



State Route 903, Jim Thorpe, PA 18229.

4. The Respondent, Glenn Keller (“G. Keller”), at all times relevant hereto is an owner and employee of Mid-County, and as such has a principal place of business at 1933 State Route 903, Jim Thorpe, PA 18229.

5. The Respondent, David Keller (“D. Keller”), at all times relevant hereto is an owner and employee of Mid-County, and as such has a principal place of business at 1933 State Route 903, Jim Thorpe, PA 18229.

6. The Respondent, Paul Young (“Young”), at all times relevant hereto is an employee of Mid-County, and as such has a principal place of business at 1933 State Route 903, Jim Thorpe, PA 18229.

7. Mid-County, Keller, G. Keller, D. Keller and Paul Young shall be referred to herein collectively as the “MC Respondents”.

## **B. PROCEDURAL HISTORY**

8. Emergency Injunction; On September 16, 2010, the Petitioner filed a Petition for an Emergency Preliminary Injunction (the “Petition”), and on the same date, Judge Gartley granted the requested injunction (the “Emergency Injunction”).

9. Prayer for Relief; The Prayer for Relief in the above Petition reads as follows:

“**WHEREFORE**, the Petitioner based on all the above, requests the following:

1. That this Court immediately issue an order for a Preliminary Injunction effective immediately, to accomplish the following:

a. forbid the City inspection office of the City of Wilkes-Barre, from forcing the closure of the Petitioner’s law office, by 5:00 p.m. today; and

b. to preclude anyone from Mid-County Resources from having any contact with the Petitioner’s office building, which

included the Petitioner's office location on the first floor of the building, until a further order of this court, and the above means that precludes the new purchaser from effectuating any of the above threats, to change all of the locks of the Petitioner's office building, and to begin hauling, tomorrow morning, all of the contents of the Petitioner's law office, and otherwise deny the Petitioner access to any of the above.; (emphasis added)

2. That this Court order a hearing, related to all of the above Respondents, within 5 days of the date of this order, to determine why the City posted the Petitioner's law office, which is on the first floor of 444-446 South Franklin Street, and to further determine what plan can be addresses, to that would allow the Petitioner to remain in his office, while he addresses whatever the maintenance concerns of the City are; and

3. That the Respondent, Mid-County Resources be precluded from any access to the Petitioner's property office location in the future, in any way, without securing a court order, pursuant to ejectment, authorizing Mid-County Resources, as the alleged new purchasers, to secure access to the Petitioner's office building, and this would include the following:

a. that Mid-County Resources is precluded from changing the locks, or in any other way attempting to remove the contents of the office of the Petitioner; and

b. that Mid-County Resources is precluded in any way the Petitioner's possession and occupancy of the law office in the first floor of the building.

10. Judge Gartley's Order; The Order signed by Judge Gartley, related to the above, reads in part as follows:

“NOW, this 16 day of September, 2010 upon consideration of the Petition for Emergency Injunction, filed to the above, it is ORDERED and DECREED that the Injunction requested in the Petition is granted as set forth in the Petition for Emergency Injunction filed this day, and a hearing be scheduled within five days of the date of the granting of this Emergency Injunction as to why this Emergency Injunction should not be made permanent. (emphasis added)

11. Judge Saxton's Order; Pursuant to the above Order, at the time of the hearing related to the Emergency Injunction, this Court presiding, the requested

Emergency Injunction was made permanent in regard to Mid-County, and Wilkes-Barre City, a then Respondent, was removed as a party to the above proceedings, based on agreement between the parties, and this Court's Order, related to the above, reads as follows:

“AND NOW, THIS 22 DAY OF SEPTEMBER, 2010, IT IS ORDERED: That respondent Mid-County Resources is precluded from gaining or attempting to gain occupancy of the premises, changing the locks on the premises or attempting, in any way, to remove the contents of petitioner's law offices, without an appropriate order of court;” (emphasis added)

12. Mid-County Only R; Therefore, after the above hearing, the one remaining Respondent is Mid-County, and therefore all of the terms of the Emergency Injunction, as modified by this Court, remain in full force and effect in regard to Mid-County.

13. Bond; \$7,500; Further, in the above Order, this Court then established that the amount of the bond to be posted in the above situation was \$7,500.

### C. PURPOSE OF THIS PETITION

14. Purpose of Petition; The Petitioner has prepared this Petition To Modify for the following reasons:

(a) Amount of Bond; It is respectfully requested that (i) based on the additional information now being submitted herein to this Court for this Court's consideration in Part D, Facts of This Case, set forth below, and (ii) based on the discussion of the law as set forth in the Memorandum of Law that the Petitioner has prepared and has now filed herewith in support of this Petition To Modify, this Court please readdress whether the amount of the bond in this case should still be \$7,500, or whether it should be reduced to a lower amount; and

(b) Expand Scope of Emergency Injunction; Additionally, a request is hereby respectfully submitted to this Court that, for all the reasons set forth below in part E. Expansion of Scope of Emergency Injunction, to please consider increasing the scope of the Emergency Injunction to include the adjoining properties to the Plaintiff's Building.

