

08-2321-CD
Joseph Calavecchia Esq vs Ashok Datta

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

JOSEPH COLAVECCHI, ESQUIRE
Plaintiff

CIVIL DIVISION

vs.

No. 08 - 2321 - CD

ASHOK DATTA

Defendant

COMPLAINT

Filed on Behalf of:

Plaintiff, Joseph Colavecchi,
Esquire

Counsel of Record for This
Party:

JOSEPH COLAVECCHI, ESQUIRE
Pa. I.D. #06810

COLAVECCHI & COLAVECCHI
221 East Market Street
P.O. Box 131
Clearfield, PA 16830

814/765-1566

LAW OFFICES OF
COLAVECCHI
& COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

S FILED 12/09/01 ICC Atty
DEC 03 2001 ICC Sheriff
William A. Shaw Atty pd.
Prothonotary/Clerk of Courts 95.00
(LW)

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

JOSEPH COLAVECCHI, ESQUIRE :
Plaintiff :
:
vs. : No. 08 - - CD
:
ASHOK DATTA :
Defendant :
:

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.

DANIEL J. NELSON
COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
Second and Market Streets
Clearfield, PA 16830
Phone 814/765-2641 Ex. 5982

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221 E. MARKET ST.
(ACROSS FROM
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CLEARFIELD, PA

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

JOSEPH COLAVECCHI, ESQUIRE :
Plaintiff:
:
vs.
:
ASHOK DATTA :
No. 08 - - CD
Defendant :

C O M P L A I N T

1. Plaintiff is Joseph Colavecchi, Esquire, an Attorney licensed to practice law in the State of Pennsylvania, having his principal place of business at 221 East Market Street, Clearfield, Pennsylvania, 16830.

2. Defendant is Ashok Datta, an individual residing at 19 Birch Street, Great Neck, New York, 11023.

3. Defendant retained the services of Plaintiff on January 6, 2006 to represent him in a transaction concerning the sale by Bradford Heights/Woodland Properties Management, LLC, of a 55.48 acre tract of land, 10 houses and a sewer plant situated in Bradford Township, Clearfield County, Pennsylvania.

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4. Plaintiff provided legal services from January 6, 2006 through and including October 2006 at which time the proposed buyer withdrew from the transaction.

5. Plaintiff continued to provide legal services concerning the sale of the property by Defendant from March 6, 2007 through and including October 30, 2007 at which time a second proposed buyer withdrew from the transaction.

6. Plaintiff further continued to provide legal services concerning the sale of the property by Defendant to a third proposed buyer from April 1, 2008 through and including April 9, 2008 at which time Plaintiff requested a retainer in the amount of Eighteen Thousand Five Hundred (\$18,500) Dollars for legal services and advanced costs provided to Defendant from January 6, 2006 through October 30, 2007. Copies of letters dated April 2, 2008 and April 9, 2008 being attached hereto marked Exhibit "A".

7. In approximately June 2008, Defendant requested an itemized statement for legal services and costs advanced by Plaintiff.

8. An itemized statement dated June 25, 2008 was sent to Defendant, a copy of which is in the possession of Defendant, showing an unpaid balance of Fifteen Thousand Seven Hundred Fifty-seven (\$15,757) Dollars, which included costs advanced on behalf of Defendant in the amount of Three Hundred Nine (\$309.00) Dollars. A copy of said statement is attached hereto marked Exhibit "B".

9. Plaintiff advised Defendant by letter dated May 28, 2008 that in order to continue representation, the requested retainer would have to be paid. A copy of said letter being attached hereto marked Exhibit "C".

10. Plaintiff has demanded payment for said legal services and costs in the total amount of Fifteen Thousand Seven Hundred Fifty-seven (\$15,757) Dollars for legal services and advanced costs rendered to Defendant from January 5, 2006 through October 31, 2007, but Defendant has refused and still refuses to pay the same or any part thereof.

WHEREFORE, Plaintiff demands judgment against the Defendant in the amount of Fifteen Thousand Seven Hundred Fifty-seven (\$15,757), plus interest and costs.

