

HARRY C. NEEL, MICHAEL W. JENKINS, and LEE E. CAVNAUGH  
Individually, and derivatively, on behalf  
Of THE STONYCREEK VALLEY  
DEVELOPMENT CORPORATION  
Plaintiffs,

No.275 Civil 2019

V.

DANIEL DIVELY and THE  
STONYCREEK VALLEY  
DEVELOPMENT CORPORATION,  
Defendants.


FILED FOR RECORD

2023 APR 10 P 2:51

NOTICE TO PLEAD

TO: Plaintiffs

YOU ARE HEREBY NOTIFIED TO FILE A WRITTEN RESPONSE AND/OR BRIEF TO THE ENCLOSED MOTION FOR SUMMARY JUDGMENT WITHIN THIRTY (30) DAYS FROM SERVICE HEREOF OR A JUDGMENT MAY BE ENTERED AGAINST YOU.

By:   
James R. Cascio, Esquire  
Pa. Supreme Court I.D. #21179  
Attorney for Defendant SVDC





HARRY C. NEEL, MICHAEL W.	:	
JENKINS, and LEE E. CAVNAUGH	:	
Individually, and derivatively, on behalf	:	
Of THE STONYCREEK VALLEY	:	
DEVELOPMENT CORPORATION	:	No.275 Civil 2019
Plaintiffs,	:	
V.	:	
	:	
DANIEL DIVELY and THE	:	
STONYCREEK VALLEY	:	
DEVELOPMENT CORPORATION,	:	
Defendants.	:	

STONYCREEK VALLEY DEVELOPMENT CORPORATION’S MOTION FOR SUMMARY JUDGMENT

AND NOW, comes the Defendant, Stonycreek Valley Development Corporation “SVDC”), through its attorneys, James R. Cascio, Esq. of Fike, Cascio & Boose, who moves for Summary Judgment for SVDC and, to support said motion, sets forth:

1. The Plaintiffs’ Amended Complaint (the “Amended Complaint”) asserts direct and derivative claims on behalf of and against SVDC.

**SVDC and Lake Stonycreek**

2. SVDC was formed on February 9, 1959, by the original developer of the Lake Stonycreek project in Stonycreek Township, Somerset County, Pennsylvania as a for profit, stock-issuing Pennsylvania Business Corporation.

3. After outright property acquisition or control through then current owners’ declarations of deed restrictions and contractual undertakings by the owners of 12-14 large parcels of contiguous undeveloped real estate in Stonycreek Township, Somerset, County, Pennsylvania, SVDC constructed the dam creating Lake Stonycreek, along with other common facilities, and

laid out residential building lots in the SVDC development for seasonal and full-time occupancy and use by lot owners, including terms of access to Lake Stonycreek.

4. SVDC and the owners of the large parcels sold most of the building lots.
5. SVDC maintains and operates the dam and other common areas.
6. Over time, the original developers and stockholders subdivided and sold their real estate interests and stock in SVDC, or left as SVDC Board members or stockholders, and others, including SVDC property owners, acquired stock in SVDC.
7. SVDC now owns and maintains the lake, land, facilities, and improvements where the dam and Lake Stonycreek are located, including common facilities to benefit lot owners at the Lake Stonycreek development.
8. On October 27, 2005, by duly authorized corporate action filed in the Office of the Secretary of the Commonwealth of Pennsylvania with an effective date of September 12, 2005 (the "Conversion Date"), SVDC converted to a Pennsylvania Non-Profit Cooperative Corporation under 15 PACSA §7101, *et. seq* (the "Conversion").

### **SVDC Corporate History, Governing Law, Operations and Structure**

#### **Corporate History**

9. Review of corporate records reveals that, from the time the development began in 1959-60, SVDC has owned, managed, and maintained the lake, dam, and the development's common facilities and improvements.
10. SVDC is a §501(C) 7 non-profit entity under the Internal Revenue Code (Recreational and Social Clubs such as Country Clubs that do not generate profits or sell goods or services) and is registered by the Pennsylvania Secretary of State as a "Non-Profit Cooperative Corporation."

11. SVDC owns the residue of the original lands acquired for the development, consisting primarily of undeveloped building lots, the dam and lake, roads and incidental land and land rights.