**D. FACTS OF THIS CASE**

**I. Facts Developed At Hearing**

15. Owner in Sole Possession; As context, the Petitioner, since 1990, was listed as the owner of record, and has been in sole possession of the "Property" located at 444-446 South Franklin Street, Wilkes-Barre, and on the first floor of a three-story "Building" located on the Property the Petitioner has also maintained his "Law Office" since 1990, and over the last five years, and has also maintained an apartment, Apartment #1, at the rear of the second and third floor of the Building, with his nephew.

16. New Deed; Further, Mid-County is now asserting an ownership interest in the Property by virtue of a deed it had secured from the Luzerne County Tax Claim Bureau (the "TCB"), and based upon the alleged deed, on September 16, 2010, representatives of Mid-County went to the above Building and demanded at that time the physical possession of the Law Office, Building and Property from the Petitioner.

17. No Notice; Also, at the above time, the Petitioner (i) was not aware of any deed by the TCB transferring the Property to Mid-County, and also (ii) was not aware of any legal process that had been undertaken by Mid-County to date to secure a proper court order to legally take physical possession from the Petitioner of the Law Office, Building and Property, assuming that Mid-County has a valid deed.

18. Fraud; However, in the matter of the above deed, the Petitioner has now reviewed the pleadings filed by Mid-County in reference to securing the above deed that it allegedly acquired from the TCB, and based on his review of those pleadings, the Petitioner believes there were fraudulent misrepresentations set forth therein.

19. Motion to Invalidate; Therefore, the Petitioner will be shortly filing a motion before Judge Amesbury to have the above deed invalidated, because of the above obvious fraud that was perpetrated on the Court in the above pleadings by Mid-County, and this Court will receive a copy of that motion once prepared and filed by the Petitioner.

20. No Ejectment Action; Also, based on the above, Mid-County has not even initiated yet an ejectment action against the Petitioner's occupancy of the Building to attempt to secure a court order in reference to having a right to possession of the Property and Building, and therefore had no such court order at the time of the above confrontation on September 16, 2010, to have physical possession of the Building.

21. Presentations; Further, at the time of the above hearing, the Petitioner and Atty. Terrana, on behalf of Mid-County, then each advanced the interests of the respective parties in this matter, and it is the Petitioner's recollection that in Atty. Terrana's presentation to the Court he raised the issue of the amount of the bond that should be set in this matter.

22. Amount of Bond; The Petitioner, because of the fact that he is not an experienced trial lawyer, had not considered addressing the above issue in his above memorandum of law that he filed herein, and therefore, unfortunately, was not able to adequately respond at the time of the above hearing in reference to the above issue.

23. \$175,000; Also, at the time of the above hearing, in regard to the amount of the bond, Atty. Terrana asserted that the amount of the bond should be \$175,000, the alleged tax-assessed value of the Property, although no evidence was produced in writing to support that amount.

24. Escrow Rent; The Petitioner, in response, said that he was going to be escrowing all the rents from the Building during the pendency of the litigation between the parties to determine the validity of the above deed and an ejectment action instituted by Mid-County.

25. No Risk; Therefore, the Petitioner had suggested that, because all of the net rental income related to the Building was going to be escrowed, there was no potential risk of loss to Mid-County related to the period that the Emergency Injunction was in place, which, as stated above, would continue until the issue of the proper possession of the Petitioner's Law Office, Building and Property is legally finally resolved by a court of law.

26. \$7,500 Set; Further, in regard to the above, this Court, as stated above, then established the amount of the bond in the above case to be \$7,500 (4.286% of \$175,000), and the Petitioner has now prepared an Injunction Bond, representing a cash deposit in the amount of \$7,500 related to the above, and a copy of same is attached as Exhibit A, Injunction Bond for this Court's review and comment.

## **II. New Information For Court's Consideration re Violations**

27. Attached as Exhibit \_\_\_\_, Petition, is a copy of a Petition for an Emergency Preliminary Injunction filed this date by the Petitioner in reference to numerous

violations by Mid-County and its representatives, of this Court's September 22, 2010 Order.

28. For example, Mid-County is now hauling all cars parked in the Petitioner's Law Office's parking lot, thereby denying access to same (i) by the Petitioner, (ii) by any of the Petitioner's office staff, (iii) by any of the Petitioner's clients, (iv) by any of the Petitioner's tenants, and (v) by any third parties who attempt to visit his Law Office, obviously creating an extremely humiliating situation, to say the least, for the Petitioner to endure all of the above.