JOSEPH COLAVECCHI, ESQUIRE
221 East Market Street
Clearfield, PA 16830

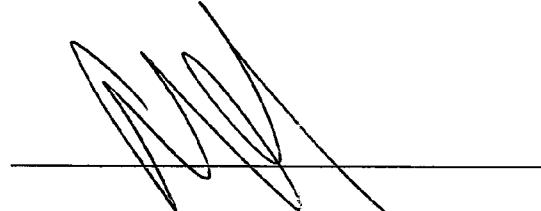
12/2/08

DATE

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& COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

VERIFICATION

I, Joseph Colavecchi, Esquire, verify that the statements made in this Complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.



JOSEPH COLAVECCHI, ESQUIRE

JOSEPH COLAVECCHI
PAUL COLAVECCHI

LAW OFFICES
COLAVECCHI & COLAVECCHI

221 EAST MARKET STREET
(Across from Courthouse)
P. O. BOX 131
CLEARFIELD, PENNSYLVANIA 16830
(814) 765-1566 or (800) 953-1566

FAX
(814) 765-4570

April 2, 2008

Ashok Datta
19 Birch Street
Great Neck, NY 11023

In Re: Proposed Sale to WJM Services, Inc.

Dear Mr. Datta:

I have reviewed the proposed Agreement of Sale of a Mobile Home Park between your company, Bradford Heights/Woodland Properties Management, LLC, and WJM Services, Inc., as prepared by David J. Rossi, Attorney for Buyer, and have the following comments for your consideration:

1. I think it is important that the \$100,000 down payment be paid to me as your attorney to be held in escrow. This agreement provides it to be paid to the buyer's attorney to be held in escrow. For the down payment to be handled in this manner, you are asking for a law suit in the event the sale of the property is not completed. If I were you, I would insist the down payment be handled by your attorney and not their attorney.

2. The allocation of the purchase price is important to both you and the buyer. As you know, the allocation of the purchase price has income tax ramifications. If you are settled as to the figures in the proposed Agreement of Sale and have had it reviewed by your accountant that is fine. Or, if you are satisfied. That is a discretionary matter. You are, or should be, aware of the income tax consequences.

3. In Paragraph 5 concerning title, it is important to note that if the buyer finds a problem with the title, you are agreeing to reimburse the buyer for all costs incurred by buyer. If I were you, I would not agree to this provision. You have already seen how this can drag on and the preparation of what may



Ashok Datta
April 2, 2008
Page 2

be considered unnecessary documents demanded by buyer's attorney, all at your expense. Further, if I read this correctly, should the sale of the property not be completed, you could be responsible for all of the buyer's costs.

4. Under Paragraph 9.2, it indicates that if there are obligations owed to you from any of the tenants and after you have settled with the buyer on allocation of rent, you cannot recover anything from the tenants since the money paid to buyer is deemed to be conclusive and you would not have the right to receive the funds from buyer or tenants.

5. In Paragraph 9.6, they are making this sale contingent on obtaining a mortgage under the terms set forth in Paragraph 9.6(a). What this means is if the buyer changes his mind, he can say he cannot obtain financing as per the agreement of sale.

6. You will further note under Paragraph 9.6(c)(1), if the buyer does not obtain a mortgage commitment within 25 days of the execution of this agreement, it may be terminated. Termination would mean that you would not receive the deposit of \$100,000 from buyer.

7. It is important to note under Paragraph 11 that although buyer has the exclusive right to purchase additional properties from you, there is no sum set forth therein which means you could get hung up in litigation under this clause.

The above constitutes issues you may want to discuss with buyer.

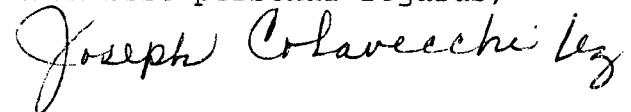
Ashok Datta
April 2, 2008
Page 3

As you know, I have been working with you since you started negotiations to sell your properties and we have done a great deal of work on the property titles for which I have not billed you to date.

At this point, I would ask that you send me a retainer in the amount of \$18,500. Upon the final completion of the sale of the property, I can send you a bill at which time I would credit you for the amount of the retainer.

As always, it is a pleasure to be of service.

With best personal regards,


Joseph Colavecchi

Joseph Colavecchi

JC:1z
Enclosure

P.S. Attached is a copy of the Agreement of Sale of a Mobile Home Park faxed to me today from David J. Rossi, Esquire.