12. In the absence of modern land development regulations when the development began, SVDC became, and continues to be, the *de facto* operating entity for the dam, lake, roads, and other common areas of the development.

13. Corporate records and the Plaintiffs' Deposition statements confirm that, due to the community's acceptance of the governance structure, Board elections and other community voting in the years before the commencement of this action routinely included informal nominating and voting by 'show of hands' or other evidence of Lot Owners' acclamation, approval and acceptance without the formality of ballots or voting.

14. Specifically, Neel, who has been associated with the development since childhood, and Cavanaugh, also a long-time owner or family member, in his deposition prior to his death, confirmed that participants neither questioned nor challenged the informal method of voting by Lake Stonycreek lot owners.

#### **Applicable Law**

15. The Pennsylvania Uniform Planned Communities Act "(PUPCA)", 68 Pa.C.S.A. §5101 *et seq.*, ("PUPCA") adopted in 1996, applies retroactively to SVDC's operations and governance.

16. In 2005, experiencing limited sources of income, the Board, its professional advisors, members, and shareholders, determined that the best interests of the corporation and the community would be served by SVDC's seeking government grants and other financial resources available exclusively to non-profit entities.

17. SVDC elected to convert to a non-profit entity (the "Conversion").

18. The Conversion was completed in 2005 under the provisions of the Pennsylvania Cooperative Corporation statute. *15 PACSA §7100 et seq.*

19. In the Answer and New Matter to the Amended Complaint, SVDC admitted as accurate paragraph 6 of the Amended Complaint, where the Plaintiffs identify SVDC as a "Pennsylvania Nonprofit Cooperative Corporation."

20. The Plaintiffs' identification of SVDC as a Non-Profit Cooperative Corporation in paragraph 6 of the Amended Complaint, and SVDC's admission in its Answer, amounts to a stipulation to the material fact that SVDC is subject to PUPCA's provisions, that confirms voting by lot, the PUPCA-mandated rule.

21. Further, the Nonprofit Cooperative Corporation Statute ("NCCS") requires each lot of SVDC, to have one vote and neither contemplates nor allows voting by shares. *15 PACSA §7106.*

22. Under applicable law, including, without limitation, the NCCS, *15 PACSA §7100 et seq.*, and, PUPCA, portions of which are retroactively applicable to SVDC, the 2005 Conversion and PUPCA at 15 Pa.C.S.A. §7106, clearly establish and require that SVDC's voting rights and governance structure is voting based on a "per-lot" basis, rather than a shareholder basis as the Plaintiffs incorrectly assume and assert in the Amended Complaint and throughout this case.

### **Plaintiffs' Claims and the Amended Complaint**

23. Plaintiffs own parcels or lots of land, some with improvements, consisting of residential structures, outbuildings, docks, and other accessory uses in the Lake Stonycreek development and planned community in Stonycreek Township, Somerset County, Pennsylvania.

24. Plaintiffs Neel and Cavanaugh were lot owners prior to 2005, are aware of the circumstances prompting the Conversion, and participated as Lot Owners in SVDC Board elections before and after the Conversion.

25. Cavanaugh was an elected Director who performed professional services for SVDC while in office.

26. Plaintiff Michael Jenkins bought a home in the SVDC development in 2017 and first participated in an SVDC Board election in 2018, so he personally does not know of the Cooperative Corporation's voting conducted between 2005 and 2018. He also did business with SVDC during his term on the Board.

27. Plaintiffs, citing their ownership of SVDC stock, filed this action on April 17, 2019 against the Defendants, asserting direct and derivative claims against and on behalf of SVDC, and asked this Court to enter an order "nullifying the May 24, 2019, vote of the Board of Directors and order a new vote to be taken with the voting rules in effect as of May 24, 2019."

28. When the Plaintiffs filed the Amended Complaint, they collectively owned less than 7% of the issued and outstanding shares of SVDC's capital stock.

29. Among the specific prayers for relief in the Amended Complaint, Plaintiffs sought nullification of the adoption of the amendment of SVDC's then existing bylaws to codify lot owner voting which conformed to the voting procedures mandated by the Uniform Planned Communities Act and SVDC's 2005 conversion to a Nonprofit Cooperative Corporation.

30. Plaintiffs ignored the voting procedures mandated for SVDC by Pennsylvania's adoption of the Uniform Planned Communities Act in 1996, and SVDC's 2005 conversion to a Nonprofit Cooperative Corporation.

