IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

JOSEPH R. REISINGER,	:	
	:	
Plaintiff	:	JURY TRIAL DEMANDED
	:	
vs.	:	Case No.
	:	
THOMAS LEIGHTON,	:	
FRANCIS KRATZ,	:	
FRED PAPE,	:	
MICHAEL SIMONSON,	:	
JOANN SEMENZA,	:	
CITY OF WILKES-BARRE BUREAU OF HOUSING INSPECTION,	:	
THE CITY OF WILKES-BARRE,	:	
MID-COUNTY RESOURCES, LLC	:	
ROBERT KELLER,	:	
GLENN KELLER, and	:	
DAVID KELLER	:	
	:	
Defendants	:	

COMPLAINT

The Plaintiff, Joseph R. Reisinger, *pro se*, is filing this Complaint against all of the above Defendants, and in support of same, alleges the following:

THE PARTIES

1. The Plaintiff, Joseph R. Reisinger, is an adult individual who resides at 444 South Franklin Street, Apt. # 1, Wilkes-Barre, Luzerne County, PA.

2. The Defendant, Thomas Leighton("Leighton"), at all times relevant hereto, is the Mayor of the City of Wilkes-Barre, and in that capacity, maintains an office located at 40 East Market Street, Wilkes-Barre, PA.

3. The Defendant, Francis Kratz ("Kratz"), at all times relevant hereto, was formerly the Code Enforcement Officer of the City of Wilkes-Barre, with a principle place of business at 40 East Market Street, Wilkes-Barre, Luzerne County, PA.

4. The Defendant, Fred Pape ("Pape"), at all times relevant hereto, was a Building Inspector of the City of Wilkes-Barre Code Enforcement Office, with a principle place of business at 40 East Market Street, Wilkes-Barre, Luzerne County, PA.

5. The Defendant, Michael Simonson ("Simonson"), at all times relevant hereto, was the Assistant Director of Operations for the City of Wilkes-Barre, with a principal place of business at 40 East Market Street, Wilkes-Barre, Luzerne County, PA.

6. The Defendant, Joann Semenza ("Semenza"), at all times relevant hereto, was a Rental Inspector for the City of Wilkes-Barre Bureau of Housing Inspection Unit, with a principal place of business at 40 East Market Street, Wilkes-Barre, Luzerne County, PA.

7. The Defendant, the City of Wilkes-Barre (the "City"), is a

municipality duly incorporated within the Commonwealth of Pennsylvania, with a principal place of business at 40 East Market Street, Wilkes-Barre, Luzerne County, PA.

8. Leighton, Kratz, Pape, Simonson, Semenza, and the City, shall be referred to herein collectively as the "City Defendants".

9. The Defendant, Mid-County Resources LLC ("Mid-County"), is a limited liability company formed in the State of Delaware, and maintains an office in PA located at 1933 State Route 903, Jim Thorpe, PA 18229.

10. The Defendant, Robert Keller ("Keller"), at all times relevant hereto, was an owner and employee of Mid-County, and as such had a principal place of business at 1933 State Route 903, Jim Thorpe, PA 18229.

11. The Defendant, Glenn Keller ("G. Keller"), at all times relevant hereto, was an owner and employee of Mid-County, and as such had a principal place of business at 1933 State Route 903, Jim Thorpe, PA 18229.

12. The Defendant, David Keller ("D. Keller"), at all times relevant hereto, was an owner and employee of Mid-County, and as such had a principal place of business at 1933 State Route 903, Jim Thorpe, PA 18229.

13. Mid-County, Keller, G. Keller, and D. Keller, shall be referred to herein collectively as the "MC Defendants"

TABLE OF CONTENTS

A. PURPOSE OF THIS COMPLAINT

14. The facts and circumstances of this case, set forth below, cannot be described as anything less than heretofore totally unimaginable that representatives of the City of Wilkes-Barre could allow themselves to be illegally corrupted by private interests in still another absolutely patently illegal attempt to severely injure the Plaintiff both professionally and personally.

15. The situation described below is now the sixth attempt by representatives of the City of Wilkes-Barre to attempt to destroy the Plaintiff's interests, including his law practice, and to seize his office building , all obviously in violation of the Plaintiff's legal and constitutional rights.

16. This time, however, the Plaintiff was fortunate to be able to secure a Court Order at the last minute, totally enjoining all of the above Defendants, and therefore the MC Defendants were totally thwarted in the actual implementation of the above plan to take physical control of all of the Plaintiff's law practice assets, including all of his office equipment, and client files, in addition to his office building, all in violation of his legal rights.

17. Further, all of the prior five episodes of illegal actions undertaken by the City's representatives to date are addressed herein, and are also already documented in the prior litigation initiated by the Plaintiff against the City of Wilkes-Barre, and certain of its employees, in addition to certain third parties, and

a copy of each of the complaints that the Plaintiff has filed in each of the above cases is attached hereto.

18. As a summary of the facts of this case, and as described in detail below, at approximately 1:00 p.m. on Thursday, on September 16, 2010, certain representatives of the City of Wilkes-Barre and the owners of Mid-County Resources arrived at the "Law Office" of the Plaintiff located on the first floor of 444 South Franklin Street, Wilkes-Barre (the "Building").

19. As is confirmed by the facts of this case set forth herein, the purpose of the above visit was to present a situation where a representative from the Housing Inspection Unit of the City of Wilkes-Barre, Semenza, the "Rental Inspector", was first to purportedly do an inspection of the Plaintiff's Law Office and Building, allegedly pursuant to the Wilkes-Barre Housing Inspection Ordinance, and then, without any proper justification whatsoever, declare the Plaintiff's Office Building, and of course his Law Office, as being completely uninhabitable (the "Forced Evacuation Notice").

20. The above action thereby required the Plaintiff and all of his staff to evacuate the above Building by 5:00, on the above Thursday afternoon, and to be barred thereafter from reentering the Law Office or the Building, and in that regard, attached as Exhibit A, Notice, is a copy of the Forced Evacuation Notice posted by the Rental Inspector, Semenza, on the front door of the Plaintiff's

Building.

21. As will be obvious based on review of the paragraphs herein, the above was simply a predicate for the representatives of the Mid-County Resources, after the Plaintiff and his staff had been forcibly removed from the Building, by virtue of the Forced Evacuation Notice, and the possible enforcement of that Notice by the Wilkes-Barre Police Department, if needed, to then change all of the locks of the Plaintiff's Building, including his Law Office, at 5:00 p.m. that Thursday afternoon, and then begin hauling all of the contents of the Plaintiff's Law Office, including all of his clients' files and all of his office equipment, into a Penske rental truck that they had parked near the Plaintiff's Law Office for that purpose on the above Thursday afternoon.

22. Additionally, the MC Defendants had also assembled at that time a crew of four laborers to begin the above actual confiscation of all of the Plaintiff's assets that constituted his law practice, starting at 5:00 p.m., on the above Thursday afternoon, and they also had two locksmiths available at that time that were then going to be changing all of the locks of the Plaintiff's Law Office and Building, thereby precluding the Plaintiff or any of his staff from ever having access to his Building or Law Office again.

23. In sum, the involvement of Semenza, the Rental Inspector, by virtue of the above Forced Evacuation Notice, was simply to preclude the Plaintiff from

being able to defend himself and his property interests against the illegal actions that were to be then undertaken by the MC Defendants.

24. Of course, the City wanted the MC Defendants to illegally seize the Plaintiff's Building, and to then destroy his law practice, so that the Plaintiff could not sustain his litigation costs related to all of the other lawsuits that he has presently pending against the City.

25. The MC Defendants, on the other hand, as the purported "new owner" of the Plaintiff's Building, was simply attempting to use the above illegal seizure to secure physical possession of the Plaintiff's Building, without proceeding first pursuant to Pennsylvania law, by filing an ejectment action, because of the fact that the Plaintiff would have substantial defenses to any said action by the MC Defendants.

26. Therefore, the above governmental action was in lieu of the MC Defendants properly, pursuant to an ejectment action in accordance with Pennsylvania law, taking physical possession of the Plaintiff's Building.

27. Finally, because of the obvious illegality of all of the above, coupled with the amount of extreme prejudice that would ensue if the above plan was actually implemented to both the Plaintiff's law clients, and to himself, with the destruction of his law practice, the Plaintiff was able to prepare a petition for an emergency preliminary injunction, late on the above Thursday afternoon, and then

present same to Judge Gartley of the Luzerne County Court of Common Pleas, who executed an Order granting the requested emergency preliminary injunction, which enjoined all of the above Defendants from having any further interference or contact with the Plaintiff, or his Law Office or Building, until future order of the Court.

28. Also, the preliminary injunction order was made permanent after a hearing was held on Tuesday morning, September 21, 2010, related thereto, thereby continuing the injunction against the MC Defendants from further interfering with the Plaintiff's ownership of his Building or his occupancy of the above Law Office location.

29. The City was allowed to be removed as a party to the above because of the assurances by the City that they would cease to assert their prior baseless accusation that the Plaintiff's Building and Law Office were uninhabitable.

30. In sum, but for the "Grace of God" that Judge Gartley granted the above Order, an indescribable amount of prejudice would have occurred to both the Plaintiff's law clients and to the Plaintiff himself, all because of the above unbelievable extent of the moral depravity of the above Defendants.

31. Finally, below is a summary of the remaining contents of this Complaint, as follows:

a) Part B, Current Litigation Between the Parties, sets forth the four

existing lawsuits between the Plaintiff and the above named Defendants, and as is obvious, prior to the date of this filing, there is a substantial history of improprieties already undertaken by all of the above Defendants, prior to September 16, 2010, against the Plaintiff;

b) Part C, The 9/16/2010 Assault; First WB Police Call, is a description of all of the events surrounding the physical assault of the Plaintiff, where he suffered head injuries because of the conduct of Keller, one of the Mid-County Resources owners;

c) Part D, Property Inspection, addresses the "alleged inspection" by the Rental Inspector, Semenza, of the Bureau of Housing Inspection of the City;

d) Part E, Attempted Seizure of Office Contents; 2nd WB Police Call, discusses in detail the diabolical intentions of the MC Defendants to actually attempt to implement all of the above plan, which was to illegally confiscate the Plaintiff's Building, and then illegally seize all of the Plaintiff's law practice assets, and have them hauled to some unknown site or sites, and thereafter deny the Plaintiff from having any further access to any of those above assets.

e) Part F, Plaintiff Secures Preliminary Injunction, which provides the information in regard to the Plaintiff filing a petition for a

preliminary injunction, and further, at the last minute, Judge Gartley, of the Court of Common Pleas, signing that Order, precluding the MC Defendants from executing their above illegal plan; and

f) Part G, Rental Inspector Had no Jurisdiction or Authority, illustrates, based on the Wilkes-Barre Housing Inspection Ordinance, that there was absolutely no jurisdiction for the Rental Inspector, Semenza, from even performing an inspection of a commercial unit, which is the Plaintiff's Law Office, because the Rental Inspector only has responsibility for rental units, providing housing for persons, and not a commercial enterprise.