LAW OFFICES
COLAVECCHI & COLAVECCHI

JOSEPH COLAVECCHI
PAUL COLAVECCHI

221 EAST MARKET STREET
(Across from Courthouse)
P. O. BOX 131
CLEARFIELD, PENNSYLVANIA 16830
(814) 765-1566 or (800) 953-1566

FAX
(814) 765-4570

May 28, 2008

Ashok Datta
19 Birch Street
Great Neck, NY 11023

In Re: Proposed Sale to WJM Services, Inc.

Dear Mr. Datta:

I am enclosing, herein, a copy of the letter dated May 22, 2008 that I received from David J. Rossi, together with the documents which he forwarded to me.

As you know, I wrote to you by letter dated April 2, 2008 and asked for a retainer in the amount of \$18,500 in order to continue to represent you.

Since I never received the funds from you, I cannot have any dealings with Mr. Rossi.

The letter and the Agreement of Sale are being forwarded to you herein.

Sincerely yours,

Joseph Colavecchi

JC:lz
Enclosures

June 25 2008

Ashok Datta

19 Birch Street, Great Neck, NY 11023

TO JOSEPH COLAVECCHI, DR.

ATTORNEY AT LAW

221 EAST MARKET STREET (ACROSS FROM COURTHOUSE)

P.O. BOX 131 CLEARFIELD, PA. 16830

TO:

Legal Services from May 7,
2004, to and including June 15, 2008.

Reimbursement of cost advanced
to William Shaw, Prothonotary, to record
Termination of Mineral Lease. \$ 85 00

Reimbursement of Cost advanced
to William Shaw, Prothonotary, to record
Satisfaction of Mortgage. \$ 85 00

Reimbursement of cost to record
Release from Harbison-Walker. \$ 28 50

Reimbursement of cost to record
Petition and Order concerning Secretary of
Housing and Urban Development. \$ 70 00

Reimbursement of cost to record
Deed from John Lansberry to Bradford
Heights/Woodland Property, Inc. \$ 40 50

Total Advanced Costs:

\$309 00

PLAINTIFF'S
EXHIBIT

"B"

tabbed

TO JOSEPH COLAVECCHI, DR.
ATTORNEY AT LAW
221 EAST MARKET STREET (ACROSS FROM COURTHOUSE)
P.O. BOX 131 CLEARFIELD, PA. 16830

Proposed transaction concerning Bradford Heights Woodland Properties Management, LLC, as Seller through Ashok Datta to Larry Higgins who was represented by his Attorney William Malkames; going over the contract information as set forth in a memo dated January 6, 2006, setting forth the purchase price of \$1,300,000; \$25,000 to be deposited at signing of contract and \$750,000 to be paid on date of closing with a downpayment of \$750,000; there was a balance to be financed over five years with the listing agent being Universal Sales, Inc. being paid a commission of 5% and the selling agent being Stadium Real Estate Consulting; review of Certificate of Title to mobile homes.

1.7 hr. at \$180 per hour:

\$306 00

TO JOSEPH COLAVECCHI, DR.
ATTORNEY AT LAW
221 EAST MARKET STREET (ACROSS FROM COURTHOUSE)
P.O. BOX 131 CLEARFIELD, PA. 16830

Obtaining details necessary for preparing an Agreement of Sale between Bradford Heights and Larry Higgins, including company name for Larry Higgins, whether there is a mortgage on the property, the names on the Certificate of Titles, any liens on the titles and the sewer plant, the owner of the sewer plant, whether rent was being received from the occupants of any of the mobile homes, whether there were any agreements to purchase the mobile homes and the descriptions and Certificates of Title.

2.7 hrs. at \$180 per hour:

\$486 00

Drafting proposed Sales Agreement between Bradford Heights and Larry Higgins and sending it to client on January 12, 2006.

3.4 hrs. at \$180 per hour:

\$612 00

TO JOSEPH COLAVECCHI, DR.
ATTORNEY AT LAW
221 EAST MARKET STREET (ACROSS FROM COURTHOUSE)
P.O. BOX 131 CLEARFIELD, PA. 16830

Sending a proposed Sales Agreement to William Malkames, Esquire, with letter dated January 13, 2006 in attempting to move forward on closing of the transaction.

1.3 hrs. at \$180 per hour:

\$234 00

Letter dated January 16, 2006, to Ashok Datta enclosing letter dated January 13, 2006 from William Malkames, Esquire, Attorney for Higgins.

.6 hr. at \$180 per hour:

\$108 00

Telephone conference with Ashok Datta as confirmed by letter dated January 13, 2006 concerning proposed Sales Agreement.