29. The above is basically compromising at this point the Petitioner's ability to even conduct his law practice in his Law Office.

30. There have been four prior violations, and a fifth violation has been threatened to occur at any time, and each are discussed in detail in the attached Petition.

### **III. New Information For Court's Consideration re Bond Amount**

31. Amount of Harm; As context, a Court, in establishing the amount of the bond in an injunction matter, must take into consideration what would be the possible harm to a respondent if the preliminary injunction that the Court granted is ultimately found to be inappropriate.

32. No Possible Harm; In this case, the above event is an impossibility, because Mid-County has, as mentioned above, absolutely no present right at this time, pursuant to Pennsylvania Law, to now seize the physical possession of the Law Office, Building or Property, without a prior proper court order.

33. Reasonable Amount; Also, the Pennsylvania Supreme Court, in *Christo v. Tuscan, Inc.*, 533 A.2d 461 (Pa. Super. 1987), has provided that, in instances dealing

with the establishment of the amount of the bond to be posted in a preliminary injunction matter, the amount of the bond should be in an amount that is reasonably equal to the amount of the potential damages that the respondent could suffer if the preliminary injunction was found to be inappropriate.

34. No Right/No Risk; In this case, because of the fact that Mid-County has absolutely no legal right at this time to be taking physical possession of the Law Office, Building or Property, there is clearly no risk that the above Emergency Injunction could ever possibly be found to be invalid.

35. \$16,000; Additionally, the amount of the payment of the purchase price paid by Mid-County for the Property was \$16,000, as evidenced by Exhibit B, Deed, a copy attached hereto.

36. All Rent Escrowed; Further, assuming that litigation occurs in regard to the ejectment action over the next year related to the Law Office, Building and Property, etc., which will in part also determine the actual validity of the above deed, during that period, the Petitioner will be escrowing all of the rent related to the Building.

37. Purchase Insurance; Also, the Petitioner can purchase insurance on the Property in the amount of \$16,000, the purchase price allegedly paid by Mid-County for the Property, to be used as security in the event that there is fire to the Building, etc., during the period of the Emergency Injunction.

38. Combination; No Loss; By the combination of the above rent escrow and the purchase of insurance, at the conclusion of the one year of litigation, if a Court finds in favor of Mid-County in reference to both the deed and the ejectment action, then Mid-County would then receive (a) physical possession of the Building, in the same physical

condition that it is in right now, if no calamity occurs in the interim, in addition to (b) all of the escrowed net rents that have been accumulated by the Petitioner during the interim.

39. If Calamity; Of course, if there is a calamity, such as a fire, during the interim, any loss to the Building would be fully insured, and therefore Mid-County will have been protected in that event.

40. New Bond Amount; Initially, Mid-County said that its potential loss was \$175,000, and based on the above, the Court established a bond amount of \$7,500, and now, in light of the fact that the Petitioner has now established that Mid-County only paid \$16,000 for the Building, which is the true amount of the potential loss to Mid-County if something happens to the Building at this time, it is respectfully submitted that the calculation of the amount of the bond in this matter, based on the above calculation made by this Court, would be to reduce the amount of the bond to \$686.00, or 4.286% of \$16,000, based on the new information related to the true amount of the potential loss to Mid-County.

#### **IV. New Information About Including Two Adjoining Properties**

41. Diagram; Attached as Exhibit C, Diagram, is a copy of a diagram reflecting the physical location of the Petitioner's Property at 444-446 South Franklin Street, in conjunction with the adjoining property that he owns on the southern side of the Property at 448-450 South Franklin Street (the "2<sup>nd</sup> Property"), and also the adjoining property on the northern side of his Property at 440-442 South Franklin Street (the "3<sup>rd</sup> Property"), and the Petitioner's Property, the 2<sup>nd</sup> Property and the 3<sup>rd</sup> Property are collectively referred to herein as the "Properties".

42. Sole Possession; Further, the Petitioner has been in sole possession of the Law Office, the Building and Property since 1990, and is presently collecting the rent from all of the units, and also he has been in sole possession and ownership of the 2<sup>nd</sup> Property and the 3<sup>rd</sup> Property since 1990.

43. 2nd Property Basement; For example, presently the Petitioner continues to use the basement in the 2<sup>nd</sup> Property for storage of many of his rental supplies, and has also rented the first floor apartment there to his brother, and therefore visits with his brother there frequently.

44. 3<sup>rd</sup> Property Use; Also, the Petitioner has continuously used the basement at 440-442 South Franklin Street for storage, and the Petitioner's brother, being the coach of the Wilkes University rowing team, maintains the storage of all of his rowing apparatus in a portion of the 2<sup>nd</sup> Property, and also has some of the supplies, a six-person rowing scull, related to the Wilkes rowing team in the parking lot at the rear of the 3<sup>rd</sup> Property.

