

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

JANINE LITMAN and TIMOTHY
MASTROIANNI, individually and
jointly,

Plaintiffs,

v.

CANNERY CASINO RESORTS, LLC, a
Nevada limited liability company,
WASHINGTON TROTTHING
ASSOCIATION, INC., a Delaware
corporation, WTA ACQUISITION CORP., a
Delaware corporation, CANNERY CASINO
RESORTS, LLC, CANNERY CASINO
RESORTS and WASHINGTON TROTTHING
ASSOCIATION, INC., t/d/b/a THE
MEADOWS RACETRACK& CASINO, an
unincorporated association, CANNERY
CASINO RESORTS, an unincorporated
association consisting of one or more yet
unidentified natural and/or legal persons,
individually and jointly,

Defendants.

CASE NO. 2012-8149

**DEFENDANTS' PRELIMINARY
OBJECTIONS TO PLAINTIFFS'
REPLY TO NEW MATTER**

Filed on behalf of Defendants,
Cannery Casino Resorts, LLC, Washington
Trotting Association, Inc., and WTA
Acquisition Corp.

Counsel of Record for these Parties:

Patrick L. Abramowich, Esquire
PA ID No. 74494
Benjamin I. Feldman, Esquire
PA ID No. 312683

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individually and jointly,¹

Defendants.

**DEFENDANTS' PRELIMINARY OBJECTIONS
TO PLAINTIFFS' REPLY TO NEW MATTER**

Defendants, Cannery Casino Resorts, LLC ("Cannery"), Washington Trotting
Association, Inc. ("WTA"), and WTA Acquisition Corp. ("WTA Acquisition") (collectively,

¹ Defendants, Cannery Casino Resorts, LLC, Washington Trotting Association, Inc., and WTA Acquisition Corp. (collectively, "Defendants") deny that Cannery Casino Resorts exists as a business organization apart from Cannery Casino Resorts, LLC. Defendants further deny that Cannery Casino Resorts, LLC and/or Washington Trotting Association, Inc. participate in unincorporated associations, and further deny that an unincorporated association can sue as a party. Accordingly, Defendants object to the caption to the extent that it purports to state claims against any entity other than Cannery Casino Resorts, LLC, Washington Trotting Association, Inc., and WTA Acquisition Corp. individually.

“Defendants”), by their attorneys, FOX ROTHSCHILD LLP, file the following Defendants’ Preliminary Objections to Plaintiffs’ Reply to New Matter:

1. On January 16, 2014, Defendants filed Defendants’ Answer and New Matter to Plaintiffs’ Third Amended Complaint, a true and correct copy of which is attached hereto as Exhibit 1.

2. In response to Defendants’ New Matter, Plaintiffs Janine Litman and Timothy Mastroianni (collectively, “Plaintiffs”) filed a Reply to New Matter, a true and correct copy of which is attached hereto as Exhibit 2.

3. Plaintiffs’ Reply to New Matter violates Pennsylvania Rule of Civil Procedure 1029, which requires an answering party to specifically deny each allegation of a pleading. Pa.R.Civ.P. 1029(b).

4. “[G]enerally, for a denial to be specific, it must deny what is averred and then must affirmatively aver what did occur in place of the facts that are denied.” 5 STANDARD PENNSYLVANIA PRACTICE 2D § 26:41, *quoting Lewis v. Spittler*, 69 Pa. D & C.2d 259, 560 (Lebanon Cty. 1975); *Sincavage v. Howells*, 8 Pa. D.&C.2d 515, 517 (Luzerne Cty. 1957) (same).

5. Simply stating that an allegation is “denied” violates Rule 1029(b). *Swift v. Milner*, 538 A.2d 28, 31 (Pa. Super. Ct. 1988); *Ritchie Bldg. & Loan Ass’n No. 2 v. Armstrong*, 157 A. 371, 372 (Pa. Super. Ct. 1931) (“In the affidavit there is no answer whatever to the averments of the statement, except the word ‘denied,’ which, of course, is inadequate.”).