.8 hr. at \$180 per hour:

\$144 00

TO JOSEPH COLAVECCHI, DR.
ATTORNEY AT LAW
221 EAST MARKET STREET (ACROSS FROM COURTHOUSE)
P.O. BOX 131 CLEARFIELD, PA. 16830

Conference with Ashok Datta on January 20, 2006 asking that we contact attorney for Higgins which we did. William K. Malkames, Esquire, who is handling the account for Higgins said he would get back to us; discussion with Ashok Datta on January 23, 2006 at which time we gave him a current report.

1.8 hrs. at \$180 per hour:

\$324 00

Letter dated January 24, 2006, to William K. Malkames, Esquire, confirming telephone conference as to proposed transaction from Ashok Datta to Larry Higgins, and reciting that he was to get back to me as per our conference.

.6 hr. at \$180 per hour:

\$108 00

Letter dated January 25, 2006 to William K. Malkames, Esquire after

TO JOSEPH COLAVECCHI, DR.
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talking with him concerning the fact that his client was dealing with the real estate broker handling the transaction for Ashok Datta and said his client was still interested in the transaction and he was trying to work out the details of an agreement with the broker, Ron Doman.

.6 hr. at \$180 per hour:

\$108 00

Conference with Ashok Datta on June 30, 2006 who indicated he was now selling the property for a flat \$750,000 and that he was selling it through a broker and he informed the broker to have the buyer contact me with a proposed Agreement of Sale; going over the details.

1.2 hr. at \$180 per hour:

\$216 00

TO JOSEPH COLAVECCHI, DR.
ATTORNEY AT LAW
221 EAST MARKET STREET (ACROSS FROM COURTHOUSE)
P.O. BOX 131 CLEARFIELD, PA. 16830

Conference with Ron Doman on June 30, 2006, who indicated he was working for Ashok Datta and had worked out a proposed sale of the property, and that the buyer was represented by Blair Polosky, Esquire, who was to contact me concerning the proposed purchase.

.7 hr. at \$180 per hour:

\$126 00

On September 14, 2006, conference with Ashok Datta concerning the proposed sale of the property, at which time he indicated the attorney for the purchaser was making some changes to the Agreement of Sale consisting of three parcels of land and that the attorney was to send a revised Agreement of Sale which he would look over and send to me for my

TO JOSEPH COLAVECCHI, DR.
ATTORNEY AT LAW
221 EAST MARKET STREET (ACROSS FROM COURTHOUSE)
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review; he indicated he is adding two parcels to the purchase which now includes three parcels, being everything, and he would get back to me by the end of September or October to close on the transaction. Going over details.

1.7 hr. at \$180 per Hour:

\$306 00

On September 25, 2006, I called Ashok Datta and left a message concerning an agreement that had been faxed to me by him on September 21, 2006, and told him I had some comments about the agreement.

.4 hr. at \$180 per hour:

\$ 72 00

Conference with Ashok Datta on September 26, 2006, concerning the error on the mathematics on the agreement and some other modifications; Ashok

TO JOSEPH COLAVECCHI, DR.
ATTORNEY AT LAW
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Datta said he would discuss it with the buyer who would contact his attorney to get in touch with me and he further indicated that the buyer was hopeful to get the transaction completed by October, 2006; I was to do nothing further until I heard from Ashok Datta or the attorney for the buyer. The proposed agreement was faxed to me on September 23, 2006. Going over details.

1.3 hrs. at \$180 per hour:

\$ 234 00

Redrafting proposed Agreement of Sale from Bradford Heights to Higgins and sending it to client with letter dated October 5, 2006 asking him to review it and get back to me after going over it with the buyer.

2.8 hrs. at \$180 per Hour:

\$ 504 00

TO JOSEPH COLAVECCHI, DR.

ATTORNEY AT LAW

221 EAST MARKET STREET (ACROSS FROM COURTHOUSE)

P.O. BOX 131 CLEARFIELD, PA. 16830

Total services provided in regard
to proposed sale from Bradford Heights
to Larry Higgins.

