COPY

Supreme Court of Pennsylvania

Court of Common Pleas
Civil Cover Sheet

Butler County

For Prothonotary Use Only:	
Docket No: 15-10393	

The information collected on this form is used solely for court administration purposes. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

SECTION A

Commencement of Action:
☒ Complaint ☐ Writ of Summons ☐ Petition
☐ Transfer from Another Jurisdiction ☐ Declaration of Taking

Lead Plaintiff's Name: Dewey Homes and Investment Properties, LLC	Lead Defendant's Name: Delaware Riverkeeper Network
Are money damages requested? ☒ Yes ☐ No	Dollar Amount Requested: (check one) ☐ within arbitration limits ☒ outside arbitration limits
Is this a *Class Action Suit*? ☐ Yes ☒ No	**Is this an *MDJ Appeal*?** ☐ Yes ☒ No

Name of Plaintiff/Appellant's Attorney: Ronald D. Amrhein, Jr. and Richard B. Sandow

☐ **Check here if you have no attorney (are a Self-Represented [Pro Se] Litigant)**

2015 MAY 27 P 1:7

Nature of the Case: Place an "X" to the left of the **ONE** case category that most accurately describes your ***PRIMARY CASE.*** If you are making more than one type of claim, check the one that you consider most important.

SECTION B

TORT *(do not include Mass Tort)*
- ☐ Intentional
- ☐ Malicious Prosecution
- ☐ Motor Vehicle
- ☐ Nuisance
- ☐ Premises Liability
- ☐ Product Liability *(does not include mass tort)*
- ☐ Slander/Libel/ Defamation
- ☒ Other: tortious interference with contract

MASS TORT
- ☐ Asbestos
- ☐ Tobacco
- ☐ Toxic Tort - DES
- ☐ Toxic Tort - Implant
- ☐ Toxic Waste
- ☐ Other:

PROFESSIONAL LIABLITY
- ☐ Dental
- ☐ Legal
- ☐ Medical
- ☐ Other Professional:

CONTRACT *(do not include Judgments)*
- ☐ Buyer Plaintiff
- ☐ Debt Collection: Credit Card
- ☐ Debt Collection: Other
- ☐ Employment Dispute: Discrimination
- ☐ Employment Dispute: Other
- ☐ Other:

REAL PROPERTY
- ☐ Ejectment
- ☐ Eminent Domain/Condemnation
- ☐ Ground Rent
- ☐ Landlord/Tenant Dispute
- ☐ Mortgage Foreclosure: Residential
- ☐ Mortgage Foreclosure: Commercial
- ☐ Partition
- ☐ Quiet Title
- ☐ Other:

CIVIL APPEALS
Administrative Agencies
- ☐ Board of Assessment
- ☐ Board of Elections
- ☐ Dept. of Transportation
- ☐ Statutory Appeal: Other
- ☐ Zoning Board
- ☐ Other:

MISCELLANEOUS
- ☐ Common Law/Statutory Arbitration
- ☐ Declaratory Judgment
- ☐ Mandamus
- ☐ Non-Domestic Relations Restraining Order
- ☐ Quo Warranto
- ☐ Replevin
- ☐ Other:

Updated 1/1/2011

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

DEWEY HOMES AND INVESTMENT PROPERTIES, LLC, MARK T. VINSON, JOSEPH P. ELM, MARK GISSENDANER, BRADLEY KRESS, BRIAN KRESS, ALBERT McKEE and CHARLOTTE McKEE, husband and wife, RONALD MOLINARO, JEAN UTZ, MATTHEW VINSON, DEAN WEIGLE and SHARON WEIGLE, husband and wife,	:	
Plaintiffs,	:	
v.	:	No. 2015- 10393
DELAWARE RIVERKEEPER NETWORK, CLEAN AIR COUNCIL, DAVID DENK, JENNIFER CHOMICKI ANTHONY LAPINA, JOANN GROMAN, and AMY NASSIF,	:	
Defendants.	:	

2015 MAY 22 P 1:13

NOTICE

TO THE ABOVE MENTIONED DEFENDANTS:

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take prompt action within (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 claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER (OR CANNOT AFFORD ONE), GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER, IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Office of Prothonotary, Butler County
1st Floor Courthouse
124 West Diamond Street
PO Box 1208
Butler, PA 16003
(724)248-5214

Butler County Bar Association
240 Main Street
Butler, PA 16001
(724)841-0130

By _____
Ronald D. Amrhein, Jr. Attorney for Plaintiffs

( ) Original
(X) Certified Copy
I hereby certify this to be a true and correct copy of the original as filed in this matter.