31. The Plaintiffs' Amended Complaint demands the reinstatement of voting by shares, incorrectly assuming the "voting rules in effect as of May 24, 2019" were voting by shares, even though the Uniform Planned Communities Act and Nonprofit Cooperative Corporation statute each clearly established voting rules by lot ownership.

32. In fact, and law, SVDC is required to vote "by lot" by the UPCA and the NCCA.

33. On May 24, 2019, Hon. Scott P. Bittner denied Plaintiffs' motion for an emergency preliminary injunction enjoining the annual meeting and proposed vote to continue SVDC's process to convert the bylaws to the "one vote per lot" structure.

34. Ignoring clear statutory mandates for voting by lot, the Plaintiffs' 2019 suit sought this court's intervention in SVDC's decision-making process involving the 2019 annual and special meetings, resulting in the confirmation of an amendment to SVDC's bylaws at the 2019 annual and special meetings rejecting shareholder voting and confirming common interest voting.

35. Amendments to SVDC's bylaws were unnecessary since Pennsylvania law requires Non-Profit Cooperative Corporations to vote by common interest and not by shares.

36. At Neel's deposition, Counsel for SVDC asked if Neel was familiar with the legal requirements for voting by the members of Non-Profit Cooperative Corporations.

37. When Neel responded that he was not familiar with those requirements, he was also asked if he was familiar with provisions of the Cooperative Corporation statute which disallow voting by shares and require voting based on the common interests of the members of the Corporation, in this case ownership of a lots in the Stonycreek Lake development.

38. Neel responded he was unaware of these provisions of law.

39. Following defense counsel's deposition questions regarding the Non-Profit Cooperative Corporation voting procedure, Neel volunteered that voting by lot ownership was preferable to voting by shares.

40. Cavanaugh and Jenkins were deposed several months after Neel, and each volunteered without being questioned on the subject that they also had concluded that voting by lot ownership was the appropriate form of governance for SVDC.

41. Plaintiffs' deposition testimony and admissions confirms that, despite contrary



allegations and demands in the Amended Complaint, all three of them stated under oath that their “issue” is not with the concept of “One Lot One Vote;” but rather the process followed by the Board in placing proposed bylaw amendments requiring “One Lot One Vote” before Lot Owners in 2019-2020.

### **Annual Meetings**

42. The May 24, 2019 annual meeting vote to take actions necessary to authorize a process to amend the By-laws, to codify “one lot-one vote” governance, taken after the Court rejected the Plaintiffs’ emergency motion for injunction, was conducted by voting by *shares*, and still passed by a landslide vote of 3404 in favor and 1474 against.

43. At the 2020 annual meeting, the SVDC Lot Owners voted 85% - 15% for ratification and adoption of revised Bylaws that codified, restated, and confirmed the 2019 “One Lot One Vote” governance approved in 2019 that confirmed to the statutory requirements governing SVDC.

44. The Plaintiffs have not objected to the provisions for “One Lot One Vote” in the current Bylaws adopted by the Lot Owners in May 2020.

### **The Plaintiffs’ Claims Regarding SVDC’S Responses to Requests for Information**

45. Discovery confirms that the Plaintiffs’ claims that SVDC did not provide information requested by the Plaintiffs and other members were based on communications that did not conform to the clear and applicable Pennsylvania Statute governing Non-Profit Corporations.

46. The Plaintiffs’ actions reflect their complete failure to comply with the specific provisions of the version of 15 Pa.C.S.A. §5508, in effect until January 3, 2023, applicable to member requests for information directed to a Pennsylvania Non-Profit Corporation (*emphasis added*):

**(b) Right of inspection.** Every member shall, upon written demand under oath stating the purpose thereof, **have a right to examine**, in person or by agent or attorney, **during the usual hours for business for any proper purpose**, the membership register, books and records of account, and records of the proceedings of the members, directors and such other body, and to make copies or extracts therefrom. **A proper purpose shall mean a purpose reasonably related to the interest of such person as a member.** In every instance where an attorney or other agent is the person who seeks the right to inspection, the demand under oath shall be accompanied by a power of attorney or such other writing which authorizes the attorney or other agent to so act on behalf of the member. The demand under oath shall be directed to the corporation at its registered office in this Commonwealth or at its principal place of business wherever situated.