5. Likewise, “[a] denial is not a specific denial...which states that ‘it is denied that’ and then repeats word for word the averments of the opposing pleading.” *Sincavage*, 8 Pa. D.&C.2d at 517.

6. Plaintiffs denied all 26 paragraphs of Defendants' New Matter without pleading any facts to dispute Defendants' allegations:

- a. Plaintiffs' responses to paragraphs 2, 18, 20, 21, 22, 23, 24, 25, and 26 of Defendants' New Matter are bare denials;
- b. Plaintiffs deny paragraphs 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 17 of Defendants' New Matter by generally incorporating the averments of Plaintiffs' Third Amended Complaint without reference to any particular facts or paragraphs;
- c. Plaintiffs deny paragraphs 1, 14, 15, and 16 of Defendants' New Matter by generally referencing the Court's prior orders; and
- d. In response to paragraph 19 of Defendants' New Matter, Plaintiffs vaguely admit "the averments in the Complaint as made," but nonetheless deny the averments as stated.

7. In no instance did Plaintiffs plead affirmative facts disputing the allegations in Defendants' New Matter.

8. Plaintiffs' Reply consists solely of general denials and, pursuant to Pennsylvania Rule of Civil Procedure 1029(c), should be deemed an admission of the allegations set forth in Defendants' New Matter.

CONCLUSION

WHEREFORE, Defendants request that this Court sustain their Preliminary Objections to Plaintiffs' Reply to New Matter, deem the matters averred in Defendants' New Matter admitted, and grant any and all such other relief this Court deems just.

FOX ROTHSCHILD LLP

By:



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*Counsel for Defendants,
Cannery Casino Resorts, LLC,
Washington Trotting Association, Inc.,
and WTA Acquisition Corp.*

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Delaware corporation, CANNERY CASINO
RESORTS, LLC, CANNERY CASINO
RESORTS and WASHINGTON TROTTHING
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MEADOWS RACETRACK & CASINO, an
unincorporated association, CANNERY
CASINO RESORTS, an unincorporated
association consisting of one or more yet
unidentified natural and/or legal persons,
individually and jointly,

Defendants.

[PROPOSED] ORDER

AND NOW, this _____ day of _____, 2014, upon consideration of Defendants' Preliminary Objections to Plaintiffs' Reply to New Matter, and any response thereto, it is hereby ORDERED, ADJUDGED and DECREED that Defendants' Preliminary Objections are SUSTAINED. It is FURTHER ORDERED that the matters averred in Defendants' New Matter are deemed admitted pursuant to Pennsylvania Rule of Civil Procedure 1029(b).

BY THE COURT:

_____ J.

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RESORTS and WASHINGTON TROTTING
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CASINO RESORTS, an unincorporated
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individually and jointly,

Defendants.

NOTICE TO PLEAD:

To the within named Plaintiffs:
You are hereby notified to file a written
response to the enclosed Answer and
New Matter to Plaintiff's Third
Amended Complaint In Civil Action
within twenty (20) days from service
hereof or a judgment may be entered
against you.



Patrick L. Abramowich, Esquire

**DEFENDANTS' ANSWER AND NEW
MATTER TO PLAINTIFFS' THIRD
AMENDED COMPLAINT**

Filed on behalf of Defendants,
Cannery Casino Resorts, LLC, Washington
Trotting Association, Inc., and WTA
Acquisition Corp.

Counsel of Record for these Parties:

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FILED

JAN 16 2014

P.R. MATHENY
PROTHONOTARY

EXHIBIT

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**IN THE COURT OF COMMON PLEAS
WASHINGTON COUNTY, PENNSYLVANIA
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JANINE LITMAN and TIMOTHY
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Defendants.