B. CURRENT LITIGATION BETWEEN THE PARTIES

32. As context, as of this date, there are various pending lawsuits filed by the Plaintiff, as the Plaintiff therein, with the Defendants, as the named Defendants therein, as described below.

I. Cadle/City 1983 Complaint

33. First, on February 2, 2009, the Plaintiff filed a Complaint Case # 3:09 CV-210 (the "1983 Complaint"), against the City, and three employees of the City (including Kratz, the then "Code Enforcement Officer"), in addition to

the Cadle Company, II ("Cadle"), and one agent or employee of Cadle, as the named defendants therein, and a copy of the 1983 Complaint is attached as Exhibit B, 1983 Complaint.

34. As context, the Plaintiff is an attorney engaged in the practice of law, and as such, maintains his Law Office on the first floor of the Building which is located at 444 South Franklin Street, Wilkes-Barre, PA.

35. In the above 1983 Complaint, the Plaintiff has alleged that there were many violations of the Plaintiff's constitutional rights and numerous tortious acts that were committed by all the above defendants named therein, and in particular, said violations and tortious actions included all of Kratz' illegal forced closures of the Plaintiff's Law Office, and then three sequential temporary Law Office locations that he, the Plaintiff, established between April 4, 2007, and April 23, 2007, all as detailed in the 1983 Complaint, so as to continue to meet the needs of his tax clients during tax season.

36. More specifically, the Plaintiff, as a tax attorney, obviously has client responsibilities during the month of April, and Cadle had Kratz illegally close the Plaintiff's Law Office for the entire period from April 4, 2007 until April 23, 2007, and during that period, while Kratz illegally closed the Law Office, the Plaintiff established three sequential temporary Law Office locations in Wilkes-Barre, and in each case, Kratz, upon discovering the Plaintiff's new

Law Office location, immediately illegally forced the closure of each of the three sequential Law Office locations, again, doing everything he possibly could to preclude the Plaintiff from addressing his clients' tax needs during tax season.

37. Further, in regard to discovery related to the above 1983 Complaint, there was a deposition of the Plaintiff that occurred on Wednesday, September 15, 2010 and the Plaintiff believes that the deposition went very poorly for all of the named defendants.

38. More specifically, the attorneys for the named defendants in the 1983 Complaint matter, at the time of the Plaintiff's deposition, had attempted to prove that he, the Plaintiff, could not yet independently prove at this point in the above case that there was an actual conspiracy between Cadle and the City, as alleged in the 1983 Complaint, in regard to any of the forced immediate illegal closures of the Plaintiff's Law Office, and then the three sequential Law Office locations that the Plaintiff had established during the above tax season to meet his clients' needs between April 4, 2007 and April 23, 2007.

39. The Plaintiff alleges it was the intention of the above defendants that if the Plaintiff could not establish the above conspiracy by independent testimony at this point, they were then going to file a motion for summary judgment because the Plaintiff allegedly could not now prove his case without securing court approval for additional discovery.

40. In the above regard, during the Plaintiff's above deposition, the Plaintiff established that he in fact could already prove the above conspiracy because he already had the testimony regarding Phyllis Katsack ("Phyllis") who was a tenant in a property immediately adjoining the Plaintiff's Law Office, who was clearly an agent of Cadle in 2007, and who had told the Plaintiff's office staff that she was keeping Cadle informed of all of the Plaintiff's actions, which communications were critical for Kratz always being able to immediately come to any of the Plaintiff's new Law Office locations that were established for him to then immediately shut each of them down.

41. Further, Phyllis had also, at one point, told Dawn McQuade ("Dawn") of the Plaintiff's office staff that she had at that time expected Kratz to be at our office shortly to close down the second office location that we had just established at 442 South Franklin Street, Wilkes-Barre, and therefore, clearly Phyllis was advising Cadle to tell Kratz what the Plaintiff and his staff were doing from time to time so that Kratz would show up as quickly as possible to close down the Plaintiff's second Law Office location.

42. Also, as Phyllis correctly predicted, shortly after the above conversation with Dawn, in fact Kratz did come to the Plaintiff's temporary Law Office at 442 South Franklin Street, Wilkes-Barre and immediately did shut that Law Office location down, and forced all of the word processors at that location

to leave that property, and threatening them with arrest if they ever returned to that particular property.

43. Again, as is documented by all of the expert opinions that the Plaintiff has, there was absolutely no conceivable basis to support Kratz' illegal forced closure of 442 South Franklin Street, Wilkes-Barre, or any of the other forced illegal Law Office closures, all as detailed in the 1983 Complaint.

44. Next, within hours of the Plaintiff moving his office staff from 442 South Franklin Street to 448 South Franklin Street, Kratz again came to that new location, this time with a zoning officer and threatened to close the entire building if the Plaintiff did not remove his office staff, from that property also.

45. Also, the Plaintiff had the testimony of Roseanne Lesh ("Roseanne") who was another tenant at one of the other properties that Kratz went to mandate the immediate forced closure of a temporary Law Office location established by the Plaintiff.

46. Specifically, Roseanne had testified at her deposition that Cadle had called either her or the second floor tenants advising them that Code Enforcement officers were on the way shortly before Kratz also showed up at the Plaintiff's fourth Law Office location at 62-64 West Ross Street, Wilkes-Barre, to immediately close that third temporary Law Office location that the Plaintiff had established, where Dawn, his assistant, was then doing word-processing for him.

47. In fact, before Kratz arrived, the Plaintiff, based on the above warning from Roseanne, was able to get Dawn relocated from the 62-64 West Ross Street property, before Kratz showed up to have her arrested.

48. Additionally, when the Plaintiff later went to visit 62-64 West Ross Street to verify that Dawn had left the building by that point, Roseanne told the Plaintiff that Kratz did in fact show up after Dawn had left, and therefore, what Roseanne had heard from Cadle came to pass.

49. In sum, based on all of the above, plus a tremendous amount of circumstantial evidence, in that there is absolutely no credible basis whatsoever to justify any of the above closures by Kratz, in regard to the Plaintiff's Law Office or any of the subsequent specific temporary Law Office locations the Plaintiff had established, it is obvious that there was a comprehensive conspiracy between Cadle and the City, throughout all of Kratz' Law Office closures, because the City had absolutely no legitimate basis to be authorizing Kratz to be doing any of the above.

50. All of the above Law Office closures aided Cadle solely in its attempt to preclude the Plaintiff from being able to reconstruct the management company of his rental properties after the Pennsylvania Superior Court had granted a Stay Order in favor of the Plaintiff.

51. Of course, based on the fact that no benefit to the City was ever

gained by all of the Law Office closures by Kratz, it is pretty obvious that Kratz in the above context was solely the "attack dog" of Cadle.

52. Further, during the above deposition of the Plaintiff, in response to a question by counsel for Cadle, the Plaintiff testified that, based on all of the expert reports that the Plaintiff had received to date, there is absolutely no conceivable rational basis that could have justified any of Kratz' forced closures of his four sequential Law Office locations, and that the only beneficiary of that above corrupt behavior by Kratz was Cadle, and therefore the Plaintiff referred to Kratz, at that point, because of all of his behavior not being of any benefit to the City, but solely to Cadle, as Cadle's "attack dog".

53. However, at the conclusion of the above deposition of the Plaintiff, Kratz, who was in attendance throughout the above deposition, approached within three feet of the Plaintiff personally, and then threatened the Plaintiff, by sticking his finger directly in the face of the Plaintiff, and then he told the Plaintiff that "absolutely under no circumstances should the Plaintiff ever again refer to him as a "dog".

54. Also, at the time the above physical threat was made by Kratz, the Plaintiff was looking at both Mr. Donald Brobst, counsel for the City Defendants, and Kratz, and it was obvious that Mr. Brobst was shocked by the above very stern serious physical threat to the Plaintiff that had actually just been made by

Kratz, as mentioned above.

55. In regard to the above threat by Kratz, it is unknown to the Plaintiff how the expression of calling Kratz "Cadle's attack dog" is somehow referring to Kratz as a "dog", because the Plaintiff believes that the above two expressions represent completely different meanings.

56. In fact, *Encarta Dictionary* provides that the definition of an "attack dog" to be "a powerful dog of a breed that is naturally fierce and aggressive, or is trained to be so", and further, in the above same dictionary, it provides when referring to a person as a "dog", it means somebody regarded as unpleasant or contemptible, and therefore, in sum, as is obvious, based on the above, the above two expressions are not synonymous.

57. Also, Kratz is somehow still employed in the Code Enforcement/Housing Unit Department of the City of Wilkes-Barre, even though he had been previously fired as the Code Enforcement Officer, because of an overwhelming amount of proof of incompetence, in addition to the fact that he was never qualified to have ever served at any time, as the Code Enforcement Officer of the City of Wilkes-Barre.

58. Kratz has repeatedly failed to pass the state certification tests that one needs to be approved as a Code Enforcement Officer, anywhere in the Commonwealth, and therefore, he was never qualified to serve in that capacity

for the City, at any time.

59. Therefore, how Wilkes-Barre ever appointed a person that was completely incompetent to ever serve as the Code Enforcement Officer is a strong indication that his appointment was simply either a political appointment, or because of the fact that he would follow whatever instructions were given to him, without considering the ethical or legal propriety thereof; in sum, his appointment was not made because of the fact that he was qualified for the above position.

60. In light of the above threat by Kratz, it is obviously more than a coincidence that, within twenty-four hours of the above threat by Kratz to the Plaintiff, a Rental Inspector of the City, Semenza, who has been working for at least the ten years with Kratz, and who was her supervisor during most of that period of time, in fact did exactly the same thing that Kratz had been illegally mandating previously, which was again the forced baseless illegal evacuation of the Plaintiff's Law Office, and all of the apartments in the Building, for absolutely no conceivable rational basis, as detailed herein.