By _____
Ronald D. Amrhein, Jr., Attorney for Plaintiffs

Serve all papers on:
Ronald D. Amrhein, Jr., Esquire
JONES, GREGG, CREEHAN & GERACE, LLP
109 South Water Avenue
Sharon, PA 16146
724-981-8000

JURY TRIAL DEMANDED

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

DEWEY HOMES AND INVESTMENT PROPERTIES, LLC, MARK T. VINSON, JOSEPH P. ELM, MARK GISSENDANER, BRADLEY KRESS, BRIAN KRESS, ALBERT McKEE and CHARLOTTE McKEE, husband and wife, RONALD MOLINARO, JEAN UTZ, MATTHEW VINSON, DEAN WEIGLE and SHARON WEIGLE, husband and wife,	:	
Plaintiffs,	:	
v.	:	No. 2015-
DELAWARE RIVERKEEPER NETWORK, CLEAN AIR COUNCIL, DAVID DENK, JENNIFER CHOMICKI ANTHONY LAPINA, JOANN GROMAN, and AMY NASSIF,	:	
Defendants.	:	

COMPLAINT

AND now, come the Plaintiffs, by and through counsel, Richard B. Sandow, Esquire, and Ronald D. Amrhein, Jr., Esquire and Jones Gregg Creehan & Gerace, LLP, and files this Complaint in Civil Action and in support thereof avers as follows:

I. PARTIES

1. Plaintiff, Dewey Homes and Investment Properties, LLC is a Pennsylvania Corporation with a business address of 2073 Old State Road, Gibsonia, Allegheny County, Pennsylvania 15044;

2. On or about January 14, 2010 Dewey Homes and Investment Properties, LLC

entered into an oil and gas lease with R.E. Gas Development, LLC;

3. The aforementioned lease is with regard to former Parcel Id No.: 230-3F59-8 consisting of approximately 38.06 acres;

4. Pursuant to the lease, Plaintiff Dewey Homes and Investment Properties, LLC are to receive sixteen percent (16%) of the royalties;

5. Plaintiff Mark T. Vinson is an adult individual residing at 159 Ridge Road, Valencia, Butler County, Pennsylvania 16059;

6. On or about August 4, 2010 Mark T. Vinson entered into an oil and gas lease with R.E. Gas Development, LLC;

7. The aforementioned lease is with regard to Parcel Id No.: 10-3F59-A2B consisting of approximately 17.5 acres;

8. Pursuant to the lease, seventeen percent (17%) of the royalties are due;

9. Plaintiff Joseph P. Elm is an adult individual residing at 675 Sandy Hill Road, Valencia, Butler County, Pennsylvania 16059;

10. On or about April 23, 2010, Plaintiff Joseph P. Elm entered into an oil and gas lease currently owned by Range Resources;

11. The aforementioned lease is with regard to 675 Sandy Hill Road, Valencia, Butler County, Pennsylvania 16059 consisting of approximately 33.47 acres;

12. Pursuant to the lease eighteen percent (18%) of the royalties are due;

13. Plaintiff Joseph P. Elm is also the owner, by assignment, of a lease with R.E. Gas Development, LLC;

14. The aforementioned lease is with regard to Parcel Id No.: 230-2F79-20A consisting of approximately 7 acres;

15. Pursuant to the lease one eighth (1/8) of the royalties are due;

16. Plaintiff Mark Gissendaner is an adult individual residing at 387 Seiner Bridge Road, Valencia, Butler County, Pennsylvania 16059;

17. On or about October 1, 2013, Plaintiff Mark Gissendaner entered into an oil and gas lease with R.E. Gas Development, LLC;

18. The aforementioned lease is with regard to 387 Seiner Bridge Road, Valencia, Butler County, Pennsylvania 16059 consisting of approximately 51 acres;