**DEFENDANTS' ANSWER AND NEW MATTER
TO PLAINTIFF'S THIRD AMENDED COMPLAINT**

AND NOW come Defendants, Cannery Casino Resorts, LLC ("Cannery"), Washington Trotting Association, Inc. ("WTA"), and WTA Acquisition Corp. ("WTA Acquisition") (collectively, "Defendants"), by their attorneys, FOX ROTHSCHILD LLP, and file this Answer

¹ Defendants, Cannery Casino Resorts, LLC, Washington Trotting Association, Inc., and WTA Acquisition Corp. (collectively, "Defendants") deny that Cannery Casino Resorts exists as a business organization apart from Cannery Casino Resorts, LLC. Defendants further deny that Cannery Casino Resorts, LLC and/or Washington Trotting Association, Inc. participate in unincorporated associations, and further deny that an unincorporated association can sue as a party. Accordingly, Defendants object to the extent that it purports to state claims against any entity other than Cannery Casino Resorts, LLC, Washington Trotting Association, Inc., and WTA Acquisition Corp. individually.

and New Matter to the Third Amended Complaint in Civil Action (“Complaint”) filed by Plaintiffs Janine Litman and Timothy Mastroianni (collectively, “Plaintiffs”), averring as follows:

ANSWER

1. In response to the averments of Paragraph 1, Defendants admit only that Janine Litman (“Litman”) is an adult individual and a plaintiff in this action. After reasonable investigation, Defendants lack knowledge sufficient to form a belief regarding the truth or falsity of Litman’s current address and accordingly deny the same.

2. In response to the averments of Paragraph 2, Defendants admit only that Timothy Mastroianni (“Mastroianni”) is an adult individual and a plaintiff in this action. After reasonable investigation, Defendants lack knowledge sufficient to form a belief regarding the truth or falsity of Mastroianni’s current address and accordingly deny the same.

3. The averments of Paragraph 3 are admitted in part and denied as stated in part. Defendants admit only that Cannery Casino Resorts, LLC is a Nevada limited liability company. Defendants deny that Cannery’s principal place of business is 2121 E. Craig Road, North Las Vegas, NV 89030. To the contrary, Cannery’s principal place of business is 9107 W. Russell Road, Las Vegas, NV 89148. Defendants deny as vague and ambiguous the allegation that Cannery’s principal place of business is “among other locations.” Defendants further deny that “Cannery Casino LLC” and “Cannery Casino” are business entities separate from Cannery Casino Resorts, LLC.

4. The averments of Paragraph 4 are admitted in part and denied as stated in part. Defendants admit that Washington Trotting Association, Inc. is a Delaware corporation, that WTA’s registered agent is The Corporation Trust Company, Corporation Trust Center, 1209

Orange Street, Wilmington, DE 19801, and that WTA maintains an office and place of business at 210 Racetrack Road, Washington, PA 15301. Defendants deny as vague and ambiguous the allegation that the referenced addresses are “among other locations.”

5. The allegations of Paragraph 5 are admitted in part and denied in part. Defendants admit only that WTA Acquisition Corp. is a Delaware corporation, and that its registered agent is The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801. Defendants deny that WTA Acquisition has an office and place of business at 210 Racetrack Road, Washington, PA 15301. To the contrary, WTA Acquisition has been merged into WTA. Defendants further deny as vague and ambiguous the allegation that the referenced addresses are “among other locations.”

6. The averments of Paragraph 6 are denied as stated. WTA trades and does business as The Meadows Racetrack & Casino (“The Meadows”) and has an office and place of business at 210 Racetrack Road, Washington, PA 15301. Defendants deny that Cannery directly trades or does business as The Meadows or has an office and place of business at 210 Racetrack Road, Washington, PA 15301. Defendants further deny that “Cannery Casino Resorts” exists as a business entity separate and apart from Cannery.

7. The averments of Paragraph 7 are denied. Defendants deny that “Cannery Casino Resorts” exists as a business entity separate and apart from Cannery. Moreover, Defendants deny that Cannery directly trades or does business as The Meadows or has an office and place of business at 210 Racetrack Road, Washington, PA 15301.