61. Additionally, it is almost comical that, at the time of the closure of the Plaintiff's Law Office, described in detail below, it appeared that everyone from the City's Housing Unit and Code Enforcement Department was at the Plaintiff's Law Office location, sometime during the "inspection" of his Building, other

than Kratz, who, must have been "hiding under his desk", at that time, in an attempt to demonstrate that his fingerprints were not directly connected to having been the instigator of the mayhem described below.

62. Semenza, the Rental Inspector from the Bureau of Housing Inspection of the City was at the Plaintiff's Law Office on September 16, 2010, the day after the above physical threat, and had her boss, Simonson, actually come to the Plaintiff's Building and then post the above totally illegal "Forced Evacuation Notice", referred to above as Exhibit A, Notice.

63. Also, it is important to note that in Kratz's absence at the above attempted illegal forced closure of the Plaintiff's Building on September 16, 2010, in his stead was the other City Building Inspector, Pape, who has been employed by the City in the above capacity for at least the last five years.

64. Pape is a confirmed thief, because before he became employed by the City of Wilkes-Barre as the Building Inspector, he had his own construction company, and the Plaintiff had employed him on numerous occasions in the past in that capacity, and in fact, in 2004, Pape stole $3,300 from the Plaintiff, by misappropriating a deposit check the Plaintiff's employee, Bill Bookwalter, paid to Pape in regard to a construction project in Kingston, at one of the Plaintiff's Properties.

65. As context, Pape and his wife, in 1980, played on the same softball team as the Plaintiff and his then wife, in conjunction with Attorneys Kim and Ruth Borland, Attorney Bob Panowitz and his wife, and Attorney Charles McCormick and his wife, and it is believed that because Kim and Ruth put the team together, they had the initial personal relationship with Pape.

66. The Plaintiff, after the above, had maintained a personal/professional relationship with Pape, because of the obvious confidence that Kim and Ruth had placed in him by having him part of the above group.

67. Therefore, because of the above, Pape was not treated as a normal contractor, when the Plaintiff was engaging his services, because he was held in a very trusted position, and he knew that.

68. Normally, when the Plaintiff's employees engaged independent contractors for the Plaintiff, minimal deposits were advanced, in that, for example, the Plaintiff always paid directly for all the materials for any job, rather than giving the above funds directly to the contractor, for them to pay for the supplies themselves, solely because of the risk that the above deposit funds will not be used for their intended purpose.

69. However, in the above case with Pape, because he was trusted, Bill gave him a check for $3,300 to be applied for materials, and a small portion of

that for part of the labor, for a repair job to the rear steps and porches at 52-54 South Atherton Street, Kingston, PA.

70. However, after the above payment, neither the Plaintiff nor any of his employees ever heard from Pape again, and it was subsequently determined that Pape took the above money and went on a vacation with his wife to Atlantic City, and within two weeks after the above theft of the above funds from the Plaintiff, Pape accepted a position as a Building Inspector, for the City of Wilkes-Barre.

71. The Plaintiff then contacted a magistrate to institute a lawsuit against Pape, and was advised at that time that there were at least $75,000 to $100,000 in claims already filed against Pape, because of the fact that he had already taken advantage of many other people before he did the above to the Plaintiff, and therefore, the Plaintiff abandoned any prospect of instituting a lawsuit against Pape because of the lack of prospect of collectability.

72. In sum, based on the above history, having Pape show up at the sixth illegal forced closure of the Plaintiff's Law Office and Building, in Kratz's stead, only makes the above scenario even more incapable of having been imagined.

73. Also, the Plaintiff at this time is not including Donald Brobst Esq., counsel for the City Defendants, as a party to this action, even though Mr. Brobst (i) has already lied eleven times, in a clearly unethical attempt to improperly injure the Plaintiff and the Plaintiff's property interests, in conjunction with Atty.

Kevin Fogerty, when Brobst filed a motion in a 1983 lawsuit the Plaintiff filed against the City, four of its employees, and one other party (case # 3:09-CV-210), and (ii) has already promised the Plaintiff previously that, because of other outrageous illegal conduct by certain employees of the City described herein, the subject of another 1983 lawsuit the Plaintiff has filed against the City and others, no employee from the City of Wilkes-Barre would further harass the Plaintiff, or any of his properties.

74. In spite of the above assurances, the above sixth illegal forced closure of the Plaintiff's Building and Law Office occurred within 24 hours after Brobst observed the above deposition, and Kratz's very serious physical threat made to the Plaintiff; therefore, it is not credible that Brobst, based on Kratz's prior history of acting without any sense of propriety in his employment functions on behalf of the City, did not anticipate some "payback", illegal as it may be, by the City employees, and did not prevent same, pursuant to the above assurances he had made to the Plaintiff to do so.

75. In fact, the only reason why Brobst is not being added as a party in this case is solely because of the immense amount of respect that the Plaintiff has for many of the other attorneys that are partners with Brobst at Rosen, Jenkins and Greenwald, and it is therefore out of respect to those highly talented attorneys that the Plaintiff has not included Brobst as a party in this case.

76. Finally, the above is notice to the above Firm that having Brobst removed as counsel for the City Defendants, at this time, would be to the best interest of the above Firm, because (i) the Plaintiff will not refrain from including Brobst as a defendant in any future filings if his conduct would require him being included as a party, and (ii) the Plaintiff will obviously be calling Brobst as an important witness in this case, and in two other cases that the Plaintiff has with the City, because of all the above, and other matters.

77. Finally, how could any City administration employ (i) Kratz, who is without a doubt corrupt, based on all of the above (ii) Pape, who is a thief, (iii) Semenza, who obviously was acted illegally by participating in the above "phony inspection", that was the basis for the illegal Forced Evacuation Notice related to the Plaintiff's Building, and (iv) finally, Simonson, who actually posted the illegal Forced Evacuation Notice; thus, is the state of affairs in the City of Wilkes-Barre.

78. Finally, as in the past, there is absolutely no basis for Kratz to have closed the Plaintiff's Law Offices in the past, and for example, attached as Exhibit C, is a copy of the certification by two architects, Ralph Melone, and Charles Shoemaker, all indicating that Kratz had absolutely no factual basis whatsoever to have forced the immediate closing of the Plaintiff's Law Office at 444 South Franklin Street, Wilkes-Barre, in April of 2007, the subject of the

above lawsuit.

79. Additionally, after Semenza, the Rental Inspector, and her boss, Simonson, issued the above referenced Force Evacuation Notice closing the Law Office at 444 South Franklin Street, Wilkes-Barre, on Thursday, September 16, 2010, described herein, the Plaintiff requested that he receive a report that would reflect the factual basis to justify the above immediate forced closure of his Building, and that information was to have been provided to the Plaintiff no later than the close of business, on Friday, September 17, 2010, and no information, in the above regard, was ever provided to him, I believe, for obvious reasons.

II. City Complaint

80. Further, on July 12, 2010, the Plaintiff filed a complaint, case # 8869 of 2010 (the "City Complaint"), in the Court of Common Pleas of Luzerne County, and alleges therein that the City and all of the other named six defendants, including Simonson, who are agents or employees of the City, assessed the Plaintiff with twenty-four illegal citations and seven illegal notices, forcing the Plaintiff to have expended over $45,000 of his funds to maintain certain properties for which he had absolutely no legal responsibility to do, and attached hereto as Exhibit D, City Complaint, is a copy of same, which details the obvious illegalities on the part of the City and its employees.

81. As context, the Plaintiff, on January 1, 2008, owned twenty-five properties in the City of Wilkes-Barre, Luzerne County (the "Plaintiff's Properties"), and a list of same is attached as Exhibit E, Property List.

82. Also, as stated above, in July of 2008, the Luzerne County Tax Claim Bureau ("TCB"), instituted real estate tax sales procedures, pursuant to the Real Estate Tax Sales Act of 1947 ("RETSA"), listing the Plaintiff's Properties for exposure at the upset price sale then scheduled for December 5, 2008, and at the time of the above upset price sale of the Plaintiff's Properties, no bids for any of the Plaintiff's Properties were received.

83. Because of the above upset price sale of the former Plaintiff's Properties, and because no bids were received, pursuant to the RETSA, the TCB then became the Trustee of the former Plaintiff's Properties, by operation of law, based on the following statutes and case law.

84. More specifically, the above automatically occurs by operation of the provisions provided in 72 P.S. §5860.608 of the RETSA, which reads, in part, as follows:

> "§5860.608. Deed
>
> After the court has confirmed the sale and the purchaser has paid the amount of his bid, it shall be the duty of the bureau to make to the said purchaser, his or their heirs or assigns a deed in fee simple for the property sold. Each such deed shall be in the name of **the bureau as trustee grantor**…" (emphasis added)

85. Additionally, 72 P.S. §5860.615 of the RETSA provides for basically the same as the above, which reads, in part, as follows:

> "§5860.615. Deeds
>
> When the price for the private sale of any said property has been finally approved or confirmed, as hereinbefore provided, the bureau shall upon payment over of the purchase price less the option money, if any, make to the purchaser, his or their heirs or assigns, a deed in fee simple for the property sold. **Each such deed shall be in the name of the bureau, as trustee grantor** and shall be executed and duly acknowledged before the prothonotary by the director. Such deed shall convey title to the purchaser free, clear and discharged of all tax claims and tax judgments, whether or not returned, filed or entered, as provided by this or any other act." (emphasis added)

86. Finally, the Court, in *Commonwealth of Pennsylvania v. Sprock*, 795 A.2d 1100 (Pa. Commw. 2002), dealt with a situation where there was a citation by a municipality to the prior record owners in reference to a property that had been listed at an upset price sale and for which no bids were received, and in that regard held as follows:

> "Sections 608 and 615 of the Law instruct that the deed to a tax delinquent property sold at an upset sale shall be conveyed by the bureau as **trustee**, which is a person or entity holding legal title to property for the benefit of another. Thus, it is clear that a tax claim bureau must become trustee of a property at the moment it concludes the upset sale, that is, when the property is struck down, and legal title to the tax delinquent property passes to the tax claim bureau, as trustee, at that time, which is the most appropriate time for that to happen because the owner's right of redemption at that time is extinguished. We so hold." (emphasis added)

87. In summary, if bids are received for a listed property at an upset price sale, the person who submitted the acceptable bid becomes the new owner

of record of the listed property, and said person is to be the proper recipient of any maintenance citations after the date of the upset price sale in regard to the listed property, which the new owner just purchased.