45. Parking Lot; Also, the entire parking lot is on all of the Properties, as reflected on Exhibit \_\_\_\_, Drawing, and it is used by all of the tenants of the Properties, and all of the employees and clients of the Law Office.

46. Rent Repairs to the 2<sup>nd</sup> Property; Further, the Petitioner just completed making all the renovations to the second and third floor apartments in the second Property to rent them, and therefore, during the period of this Court's Injunction, once rented, the Petitioner, if permitted, will also escrow the rent related thereto.

47. Dog Run; Finally, between the Property and the 3<sup>rd</sup> Property the Petitioner has constructed a pen for his dog, and therefore, based on all of the above, the Petitioner has been in sole possession of all of the three Properties since 1990 to the current date.

48. Petitioner has Possession; Therefore, having the 2<sup>nd</sup> Property and 3<sup>rd</sup> Property included in the scope of the Emergency Injunction (1) respects the fact that the Petitioner is presently in peaceful physical possession of those Properties, and (2) that Mid-County has absolutely no legal right to affect that possession without a prior court order.

49. Purchase of 2<sup>nd</sup> and 3<sup>rd</sup>; Further, Mid-County purchased the 2<sup>nd</sup> Property for \$15,000, and attached as Exhibit D, is a copy of their deed, and also Mid-County paid \_\_\_\_\_, when it purchased the 3<sup>rd</sup> Property, and a copy of that deed is attached as Exhibit E.

50. Increased Bond; Consequently, if this Court was to include the above two Properties as an addition to the Property within the scope of the protection of the Emergency Injunction Order, it would require that the amount of the bond in this case be increased to \$\_\_\_\_\_ (4.286% x \_\_\_\_\_ [\$16,000 + \$15,000 + \_\_\_\_\_]).

51. Escrow and Insurance; Further, another reason to include the 2<sup>nd</sup> Property and the 3<sup>rd</sup> Property within the scope of the Emergency Injunction is that the Petitioner will also escrow all the rents that he receives from all the apartments in the 2<sup>nd</sup> Property, and will also purchase insurance on all of the Properties, if authorized by this Court to do so.

52. Therefore, because of the combination of the above rent escrow, and the purchase of insurance, there is no possibility of any loss to Mid-County, during the period of this Court's Emergency Injunction, until the issue of the validity of the deeds that Mid-County is asserting to the Properties have been verified, and that Mid-County has a

properly secured court order pursuant to an ejectment action instituted against the Petitioner to secure physical possession of the Properties.

#### **F. RISKS RELATED TO ANY FUTURE INJURIES**

53. Further, because of (i) the above physical confrontation previously on September 16, 2010 between the Petitioner and a representative of Mid-County, and the Petitioner's head injuries resulting therefrom, (ii) the above confrontation with the Petitioner's office staff on September 29, 2010 with certain representatives from Mid-County, followed by (iii) the above confrontation that the Petitioner had with D. Keller and his accomplice on October 2, 2010, it is respectfully requested that under no circumstances, during the remaining period of this Court's Injunction, should there be any risk of any additional physical harm to the Petitioner or the Petitioner's office staff.

54. The above is because, as context, it is important for this Court to realize that the Petitioner had suffered in April of 2009 a very serious concussion, when he was admitted by ambulance to the Geisinger Hospital, unconscious, and remained in that condition for over 38 hours, with over a three-month recovery period thereafter.

55. Therefore, based on the Petitioner's attending physician's assessment of his medical condition at this time, he has absolutely no medical tolerance for any additional future head injuries from possible future physical confrontations with the Mid-County Respondents, which confrontations they are trying to provoke on all occasions when they are in the company of the Petitioner.

56. The above serious injury was obviously aggravated by the representatives of Mid-County slamming the front door of the Petitioner's Law Office into his forehead

on September 16, 2010 and creating a substantial contusion, and related bleeding, etc., the consequences of which are now being experienced by the Petitioner.

57. In sum, because of the fact that the Petitioner was physically beaten by representatives of Mid-County at the time they did an inspection on September 16, 2010 of the Building, it is respectfully submitted that it is to the best interests of all concerned to take all steps to minimize any future physical contact between the parties, because of the obvious hostility that the representatives of Mid-County have towards the Petitioner, until all of the litigation related to the above Properties is resolved between them.