19. Pursuant to the lease, one eighth (1/8) of the royalties are due;

20. Plaintiff Bradley Kress is an adult individual residing at 125 Laddie Lane, Valencia, Butler County, Pennsylvania 16059;

21. On or about September 14, 2010, Plaintiff Bradley Kress entered into an oil and gas lease with Range Resources;

22. The aforementioned lease is with regard Tax Map No.: 10-3F59-A5 consisting of approximately 37.43 acres;

23. Pursuant to the lease, one eighth (1/8) of the royalties are due;

24. Plaintiff Brian Kress is an adult individual residing at 342 Denny Road, Valencia, Butler County, Pennsylvania 16059;

25. On or about January 14, 2010, Plaintiff Brian Kress entered into an oil and gas lease currently with R.E. Gas Development, LLC;

26. The aforementioned lease is with regard to 342 Denny Road, Valencia, Butler County, Pennsylvania 16059 consisting of approximately 51.5 acres;

27. Pursuant to the lease, one sixth (1/6) of the royalties are due;

28. Plaintiffs Albert McKee and Charlotte McKee are husband and wife residing at 1400 Pittsburgh Road, Valencia, Butler County, Pennsylvania 16059;

29. On or about March 25, 2013, Plaintiffs Albert and Charlotte McKee entered into an oil and gas lease with R.E. Gas Development, LLC;

30. The aforementioned lease is with regard to Tax Map No.: 230-3F59-23 consisting of approximately 34.50 acres;

31. Pursuant to the lease, Plaintiffs Albert and Charlotte McKee are to receive one eighth (1/8) of the royalties;

32. Plaintiffs Albert McKee and Charlotte McKee are also the owners of another lease with R. E. Gas Development, LLC;

33. The aforementioned lease, executed on or about March 25, 2013, is with regard to Tax Map No.: 230-S1-12D consisting of approximately 24.31 acres;

34. Pursuant to the lease, Plaintiffs Albert and Charlotte McKee are to receive one eighth (1/8) of the royalties;

35. Plaintiff Ronald Molinaro is an adult individual residing at 155 Denny Road, Valencia, Butler County, Pennsylvania 16059;

36. On or about September 23, 2009, Plaintiff Ronald Molinaro entered into an oil and gas lease with R.E. Gas Development, LLC;

37. The aforementioned lease is with regard to Tax Map No.: 230-3F59-16 consisting of approximately 24.95 acres;

38. Pursuant to the lease, one eighth (1/8) of the royalties are due;

39. On or about June 20, 2012, Plaintiff Ronald Molinaro entered into a second oil and gas lease with R.E. Gas Development, LLC;

40. The aforementioned lease is with regard to Tax Map No.: 230-3F59-9E consisting of approximately 4.42 acres;

41. Pursuant to the lease, one eighth (1/8) of the royalties are due;

42. Plaintiff Jean Utz is an adult individual residing at 203 Valley Drive, Valencia, Butler County, Pennsylvania 16059;

43. On or about May 20, 2010, Plaintiff Jean Utz entered into an oil and gas lease with Dale Property Service, LP;

44. The aforementioned lease is with regard to Parcel Id No.: 230-3F57-13W consisting of approximately 72 acres;

45. Plaintiff Jean Utz is entitled to receive fifty percent (50%) of the royalties due;

46. Plaintiff Matthew Vinson is an adult individual residing at 149 Ridge Road, Valencia, Butler County, Pennsylvania 16059;

47. On or about August 14, 2010, Plaintiff Matthew Vinson entered into an oil and gas lease with R.E. Gas Development, LLC;

48. The aforementioned lease is with regard to 149 Ridge Road, Valencia, Butler County, Pennsylvania 16059 consisting of approximately 17.5 acres;

49. Pursuant to the lease, Matthew Vinson is to receive fifteen percent (15%) of the royalties;

50. Plaintiffs Dean Weigle and Sharon Weigle are husband and wife residing at 120 David Lane, Valencia, Butler County, Pennsylvania 16059;

51. On or about July 29, 2013, Plaintiffs Dean and Sharon Weigle entered into an oil and gas lease with R.E. Gas Development, LLC;

