

08-2321-CD

Joseph Calavecchi Esq vs Ashok Datta

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

JOSEPH COLAVECCHI, ESQUIRE  
Plaintiff

Vs.

ASHOK DATTA  
Defendant

CIVIL DIVISION

No. 08 - 2321 - CD

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

FILED 10/2/08  
DEC 03 2008  
William A. Shaw  
Prothonotary/Clerk of Courts  
Att'y pd.  
\$95.00

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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P. O. BOX 131  
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.

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

LAW OFFICES OF  
COLAVECCHI  
& 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.

A handwritten signature in dark ink, appearing to be 'J. Colavecchi', is written over a horizontal line.

JOSEPH COLAVECCHI, 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

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,

A handwritten signature in cursive script that reads "Joseph Colavecchi".

Joseph Colavecchi

JC:lz  
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**

221 EAST MARKET STREET

*(Across from Courthouse)*

P. O. BOX 131

CLEARFIELD, PENNSYLVANIA 16830

(814) 765-1566 or (800) 953-1566

JOSEPH COLAVECCHI  
PAUL COLAVECCHI

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"

**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.**  
ATTORNEY AT LAW  
221 EAST MARKET STREET (ACROSS FROM COURTHOUSE)  
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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.**  
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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  
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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**  
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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.**  
ATTORNEY AT LAW  
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title company in connection with Excep-  
tions 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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**P.O. BOX 131 CLEARFIELD, PA. 16830**

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  
221 EAST MARKET STREET (ACROSS FROM COURTHOUSE)  
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Preparing Petition directed to the Court of Common Pleas of Clearfield County, Pennsylvania against Secretary of Housing and Urban Development in order to satisfy mortgage of record upon which there was a foreclosure; review of documents, preparing Petition and obtaining a Rule directed to the Secretary of Housing and Urban Development to show cause why the Court should not issue an Order satisfying the mortgage dated March 1, 2000, between Bradford 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  
221 EAST MARKET STREET (ACROSS FROM COURTHOUSE)  
P.O. BOX 131 CLEARFIELD, PA. 16830

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.

4.6 hrs. at \$180 per hour:

\$828 00

After presenting Petition to Court concerning Harbison-Walker Release, obtaining an Order dated April 23, 2007, issuing a Rule on Harbison-Walker Refractories Co. to show cause why an Order should not be issued terminating the Mineral Lease.

1.9 hrs. at \$180 per hour:

\$342 00

Giving notice to Harbison-Walker Refractories Co., which is now ANH

**TO JOSEPH COLAVECCHI, DR.**  
ATTORNEY AT LAW  
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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 Refractor-  
ies Co., who stated that he would be will-  
ing 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  
221 EAST MARKET STREET (ACROSS FROM COURTHOUSE)  
P.O. BOX 131 CLEARFIELD, PA. 16830

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

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 Praecipe with the Court to  
withdraw the Petition to Record Termina-  
tion of Mineral Lease and presenting to

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

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

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)  
P.O. BOX 131 CLEARFIELD, PA. 16830

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

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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

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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:

S648 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

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 9, 2008

Ashok Datta  
19 Birch Street  
Great Neck, NY 11023

In Re: Proposed Sale to WJM Services, Inc.

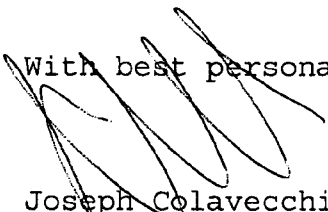
Dear Mr. Datta:

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

**PLAINTIFF'S  
EXHIBIT**

"C"

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

**FILED**

**DEC 19 2008**

JOSEPH COLAVECCHI, ESQUIRE  
Plaintiff

CIVIL DIVISION

No. 08 - 2321 - CD *S m/11:40/4*  
William A. Shaw  
Prothonotary/Clerk of Courts

Vs.

**PRAECIPE TO DISCONTINUE**

ASHOK DATTA

Defendant

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. :  
ASHOK DATTA : No. 08 - 2321 - CD  
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.

<sup>S</sup> FILED  
013:00 Lm  
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 Hamr*

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

X

Saurabh Sharma

☐ 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

- ☒ Certified Mail ☐ Express Mail  
☐ Registered ☐ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

## 4. Restricted Delivery? (Extra Fee)

☐ Yes

## 2. Article Number

(Transfer from service label)

7006 0810 0001 4507 4944

UNITED STATES POSTAL SERVICE

QUEENS NY 115



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. 2<sup>nd</sup> ST., SUITE 116  
CLEARFIELD, PA. 16830

105006



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 <a href="http://www.usps.com">www.usps.com</a>		
OFFICIAL USE		
Postage	\$ 2.02	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

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- 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

PS Form 3800, June 2002 (Reverse)