88. Further, if there were no bids received for a listed property at an upset price sale, at that point, the tax claim bureau involved becomes the trustee of the property, because of the above statute, and in those instances where the tax claim bureau becomes the trustee, the municipality within which the property is located maintains the subject property, because the tax claim bureau never has the staff to accomplish that task.

89. Finally, under no circumstances does the prior record owner continue to have any legal responsibility in regard to any of the maintenance matters related to any of the listed properties at a prior upset price sale, which is what happened on numerous occasions in this case.

90. Also, part of the sales process initiated by a tax claim bureau, as required by the RETSA, when a tax claim bureau is conducting the upset price sale of properties, involves an extensive amount of public advertising, whereby, for example, advertising by a local newspaper is required on a periodic basis in advance of the above upset price sale, and therefore it is impossible for the City not to have known that the Plaintiff's Properties were all listed for the upset price sale on December 5, 2008.

91. Further, the above statutes were enacted in Pennsylvania in 1947 as part of the RETSA, and therefore, obviously the City in 2010, 63 years after the above statutes were enacted, knew what the effect of the above statutes were on the administration and enforcement of the City's construction code and property maintenance code.

92. Therefore, because of the above statutes and case law, the substantial advertising and the passage of 63 years since the enactment of the RETSA, the City obviously had an obligation to determine, after each upset price sale is conducted by the TCB, which properties in the City were listed for which no bids were received, because thereafter, in reference to those properties, obviously the TCB is treated as the Trustee of those properties, and not the prior record owner, for purposes of future citations by the City's representatives in regard to maintenance matters, etc.

93. In sum, because of all of the above, for all of the properties located in the City for which no bids were received at an upset price sale, the prior record owner should receive no further property citations, etc.

94. However, even though it is obvious, because of the above statutes and case law, substantial advertisement and the passage of 63 years since the enactment of the RETSA, that the Plaintiff has not been the owner of the former Plaintiff's Properties since December 5, 2008, attached as Exhibit F, Citations, is

a copy of twenty four citations (each a "Citation"), all dated on or after December 5, 2008, that representatives of the City herein have illegally been forwarding to the Plaintiff, complaining about garbage cleanup and other maintenance matters relating to some of the former Plaintiff's Properties, many of which Citations to date the Plaintiff has properly addressed, fearing prosecution by the City.

95. Also, the Plaintiff received seven notices (each a "Notice") from Simonson, after December 5, 2008, which deal with attempts to force the Plaintiff to address certain alleged hazardous conditions that exist with four of the former Plaintiff's Properties that, since December 5, 2008, have been left vacant and have now been the victim of arson, which caused substantial damage, and a copy of each said Notice is attached as Exhibit G, Notices.

96. For example, one of the Notices that the Plaintiff received since December 5, 2008 from Simonson that threatens him pertains to 6 Monroe St. and reads as follows:

> "The structure located at 6 Monroe Street in Wilkes-Barre, PA has been deemed unsafe and a danger to public welfare. According to the Wilkes-Barre City Code of Ordinances section 7-25(a) Unsafe buildings:
>
> (a) Removal or repair of buildings. Whenever any building, structure or part thereof or appurtenances thereto shall have been declared dangerous or unsafe by the building inspector or his designee or the fire inspector, be demolished, taken down or removed
>
> The penalties for not completing the work according to Section 7-26 (c)(2) of the City Code of Ordinances states:

> (a)(2) The owner of a building, structure or premises where anything in violation of these building regulations shall be…guilty of a separate offense and upon conviction thereof be liable to a fine of not more than one thousand dollars ($1,000.00) for each offense. Each day that the violation or unsafe condition shall continue shall constitute a separate offense and shall be liable to a fine of not more than one thousand dollars ($1,000.00)." (emphasis added)

97. Therefore, as set forth above, each illegal Notice that the Plaintiff has received since December 5, 2008 threatens the Plaintiff that if he did not make substantial repairs to, or demolish, the former Plaintiff's Property involved with that particular Notice, Simonson would subject him to a $1,000 per day fine and possible imprisonment, if he did not pay the fine.

98. Further, because it costs approximately $20,000 to $25,000 to demolish a single family home, have all of the debris hauled from the site, and then to have the site leveled, as required by each above Notice, the Plaintiff was confronted with a situation where Simonson, on behalf of the City, and at Leighton's direction, was going to fine the Plaintiff $1,000 per day for each of the above four properties ($4,000 per day in total), unless the Plaintiff expended a total of $80,000 to $100,000 to demolish the above four buildings that the Plaintiff no longer owned or had any legal responsibility to address.

99. Thus, Simonson gave the Plaintiff the choice of either paying $4,000 per day in penalties, until he exhausted all of his funds, and then he could potentially be imprisoned for contempt, or to pay the $80,000 to $100,000, as

illegally required by Simonson, in demolition costs.

100. Also, as stated previously, there has been a substantial history of the City, specifically by Leighton and Kratz (that occurred in 2006 and 2007, including a three week forced closure and an immediate evacuation of four successive Law Office locations established by the Plaintiff to allow him to then try to continue to serve his law clients and his tenants) previously (i) violating the Plaintiff's constitutional rights, and also (ii) making him the victim of a substantial amount of tortious acts, all as detailed in the 1983 Complaint, Case # 3:09 CV-210, filed by the Plaintiff in the United States District Court for the Middle District of Pennsylvania against various defendants, including the City, Leighton and Kratz.

101. Also, it is most troublesome that Simonson, who serves at Leighton's direction, is the signatory to all of the illegal Notices that the Plaintiff has received that obviously present the imposition of very severe financial consequences to the Plaintiff irrespective of whether he did or did not comply with the illegal Notices.

102. Simonson, by being in the above position, at Leighton's direction, to force the Plaintiff to now pay the above $80,000 to $100,000 in funds to demolish four of the former Plaintiff's Properties, that the Plaintiff has no legal responsibility to address, would obviously make it much more difficult, after the

Plaintiff expended the above funds, for the Plaintiff to continue to fund the costs of the litigation related to the 1983 Complaint, and this extreme difficulty would obviously benefit Leighton, who was one of the primary perpetrators of all of the illegal actions on behalf of the City as referenced in the 1983 Complaint.

103. Additionally, in regard to the above illegal Citations and illegal Notices, the City has also undertaken improper enforcement actions against the Plaintiff in reference to same, because of the Plaintiff's failure to address some of the matters in the most recent illegal Citations and illegal Notices, and attached as Exhibit H, Summonses, is a copy of four summonses that have been served on the Plaintiff to date, related to matters set forth in certain outstanding illegal Citations and illegal Notices, and the total amount of the fines threatened to be assessed against the Plaintiff at this time is $14,308.00.

104. Further, attached as Exhibit I, Bench Warrant, is a copy of a "Bench Warrant" related to the Plaintiff's non-compliance with one of the illegal Citations issued by one of the City employees, that was served on the Plaintiff by a Constable on Monday, June 21, 2010, and attached as Exhibit J, Copy of Check, is a copy of a check in the amount of $614.50, made payable to District Court 11-1-01, that the Plaintiff had to pay on June 21, 2010 in reference to the above Bench Warrant to avoid immediate arrest.

105. As stated above, after the upset price sale of twenty-five of the

former Plaintiff's Properties on December 5, 2008, the Plaintiff began to receive illegal Citations related to some of them.

106. After the above first illegal Citation was sent to the Plaintiff, the Plaintiff then reviewed the list of the twenty-five former Plaintiff's Properties in the City to determine which ones were still being managed by Cadle, who is the nefarious company that is named as a co-defendant, with the City, Leighton and Kratz in the 1983 Complaint, and that amount was three, and therefore the remaining number of twenty-two of the former Plaintiff's Properties are referred to herein as the "Remaining Properties".

107. It is respectfully submitted that the City Defendants, in the City Complaint, have again attempted to do everything that they possibly can to make it impossible for the Plaintiff to continue to sustain the financial costs of the litigation against the City and the other named defendants in the 1983 Complaint.

108. Further, attached as Exhibit K, City Complaint #2, is a copy of the complaint that was filed in County Court, seeking redress for violations of the Plaintiff's state constitutional rights, and in that regard, further attached as Exhibit L, Preliminary Injunction, is a copy of the petition for a preliminary injunction, related to the City Complaint, and attached as Exhibit M, Memorandum of Law, is a copy of the memorandum of law filed in support of the above petition for Preliminary Injunction.

109. The purpose of the above Preliminary Injunction includes precluding the City, or any of its employees, from having any future involvement with the Plaintiff, or his Law Office location, or any other property of the Plaintiff in the City, because of the numerous clearly demonstrated illegal actions that are totally prejudicial to the Plaintiff and the Plaintiff's Property interests that are detailed in the 1983 Complaint, and now the City Complaint.

III. City\Cadle\TCB (the "19 D Complaint")

110. Further, the Plaintiff is about to file a complaint against 19 Defendants, including Cadle, and five of its employees, the City, and six of its employees or agents, and Luzerne County and the TCB and four of its employees and agents (the "19 D Complaint").

111. More specifically, in the 19 D Complaint, the Plaintiff will allege the following violations of the Plaintiff's constitutional rights, and the occurrence of numerous tortious acts by all of the above named defendants, all of which occurred after December 5, 2008, that included the following actions:

a. As of December 5, 2008, pursuant to Pennsylvania Law, the TCB became the Trustee of the twenty-five former Plaintiff's Properties within the City, because no one bid for them at the upset price sale that was scheduled for that date, and as a consequence, the RETSA provides that the trustee in that case is the

applicable tax claim bureau.

b. However, in this case, the TCB has completely failed in any way to assume any of its statutorily required duties as the Trustee of the former Plaintiff's Properties, and is therefore clearly in obvious violation of the RETSA, and as a consequence, is substantially exposed to liability to the Plaintiff, because of said violations.

c. As an example of the above failure of the TCB to honor any of its responsibilities as the statutorily appointed Trustee of the former Plaintiff's Properties, after December 5, 2008, the TCB has allowed Cadle to continue to seize illegally all of the rents from the former Plaintiff's Properties that were managed previously by Cadle, even though Cadle, as a bidder, has absolutely no legal right to anything, at any time, in reference to any of the former Plaintiff's Properties, or any of the rent related thereto, until the completion of the ongoing litigation between the Plaintiff and the TCB, and then, only if the original tax sales are not invalidated by the Court.

d. Consequently, the TCB allowing the above to occur is in obvious violation of its statutory obligations, all as detailed in the 19 D Complaint, attached hereto.

e. Also, the TCB has not assumed any responsibility for the maintenance matters in regard to the former Plaintiff's Properties, as required as

the Trustee of same, and as a consequence, the City has been sending, since December 5, 2008, all of the illegal maintenance Citations (24) and Notices (7) to the Plaintiff, in reference to the former Plaintiff's Properties, to the extent that the Plaintiff has now been financially prejudiced, to the extent of over $45,000 of his own funds, for maintenance costs for properties for which he had no legal responsibility to maintain, all as described in the 19 D Complaint, and the schedules attached thereto.