47. In his November 18, 2022 deposition, Jenkins described his non-compliant requests for information as emails or texts directed to various individual past and current board members:

“ATTORNEY CASCIO:

Q. Did you have any other requests or issues that you brought to the board following the issuance of your permit --- variance for your boat and the permit for the jet ski?

A. Yes.

Q. And what --- can you describe what --- those conversations?

A. Would you like me to describe - -- you want me to describe the conversation? Or you want me to describe what the request was?

ATTORNEY MUST:

He said the issues.

BY ATTORNEY CASCIO:

Q. The issues.

What was your point in talking to them?

A. Oh. It started as email requests for information.

Q. To whom were you sending emails? Is there a board address? Or is it an individual ---

A. I was sending --- I'm sorry. I interrupted you. I'm sorry, I interrupted you. Did you ---

Q. Who were you --- who were sending them --- these emails to?

A. Oh, I was sending those emails with the list that was provided on the website of all the board of directors' email address.

41 Q. So, you were emailing to each individual board member. Is that correct?

A. Ninety percent of the time, I believe it was to every board member. There were occasions that I sent just to the president.

Q. And have you --- you have those emails? Or do we have copies of those already?

A. I provided you with all of those in discovery.

Q. And what were the nature of those communications? What were --- what was your purpose?

A. What were my requests or what was my purpose of wanting them?

ATTORNEY MUST:

No, he said what was the nature of the emails?

THE WITNESS:

The emails were subject lined every time. The first initial email would have been what I was requesting. The second email would be on the same topic, second request if the request was not filed or filled. And some of the topics were in regards to shareholders. Shareholders list. Different information. QuickBooks, reports, general information and questions in regards to the corporation that I was a shareholder in.

BY ATTORNEY CASCIO:

Q. How many shares did you have at this time?

A. I first found out to run for the board that I needed a share.

ATTORNEY MUST:

His question is how many shares did you have?

ATTORNEY CASCIO:

Yes.

THE WITNESS:

Oh, at that time, in the beginning? I don't recall. Fifty to a hundred, maybe.

BY ATTORNEY CASCIO:

Q. Where did you acquire them? How did you acquire them?

A. Bought them at the annual meeting.

Q. Okay. You bought them directly from the corporation, not any other shareholders?

A. No, I bought them at a table they had set up to buy shares.

Q. Okay. What did you pay for your shares? Do you recall?

A. \$10.00 a share. \$10.00 a share.

Q. And do you have the recollection at this --- if you don't that's quite all right --- of how many shares you own in the 2018 summer, when this was going on. How many did you have?

A. I don't recall if it was 50 or 100 in 2018. I know that our records of checks would request --- would reflect that. But I'm --- I don't think more than 100 in '18, because I knew the money went back to the community, so. I don't believe more than 100 in '18.

Q. And what were you paying per share? How much?

A. \$10.00.

Q. \$10.00. Why were you buying the shares? What was your purpose?

A. Well, you had to be a shareholder to be able to attend the annual meeting. You had to be a shareholder to be able to vote for a director. You had to be a shareholder to be a part of the shareholders. And to be a shareholder, you got to buy shares.

Q. Where you did you get this information? Did you just --- you just started?

A. From Jack Hershberger and our current president at that time, Larry Rosage. And the board members."

48. The record includes no evidence that the Plaintiffs and other members complied with, or were even cognizant of, the specific requirements of Pennsylvania law when requesting information from a non-profit corporation, but the Plaintiffs had additional notice in the SVDC By-Laws, Article VII, §2, regarding their limited right to examine corporate records.

49. Jenkins and other members did not comply with the requirements of 15 Pa.C.S.A. §5508 by making unauthorized requests by email or text messages to the board and individual board members for information or responses that did not conform to the requirements of Nonprofit Corporation law provisions governing members' requests for information.

50. Plaintiffs' claims relating to an alleged failure to provide information should be dismissed with prejudice due to the Plaintiffs' and other members' ignorance of, and failure to follow the clear mandates of Pennsylvania law governing the inspection of corporate records.

51. Plaintiffs' claims relating to an alleged breach of fiduciary duty should be dismissed

with prejudice due to the Plaintiffs' and other members' apparent ignorance of, and failure to comply with and follow the clear mandate of Pennsylvania law governing Directors' fiduciary duties.

