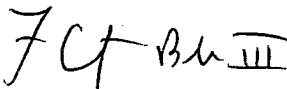
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If you fail to file the required statement of intention to proceed within the required time period, the case will be terminated.

By the Court,


F. Cortez Bell, III, Esq.
Court Administrator

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

CHARLOTTE K. PANKRATZ, et al
Plaintiffs

vs.

MANAGEMENT GROUP CORPORATION, et al
Defendants

* NO. 2008-1107-CD
*
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*

ORDER

NOW, this 26th day of June, 2013, upon the Court's review of the record, with the Court noting from the docket there has been no activity in the case since October 6, 2008, and that a Notice of Proposed Termination of Court Case had been mailed to the parties January 26, 2012 with no response having been received, pursuant to the provisions of Rule of Judicial Administration 1901 the case is hereby DISMISSED for inactivity. The Prothonotary shall code the case in Full Court as Z-1901A.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

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Z JUN 27 2013
NOC
GK
William A. ...
Prothonotary