52. The aforementioned lease is with regard to Tax Map No.: 10-3F59-A4 consisting of approximately 28.99 acres;

53. Pursuant to the lease, Dean and Sharon Weigle are to receive one eighth (1/8) of the royalties;

54. All parties identified above are hereinafter jointly referred to as "Plaintiffs;

55. Defendant Delaware Riverkeepers Network (hereinafter "Network") is a non-profit 501(c)(3) corporation organized in the Commonwealth of Pennsylvania with a last known address of 925 Canal Street, Suite 3701, Bristol, Bucks County, Pennsylvania 19007;

56. Defendant, Clean Air Council, (hereinafter "Council") is a Pennsylvania non-profit corporation with a last known address of 135 South 19 Street, Suite 300, Philadelphia, Philadelphia County, Pennsylvania 19103;

57. Defendant, David Denk, ("Denk")is an adult individual with a last known address of 1017 Marsh Drive, Valencia, Butler County, Pennsylvania 16059;

58. Defendant, Jennifer Chomicki, ("Chomicki") is an adult individual with a last known address of 1015 Marsh Drive, Valencia, Butler County, Pennsylvania 16059;

59. Defendant, Anthony Lapina ("Lapina"), is an adult individual with a last known address of 2019 Eagle Ridge Drive, Valencia, Butler County, Pennsylvania 16059;

60. Defendant, Joann Groman ("Groman"), is an adult individual with a last known address of 129 Forsythe Drive, Valencia, Butler County, Pennsylvania 16059;

61. Defendant, Amy Nassif ("Nassif"), is an adult individual with a last known address of 305 Pinto Place, Mars, Butler County, Pennsylvania 16046;

II. FACTUAL BACKGROUND

62. The averments of paragraphs 1 - 61 are incorporated herein as if set forth fully at length and verbatim;

63. At all times relevant and material to this Complaint, all of the Defendants actions were in concert, and on behalf of each Defendant;

64. R.E. Gas Development, LLC (hereinafter referred to as "R.E.") is a corporation with a history of drilling in the Commonwealth of Pennsylvania in an attempt to locate and retrieve, oil, gas, and its constituents;

65. Range Resources is a corporation with a history of drilling in the Commonwealth of Pennsylvania in an attempt to locate and retrieve, oil, gas, and its constituents;

66. Dale Properties, LP is a corporation with a history of drilling in the Commonwealth of Pennsylvania in an attempt to locate and retrieve, oil, gas, and its constituents;

67. R.E., Range Resources and Dale Properties, LP are hereinafter collectively referred to as "Companies";

68. All Plaintiffs hereto are landowners in Middlesex or Adams Township, Butler

County, Pennsylvania whom have entered into, or are successors in interest to, contracts with Companies (hereinafter collectively referred to as "the contracts");

69. The express purpose of the contracts between Plaintiffs and Companies is to allow drilling activities in an attempt to locate and recover, oil, gas, and its constituents and provide income to Plaintiffs;

70. The contracts provide for Plaintiffs to receive substantial income as a result of the activities aforementioned, based on the provisions of the lease as set forth above, calculated based on a percentage related to the oil, gas, and constituents recovered;

71. The provisions of the zoning ordinances of Middlesex Township, Butler County, Pennsylvania (hereinafter referred to as "the Township") allow the proposed activities of Companies, pursuant to the aforementioned contracts, upon Plaintiffs' properties;

72. Appropriate permits have been issued for these activities by all governmental authorities including Township;

73. On or about November 11, 2014, R.E. announced it would cease all actions with regard to Plaintiffs' leases as a result of the improper activity and interference of Defendants, which is more fully set forth herein;

74. Dale Properties, LP and Range Resources ceased activity relating to Plaintiff's leases;

75. Defendants, acting in concert with each other, engaged in a campaign and common plan to interfere with the contractual relationships between Plaintiffs and Companies by making false, misleading, or inflammatory public statements, presenting improper and

unfounded appeals and wrongful and/or unsupported affidavits before the Zoning Hearing Board of Township (collectively "Defendants' Activities");

76. Defendants' Activities were undertaken not for any legitimate purpose, but performed for the improper purpose of causing delays and extra expense in the performance of the contract between Companies and Plaintiffs, with the ultimate goal of causing Companies not to perform under the contracts with Plaintiffs;