\$3888 00

The above total is discounted to
\$2,650 as set forth in letter dated
January 13, 2006, to Ashok Datta:

\$2650 00

On or about March 6, 2007, Ashok
Datta contacted our office to advise
he was selling the 55.48 acre tract of
land, 10 houses and the sewer plant
situated in Bradford Township, Clearfield
County, Pennsylvania for the sum of
\$300,000 and a house in New Jersey.
He indicated he had not received a
downpayment and there would be a six-
month option to purchase the 45 acre

TO JOSEPH COLAVECCHI, DR.

ATTORNEY AT LAW

221 EAST MARKET STREET (ACROSS FROM COURTHOUSE)

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tract and the 79 acre tract commencing as of the date of closing for the sum of \$200,000. He said the buyer has performed a title search and would send a copy of the report to us. He further indicated he would like to close on April 15, 2007. Going over details.

1.4 hr. at \$180 per hour:

\$252 00

Peter Greenburg contacted our office and indicated he would send a copy of the title report concerning the proposed purchase of property from Ashok Datta.

.4 hr. at \$180 per hour:

\$ 72 00

Ashok Datta contacted our office on or about March 26, 2007 concerning a copy of the title report.

.8 hr. at \$180 per hour:

\$144 00

**TO JOSEPH COLAVECCHI, DR.
ATTORNEY AT LAW
221 EAST MARKET STREET (ACROSS FROM COURTHOUSE)
P.O. BOX 131 CLEARFIELD, PA. 16830**

Peter Greenburg, Esquire sent to us a copy of the title report from Fidelity National Title Insurance Co. with a number of comments. We reviewed the documents contained in the report and set a letter dated April 10, 2007, to Peter Greenburg, Esquire going over all of the items in the title report and our comment to them, this having been mailed on April 10, 2007.

9.7 hrs. at \$180 per hour: \$1746 00

We were then contacted by Ashok Datta and told to contact Heather at title company and to follow through and do whatever was necessary to resolve title problems.

.4 hr. at \$180 per hour: \$ 72 00

TO JOSEPH COLAVECCHI, DR.
ATTORNEY AT LAW
221 EAST MARKET STREET (ACROSS FROM COURTHOUSE)
P.O. BOX 131 CLEARFIELD, PA. 16830

Receipt of Memorandum from Peter Greenburg, Esquire, asking various questions to which we responded by letter dated April 12, 2007, item by item.

3.6 hrs. at \$180 per hour:

\$648 00

Letter to Ashok Datta dated April 12, 2007, concerning mineral rights and questions raised by Peter Greenburg, Esquire, regarding the mineral rights.

.5 hr. at \$180 per hour:

\$ 90 00

Letter dated April 12, 2007 to Ashok Datta concerning Peter Greenburg, Esquire, and the correspondence and conferences with him.

.4 hr. at \$180 per hour:

\$ 72 00

Instructions received from Ashok Datta to send various documents to the

TO JOSEPH COLAVECCHI, DR.
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title company in connection with Exceptions sent by fax.

.8 hr. at \$180 per hour:

\$144 00

Letter to Ashok Datta dated April 13, 2007, after talking with Peter Greenburg, Esquire and contacting Heather at the title company, confirming conversations.

.6 hr. at \$180 per hour:

\$108 00

Review of fax from Heather directed to Ashok Datta concerning the various items of the title examination, and careful review of same.

1.2 hrs. at \$180 per hour:

\$216 00

After conference with Heather, letter dated April 17, 2007, to Ashok Datta involving various items about the

TO JOSEPH COLAVECCHI, DR.
ATTORNEY AT LAW
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title including the Harbison-Walker
Lease and possible life estate in the
chain of title concerning Lansberry,
and what needed to be done.

3.7 hrs. at \$180 per hour:

\$666 00

Note from Ashok Datta concerning
title report to be sent to Land American
in regard to the title insurance. Going
over details.

1.4 hrs. at \$180 per hour:

\$252 00

Further messages from Ashok Datta
giving us authority to act on his behalf
concerning the petitions to be prepared
to the court to remove judgments and lease
agreements.

.4 hr. at \$180 per hour:

\$ 72 00

**TO JOSEPH COLAVECCHI, DR.
ATTORNEY AT LAW
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P.O. BOX 131 CLEARFIELD, PA. 16830**

Prepared Petition directed to the
Court of Common Pleas of Clearfield County,
Pennsylvania against Secretary of Housing
and Urban Development in order to satisfy
a judgment of record upon which there was
a foreclosure; review of documents,
filing Petition and obtaining a Rule
directed to the Secretary of Housing and
Urban Development to show cause why the
Secretary should not issue an Order satisfying
a mortgage dated March 1, 2000, between
Westford Heights, et al.