IV. Plaintiff v. Mid-County Defendants

112. The last litigation between the parties pertains to a complaint that is about to be filed by the Plaintiff, against Keller, G. Keller, D. Keller and Mid-County, dealing with numerous tortious acts that occurred on January 22, 2010, as described herein.

113. As context, on August 26, 2009, twenty-four of the Plaintiff's Properties were exposed to a judicial tax sale, and the MC Defendants submitted the highest bid for five of those Properties, which Properties included the Plaintiff's Building, which includes the Plaintiff's Law Office located at 444 South Franklin Street, Wilkes-Barre.

114. After the judicial tax sale of the above former Plaintiff's Properties, the TCB was obliged to, and did, file a 607 Consolidated Return, seeking court

confirmation of the above judicial tax sale.

115. Further, the Plaintiff, pursuant to 72 P.S. §5860.607(d), filed a Petition to Object to same, because of the numerous constitutional rights violations and the tortious acts, etc., that are referenced in the Petition to Object, and a copy of the Petition to Object is attached as Exhibit N, Petition to Object.

116. Presently the 607 Consolidated Return is in litigation before Judge Brown, in regard to the tax sale of each of the former Plaintiff's Properties, and it is expected that Judge Brown, will be shortly scheduling argument in reference to the briefs recently filed by all of the interested parties, related to the above.

117. However, on the evening of Friday, January 22, 2010, eight months ago, even though the MC Defendants, at that point, did not have the receipt of any deed related to the above Property, at about 6:30 p.m., after the office staff of the Plaintiff had left the Law Office for the day, which Law Office is located on the first floor of the above Building, two individuals from Mid-County then illegally entered the Building from the right side door, facing the Building from the rear, being the "Rental Side".

118. Also, at the time of the above illegal entry into the Building by the above two individuals from Mid-County, there was a sign on the rear Rental Side door indicating that no entry should be made through that door into the Building after 5 p.m., but in spite of said notice, the two individuals ignored same, and

then opened the rear door, and entered the hallway, which is what exists on the other side of the rear door.

119. However, shortly before the above illegal entry, a witness observed an SUV arrive in a parking lot immediately behind the Building, and in the SUV, at that time, were three male individuals, and two of those men were the individuals who illegally then entered the above Building, and the third individual remained in the SUV with the engine on, and might have been there as a lookout.

120. Further, after the above two individuals made the above illegal entry, they then proceeded up the hallway to the second floor of the Building, and then went into Apartment #2 on the second floor, which faces the front of the Building.

121. At that point, it is believed that the two individuals then proceeded up the hallway into the third floor, and entered Apartment #3, on the third floor, which also faces the front of the Building, and then they came down the hallway again, to the landing on the second floor, to then enter the second floor rear apartment, Apartment #1, which is a two-bedroom apartment, on two floors, with a spiral staircase connecting the floors to the apartment.

122. At that time, the Plaintiff, Matthew Reisinger, one of the tenants in Apartment #1, and the only person that was actually in the Building at the time of the above illegal inspection, was using the bathroom facilities on the second floor

in his apartment, and because of the loud pounding by the above two individuals on his entry door, he left the bathroom and opened the door to determine who was there.

123. When he opened the door to his apartment, he was then confronted by the two individuals who told him that they owned the Building because of the above judicial tax sale, and wanted his name and address and a substantial amount of additional information related to the Building.

124. Further, one of the above male individuals then identified himself as David Keller previously defined as D. Keller, and gave Matthew a note, a copy of which is attached as Exhibit O, Note, which provides basic contact information in reference to D. Keller.

125. At that point, Keller and his accomplice vacated Apartment #1, by going down the stairwell on the law side of the Building, and then proceeded down the hallway to the Law Office inside door, where they discovered that it was unlocked, and then went inside the Law Office.

126. Because of the fact that the employees of the Law Office had thought that the Building was secure, they did not lock the inside door from the hallway to the Law Office at the close of business at 5:00 p.m. that Friday afternoon, which allowed for the above illegal entry.

127. Further, after Keller and his accomplice entered the Law Office, they

were in the Law Office for at least a half hour, and then either Keller, or his accomplice was then seen leaving the Law Office from the rear door with numerous legal files under his arm by the above witness.

128. Further, it is known that the above files were stolen, because as stated above, the above witness also observed Keller and his accomplice when they originally entered the Building, and at that time, they were not carrying any files, but simply a flashlight and some other type of tools, possibly tools to open locked doors.

129. Additionally, either Keller or his accomplice was overheard, as he was vacating the Building with the above files under his arm, speaking on a cell phone to a third person, indicating that they were successful in breaking into the Building, and that they had materials that they wanted to review with whomever they were speaking to, who apparently was participating in their activities.

130. Also, the identity of the individual that was the lookout in the SUV is currently unknown to the Plaintiff, but it is assumed that the other two individuals with Keller were G. Keller, and D. Keller, the other two alleged owners of Mid-County.

131. Because of the above outrageous illegal invasion of the Building by Keller and his accomplice, in a conspiracy with the other members of the MC Defendants, the Plaintiff has now filed a complaint against all of the MC

Defendants, and a copy of same is attached as Exhibit P, MC Complaint.

132. Also, as described below, the Plaintiff has already secured an emergency preliminary injunction, in reference to events described herein, forbidding the MC Defendants from further illegally interfering with his occupancy of his Law Office and Building until further Order of the Court.

133. Therefore, the Plaintiff is not going to file another petition for a preliminary injunction now in reference to the MC Complaint, and a copy of the emergency petition for a preliminary injunction and the related Court's Order that had been filed against the MC Defendants is attached as Exhibit Q, Emergency Order.

C: THE 9/16/2010 ASSAULT; FIRST WB POLICE CALL

134. As stated above, the Plaintiff, Joseph R. Reisinger, is an attorney, who is engaged in the practice of law, and as such, maintains his Law Office on the first floor of a three story building located in his Building at 444 South Franklin Street, Wilkes-Barre, Pa.

135. On the second and third floor of the Building are three apartments, and the Plaintiff maintains an apartment, Apartment #1, with his nephew, which is located at the rear portion of both the second and third floor of the Property (a two-story apartment, with a spiral staircase between the floors).

136. Further, on Thursday, September 16, 2010, at approximately at 1:00 p.m., the Plaintiff, being in his Law Office at that time, was advised by an employee that various unknown persons had just approached the front porch of the Plaintiff's first floor Law Office, and were knocking on the front door.

137. Because the weather on the above date was sunny and the temperature was approximately 70 degrees, the exterior door of the Law Office was open, and only the screen door at the front door of the Law Office was in place at that time.

138. Further, as the Plaintiff approached the above front screen door, he inquired as to why all of the above persons were there on the front porch, and who they were.

139. At that time, an adult male individual, now identified as Robert Keller, on behalf of Mid-County, stated that he had recently purchased the Building at a tax sale, and that he wanted immediate physical possession of the first floor of the Building, meaning all of the space where the Plaintiff's Law Office was then located.

140. The first floor of the above Building is approximately 3000 square feet, and the Plaintiff's Law Office occupies the entire first floor of the Building, and is filled with client files, six computer workstations, and there are six employees regularly employed by the Plaintiff in his Law Office, at this time.

141. Initially, Keller refused, at that point, to provide to the Plaintiff a copy of the alleged deed he had to the Building for the Plaintiff to be able to review, advising the Plaintiff that he, Keller, was very intelligent, knew exactly what was going on, and that the Plaintiff was obviously "clueless", because he was not keeping up on things, and that he, the Plaintiff, should simply go to the Courthouse at the above time and get a copy of the above deed so he would know what was going on.

142. Further, Keller advised the Plaintiff at that time that he has had the experience of purchasing many properties at tax sales previously, and that in this particular case 72 P.S. §5860.607 only required that the Court Order address the issuance of the tax sale deed, and the distribution of the proceeds from the tax sale to the applicable taxing authorities, and did not require addressing any other issues, such as the illegalities and irregularities that could have occurred during the tax sale process, and therefore that was the reason why he was able to get the deed from the TCB, to the above Building.

143. Additionally, at that time, a woman in Mr. Keller's company, who then identified herself as Joann Semenza, a representative of Wilkes-Barre Housing Inspection Unit, said she was there to then do an inspection of the above Building, at the behest of Mid-County, the alleged new owner of the above Building.

144. Further, Keller told the Plaintiff that he also believed that the Plaintiff was a deadbeat, in that he, Keller, wished that he could also go twenty years without paying any taxes, and therefore, the Plaintiff clearly deserves to lose all of his properties.

145. Then, at that point, Keller began to force open the front screen door of the Plaintiff's Law Office, and as the Plaintiff reached to stop him, he, Keller, smashed the above front door into the right temple of the Plaintiff's head, breaking his glasses, and causing a 1 ½ inch contusion on the right side of the Plaintiff's forehead, and attached as Exhibit R, Photo, is a photo of said injury.

146. Additionally, Keller, after he forcibly pushed his way into the Plaintiff's Law Office, then continued pushing the Plaintiff about ten feet further back into the Plaintiff's Law Office and at that point he noticed one of the Plaintiff's files located on the fireplace mantle had his name, Keller, on it.

147. Once Keller grabbed the above Plaintiff's file, that had Keller's name on it, he, Keller, then turned to leave the Law Office with that file of the Plaintiff to give same to one of his business associates, who was still on the front porch.

148. At that point, the Plaintiff grabbed Keller from the rear, spun him around, and ripped out of his hand, the Plaintiff's above file that Keller had stolen from the fireplace, so that it landed on the floor at the base of the fireplace, and

then, the Plaintiff started to push Keller out of the front door of his Law Office, since Keller had begun moving forward in an attempt to pick up the above file again.

149. Because of the physical altercation occurring between the Plaintiff and Keller, an associate in the Plaintiff's Law Office, Brad Williams ("Brad"), grabbed the Plaintiff from the rear and also at that time, Becky Manfre ("Becky"), a staff member of the Plaintiff's Law Office, got between Keller and the Plaintiff, thereby eliminating the prospect of a continuation of the above physical confrontation.