52. Plaintiffs' claims relating to an alleged failure to respond to requests for information should be dismissed with prejudice due to the Plaintiffs' and other members' apparent ignorance of, and failure to comply with and follow the clear mandate of Pennsylvania law requests for information.

#### **No Genuine Issue of Material Fact That Plaintiffs' Claims Lack Merit**

53. Despite controlling statutory requirements that require SVDC, a Nonprofit Cooperative Corporation, to operate by common interest voting instead of share ownership, the relief requested in the Amended Complaint and asserted as the basis for the motion for injunction was to block proposed bylaw amendments that confirmed lot owner voting.

54. The Plaintiffs may not receive the requested relief since it is contrary to statutory mandates of common interest voting.

55. The Plaintiffs may not receive the requested relief since, granting the requested relief would not affect the statutory voting rules applicable to SVDC.

56. To the extent applicable to SVDC, the 2019 Bylaws and the Amendment are no longer controlling because they were superseded by lot owner action in 2020 establishing comprehensive revisions to the bylaws.

57. Reversing the 2019 vote as requested would be without practical effect because of the statutory mandates of common interest per lot voting in the Non-Profit Cooperative Corporation Act, the provisions of the Uniform Planned Communities Act, and the confirmatory revision of bylaws in 2020, the method of voting by SVDC's members is conclusively established as one vote per lot.

58. Plaintiffs are estopped from seeking their requested relief, because they agree that SVDC's "per lot" voting is the proper form for SVDC's governance.

59. The Plaintiffs' statements are admissions that all claims in the Amended Complaint relating to voting by shares should be dismissed.

60. Plaintiffs are estopped from seeking any relief, since SVDC's current and former Directors acted under and are protected by the Pennsylvania Business Judgment Rule.

61. For Summary Judgment purposes, the Plaintiffs' actions and statements show no factual or legal basis to assert that SVDC's governance should be anything other than "one lot one vote."

#### **SVDC's Entitlement to Summary Judgment**

62. Pennsylvania Rule of Civil Procedure 1035.2 states that "(a)fter the relevant pleadings are closed, but within such time as not to unreasonably delay trial, any party may move for summary judgment in whole or in part as a matter of law ... whenever there is no genuine issue of any material fact as to a necessary element of the cause of action or defense which could be established by more discovery or expert report." Pa.R.C.P. No. 1035.2.

63. When considering the merits of a Motion for Summary Judgment, "a court views the record in the light most favorable to the non-moving party, and all doubts as to the existence of a genuine issue of material fact must be resolved against the moving party. *Sevast v. Kakouras*, 915 A.2d 1147, 1152-1153 (citing *Jones v. SEPTA*, 772 A.2d 435, 438 (PA or PA Super2001)).

64. A court may grant summary judgment “only when the right to such a judgment is clear and free from doubt.” *Id.* At 1153 (citing *Marks v. Tasman*, 589 A.2d 205, 206 (PA or PA Super 1991)).

65. Viewing the record of this matter in the light most favorable to Plaintiffs, there is no genuine issue of material fact.

66. Plaintiffs and their counsel specifically identified SVDC as “a Pennsylvania Non-Profit Cooperative Corporation with a principal place of business at 450 Lake Shore Road, Friedens, PA 15541.”

67. The Statute authorizing the creation of PNCPs , and the UPCA clearly established voting procedures for corporate actions on a basis other than share voting.

68. Also, the Plaintiffs, by their own words and admissions in discovery proceedings, effectively abandoned and withdrew their claim to vote by shares when they confirmed their approval of voting by lot ownership as the proper form of governance for Lake Stonycreek.

69. There is nothing in the record to indicate a genuine issue of material fact to contradict long standing statutory requirements that governance of SVDC be by common interest, and, in the case of SVDC, on a “one lot-one vote” basis, duly approved and ratified by vote of SVDC’s lot owner members in 2020.

70. The Plaintiffs’ Amended Complaint and claims against SVDC should be

dismissed because judgment for SVDC is clear and free from doubt.

71. By their failure or refusal to recognize the clear mandates of Pennsylvania statutory law that corporate entities like SVDC must be governed by common interest voting, Plaintiffs sued and maintained this without sufficient grounds in law or fact solely to cause annoyance.