8. The averments of Paragraph 8 are denied as stated. The Meadows is owned and operated by WTA.

9. The allegations of Paragraph 9 are denied as stated. While The Meadows engages in general solicitation of patrons, Defendants deny that The Meadows specifically targets any of the groups of persons identified in Paragraph 9. Defendants specifically deny that The Meadows solicits patrons under 21 years of age for gaming.

10. The allegations of Paragraph 10 purport to characterize a document, which speaks for itself. Accordingly, no response is required. To the extent that a response is deemed necessary, Defendants deny that Cannery advertises itself as directly owning or operating The Meadows.

11. The reference to Cannery's advertising in the introductory paragraph of Paragraph 11 purports to describe documents and/or statements that speak for themselves. Accordingly, no response is required. To the extent that a response is deemed necessary, Defendants deny that Cannery claims to directly own The Meadows. The remaining allegations of the introductory paragraph of Paragraph 11 state legal conclusions to which no response is required. To the extent that a response is deemed necessary, those allegations are denied.

(a) The reference to Cannery's advertising in Paragraph 11(a) purports to describe documents and/or statements that speak for themselves. Accordingly, no response is required. The remaining allegations of Paragraph 11(a) state a legal conclusion to which no response is required. To the extent that a response is deemed necessary, those allegations are denied.

(b) After reasonable investigation, Defendants lack knowledge sufficient to form a belief regarding the truth or falsity of the allegations of Paragraph 11(b) and accordingly deny the same.

(c) The allegations of Paragraph 11(c) state legal conclusions to which no response is required. To the extent that a response is deemed necessary, those allegations are denied.

(d) The allegations of Paragraph 11(d) are denied as stated. To the contrary, Cannery possesses documents demonstrating its indirect ownership of WTA, which owns and operates The Meadows.

(e) The allegations of Paragraph 11(e) state legal conclusions to which no response is required. To the extent that a response is deemed necessary, those allegations are denied.

12. The reference to Cannery's advertising in the introductory paragraph of Paragraph 12 purports to describe documents and/or statements that speak for themselves. Accordingly, no response is required. To the extent that a response is deemed necessary, Plaintiff's characterization of Cannery's advertising is denied. Cannery indirectly owns WTA, which owns and operates The Meadows. The remaining allegations of the introductory paragraph of Paragraph 12 state legal conclusions to which no response is required. To the extent that a response is deemed necessary, those allegations are denied.

(a) The reference to Cannery's advertising in Paragraph 12(a) purports to describe documents and/or statements that speak for themselves. Accordingly, no response is required. To the extent that a response is deemed necessary, Plaintiff's characterization of Cannery's advertising is denied. Cannery indirectly owns WTA, which owns and operates The Meadows. The remaining allegations of Paragraph 12(a) state a legal conclusion to which no response is required. To the extent that a response is deemed necessary, those allegations are denied.

(b) The allegations of Paragraph 12(b) are admitted. By way of further answer, Cannery does not operate The Meadows.

(c) The allegations of Paragraph 12(c) state legal conclusions to which no response is required. To the extent that a response is deemed necessary, those allegations are denied.

(d) After reasonable investigation, Defendants lack knowledge sufficient to form a belief regarding the truth or falsity of the allegations of Paragraph 12(d) and accordingly deny the same.

(e) The allegations of Paragraph 12(e) state legal conclusions to which no response is required. To the extent that a response is deemed necessary, those allegations are denied.

(f) The allegations of Paragraph 12(f) are denied as stated. To the contrary, Cannery possesses documents demonstrating its indirect ownership of WTA, which owns and operates The Meadows.

(g) The allegations of Paragraph 12(g) state legal conclusions to which no response is required. To the extent that a response is deemed necessary, those allegations are denied.