150. Next, because of (i) the above illegal forced invasion into the Plaintiff's Law Office, (ii) the injury the Plaintiff had just sustained to his forehead (iii) the damage to his glasses, and (iv) the beginning of the swelling of his right eye and the right side of his nostril, the Plaintiff then instructed his staff to immediately contact the Wilkes-Barre Police Department, for them to come to the Law Office as soon as possible, to maintain order, because it was feared that the above behavior by Keller would have then continued.

151. Further, at the above time, Becky then began to have a conversation with Keller, and was fortunate to cause Keller to actually then leave the Law Office proper, and return to the front porch, until the Police arrived.

152. However, until the Wilkes-Barre Police actually arrived at the Law

Office, there were then ongoing discussions between the Plaintiff, Keller and the representatives of the Wilkes-Barre Housing Inspection Unit on the front porch, concerning the alleged deed by the TCB, that Keller claimed to have.

153. Further, once the police arrived, there were additional discussions on the front porch about the title to the property, when finally the Plaintiff was given a copy of the alleged deed to his Property to review same, by Semenza of the Wilkes-Barre Housing Inspection Unit.

D: PROPERTY INSPECTION

154. The Plaintiff, after reviewing the alleged deed, then allowed the representatives from the City of Wilkes-Barre, and Keller and his associates, in addition to the Wilkes-Barre Police, to walk through his Law Office, as they went through the first floor of his Property, and then they left, from the rear door of the Law Office, to inspect the apartments that were on the second and third floor of the above Building.

155. However, about a half hour later, a written Notice was posted on the front door of the Plaintiff's Law Office building, by the City of Wilkes-Barre Bureau of Housing Inspection, signed by Michael Simonson, indicating that he had ordered that the entire building be closed and vacated by all concerned, by 5:00 p.m. that day, because of some undisclosed issues that were apparently

discovered by Semenza, and a copy of the Notice is attached as Exhibit A, Notice.

156. At no point did any representative of Wilkes-Barre City, including Semenza give the Plaintiff or his staff any report indicating that were any alleged maintenance problems that were actually encountered, that required the entire Building to be closed, at that time.

E. ATTEMPTED SEIZURE OF OFFICE, ETC. 2ND WB POLICE CALL

157. Further, the Plaintiff's office staff was then advised by Keller that Mid-County intended to take physical possession of the Plaintiff's Law Office after 5 p.m. Thursday, September 16, once the Property had been vacated as mandated by the Notice posted by the Wilkes-Barre City Bureau of Housing Inspection office.

158. Therefore, it is now obvious that Semenza, as the Rental Inspector, was working totally in conjunction with Keller and Mid-County, and the goal of the Rental Inspector, Keller and Mid-County was for Semenza, the Rental Inspector, to order the Property to be vacated, by the Plaintiff and his office staff, in advance of Mid-County then emptying the Law Office of the Plaintiff's client files and all of his equipment, and hauling same somewhere in their Penske rental

truck, that they had parked behind the Plaintiff's Property.

159. Further, the Plaintiff's office staff was told that they would never be permitted to ever have access to the Plaintiff's Law Office location again.

160. Additionally, the Plaintiff's office staff was advised that Mid-County, after 5 p.m., Thursday, September 16, since they had caused the Rental Inspector to force the Property to be emptied of all of the occupants, including the Plaintiff, intended to change the locks to the Plaintiff's Property, thereby precluding the Plaintiff from ever having access to the Plaintiff's Law Office again.

161. Therefore, Mid-County had two locksmiths to change all the locks to the Property and four laborers, who had rented a Penske rental truck, which was parked behind the rear parking lot, of the Property to then begin the forced evacuation of all of the contents of the Plaintiff's Law Office, including all of his client files, and all of his equipment, to ultimately be delivered to some undisclosed location or locations at that time.

162. Of course, the Plaintiff was to be denied access to having any involvement with any of the above forced evacuation and relocation of all of his Law Office contents and equipment and all of his client files.

163. None of the above could occur pursuant to Pennsylvania Law.

164. As indicated below, Semenza, the Rental Inspector had absolutely no jurisdiction to be inspecting a Law Office, which is a commercial establishment;

in fact the entire Property of the Plaintiff is zoned commercial.

165. Additionally, the MC Defendants have no right to access to the Building or the Plaintiff's Law Office location, without having secured a court order, pursuant to an ejectment action, and none have been filed.

166. Therefore, the MC Defendants cannot secure physical possession to the Plaintiff's Property, without first proceeding in litigation, through an ejectment action, because the Plaintiff is entitled to the peaceful enjoyment of his present physical possession of his Law Office and his apartment in the Property, and the reason why Pennsylvania Law mandates that the MC Defendants get a court order first, in advance of taking physical possession of a particular property, is simply because of the fact that the above type of altercation that occurred between the Plaintiff and Keller had occurred many times in the past, and that is the reason why Pennsylvania Law has mandated that self help in the above situation is not legal in Pennsylvania.

167. Further, it is exactly the same type of situation as the Plaintiff has with tenants, in that if a tenant fails to pay the rent for his/her apartment, the landlord, here, the Plaintiff, cannot just go in and forcibly evict the tenant; there is a procedure that must be followed.

168. The same must occur in regard to the MC Defendants alleged acquisition of the Plaintiff's Property; they must go through the legal process,

and what was most egregious in this situation, is that they had corrupted a governmental official, here Semenza, to make a decision, which was totally baseless, to totally prejudice the Plaintiff's interests, in his assets, to set up a predicate for the MC Defendants, to then take all of the Plaintiff's Property, including his Law Office and its contents, to which they had no right.

169. Obviously, in the Plaintiff's Law Office there are all of the files representing all of his various clients' matters, all of which are confidential, he being in the practice of law for over thirty-five years.

170. Normally, the above forced closure of a property does not occur unless the subject property in question is in an extremely unsafe condition, such as where it is about to collapse, or if there are visibly exposed sparking electrical lines, which indicates that there could be a fire any time.

171. For those instances, there is an obvious immense present exposure of risk of harm to anyone who would be an occupant of that property, and because of the urgency, there is absolutely no time to undertake any corrective efforts to address the above, and that the immediate evacuation is the most prudent step to take.

172. Because of the fact that the Plaintiff's Law Office was in excellent condition, in that it was ultimately determined by the City, that there is absolutely nothing to be citing the Property for, based on the hearing and the Injunction

provided herein, there was absolutely no basis to have the above issued. The Plaintiff, as an attorney, has all his files on the first floor Law Office, and the Plaintiff's client base, because of his tax specialty, requires a substantial amount of tax work to be accomplished by October 15, 2010, the last date for filing income tax returns for 2009.

173. Various clients of his office have over $6,000,000 in deductions that must be represented on tax returns, that must be filed by the Plaintiff on or before the above due date, and obviously, any interruption of the Plaintiff's Law Office location, would make the above task impossible, substantially jeopardizing all of those above clients' interests.

174. The above invasion and disruption of the practice, is particularly egregious, since the MC Defendants have absolutely no legal right to have perpetrated the above forced illegal evacuation of the Plaintiff's Law Office.

175. Further, the Plaintiff's office staff was advised that the MC Defendants would be returning the following morning, September 17, 2010, with the representatives of the Luzerne County Sheriff's Office, to continue the evacuation of all of the contents of the Plaintiff's Law Office, and that the Plaintiff and his office staff would forever be precluded from ever having any further access to the above Building.

176. As is obvious based on the above, the MC Defendants are attempting

to act in conjunction with the City's Inspection Unit, to use the above inspection to force the illegal evacuation of the Plaintiff's Law Office, as a predicate to then allowing the MC Defendants to then take physical possession of his Law Office location, without securing a proper order pursuant to an ejectment complaint, which is mandatory Pennsylvania procedure when there is a change of ownership of a property, and possession is sought of one of the legally occupied units within the recently transferred property.

177. Obviously, if the above was allowed to occur, the Plaintiff would not be able to provide any ongoing representation for his clients for many weeks until he makes arrangements to find a new Law Office location, and secures a Court Order authorizing him to somehow retrieve the contents of his Law Office, including all of his client files and all of his office equipment, from whatever location or locations they were taken to by the MC Defendants, in their Penske rental truck.

178. Obviously, with the viciousness that they exposed in their behavior by slamming the door into the Plaintiff's head, attempting to steal his file, and their general behavior of trying to antagonize the Plaintiff and insult him in every way, one can speculate as to whether or not any of the Plaintiff's equipment would be operative again, and how many of those client files would have been destroyed, because of the above viciousness.

179. In light of all of the above, it would have been impossible for the Plaintiff to have been able to provide the above necessary services for his law clients, because he would not be able to have reconstituted his Law Office location in time to have accomplished the above.

180. Also, the above change in possession of the Plaintiff's Law Office, cannot occur, without the new purchaser securing a court order, pursuant to Pennsylvania procedure, which mandates that a new purchaser must proceed with a complaint in ejectment, and if the alleged sale of the Plaintiff's Property is proper, which will be resolved as part of that litigation, the Plaintiff will ultimately lawfully surrender his Law Office location.

181. Further, at around 4:15 p.m., Thursday afternoon, September 16, 2010, it was unknown as to whether Brad would be able to get the Order signed, granting the emergency preliminary injunction that the Plaintiff had requested, because of the lateness of the hour, it then being after 4:00 o'clock on Thursday afternoon.

182. The issue would be trying to find a Judge that was then available, and then also find a Judge that did not have a conflict of interest with the City and the Tax Claim Bureau being included as parties to the above, and therefore, the prospect of a conflict was great.

183. As a consequence, the Plaintiff had his office staff contact the Wilkes-Barre Police Department again, and in response to that call Officer Morris arrived at the Plaintiff's Office.

184. The Plaintiff wanted the Police there because the representatives of Mid-County were still surrounding his Building, and were making expressions that they intended at 5:00 p.m. to still forcibly close the Plaintiff's Building, irrespective of whether the Injunction was granted, and whether or not the City revoked its original illegal Forced Evacuation Notice that was placed on the door of the Building.

185. When Officer Morris arrived, the Plaintiff filled out a criminal complaint against Keller, because of the injuries he suffered from the above assault.

186. Additionally, the Plaintiff then reviewed with Officer Morris the fact that, irrespective of whether Mid-County had a deed to the Office Building, they had no right to take physical possession by force without due process of law.