**G. RISKS RELATED TO THE ABOVE THAT JUSTIFY**  
**AN EMERGENCY PRELIMINARY INJUNCTION**

Based on the above violations, it is clear that:

70. Additionally, because of the fact that the Petitioner was physically beaten by representatives of Mid-County at the time they did an inspection on September 16, 2010 of the Building, it is respectfully submitted that it is to the best interests of all concerned to take all steps to minimize any future physical contact between the parties, because of the obvious hostility that the representatives of Mid-County have towards the Petitioner, until all of the litigation related to the above Properties is resolved between them.

71. Additionally, set forth below are the facts that would support a finding that representatives of Mid-County have already clearly been in violation of this Court's above Order, for which a contempt citation would be appropriate at this time, and is in the process of being prepared for submission to this Court.

72. First, as context, as referenced above, Judge Saxton's Order, in this case, reads as follows:

“That respondent Mid-County Resources is precluded from gaining or attempting to gain occupancy of the premises, changing the locks on the premises or attempting, in any way, to remove the contents of petitioner's law offices, without an appropriate order of court;”

73. Consequently, because of the fact that the Mid-County representatives had physically already injured the Petitioner previously, and have obviously shown no deference or respect for this Court's above Order, in regard to staying away from the Law Office, Building and Property, it is believed that having the above Properties included within the scope of the Emergency Injunction will preclude the possibility of further physical contact between the parties, until litigation between the parties is resolved.

74. Because of the above physical confrontation previously, and the Petitioner's injuries related thereto, and now the above confrontation with the Petitioner's staff, it is respectfully submitted that under no circumstances, during the period of this Injunction, should there be any risk of physical harm to the Petitioner or the Petitioner's office staff.

75. As context, it is important for the Court to realize that the Petitioner had suffered in April of 2009, a very serious concussion, when he was unconscious for over 38 hours at the Geisinger Hospital, with over a three-month recovery period thereafter, and therefore, based on his attending physician's assessment of his medical condition at this time, he has absolutely no medical tolerance for any additional future head injuries.

76. The above serious injury was obviously aggravated by the representatives of Mid-County slamming the front door of the Petitioner's Law Office into his forehead,

and creating a substantial contusion, and related bleeding, etc., the consequences of which are now being experienced by the Petitioner.

77. In sum, it is respectfully submitted that, because of the above seriousness of the prior injury, that this Court take all steps reasonably necessary to preclude any further injuries to the Petitioner, by representatives of Mid-County.

78. Additionally, it is important for this Court to know that on every occasion that representatives of Mid-County have appeared at the Building, since the date of this Court's Order, they have continued to be insulting towards the Petitioner, and by continuing the harassment, the Petitioner respectfully submits that they are attempting to create more controversy between the parties, that may present a flashpoint, for them to resume beating the Petitioner, which of course, because of the above, would have very serious complications to the Petitioner.

79. Further, the Petitioner's brother, being a tenant on the first floor of the 2<sup>nd</sup> Property, has also been targeted by Mid-County representatives, for purposes of harassment, and therefore, including the 2<sup>nd</sup> Property in the scope of the preliminary injunction at this time is appropriate to maintain peace so that there are no physical altercations in the future in the above regard.

80. It is easy to see how the Mid-County representatives could easily direct towards the Petitioner's brother the hostility that they have towards the Petitioner, and therefore, it is respectfully submitted that this Court please consider minimizing the prospect of physical confrontation between the parties as a guiding light for this Court in crafting any modifications to the Injunction Order.

81. Also, with the Petitioner (i) posting a bond, (ii) intending to escrow all the rents that he collects from the Building and 2<sup>nd</sup> Property, and (iii) the purchase of insurance in the amount of the purchase price of the three buildings paid by Mid-County, there is absolutely no possibility of any prejudice to Mid-County, by being ordered to have no further contact with the Petitioner, his office staff, or any of the three Properties, since this Court's Injunction Order has taken all steps reasonable to protect their interests.

82. Additionally, because of the above risks of additional physical harm to the Petitioner and his office staff, it is respectfully submitted that including the above three Properties within the scope of this Court's Injunction Order, would minimize the prospect of additional confrontations during the pendency of the litigation discussed above.

83. The above result is because of the fact that Mid-County has absolutely no present right, title, or interest to the possession of the Petitioner's Law Office, Building or Property, and therefore, being enjoined from trespassing on the Petitioner's Law Office, Building or Property, is an appropriate matter for a preliminary injunction.

#### **H. CONCLUSION**

84. In sum, it is respectfully submitted that, based on the above, the amount of the bond should be reduced from \$7,500.00, to either \_\_\_\_\_, if only one Property is included within the scope of the Injunction, or to \_\_\_\_\_, if all three Properties are included within the scope of this Court's Injunction Order.

85. Additionally, because of the above risks of additional physical harm to the Petitioner and his office staff, it is respectfully submitted that including the above three Properties within the scope of this Court's Injunction Order, would minimize the

prospect of additional confrontations during the pendency of the litigation discussed above.

