

**IN THE COURT OF COMMON PLEAS
WASHINGTON COUNTY, PENNSYLVANIA
CIVIL DIVISION**

JANINE LITMAN and TIMOTHY MAS-
TROIANNI, individually and
jointly,

Plaintiffs,

v.

CANNERY CASINO RESORTS, LLC, a Ne-
vada limited liability company,
WASHINGTON TROTTHING ASSOCIATION,
INC., a Delaware corporation, WTA
ACQUISITION CORP., a Delaware cor-
poration, CANNERY CASINO RESORTS,
LLC, CANNERY CASINO RESORTS and
WASHINGTON TROTTHING ASSOCIATION,
INC. t/d/b/a THE MEADOWS RACETRACK
& CASINO, an unincorporated asso-
ciation, CANNERY CASINO RESORTS,
an unincorporated association con-
sisting of one or more yet uniden-
tified natural and/or legal per-
sons, individually and jointly,

Defendants.

CASE NO: 2012-8149

REPLY TO NEW MATTER

On behalf of Plaintiffs

Counsel of Record for this Party:

Gregg R. Zegarelli, Esq.
PA I.D. #52717

Z E G A R E L L I
Technology & Entrepreneurial
Ventures Law Group, P.C.
2585 Washington Road, Suite 134
Summerfield Commons Office Park
Pittsburgh, PA 15241
412.765.0401
mailroom.grz@zegarelli.com

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AND NOW, come Plaintiffs, by and through their legal counsel, and
file this Reply to New Matter, averring as follows:

1. **Denied.** Defendants' averment is a nullity as a result of the
Order of this Court, dated December 17, 2013. To the extent that any re-
sponse is required, it is denied that the Complaint fails to state a claim
upon which relief can be granted.

2. **Denied.** It is denied that Plaintiff has not sustained any
damages as a result of any matter alleged in the Third Amended Complaint
(the "Complaint").

3. **Denied as stated.** By this reference, Plaintiffs hereby incorporate the averments made in its Complaint as if fully stated herein, and, accordingly, deny as stated that WTA is "the owner and operator" of the Meadows.

4. **Denied as stated.** By this reference, Plaintiffs hereby incorporate the averments made in its Complaint as if fully stated herein, and, accordingly, deny as stated that Cannery indirectly owns WTA. Moreover, the term "indirectly" is vague, ambiguous and is undefined.

5. **Denied as stated.** By this reference, Plaintiffs hereby incorporate the averments made in its Complaint as if fully stated herein, and, accordingly, deny as stated that WTA Acquisition merged into WTA in 2001. Moreover, the term "merged" is vague, ambiguous and is undefined. Discovery is continuing, and strict proof is demanded.

6. **Denied.** By this reference, Plaintiffs hereby incorporate the averments made in its Complaint as if fully stated herein, and, accordingly, deny that that "Cannery Casino Resorts" does not exist as a business entity. Discovery is continuing, and strict proof is demanded.

7. **Denied.** By this reference, Plaintiffs hereby incorporate the averments made in its Complaint as if fully stated herein, and, accordingly, deny that Plaintiffs were paid all winnings from gaming to which Plaintiffs were entitled.

8. **Denied.** By this reference, Plaintiffs hereby incorporate the averments made in its Complaint as if fully stated herein, and, accordingly, deny that Plaintiffs were paid all winnings from gaming to which Plaintiffs were entitled.

9. **Denied.** By this reference, Plaintiffs hereby incorporate the averments made in its Complaint as if fully stated herein, and, accordingly, deny that Plaintiffs were paid all amounts to which Plaintiffs were entitled.

10. **Denied.** By this reference, Plaintiffs hereby incorporate the averments made in its Complaint as if fully stated herein, and, accordingly, deny that the Meadows has only ever charged a craps vigorish for winning buy bets and winning lay bets.

11. **Denied.** By this reference, Plaintiffs hereby incorporate the averments made in its Complaint as if fully stated herein, and, accordingly, deny that Plaintiffs have never paid a craps vigorish for winning buy bets and winning lay bets.