187. The Plaintiff further explained to Officer Morris that a landlord cannot simply go in and just forcibly evict a tenant, if the tenant has not paid rent; procedures must be followed, and Officer Morris indicated that he understood that rule.

188. Likewise, a person who buys a property cannot just go in and physically evict the tenants that are there; the appropriate legal process must be followed, and in this instance, no process had been instituted yet by Mid-County.

189. Therefore, the Plaintiff was going to physically resist any effort by the Mid-County to seize the contents of his Law Office, and was requesting Police back-up, so that there would be no further altercations between the parties.

190. Fortunately, a call then came from the Courthouse indicating that Judge Gartley had executed the Injunction Order, and Officer Morris was advised of that, who then imparted that information to all of the Mid-County Defendants that were still circulating the Building.

191. Finally, Brad then showed up at the Law Office with the signed Order, and a copy of same was then provided to Officer Morris, and he then presented a copy of same to the Mid-County Defendants, and as a consequence, they reluctantly ultimately withdrew from surrounding the Building, and removed their Penske rental truck from the vicinity of the Plaintiff's Building.

F. PLAINTIFF SECURES PRELIMINARY INJUNCTION

192. At about 2:30 p.m. of the above afternoon, the Plaintiff was first informed by his staff that the Rental Inspector had declared the Building uninhabitable, and that the representatives from Mid-County intended to then

change all the locks, after the Plaintiff and his staff were ordered out of the Building by the Rental Inspector, and then, begin hauling all of the Plaintiff's law practice equipment and client files, etc., from the Law Office into a Penske rental truck, that was parked near the Plaintiff's Law Office at that time.

193. At that point, the Plaintiff then began drafting a petition for an emergency preliminary injunction, and by 3:30, after doing a very preliminary draft of the above petition, the petition, with an appropriate order, was taken to the Luzerne County Courthouse, and ultimately presented to Judge Gartley of the Court of Common Pleas, who signed the Order at 4:30 Thursday afternoon.

194. The Order mandated that the named Defendants in the petition for the emergency preliminary injunction, being the City of Wilkes-Barre and Mid-County, were precluded from having any further contact with the Plaintiff's Building, or the contents therein, until future order of the Court.

195. Further, a hearing related to the above was held on Tuesday, September 21, 2010, and the Injunction at that point was made permanent.

196. Of course, but for the "Grace of God", if Judge Gartley had not granted the above emergency preliminary injunction order, an immense tragedy would have ensued, for all of the Plaintiff's law clients, and the Plaintiff's law practice, all because of the above uncontrolled viciousness by the Defendants named herein.

G. RENTAL INSPECTOR HAD NO JURISDICTION OR AUTHORITY

197. The Rental Inspector, Semenza, had absolutely no jurisdiction to have ever even inspected the Plaintiff's Law Office, which of course is a commercial location, and not covered by the City of Wilkes-Barre Bureau of Housing Inspection Ordinance.

198. Semenza who appeared at the Plaintiff's Law Office on Thursday, September 16, 2010, was a representative from the Wilkes-Barre City's Bureau of Housing Inspection, which solely has responsibility for housing units, and has absolutely no jurisdiction dealing with commercial locations. Therefore, she had absolutely no authority to be inspecting the Plaintiff's Law Office, which is of course, zoned commercial.

199. Further, because it is very clear that Semenza the Rental Inspector had no jurisdiction to even do the inspection, obviously, she had absolutely no authority to have then declared the Plaintiff's Building uninhabitable, and mandating its evacuation by all of the inhabitants by 5:00 p.m., on Thursday, September 16, 2010.

200. Also, a representative of the Bureau of Housing Inspection must provide, pursuant to the applicable ordinance, a written report to the owner of a property of which an inspection is performed, listing all of the alleged

maintenance problems that were discovered by the inspection, and absolutely no report has ever been delivered to the Plaintiff or his staff, explaining what were all the findings of the Rental Inspector that mandated the forced closure of his Building, on the above date.

201. Additionally, as a matter of fact, there is absolutely no conceivable basis for the Rental Inspector to have ever found any specific maintenance issue dealing with the Plaintiff's Building, much less, of the nature that would require immediate evacuation of a property, which normally envisions that the property is in imminent risk of collapse or, for example, if the electrical wiring in the property was sparking at the time, creating a combustible situation, that precluded being remedied by calling an electrician to correct.

202. Finally, the Rental Inspector was obviously attempting to injure the Plaintiff as much as possible, by doing the inspection, without even providing a twenty-four (24) hour advance notice to the Plaintiff.

203. Obviously, providing the advance notice would have given the Plaintiff and his staff an opportunity to put matters in his Law Office in order, to make them more presentable for review by the general public, or in this case, the Rental Inspector.

204. For example, the Plaintiff, as a landlord, always provides, as a courtesy, 24 hours notice to each of his tenants in advance of an inspection of

their apartment, so as to give them the opportunity to make their housing unit most presentable for inspection.

205. However, in this case, so as to set up the situation that would be to the maximum prejudice of the Plaintiff, the Rental Inspector simply showed up, and demanded the inspection to occur, thereby maximizing the prospect that her inspection could possibly determine some alleged grievance, to justify closing the Building.

206. Finally, because there is absolutely no physical basis to make the above decision, no report in fact is anticipated from the City in reference to the above.

207. In sum, as so many other aspects of this case, the depravity and lack of propriety is manifested by all of the Defendants on a repeated basis.

COUNT I
CONSPIRACY
Plaintiff v. All Defendants

208. Paragraphs 1 through 207 inclusive are incorporated herein as though more fully set forth at length herein.

209. The Defendants individually, jointly and severally conspired with each other and met at various times and places to discuss the potential actions they could take against the Plaintiff in an effort to (i) destroy his law practice, by

seizing all of his office equipment, and all of his client files, (ii) illegally deny him access to his Law Office location in the future, (iii) illegally deny the Plaintiff any further access to his Building, (iv) illegally disrupt his capacity to earn a living, and finally, (v) illegally preclude him from being able to pay for his litigation costs in the future against the City.

210. In furtherance of the plans, scheme, design, etc., related to the above, all of the Defendants individually, jointly and severally acted in concert with each other and reviewed and discussed the efforts that would need to be undertaken for each of them to become involved in order to accomplish all of the above.

211. As a consequence of all the above actions by all of the Defendants, the Plaintiff has obviously suffered severe financial and emotional distress, embarrassment, humiliation, and a loss of enjoyment of life in addition to the loss of income, which has continued in the past and in all probability, will continue indefinitely into the future.

WHEREFORE, because of all of the above, the Plaintiff demands judgment against all of the Defendants, individually, jointly and severally for compensatory and punitive damages, far in excess of the amount of Eighty-Thousand Dollars ($80,000), together with interest, costs and attorney's fees.

COUNT II
Assault and Battery
Plaintiff v. All Defendants

212. Paragraphs 1 through 211 are incorporated by reference herein as though same were fully set forth at length herein.

213. As described above, Keller slammed the front screen door of the Plaintiff's Law Office into the side of his forehead, thereby causing a substantial amount of damages, including a large contusion and bleeding, as well as breaking the Plaintiff's glasses.

214. The Plaintiff, because of all the above head injuries, is now suffering long-term issues, because of that fact that, already within the last 18 months, he had suffered a very serious concussion, and now all of the above current injuries have now substantially compounded his prior medical injuries.

215. Further, Keller, after forcing the front screen door to the Plaintiff's Law Office open, and thereby smashing same into Plaintiff's forehead, then proceeded to physically assault the Plaintiff by pushing the Plaintiff back about 15 feet into his Law Office, in the hallway there, where then Keller turned towards the fireplace, on the left hand side of the hallway, and illegally seized one of the Plaintiff's files that was placed there, and at that point, he then turned around after taking the file to remove same from the Plaintiff's Law Office, obviously a theft.

216. At that point, the Plaintiff then grabbed Keller from the rear, spun him around, and forcibly removed the above file from his arms, and in the process, Keller again assaulted the Plaintiff by pushing him back again, further attempting to incite another physical confrontation with the Plaintiff, by continuing with making insults, to the pleasure of the crowd that was assembled there.

217. It was obvious that all of the Defendants were there to see the Plaintiff humiliated, because of all of the above events that they were then undertaking, and the drastic dramatic deleterious effect all of those actions would have on the Plaintiff, as described above.

218. Further, all of the above Defendants in attendance at the above "inspection" were encouraging Keller to physically harm the Plaintiff, and Keller was also "playing to the crowd", as he constantly insulted and berated the Plaintiff verbally about many different factors, trying to further incite a physical confrontation again with the Plaintiff, to continue to beat on him.

219. Because of all of the above highly inappropriate actions by Keller, with the encouragement of all of the other Defendants in attendance, the Plaintiff has obviously suffered severe physical and financial injuries, for which compensation is mandated.

WHEREFORE, because of all of the above, the Plaintiff demands judgment against all of the Defendants, individually and jointly, for all of the above damages suffered by the Plaintiff in an amount far in excess of $80,000.

COUNT III
§1983
Substantive Due Process
Plaintiff v. All Defendants

220. Paragraphs 1 through 219 are incorporated by reference herein as though same were fully set forth herein.

221. The Plaintiff has a right to substantive due process, whereby no governmental body can deprive any individual of a protected property interest or a protected liberty interest by arbitrary or capricious government action.

222. The City Defendants, through governmental action, illegally issued to the Plaintiff the above Forced Evacuation Order by posting same to the front door of his Building, thereby forcing the Plaintiff and his office staff to lose the physical possession of the Building, which includes the Plaintiff's Law Office location, and also his apartment, which is located on the second and third floor of the Building.

223. Additionally, the City Defendants, by governmental action, illegally used the above Forced Evacuation Order to force the Plaintiff to waste his working capital reserves to pay for all the litigation costs related to the above, in

addition to losing a substantial amount of his time from assisting his tax clients at this critical time of the year.

224. Therefore, the above interference caused the Plaintiff to lose over one hundred (100) hours of production time to assist his clients, and has made it much more difficult for the Plaintiff to continue to pay for all the costs of his litigation against the City Defendants, and various other individuals, that are set forth in three complaints that are already filed or will be filed shortly, referred to above.

225. Additionally, all of the above will make it much more difficult for the Plaintiff to pay now for the costs of litigation against Mid-County and its agents and employees based on the current pleadings and all future pleadings that will shortly be filed.