86. In sum, because the Petitioner is in possession of the above Properties, and because Mid-County has absolutely no right to be interfering with that possession, is the reason why the Petitioner is respectfully requesting that 2<sup>nd</sup> Property and 3<sup>rd</sup> Property be added to the injunction.

87. The above result is because of the fact that Mid-County has absolutely no present right, title, or interest to the possession of the Petitioner's Law Office, Building or Property, and therefore, being enjoined from trespassing on the Petitioner's Law Office, Building or Property, is an appropriate matter for a preliminary injunction.

WHEREFORE, based on all of the above, the Petitioner hereby respectfully requests the following relief:

a. That this Court determine that the form of the Injunction Bond is appropriate to be used in this case;

b. That this Court consider reducing the amount of the bond from \$7,500.00, based on the additional facts now produced by the Petitioner for this Court's consideration in that regard, to \_\_\_\_\_, so as to include the three Properties within the scope of the Injunction; and

c. That this Court include the above three Properties in the scope of the Injunction, and preclude any future contact with the above three Properties by any representatives of Mid-County, until the completion of the litigation between the parties to be undertaken to determine the propriety of Mid-County's deeds, and then only after a future Order of this Court.

He shall collect all rent and escrow same, and only pay expenses related to those Properties, in addition to insurance on the three Properties, and to provide an accounting to this Court every three months.

He shall purchase property insurance in an amount equal to the purchase price of the three Properties, with the proceeds to be payable to the Luzerne County Prothonotary's Office, pending future order of this Court.

If the Petitioner cannot purchase insurance on 440-442 South Franklin Street, because it is uninhabitable, then the Petitioner shall report back to this Court.

Mid-County and all of its owners, employees, agents or any of its representatives shall forthwith have absolutely no contact with the Petitioner, the Petitioner's office staff or any of the Properties, without this Court's prior court approval, during the pendency of the Injunction provided above, until further order of this Court.

A hearing shall be held in regard to this Emergency Injunction, on \_\_\_\_\_, at \_\_\_\_\_, for a hearing for the Respondent to show cause why this second Emergency Preliminary Injunction should not be made permanent.

Respectfully submitted,

/s/ Joseph R. Reisinger  
Joseph R. Reisinger  
Plaintiff *pro se*

## **F. EXPANSION OF SCOPE OF EMERGENCY INJUNCTION**

### **I. Petitioner in Sole Possession of Property and Two Adjoining Properties;**

36. Also, attached as Exhibit E, Diagram, is a copy of a diagram reflecting the physical location of the Petitioner's Property at 444-446 South Franklin Street, in conjunction with the adjoining property that he owns on the southern side of his Building, at 448-450 South Franklin Street (the "2<sup>nd</sup> Property"), and also the adjoining property on the northern side of his Building, at 440-442 South Franklin Street (the "3<sup>rd</sup> Property"), and the Petitioner's Property, the 2<sup>nd</sup> Property and the 3<sup>rd</sup> Property are collectively referred to herein as the "Properties".

37. Further, the Petitioner has been in sole possession of the Law Office, Building and Property, and the 2<sup>nd</sup> Property and the 3<sup>rd</sup> Property, since 1990.

38. For example, presently the Petitioner continues to use the basement in the 2<sup>nd</sup> Property for storage of many of his rental supplies, and has also rented the first floor apartment to his brother, and therefore visits with his brother there frequently.

39. Also, the Petitioner has continuously used the basement at 440-442 South Franklin Street for storage, and the Petitioner's brother, being the coach of the Wilkes University rowing team, maintains the storage of all of his rowing apparatus in a portion

of the 2<sup>nd</sup> Property, and has some of the supplies related to the rowing team in the parking lot at the rear of the 3<sup>rd</sup> Property.

40. Also, the entire parking lot of all of the Properties is used by all of the tenants of the Properties, and all of the employees and clients of the Plaintiff's Law Office.

41. Finally, between the Property and the 3<sup>rd</sup> Property, the Petitioner has constructed a pen for his dog, and therefore, based on all of the above, the Petitioner has been in sole possession of all of the three Properties in the past and also at this time.

42. Therefore, having the 2<sup>nd</sup> Property and 3<sup>rd</sup> Property included in the scope of the Emergency Injunction (1) respects the fact that the Petitioner is presently in peaceful physical possession of those Properties, and (2) that Mid-County has absolutely no legal right to affect that possession, without a prior court order, and it has none.

43. Mid-County purchased the 2<sup>nd</sup> Property for \_\_\_\_\_, and attached as Exhibit \_\_\_\_\_, is a copy of their deed.