13. The allegations of Paragraph 13 purport to describe documents and/or statements that speak for themselves. Accordingly, no response is required. To the extent that a response is deemed necessary, Defendants deny that Cannery advertises itself as directly owning or operating The Meadows. Cannery indirectly owns WTA, which owns and operates The Meadows.

14. Defendants admit that Cannery is the registered owner of the trademark for The Meadows Racetrack & Casino, as reflected in Exhibit 3 to the Complaint. By way of further answer, Cannery's trademark registration for The Meadows Racetrack & Casino is based upon WTA's licensed use of that mark. The allegation that Cannery owns "various trademarks bearing 'The Meadows' insignia" is vague and ambiguous and, accordingly, denied.

15. The allegations of Paragraph 15 are denied. Defendants deny that Cannery is an unincorporated association and accordingly deny that Cannery owns any copyrights "as an unincorporated association and not as a limited liability company." The allegations of Paragraph 15 referring to Exhibit 4 of the Complaint purport to characterize a document, which speaks for itself.

16. In response to the first sentence of Paragraph 16, Defendants admit only that WTA, doing business as The Meadows, advertises gambling services and invites potential players to gamble at The Meadows casino. Defendants deny that Cannery and WTA Acquisition engage in such activities. The allegations of the second and third sentences of Paragraph 16 state legal conclusions to which no response is required.

17. The allegations of Paragraph 17 purport to describe a document, which speaks for itself. Accordingly, no response is required. To the extent that a response is deemed necessary, Defendants state that Cannery indirectly owns WTA, which registered "The Meadows Racetrack & Casino" as a fictitious name in Pennsylvania.

18. The allegations of Paragraph 18 are denied. To the contrary, WTA is the owner and operator of The Meadows and is licensed to operate The Meadows by the Pennsylvania Gaming Control Board ("PGCB"). The PGCB investigated and qualified Cannery in connection with the ownership and licensure of WTA.

19. The allegations of Paragraph 19 are denied. To the extent that Paragraph 19 refers to the operation of The Meadows, WTA is The Meadows' owner and operator.

20. The allegations of Paragraph 20 are denied. To the extent that Paragraph 20 refers to the operation of The Meadows, WTA is The Meadows' owner and operator.

21. The allegations of Paragraph 21, subparagraphs (a) through (c) inclusive, are denied. To the extent that Paragraphs 21(a) through (c) refer to the operation of The Meadows, WTA is The Meadows' owner and operator. By way of further answer, Defendants incorporate their answer to Paragraph 18 as though set forth in full.

22. The allegations of Paragraph 22 state a legal conclusion to which no response is required. To the extent that a response is deemed necessary, those allegations are denied. By way of further answer, Cannery indirectly owns WTA, which is the owner and operator of The Meadows.

23. The allegations of Paragraph 23 state a legal conclusion to which no response is required. To the extent that a response is deemed necessary, those allegations are denied.

[Unnumbered]. After reasonable investigation, Defendants lack knowledge sufficient to form a belief regarding the truth or falsity of the allegations contained in the unnumbered paragraph between Paragraphs 23 and 24 of the Complaint. Accordingly, those allegations are denied.

24. In response to the allegations of Paragraph 24, Defendants admit only that WTA, as the owner and operator of The Meadows, published rules for table games as required by the PGCB. The remaining allegations of Paragraph 24 purport to describe the published rules, which speak for themselves. Accordingly, no response is required.

25. The allegations of Paragraph 25 are denied. To the extent that Paragraph 25 refers to gaming at The Meadows, WTA never charged a vigorish on all bets, but only on winning bets. Cannery and WTA Acquisition did not directly operate The Meadows at any time relevant to the Complaint and, accordingly, never charged a vigorish.

26. The allegations of Paragraph 26 are denied. While Plaintiffs made a complaint to The Meadows concerning the collection of vigorish, WTA never "prosecuted" Mastroianni. Plaintiffs never made any complaints to Cannery or WTA Acquisition.

COUNT I
Breach of Oral Contract

27. Defendants incorporate by reference their answers to paragraphs 1 through 26 of Plaintiffs' Third Amended Complaint as though set forth in full.