72. By the Plaintiffs' ignorance, failure, or refusal to recognize the clear mandates of Pennsylvania statutory law that corporate entities like SVDC must be governed by common interest voting, this suit was filed without enough grounds in either law or fact.

73. The plaintiffs' actions in continuing this litigation after being notified of the voting rules required by statute are unjustified under Pennsylvania law.

74. Given clear mandates in Pennsylvania law, the Plaintiffs' pursuit of remedies contrary to established statutory law confirms this suit caused annoyance to SVDC's officers, directors, and members of SVDC.

75. SVDC was ordered to pay and paid a sanction of \$5,813.30 in 2021 which the Plaintiffs should be ordered to be refunded to the Defendant.

76. Although indicating in Paragraphs 113 and 128 of the Amended Complaint that the individual members of the Board of Directors against whom the Amended Complaint is directed would be "named later," – Plaintiffs have presented no evidence to identify the



individual Directors against whom the Amended Complaint is directed; it is impossible to advise the Board and the individual Directors regarding preparation for pre-trial proceedings, preparation of a defense, and for trial; and the Amended Complaint must, therefore, be dismissed

77. Defendant Dively's Preliminary Objections regarding Plaintiffs' allegations of his self-dealing and other improper conduct regarding contracts with, and work done for, the corporation were sustained; the direct claim against Dively was dismissed; and there is no evidence to support the claim in the Amended Complaint's Counts I and II that the Board of Directors, or any individual Directors, breached a fiduciary duty in their relationship or dealings with Defendant Dively.

78. There is no evidence that the Board of Directors, or any individual Directors, acted in violation of the Nonprofit Corporation Law or any other statute.

79. There is no evidence that the Board of Directors, or any individual Directors, acted improperly in their voting of proxies.

80. There is no evidence that that the Board of Directors acted improperly regarding the passage of the Corporation's bylaws to convert voting to a "one lot--one vote" system.

81. There is no evidence that the Defendants engaged in any tortious or other improper conduct, or committed any improper, wrongful, or illegal acts.

82. There is no evidence that Plaintiffs suffered any damage.

83. Under applicable law the Court should order the Plaintiffs to reimburse SVDC for costs, fees, and expenses in the defense of this action, including, without limitation, attorneys' fees.

WHEREFORE, SVDC moves this Honorable Court for Summary Judgment, an award of fees and costs of litigation, with costs, counsel fees and expenses, and dismissal with prejudice of Plaintiffs' Amended Complaint.

Respectfully submitted,  
FIKE, CASCIO & BOOSE

By



James R. Cascio, Esquire  
Counsel for Defendant SVDC

HARRY C. NEEL, MICHAEL W. :  
JENKINS, and LEE E. CAVNAUGH :  
Individually, and derivatively, on behalf :  
Of THE STONYCREEK VALLEY :  
DEVELOPMENT CORPORATION :  
Plaintiffs, :  
V. :  
DANIEL DIVELY and THE :  
STONYCREEK VALLEY :  
DEVELOPMENT CORPORATION, :  
Defendants. :

No.275 Civil 2019

:

ORDER

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, it is ORDERED  
AND DECREED that Defendants' Motion for Summary Judgment is granted, and judgment is  
entered for the Defendants , with costs, counsel fees and all other costs of litigation.

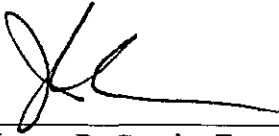
BY THE COURT:

\_\_\_\_\_  
J.

HARRY C. NEEL, MICHAEL W.	:	
JENKINS, and LEE E. CAVNAUGH	:	
Individually, and derivatively, on behalf	:	
Of THE STONYCREEK VALLEY	:	
DEVELOPMENT CORPORATION	:	No.275 Civil 2019
Plaintiffs,	:	
V.	:	
	:	
DANIEL DIVELY and THE	:	
STONYCREEK VALLEY	:	
DEVELOPMENT CORPORATION,	:	
Defendants.	:	

CERTIFICATE OF COMPLIANCE

I, JAMES R. CASCIO, ESQUIRE, Attorney for Defendant SVDC in the above-captioned matter, hereby certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts* that require filing confidential information and documents differently than non-confidential information and documents.

By  \_\_\_\_\_  
James R. Cascio, Esquire  
Supreme Court I.D. No. 21179