44. Additionally, Mid-County paid \_\_\_\_\_, when it purchased the 3<sup>rd</sup> Property, and a copy of the deed is attached as Exhibit \_\_\_\_\_.

45. Consequently, if this Court was to include the above two Properties as an addition to the Property within the scope of the protection of the Injunction Order, it would require that the amount of the bond be increased to \$\_\_\_\_\_ (4.286% x \_\_\_\_\_).

46. Further, another reason to include the 2<sup>nd</sup> Property and 3<sup>rd</sup> Property within the scope of the Emergency Injunction, is that the Petitioner will also be escrowing all rental payments in regard to all the Properties, including the above, and if Mid-County gets insurance on all of the above Properties, there is no possibility of any loss to Mid-

County until the issue of the validity of the deeds that they are asserting that they have is verified, and that they have properly secured a court order pursuant to an ejectment action properly instituted against the Petitioner, to secure physical possession of the Properties.

II. Present Injunction Must Protect the Petitioner and His Staff From Mid-County

58. Additionally, because of the fact that the Petitioner was physically beaten by representatives of Mid-County at the time they did an inspection on September 16, 2010 of the Building, it is respectfully submitted that it is to the best interests of all concerned to take all steps to minimize any future physical contact between the parties, because of the obvious hostility that the representatives of Mid-County have towards the Petitioner, until all of the litigation related to the above Properties is resolved between them.

59. Additionally, set forth below are the facts that would support a finding that representatives of Mid-County have already clearly been in violation of this Court's above Order, for which a contempt citation would be appropriate at this time, and is in the process of being prepared for submission to this Court.

60. First, as context, as referenced above, Judge Saxton's Order, in this case, reads as follows:

“That respondent Mid-County Resources is precluded from gaining or attempting to gain occupancy of the premises, changing the locks on the premises or attempting, in any way, to remove the contents of petitioner's law offices, without an appropriate order of court;”

61. However, in spite of the above, in the afternoon of September 22, 2010, incredibly later on the same date that this Court filed its above Order in reference to this case, representatives from Mid-County actually appeared at the Building, and started to

serve notices on all the occupants of the Building, and a copy of one of their Notices is attached as Exhibit \_\_\_\_, Notice.

62. Additionally, it is important to note that the above individual who delivered the above also made a very visible display to the Petitioner and the Petitioner's staff that Mid-County was to be perceived as "still in control of the Property", by walking around the Property and doing an inspection of the Building from the outside, and even approaching the Petitioner, who was on the front porch of his Law Office, with his employees, all in obvious violation of the above Order of this Court.

63. Additionally, they have periodically changed the locks on the 2<sup>nd</sup> Property, and the Petitioner's brother has continued to change the locks back, so that the Petitioner's brother can continue to have access to his apartment, and so that both he and the Petitioner can have access to the basement of the 2<sup>nd</sup> Property, because they have all of their materials stored there, as described above.

64. Additionally, on September \_\_\_\_\_, representatives from Mid-County again visited the Petitioner's Building, this time to actually go into the second floor apartment of the Building, to change the locks, and to start putting furniture in the second floor apartment in the Building.

65. Of course, all of the above is also violative of the Court's above Order.

66. Fortunately, the above attempt by the Mid-County representatives was observed by Becky and Dawn of the Petitioner's Law Office staff, and they went out and confronted the above representatives from Mid-County, \_\_\_\_\_ and \_\_\_\_\_, advising them that they were then violating this Court's Order, and if they persisted, they were going to call the Police because they were trespassing.

67. Fortunately, after the above exchange, the representatives of Mid-County abandoned their above intentions and left the Building, and did not further harass the Petitioner's staff.

68. Consequently, because of the fact that the Mid-County representatives had physically already injured the Petitioner previously, and have obviously shown no deference or respect for this Court's above Order, in regard to staying away from the Law Office, Building and Property, it is believed that having the above Properties included within the scope of the injunction will preclude the possibility of further physical contact between the parties, until litigation between the parties is resolved.

69. Because of the above physical confrontation previously, and the Petitioner's injuries related thereto, and now the above confrontation with the Petitioner's staff, it is respectfully submitted that under no circumstances, during the period of this Injunction, should there be any risk of physical harm to the Petitioner or the Petitioner's office staff.

70. Further, it is important for the Court to realize that the Petitioner had suffered in April of 2009, a very serious concussion, when he was unconscious for over 38 hours at the Geisinger Hospital, and therefore, based on his then attending physician, he has absolutely no tolerance for any additional future head injuries.

71. The above injury was obviously aggravated by the representatives of Mid-County slamming the front door of the Petitioner's Law Office into his forehead, and because of the above, it is respectfully submitted that, because of the above seriousness of the prior injury, that this Court take all steps to preclude any further injuries to the Petitioner, by representatives of Mid-County.