77. Defendants' Activities were a sham for the purpose of interfering with the contractual relationships between Plaintiffs and Companies and, to force Companies not to proceed with drilling activities and other actions, due to Defendant caused delays and costs;

78. Defendants' activities are for the purpose of interfering with actual and prospective contractual relationships between Plaintiffs and oil and gas companies;

79. Defendants' Activities include the following:

(a) intentionally misstating the known facts and health issues in a scorched earth campaign with regard to dissemination of false, misleading, and inflammatory statements;

(b) filing procedurally not permitted challenges to the substantive ordinance for the purpose of forcing further delays;

(c) using purposefully inflammatory language to improperly force Companies not to proceed with its planned activities under the contracts;

(d) pursuing matters which are not properly before the Township Zoning Board for the purpose of causing further delays;

(e) engaging in an incendiary scorched earth campaign and misusing the legal process in pursuit of a "cause," against all Marcellus Shale

drilling activities, which interferes with the Plaintiffs' specific landowner rights of ownership;

(f) engaging in such incendiary actions as a scorched earth campaign and misusing the legal process in the use of inflammatory language not for the purposes of any matters appropriately before the Township Zoning Board, but to raise contributions and financial support for Network and Council;

(g) filing a frivolous substantive challenge to the Township ordinance to interfere with the above referenced contractual relationship;

(h) filing a frivolous substantive challenge to the issuance of Zoning Permits without a factual or legal basis;

(i) filing a frivolous challenge to the Zoning Permits for the purpose of interfering with the above contractual relationships;

(j) improperly and unlawfully engaging in activities contrary to the legal limitations regarding Network's and Council's activities, as 501C(3) charitable organizations, pursuant to law, their organizational documents, purposes, and funding limitations;

(k) otherwise engaging in such activities to cause delay and for other improper purposes, when Defendants knew or should have known the Township Zoning Ordinance is within the scope of the Township's discretion, as affirmed by the Pennsylvania Supreme Court, and there is no meritorious challenge under the law; and

(l) Defendants have proceeded with Defendants' Activities despite these activities having no meritorious legal basis and being only for improper and unlawful purposes.

80. Defendants' Activities and actions have caused Companies to stop, suspend, or not proceed with activities, drilling and production, resulting in a loss of substantial income to Plaintiffs;

81. Defendants' activities and actions have had a dampening effect on the pursuit, negotiation, and execution of new leases;

82. All Plaintiffs have lost the benefit of the royalties, as well as those generated as a result of unitization, as provided for in Plaintiffs' leases as set forth above;

83. Additionally, to the extent Plaintiffs leases expire, the actions of Defendants have resulted in a dampening effect on the willingness of companies to negotiate new leases and affected the likelihood of a new lease or value of same;

84. At all times Defendants have knowledge of the contracts between Companies and Plaintiffs, and similar contracts;

COUNT I – TORTIOUS INTERFERENCE WITH CONTRACTS
vs All Defendants Except Nassif

85. Plaintiffs' incorporate herein by reference Paragraphs 1 through 84 of this Complaint;

86. Plaintiffs have contracts with Companies as set forth herein;

87. Defendants have intentionally and tortiously interfered with such contracts as set forth herein;

88. Defendants' activities and actions are malicious;

89. Defendants' activities and actions are wanton, willful, and outrageous;

90. Defendants' activities and actions have been for the purpose of interfering with the contract between Plaintiffs and Companies;

91. Defendants' activities and actions have proximately resulted in interference with the aforementioned contracts;

92. Defendants' activities and actions are the direct proximate cause of Companies' cessation, suspension or non-performance of activity pursuant to the contracts;

93. As a direct and proximate result of Defendants' activities and actions, Plaintiffs have been deprived of the income generated from the contracts, as well as the use of monies generated therefrom, and any interest generated from said monies;

94. Defendants' activities and actions are with the intention of causing Companies to abandon and cease performing under the contracts;

95. Defendants' activities and actions are without privilege or justification;

96. Defendants' activities and actions as set forth herein, have proximately resulted and are resulting in substantial losses and damages to Plaintiffs not yet fully determined, but believed to be in excess of hundreds of thousands of dollars;

97. Defendants' activities and actions are also subject to punitive damages.

WHEREFORE, Plaintiffs demand judgment against each Defendant in an amount not yet fully determined, but in excess of Thirty-Five Thousand Dollars ($35,000.00), and believed to be in excess of hundreds of thousands of dollars, plus punitive damages, interests, costs, and such other and further relief as is just and proper.