226. Further, the Plaintiff clearly has a constitutional right to be able to litigate his rights pursuant to the 1983 Complaint, and all of the other complaints that he has against the City and Mid-County without interference by the above named Defendants herein, all of whom are named as defendants in other cases.

227. Next, the City Defendants, by posting the Plaintiff's Law Office Building, threatened him with fines and imprisonment if he failed to comply with the illegal Forced Evacuation Notice, which then forced the Plaintiff to, if

implemented, suffer the loss of his Law Office, all of his office equipment, all of his client files, and also the use of his apartment.

228. The Plaintiff was deprived of a protected liberty interest and protected property interest by all of the City Defendants without due process, and all of the City Defendants were acting under the color of state law or as agents of the state, and the Plaintiff suffered injuries as a result of this deprivation without due process.

229. By committing the above acts, the City Defendants have clearly deprived the Plaintiff of his right to substantive due process in violation of his rights pursuant to the Fourteenth Amendment of the United States Constitution and all of the rights that the Plaintiff has pursuant to 42 U.S.C. §1983 and the United States Constitution.

230. The actions of the City Defendants were not rationally related to a legitimate government interest, but were rather motivated by bias, bad faith and other improper motives in fact.

231. As mentioned above, the City has a prior history of singling out the Plaintiff for disparate treatment.

232. The Plaintiff believes that many of the City Defendants have not only a strong bias against him, but also may have an actual hatred for the Plaintiff.

233. Also, the MC Defendants were acting under the color of state law when they illegally invaded the Plaintiff's Law Office in conjunction with the City Rental Inspector, as well as with several members of the Wilkes-Barre Police Department, who ensured that the improper inspection took place, thus depriving the Plaintiff of fundamental liberty and property interests.

234. As mentioned above, the Plaintiff alleges that the City Defendants and the MC Defendants conspired to act in conjunction to deprive the Plaintiff of his Law Office, client files, and also of the use of his apartment, and all of the above actions of the City Defendants were done solely as a result of the above conspiracy, with all of the other Defendants.

235. Furthermore, the Plaintiff alleges that the entire process of the inspections by the City Defendants is overly subjective and too easily subject to abuse, and as a result constitutes an attack on the rights and liberties of not only the Plaintiff, but also of all individuals who may be subject to the abuses of corrupt local government officials.

WHEREFORE, because of all of the above, the Plaintiff demands judgment against the Defendants, individually and jointly, for all of the above damages incurred by the Plaintiff in an amount in excess of $80,000.

COUNT IV
§1983
Procedural Due Process
Plaintiff v. the City Defendants

236. Paragraphs 1 through 228 are incorporated by reference as though same were fully set forth herein.

237. The most obvious requirement of the Due Process Clause is that states must afford certain procedures ("due process") before depriving individuals of certain interests, such as life, liberty or property.

238. The Due Process Clause is essentially a guarantee of basic fairness.

239. Fairness can, in various cases, have many components, such as (a) notice, (b) an opportunity to be heard at a meaningful time in a meaningful way, and (c) a decision supported by substantial evidence, etc.

240. In general, the more important the individual right in question, the more process that must be afforded, and no one can be deprived of their property interests without the appropriate protections.

241. Semenza and Simonson, on behalf of the City, should only issue an evacuation order pursuant to the provisions of the Wilkes-Barre City Housing Inspection Ordinance.

242. In this case, there is absolutely no basis for any of the City Defendants that would provide a basis for the City Defendants properly issuing a Forced Evacuation Notice, in reference to the Plaintiff's Building.

243. Therefore, the above action was clearly in violation of the above Ordinance.

244. Also, the Plaintiff has been denied all of the other appropriate procedural safeguards, related to the above Ordinance, such as receiving advance notice of a proposed inspection, and the opportunity for a hearing before an Ordinance Order is issued.

245. In this case, the City Defendants, in conspiracy with all the other Defendants, have attempted to deprive the Plaintiff of the possession of his Building, the possession of his Law Office, and the possession of all of his office equipment and client files, in addition to his apartment.

246. Additionally, the collateral consequences of all of the above, was to destroy the Plaintiff's source of income, and thereby deny him his right to be able to afford to pay for the costs to have a fair trial, in all the cases that he is involved with, with the City.

247. In sum, in this case, the City Defendants in conspiracy with all the other Defendants, illegally posted the Plaintiff's Building, and the Law Office, with the illegal Forced Evacuation Order, and because of the above, the City

Defendants, in conspiracy with all the above other Defendants, have violated the Plaintiff's rights under the Federal Constitution, the Plaintiff's rights pursuant to the 14th Amendment of the Federal Constitution, and to all the Plaintiff's rights that he has pursuant to the Pennsylvania State Constitution, in addition to his rights pursuant to 42 U.S.C. 1983.

WHEREFORE, because of the above, the Plaintiff demands judgment against all of the Defendants, individually and jointly, for all of the above damages incurred by the Plaintiff in an amount far in excess of $80,000.

COUNT V
§1983
Equal Protection
Plaintiff v. the City Defendants

248. Paragraphs 1 through 240 are incorporated by reference as though same were fully set forth herein.

249. The Plaintiff has the right to enjoy equal protection of the law pursuant to the 14th Amendment of the United States Constitution.

250. Pursuant to the 14th Amendment of the United States Constitution "no state shall deny to any person within its jurisdiction the equal protection of laws."

251. The Plaintiff was denied the equal protection of the laws in this case.

252. The Plaintiff has an extensive history of abuse by the City of Wilkes-Barre as well as other local governmental agencies.

253. The City of Wilkes-Barre and its various agents and employees have routinely undertaken enforcement actions against the Plaintiff that they have not taken against other individuals who are similarly situated as the Plaintiff.

254. The Plaintiff is being singled out for disparate treatment by the City of Wilkes-Barre.

255. The outrageous, malicious and willful actions of the City Defendants against the Plaintiff were done with no rational basis.

256. The Plaintiff has been injured as a result of the selective enforcement actions taken against him, which have not been taken against others who are similarly situated as the Plaintiff.

WHEREFORE, because of all of the above, the Plaintiff demands judgment against all of the Defendants, individually and jointly, for all of the above damages suffered by the Plaintiff in an amount far in excess of $80,000.

COUNT VI
Intentional Infliction of Emotional Distress
Plaintiff v. All Defendants

257. Paragraphs 1 through 249 are incorporated herein as though same were fully set forth herein.

258. To prove intentional infliction of emotional distress the plaintiff must show: (1) the defendant committed an *extreme and outrageous act,* (2) with the *intent* to cause severe emotional distress and (3) the plaintiff thereby suffering *severe emotional distress,* and (4) the defendants' conduct being the *proximate cause of said tort. See Chuy v. Philadelphia Eagles Football Club*, 595 F.2d 1265, (3d Cir.1979), *Papieves v. Lawrence*, 263 A.2d 118 (Pa.1970)

259. In this case, the Defendants committed an extreme and outrageous act when they all conspired to maximize the prospect of the Plaintiff losing physical possession of Building location, his Law Office, and all of the assets of his law practice including all of his confidential client files.

260. In this case, it is clear that the Defendants intended to cause the Plaintiff severe emotional distress, given the extensive history of the intentional harassment of the Plaintiff by the City Defendants, as is laid out in the 1983 Complaint, the City Complaint, and in the 19 Defendant Complaint.

261. Given the fact that the Defendants have harassed the Plaintiff in the past, and now, based on the above sixth forced illegal closure of his Building, it is clear that the Defendants have a bias against, and potentially an actual hatred for, the Plaintiff, and will continue to harass, intimidate, and make life miserable for the Plaintiff in the future.

262. The Plaintiff has suffered extreme emotional distress because of the Defendants' actions, in that, he now suffers from mental anguish, has difficulty sleeping, and physical manifestations of stress symptoms, such as headaches, nervousness, and elevated blood pressure.

263. The Plaintiff is also now suffering from depression symptoms because of the Defendants' outrageous and illegal acts, which have caused the Plaintiff to be the subject of misplaced public ridicule and humiliation.

264. In sum, the Defendants have caused the Plaintiff severe emotional distress because, but for the Defendants' outrageous acts, the Plaintiff would not be suffering from the above ailments.

WHEREFORE, because of all of the above, the Plaintiff demands judgment against the Defendants, individually and jointly, for all the damages incurred by the Plaintiff, including punitive damages, in an amount far in excess of $80,000.

COUNT VII
Abuse of Process
Plaintiff v. All Defendants

265. Paragraphs 1 through 257 are incorporated herein as though same were fully set forth herein.

266. To prove abuse of process, a plaintiff must establish four elements, as follows: (1) the defendant *intentionally* (2) employed some *court process* (civil or criminal) (3) for a *purpose other than that for which the process was designed*

and (4) the plaintiff sustained *damages* related to the above. See *Werner v. Plater-Zyberk*, 799 A.2d 776 (Pa. Super. 2002).

267. Obviously, based on the above facts, it is clear that the Rental Inspector, Semenza, and Simonson, with the encouragement of all of the other Defendants, as part of the above conspiracy, intentionally intended to use the court process, i.e., the issuance of the above obviously illegal Forced Evacuation Order, solely for a purpose other than for what it was designed, in that the sole purpose of the above Forced Evacuation Order was simply to set the stage for the then illegal confiscation of the Plaintiff's Building, Law Office location, and all of the equipment and client files constituting his law practice, by the MC Defendants, clearly not what the legislature had intended by the above Housing Ordinance.

268. Further, it is obvious, based on the above, that the Plaintiff has sustained substantial damages because of the above actions by all of the Defendants.

WHEREFORE, because of all of the above, the Plaintiff demands judgment against the Defendants, individually and jointly, for all of the above damages incurred by the Plaintiff in an amount far in excess of $80,000.

COUNT VIII
Punitive Damages
Plaintiff v. All Defendants

269. Paragraphs 1 through 261 are incorporated herein as though same were fully set forth herein.

270. The conduct of Defendants, as more fully set forth above, was outrageous, intentional, malicious, willful and in blatant disregard to the rights of the Plaintiff.

271. As a result of said conduct, the Defendants should be held liable to the Plaintiff for punitive damages, to further deter them from taking such outrageous actions in the future.

WHEREFORE, the Plaintiff demands judgment against the Defendants individually, jointly and severally for all of the damages, including punitive damages, that the Plaintiff has suffered, as a consequence of all of the illegal above-referenced notices, citations and complaints, and all of his costs incurred, and attorney's fees related thereto, in an amount far in excess of $80,000.

Respectfully Submitted,

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