72. Further, the Petitioner's brother, being a tenant on the first floor of the 2<sup>nd</sup> Property, has also been targeted by Mid-County representatives, for purposes of harassment, and therefore, including the 2<sup>nd</sup> Property in the scope of the preliminary injunction at this time is appropriate to maintain peace so that there are no physical altercations in the future in the above regard.

73. It is easy to see how the Mid-County representatives could easily direct towards the Petitioner's brother the hostility that they have towards the Petitioner, and therefore, it is respectfully submitted that this Court please consider minimizing the prospect of physical confrontation between the parties as a guiding light for this Court in crafting any modifications to the Injunction Order.

#### **G. CONCLUSION**

63. In sum, it is respectfully submitted that, based on the above, the amount of the bond should be reduced from \$7,500.00, to either \_\_\_\_\_, if only one Property is included within the scope of the Injunction, or to \_\_\_\_\_, if all three Properties are included within the scope of this Court's Injunction Order.

64. Additionally, because of the above risks of additional physical harm to the Petitioner and his office staff, it is respectfully submitted that including the above three Properties within the scope of this Court's Injunction Order, would minimize the prospect of additional confrontations during the pendency of the litigation discussed above.

65. In sum, because the Petitioner is in possession of both of the above Properties, and because Mid-County has absolutely no right to be interfering with that

possession, is the reason why the Petitioner is respectfully requesting that 2<sup>nd</sup> Property and 3<sup>rd</sup> Property be added to the injunction.

66. The above result is because of the fact that Mid-County has absolutely no present right, title, or interest to the possession of the Petitioner's Law Office, Building or Property, and therefore, being enjoined from trespassing on the Petitioner's Law Office, Building or Property, is an appropriate matter for a preliminary injunction.

67. Therefore, based on all of the above, the Petitioner hereby respectfully requests the following relief:

d. That this Court determine that the form of the Injunction Bond, is appropriate to be used in this case;

e. That this Court consider reducing the amount of the bond from \$7,500.00, based on the additional facts now produced by the Petitioner for this Court's consideration in that regard, to \_\_\_\_\_, so as to include the three Properties within the scope of the Injunction; and

f. Include the above three Properties in the scope of the Injunction, and preclude any future contact with the above three Properties, by any representatives of Mid-County, until the completion of the litigation between the parties to be undertaken to determine the propriety of Mid-County's deeds, and then only after a future Order of this Court.

74. The amount of an injunction bond is the amount that is fixed by the court and with security approved by the court[ Pa.R.C.P. No. 1531(b)(1).1].

**Comment:** No standards to fix the amount of the bond or the type of security to accompany the bond are included in Rule 1531, except the statement that they are to be fixed and with security approved by the court. Essentially, the type of security is dependent upon the judgment of the chancellor, who must exercise a sound discretion.[ Goodrich-Amram, The Action in Equity § 1531(b):7 (2d ed.)].

23. The bond should be a reasonable one under all the circumstances, and the court will not grant the request of the defendant asking for an amount that is unconscionable or exorbitant[ Christo v. Tuscany, Inc., 368 Pa. Super. 9, 533 A.2d 461 (1987)].

24. Although the rule expressly provides that if the injunction is dissolved because it is improperly granted or for failure to hold a hearing, ultimate payment under the bond will include all damages sustained by reason of granting the injunction and all legally taxable costs and fees [Pa.R.C.P. No. 1531(b)(1)].

25. In actual practice, the bond is not set to cover all damages but only those that are reasonably foreseeable; [ Pleasant Hills Const. Co., Inc. v. Public Auditorium Authority of Pittsburgh, 782 A.2d 68 (Pa. Commw. Ct. 2001), order rev'd on other grounds, 567 Pa. 38, 784 A.2d 1277 (2001).] the trial court must determine the amount after balancing the equities involved on a case-by-case basis[Christo v. Tuscany, Inc., 368 Pa. Super. 9, 533 A.2d 461 (1987); Pleasant Hills Const. Co., Inc. v. Public Auditorium Authority of Pittsburgh, 782 A.2d 68 (Pa. Commw. Ct. 2001), order rev'd on other grounds, 567 Pa. 38, 784 A.2d 1277 (2001)].

26. Thus, the plaintiffs may be unable to provide sufficient security where damages could be great or where the plaintiff is impecunious, yet the court may determine, based upon the balance of the equities, that the injunction should nevertheless issue. Consequently, a relatively low bond in light of possible damages may be set[ Christo v. Tuscany, Inc., 368 Pa. Super. 9, 533 A.2d 461 (1987).]

**Caution:** The bond amount set pursuant to the Rule does not set a limit upon recovery for damages from a wrongly issued injunction[§ 83:357.]