COUNT II – TORTIOUS INTERFERENCE WITH PROSPECTIVE CONTRACTUAL RELATIONS

98. The averments contained in paragraphs 1 – 97 are incorporated herein as if set forth fully at length and verbatim;

99. Several of Plaintiffs' leases expire, have expired, or will expire during the course of the delays caused by Defendants;

100. Plaintiffs have prospective contractual relations with oil and gas companies in

the nature of entering into leases for drilling and recovery of oil, gas, and their constituents;

101. Based on past practice, occurrences, and facts, the execution of leases was reasonably likely;

102. Defendants' actions set forth herein are for the purpose of harming Plaintiffs by preventing the execution of oil and gas leases and the establishment of relationships with oil and gas companies;

103. Defendants' lack justification and privilege for such interference;

104. Defendants' interference has caused actual damage to Plaintiffs in depriving Plaintiffs of receipt of their signing bonuses, execution of oil and gas leases, and receipt of royalties, and the interest and benefits of same;

105. Defendants' actions as set forth herein are wanton, willful and outrageous. WHEREFORE, Plaintiffs demand judgment against each Defendant in an amount not yet fully determined, but in excess of Thirty-Five Thousand Dollars ($35,000.00), and believed to be in excess of hundreds of thousands of dollars, plus punitive damages, interests, costs, and such other and further relief as is just and proper.

COUNT III – CIVIL CONSPIRACY - vs All Defendants

106. The averments contained in paragraphs 1 – 105 are incorporated herein as if set forth fully at length and verbatim;

107. Defendants Activities and actions, as set forth herein, have been in concert and

combination with each other pursuant to a common plan to do an unlawful act or to do a lawful act by unlawful means;

108. As a direct and proximate result of Defendants' conspiracy, Plaintiffs have been damaged as set forth herein;

109. Defendants' activities and actions as set forth herein are overt actions taken in furtherance of and in combination with the plan and in concert with each other;

110. As a direct and proximate result of Defendants' conspiracy, Plaintiffs have been damaged as set forth herein;

111. As a proximate result of Defendants' activities and actions, Plaintiffs have been deprived of the income to be generated from the ongoing activities pursuant to the contract, as well as the use of monies generated therefrom, and any interest generated from said monies;

112. Defendants' activities and actions and conspiracy, as set forth herein, have proximately resulted and are resulting in substantial losses and damages to Plaintiffs not yet fully determined but believed to be in excess of hundreds of thousands of dollars;

113. Defendants' activities and actions and conspiracy, as set forth herein, are wanton, reckless, and outrageous behavior, subjecting each Defendant to punitive liability.

WHEREFORE, Plaintiffs demand judgment against each Defendant in an amount not yet fully determined, but in excess of Thirty-Five Thousand Dollars ($35,000.00), and believed to be in excess of hundreds of thousands of dollars, plus punitive damages, interests, costs, and such other and further relief as is just and proper.

JONES, GREGG, CREEHAN & GERACE, LLP

By: _____
Richard B. Sandow

By: _____
Ronald D. Amrhein, Jr.

Attorneys for Plaintiff

JURY TRIAL DEMANDED

VERIFICATION

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

Dated: 5-20-15

BY:
Dewey Homes and Investment Properties, LLC

VERIFICATION

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

Dated: 5/19/15

Mark T. Vinson

VERIFICATION

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

Dated: 5/18/15

Brian Kress

VERIFICATION

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

Dated: 5/19/2015

Joseph P. Elm

VERIFICATION

We verify the statements made in the *Complaint* are true and correct. We understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

Dated: 05/18/2015 Albert McKee

Albert McKee

Dated: 05/18/2015 Charlotte McKee

Charlotte McKee

VERIFICATION

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

Dated: 5-20-15

Ronald Molinaro

VERIFICATION

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

Dated: 3-18-2015

Matthew Vinson

VERIFICATION

We verify the statements made in the *Complaint* are true and correct. We understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

Dated: 5-19-15 _____
Dean Weigle

Dated: 5-19-15 _____
Sharon Weigle