28. By Order dated December 17, 2013, Defendants' Preliminary Objections to Count I of Plaintiffs' Third Amended Complaint were sustained. Accordingly, no response is required to this Paragraph.

29. By Order dated December 17, 2013, Defendants' Preliminary Objections to Count I of Plaintiffs' Third Amended Complaint were sustained. Accordingly, no response is required to this Paragraph.

30. By Order dated December 17, 2013, Defendants' Preliminary Objections to Count I of Plaintiffs' Third Amended Complaint were sustained. Accordingly, no response is required to this Paragraph.

31. By Order dated December 17, 2013, Defendants' Preliminary Objections to Count I of Plaintiffs' Third Amended Complaint were sustained. Accordingly, no response is required to this Paragraph.

32. By Order dated December 17, 2013, Defendants' Preliminary Objections to Count I of Plaintiffs' Third Amended Complaint were sustained. Accordingly, no response is required to this Paragraph.

33. By Order dated December 17, 2013, Defendants' Preliminary Objections to Count I of Plaintiffs' Third Amended Complaint were sustained. Accordingly, no response is required to this Paragraph.

34. By Order dated December 17, 2013, Defendants' Preliminary Objections to Count I of Plaintiffs' Third Amended Complaint were sustained. Accordingly, no response is required to this Paragraph.

35. By Order dated December 17, 2013, Defendants' Preliminary Objections to Count I of Plaintiffs' Third Amended Complaint were sustained. Accordingly, no response is required to this Paragraph.

36. By Order dated December 17, 2013, Defendants' Preliminary Objections to Count I of Plaintiffs' Third Amended Complaint were sustained. Accordingly, no response is required to this Paragraph.

37. By Order dated December 17, 2013, Defendants' Preliminary Objections to Count I of Plaintiffs' Third Amended Complaint were sustained. Accordingly, no response is required to this Paragraph.

38. By Order dated December 17, 2013, Defendants' Preliminary Objections to Count I of Plaintiffs' Third Amended Complaint were sustained. Accordingly, no response is required to this Paragraph.

39. By Order dated December 17, 2013, Defendants' Preliminary Objections to Count I of Plaintiffs' Third Amended Complaint were sustained. Accordingly, no response is required to this Paragraph.

COUNT II
Breach of Written Contract
(In the alternative to Count I)

40. Defendants incorporate by reference their answers to paragraph 1 through 39 of Plaintiffs' Third Amended Complaint as though set forth in full.

41. By Order dated December 17, 2013, Defendants' Preliminary Objections to Count II of Plaintiffs' Third Amended Complaint were sustained. Accordingly, no response is required to this Paragraph.

42. By Order dated December 17, 2013, Defendants' Preliminary Objections to Count II of Plaintiffs' Third Amended Complaint were sustained. Accordingly, no response is required to this Paragraph.

43. By Order dated December 17, 2013, Defendants' Preliminary Objections to Count II of Plaintiffs' Third Amended Complaint were sustained. Accordingly, no response is required to this Paragraph.

44. By Order dated December 17, 2013, Defendants' Preliminary Objections to Count II of Plaintiffs' Third Amended Complaint were sustained. Accordingly, no response is required to this Paragraph.

45. By Order dated December 17, 2013, Defendants' Preliminary Objections to Count II of Plaintiffs' Third Amended Complaint were sustained. Accordingly, no response is required to this Paragraph.

COUNT III
Breach of Contract Implied in Fact
(in the alternative to Count I)

46. Defendants incorporate by reference their answers to paragraph 1 through 45 of Plaintiffs' Third Amended Complaint as though set forth in full.

47. The allegations of Paragraph 47 state a legal conclusion to which no response is required. To the extent that a response is deemed necessary, those allegations are denied.