3.8 hrs. at \$180 per hour: \$684 00

Presenting Petition to satisfy
mortgage to Court and notifying client
with letter dated April 23, 2007.

2.4 hrs. at \$180 per hour: \$432 00

TO JOSEPH COLAVECCHI, DR.
ATTORNEY AT LAW
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Preparing a Petition directed to the Court of Common Pleas of Clearfield County, Pennsylvania, to record termination of Mineral Lease with Harbison-Walker Refractories Co. and notifying client with letter dated April 23, 2007. Going over details.

TO JOSEPH COLAVECCHI, DR.

ATTORNEY AT LAW

221 EAST MARKET STREET (ACROSS FROM COURTHOUSE)

P.O. BOX 131 CLEARFIELD, PA. 16830

Refractories Family of Companies, with letter dated April 27, 2007. Locating company with proper address.

.7 hr. at \$180 per hour:

\$126 00

Notice given to Secretary of Housing & Urban Development with letter dated April 27, 2007, to show cause why the mortgage should not be satisfied of record.

.6 hr. at \$180 per hour:

\$108 00

On May 3, 2007, conference with John Allegretti who identified himself as President of Harbison-Walker Refractories Co., who stated that he would be willing to enter into a stipulated order to release the interest of Harbison-Walker Refractories Co. in the Lease Agreement;

TO JOSEPH COLAVECCHI, DR.
ATTORNEY AT LAW
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After drafting proposed Release, a follow-up letter to John Allegretti enclosing a copy of a proposed Release to be signed by Harbison-Walker.

3.4 hrs. at \$180 per hour:

\$612 00

Receipt of fax from Ashok Datta directed to him from Peter Greenburg, Esquire in connection with obtaining a Quit Claim Deed from John Lansberry to relinquish any claim he has in the property; further stating that Peter Greenburg was to receive a coal search which was never delivered to him by the title company and that he needed to confirm that no one has any subsurface rights; that all life estates have been terminated, a discharge executed by HUD

**TO JOSEPH COLAVECCHI, DR.
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should be recorded, and that a home at
1729 Country Club Drive shall be delivered
with a final Certificate of Occupancy;
a closing date had been extended until
June 20, 2007. Going over details.

1.8 hr. at \$180 per hour: \$324 00

Receipt of letter dated May 9, 2007,
from ANH Refractories Co. forwarding the
Release of interest in the Mineral Lease
dated March 27, 1968; review of same and
sending a copy to client by letter dated
May 14, 2007.

.6 hr. at \$180 per hour: \$108 00

Filing a Praeclipe with the Court to withdraw the Petition to Record Termination of Mineral Lease and presenting to

TO JOSEPH COLAVECCHI, DR.
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the Court, and filing the Release from
Harbison-Walker.

1.6 hrs. at \$180 per hour:

\$288 00

Obtaining an Order from the Court
that the Office of the Recorder of Deeds
shall record and mark the mortgage and
Financing Statements of Secretary of
Housing & Urban Development as satisfied;
notifying client by letter dated May 18,
2007, together with copies of the Orders
as recorded.

2.2 hrs. at \$180 per hour:

\$396 00

Preparation of Quit Claim Deed from
John B. Lansberry and Patricia L.
Lansberry to Bradford Heights and contact-
ing John B. Lansberry with letter dated May
18, 2007, asking that he and his wife

TO JOSEPH COLAVECCHI, DR.
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execute the Quit Claim Deed and requesting information concerning the life estate for his sister and his mother who is now deceased.

2.3 hrs. at \$180 per hour:

\$414 00

Letter dated May 21, 2007 to client concerning the Release from Harbison-Walker as placed of record.

.4 hr. at \$180 per hour:

\$ 72 00

Conference with client at which time he advised us that he wanted a deed from John Lansberry releasing any interest he may have on all three properties; redrafting Quit Claim Deed and sending it to John Lansberry and his wife asking him to execute the document sent to him.