12. **Denied as stated.** By this reference, Plaintiffs hereby incorporate the averments made in its Complaint as if fully stated herein, and, accordingly, deny as stated that the full ownership of The Meadows is publicly available on the Pennsylvania Gaming Commission website.

13. **Denied.** By this reference, Plaintiffs hereby incorporate the averments made in its Complaint as if fully stated herein, and, accordingly, deny that the public statements made by Cannery and WTA concerning the ownership of The Meadows have been truthful.

14. **Denied.** Defendants' averment is a nullity as a result of the Order of this Court, dated October 7, 2013. To the extent that any response is required, it is denied that the Court does not have subject matter jurisdiction.

15. **Denied.** Defendants' averment is a nullity as a result of the Order of this Court, dated October 7, 2013. To the extent that any response is required, it is denied that Plaintiffs' claims are preempted by the Pennsylvania Race Horse Development and Gaming Act.

16. **Denied.** Defendants' averment is a nullity as a result of the Order of this Court, dated October 7, 2013. To the extent that any response is required, it is denied that Plaintiffs' failed to exhaust administrative remedies.

17. **Denied.** By this reference, Plaintiffs hereby incorporate the averments made in its Complaint as if fully stated herein. It is denied that Plaintiffs' consented to the averred unlawful conduct of Defendants.

18. **Denied.** It is denied that Plaintiffs' are estopped from obtaining relief.

19. **Denied in part, as stated.** By this reference, Plaintiffs hereby incorporate the averments made in its Complaint as if fully stated herein. Plaintiffs admit the averments in the Complaint as made, but deny as stated to any extent that Plaintiffs had such knowledge of ownership or

business practices in a manner that is a defense to the averments made in the Complaint.

20. **Denied.** It is denied that Plaintiffs' proximately caused the damages alleged in the Complaint.

21. **Denied.** It is denied that Plaintiffs' caused or contributed to the damages that they seek to recover in the Complaint.

22. **Denied.** It is denied that Plaintiffs refused to mitigate or necessarily that damages should be reduced for such a non-existent cause.

23. **Denied.** It is denied that Plaintiffs have unclean hands.

24. **Denied.** It is denied that the Defendants have conducted business in conformity with the Pennsylvania Gaming Control Board regulations and oversight.

25. **Denied.** To the extent a response is required, it is denied that any of the Defendants may properly assert the doctrines of justification and/or license, or that there are facts to support the assertion.

26. **Denied.** Plaintiffs deny that, for any reason, that Plaintiffs' claims are barred by the statute of limitation and/or laches.

WHEREFORE, Plaintiffs hereby demand judgment in their favor for compensatory, incidental, nominal and punitive damages, treble damages and attorneys' fees to the fullest extent permitted by law, and all other damages deemed to be just, in an amount exceeding \$50,000, exclusive of interest and costs.

January 28, 2014

Respectfully submitted,

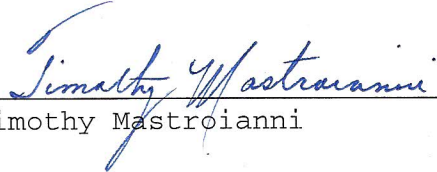
TEV LAW GROUP, PC

By: /Gregg Zegarelli/
Gregg R. Zegarelli

Z E G A R E L L I
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2585 Washington Road, Suite 134
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Pittsburgh, PA 15241
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VERIFICATION

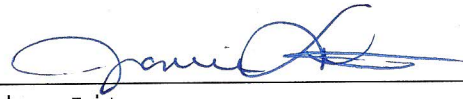
I, Timothy Mastroianni, verify that the facts set forth in the attached document are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities.



Timothy Mastroianni

VERIFICATION

I, Janine Litman, verify that the facts set forth in the attached document are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities.



Janine Litman

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was served on this date, by depositing the same in the United States Mail, First Class, Postage Pre-Paid, upon the following:

_____, 2014

PATRICK L. ABRAMOWICH
FOX ROTHSCHILD LLP
625 LIBERTY AVENUE, 29TH FLOOR
PITTSBURGH, PA 15222-3115

s/Gregg R. Zegarelli, Esq./
Gregg R. Zegarelli, Esq.
PA I.D. #52717

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