2.3 hrs. at \$180 per hour:

\$414 00

TO JOSEPH COLAVECCHI, DR.
ATTORNEY AT LAW
221 EAST MARKET STREET (ACROSS FROM COURTHOUSE)
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Attempts to contact John B. Lansberry several times by telephone and sending follow-up letters to him asking to meet with him to get the Quit Claim Deed signed			
1.8 hrs. at \$180 per hour:	\$324	00	
Receipt of fax from Ashok Data concerning letter to him from Peter Greenburg advising him that he had contacted Janet Haag to locate the coal rights and had heard nothing from Janet Haag.			
.5 hr. at \$180 per hour:	\$ 90	00	
Telephone conference with John Lansberry and going over the various details about what we were asking of him at which time he said he would look it over and get back to me; notifying			

TO JOSEPH COLAVECCHI, DR.
ATTORNEY AT LAW
221 EAST MARKET STREET (ACROSS FROM COURTHOUSE)
P.O. BOX 131 CLEARFIELD, PA. 16830

Ashok Datta of said contact by letter
dated June 5, 2007.

1.3 hr. at \$180 per hour:

\$234 00

Meeting with John Lansberry who then
executed the Quit Claim Deed, together
with his wife, releasing any interest
they may have in the property to Ashok
Datta.

2.4 hrs. at \$180 per hour:

\$432 00

Placing Quit Claim Deed from
Lansberry to Ashok Datta and notifying
client with letter dated June 11, 2007,
after talking again with Lansberry.

1.4 hrs. at \$180 per hour:

\$252 00

Letter dated June 14, 2007 to Ashok
Datta concerning the mineral and coal

TO JOSEPH COLAVECCHI, DR.
ATTORNEY AT LAW
221 EAST MARKET STREET (ACROSS FROM COURTHOUSE)
P.O. BOX 131 CLEARFIELD, PA. 16830

rights on the 79 acre parcel at which time he wanted to know how to remove the coal rights. I asked him to send me a copy of the abstract of title showing how Patrick Mowery obtained title to the coal rights and how we would go forward concerning the treatment of the coal rights.

1.7 hrs. at \$180 per hour:

\$306 00

A lengthy conference with John Lansberry at which time we discussed the life estate in the property to his sister; we discussed the fact that we had reviewed it again and it clearly puts the life estate only in the residence property which is not owned by Ashok Datta; we also discussed the coal rights to the land and he said he owned the

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entire property, including the coal rights. He said other tracts had been sold out and they never questioned the coal rights or the life estate.

3.6 hrs. at \$180 per hour:

\$648 00

Letter dated June 14, 2007, to Ashok Datta setting out that there is no life estate on the property owned by him and that the life estate concerning John Lansberry's sister did not affect the Datta property.

.5 hr. at \$180 per hour:

\$ 90 00

Receipt of original deed from the Clearfield County Courthouse concerning John Lansberry and sending a copy to Ashok Datta with letter dated June 15, 2007.

.4 hr. at \$180 per hour:

\$ 72 00

TO JOSEPH COLAVECCHI, DR.
ATTORNEY AT LAW
221 EAST MARKET STREET (ACROSS FROM COURTHOUSE)
P.O. BOX 131 CLEARFIELD, PA. 16830

Letter from the Commonwealth of Pennsylvania, Department of Revenue, concerning the Lansberry to Datta deed and a number of questions being raised by the Commonwealth of Pennsylvania, Department of Revenue; going over the items raised by them and replying to their questions by letter dated October 11, 2007.

3.6 hrs. at \$180 per hour:

\$648 00

Letter dated October 30, 2007, addressed to Ashok Datta asking the status of the proposed sale and advising him that we have held off sending a statement for legal services in anticipation of the closing of the transaction; further asking to be informed if the buyer had withdrawn

LAW OFFICES
COLAVECCHI & COLAVECCHI

JOSEPH COLAVECCHI
PAUL COLAVECCHI

221 EAST MARKET STREET
(Across from Courthouse)
P. O. BOX 131
CLEARFIELD, PENNSYLVANIA 16830
(814) 765-1566 or (800) 953-1566

FAX
(814) 765-4570

April 9, 2008

Ashok Datta
19 Birch Street
Great Neck, NY 11023

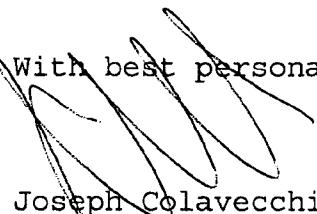
In Re: Proposed Sale to WJM Services, Inc.

Dear Mr. Datta:

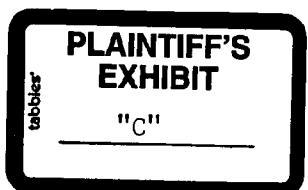
I just heard from David Rossi, Attorney for WJM Services, Inc., concerning your properties.

He has some questions and I want to get back to him to discuss the matter.

However, with all due respect to you, before doing anything further in this matter, I must respectfully ask you to send me a check in the amount of \$18,500 as per my letter to you dated April 2, 2008.

With best personal regards,

Joseph Colavecchi

JC:lz



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA (F)

FILED

JOSEPH COLAVECCHI, ESQUIRE
Plaintiff

CIVIL DIVISION

DEC 19 2008

No. 08 - 2321 - CD William A. Shaw
Prothonotary/Clerk of Courts

Vs.

ASHOK DATTA

Defendant

PRAECIPE TO DISCONTINUE

Filed on Behalf of:

Plaintiff, Joseph Colavecchi,
Esquire

Counsel of Record for This
Party:

JOSEPH COLAVECCHI, ESQUIRE
Pa. I.D. #06810

COLAVECCHI & COLAVECCHI
221 East Market Street
P.O. Box 131
Clearfield, PA 16830

814/765-1566

LAW OFFICES OF
COLAVECCHI
& COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

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

JOSEPH COLAVECCHI, ESQUIRE :
Plaintiff :
:
vs. :
: No. 08 - 2321 - CD
ASHOK DATTA :
Defendant :

PRAECIPE TO DISCONTINUE

TO: WILLIAM SHAW, PROTHONOTARY

Please mark the record in the above-captioned action
discontinued, settled and ended with prejudice.


JOSEPH COLAVECCHI, ESQUIRE
Attorney for Plaintiff
221 East Market Street
Clearfield, PA 16830

December 18, 2008

DATE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 105006
NO. 08-2321-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: JOSEPH COLAVECCHI, ESQUIRE
VS.
DEFENDANT: ASHOK DATTA

SHERIFF RETURN

NOW, December 08, 2008 SERVED THE WITHIN COMPLAINT ON ASHOK DATTA DEFENDANT AT 19 BIRCH STREET, GREAT NECK, NY, 11023 BY CERTIFIED MAIL # 7006 0810 0001 4507 4944. THE RETURN RECEIPT IS HERETO ATTACHED ENDORSED BY UNKNOWN SIGNATURE.

S
FILED
013:00 am
MAR 23 2009

William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	COLAVECCHI	19719	10.00
SHERIFF HAWKINS	COLAVECCHI	19719	25.34

Sworn to Before Me This

____ Day of _____ 2009

So Answers,

Chester A. Hawkins
by Marilyn Hamps
Chester A. Hawkins
Sheriff

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

ASHOK DATTA
19 BIRCH STREET
GREAT NECK, NY 11023

COMPLETE THIS SECTION ON DELIVERY**A. Signature**

Sarita Shrestha Agent Addressee

B. Received by (Printed Name)**C. Date of Delivery**

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

DEC 08 2003

3. Service Type

<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

4. Restricted Delivery? (Extra Fee) Yes**2. Article Number
(Transfer from service label)**

7006 0810 0001 4507 4944

PS Form 3811, February 2004

Domestic Return Receipt

UNITED STATES POSTAL SERVICE

QUEENS, NY 113

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

- Sender: Please print your name, address, and ZIP+4 in this box.

CHESTER A. HAWKINS
SHERIFF OF CLEARFIELD COUNTY
1 N. 2nd ST., SUITE 116
CLEARFIELD, PA. 16830

165006

172



7006 0810 0001 4507 4944

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)		
For delivery information visit our website at www.usps.com		
OFFICIAL USE		
Postage	\$ 2.01	0830
Certified Fee	\$2.70	07
Return Receipt Fee (Endorsement Required)	\$2.20	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 6.92	12/05/2008

Sent To
ASHOK DATTA
Street, Apt. No.:
or PO Box No. 19 (Birch Street)
City, State, ZIP+4
Great Neck, NY 11023
PS Form 3800 (June 2002) See Reverse for Instructions

Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

Important Reminders:

- Certified Mail may ONLY be combined with First-Class Mail® or Priority Mail®.
- Certified Mail is *not* available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

**IMPORTANT: Save this receipt and present it when making an inquiry.
Internet access to delivery information is not available on mail
addressed to APOs and FPOs.**

105006