48. The allegations of Paragraph 48 are denied as stated. Assuming that the "licensed facility" referred to in Paragraph 48 is The Meadows, Defendants deny that Cannery or WTA Acquisition directly solicited gambling patrons for The Meadows. WTA solicited gambling patrons at The Meadows, provided that such patrons were over 21 years of age and otherwise entitled to participate in gaming at The Meadows.

49. The allegations of Paragraph 49 are admitted in part and denied in part. Defendants admit only that Plaintiffs engaged in gambling at The Meadows, which is owned and operated by WTA, at various times in 2010 and 2011. Defendants deny that Cannery or WTA Acquisition ever provided gambling services to Plaintiffs. After reasonable investigation, Defendants lack knowledge sufficient to form a belief regarding the truth or falsity of the allegation that Plaintiffs acted in reliance on WTA's solicitations and accordingly deny the same.

50. The allegations of Paragraph 50 state a legal conclusion to which no response is required. To the extent that a response is deemed necessary, those allegations are denied. Defendants specifically deny that Cannery or WTA Acquisition solicited Plaintiffs or rendered gambling services to them.

51. After reasonable investigation, Defendants lack information sufficient to form a belief regarding the truth or falsity of the allegations of Paragraph 51 and accordingly deny the same.

In response to the WHEREFORE clause of Count III, Defendants Cannery Casino Resorts, LLC, Washington Trotting Association, Inc., and WTA Acquisition Corp. deny that Plaintiffs are entitled to any of the relief set forth therein and respectfully request that judgment be entered in their favor and against Plaintiffs Janine Litman and Timothy Mastroianni, together with costs, attorneys' fees and such other relief as justice requires.

COUNT IV
Unjust Enrichment
(in the alternative to Count I)

52. Defendants incorporate by reference their answers to paragraph 1 through 51 of Plaintiffs' Third Amended Complaint as though set forth in full.

53. In response to the allegations of Paragraph 53, Defendants admit only that Plaintiffs patronized The Meadows at various times in 2010 and 2011. After reasonable investigation, Defendants lack knowledge sufficient to form a belief regarding the truth or falsity of Plaintiff's alleged reliance and accordingly deny the same. All other allegations of Paragraph 53 state legal conclusions to which no response is required. To the extent that a response is deemed necessary, those allegations are denied. Defendants specifically deny that Plaintiffs engaged in gambling activities with Cannery or WTA Acquisition.

54. The allegations of Paragraph 54 state legal conclusions to which no response is required. To the extent that a response is deemed necessary, those allegations are denied.

55. The allegations of Paragraph 55 state legal conclusions to which no response is required. To the extent that a response is deemed necessary, those allegations are denied.

56. The allegations of Paragraph 56 state a legal conclusion to which no response is required. To the extent that a response is deemed necessary, those allegations are denied.

57. The allegations of Paragraph 57 state a legal conclusion to which no response is required. To the extent that a response is deemed necessary, those allegations are denied.

In response to the WHEREFORE clause of Count IV, Defendants Cannery Casino Resorts, LLC, Washington Trotting Association, Inc., and WTA Acquisition Corp. deny that Plaintiffs are entitled to any of the relief set forth therein and respectfully request that judgment be entered in their favor and against Plaintiffs Janine Litman and Timothy Mastroianni, together with costs, attorneys' fees and such other relief as justice requires.

COUNT V
Breach of Fiduciary Duty

58. Defendants incorporate by reference their answers to paragraph 1 through 57 of Plaintiffs' Third Amended Complaint as though set forth in full.

59. By Order dated December 17, 2013, Defendants' Preliminary Objections to Count V of Plaintiffs' Third Amended Complaint were sustained. Accordingly, no response is required to this Paragraph.

60. By Order dated December 17, 2013, Defendants' Preliminary Objections to Count V of Plaintiffs' Third Amended Complaint were sustained. Accordingly, no response is required to this Paragraph.

61. By Order dated December 17, 2013, Defendants' Preliminary Objections to Count V of Plaintiffs' Third Amended Complaint were sustained. Accordingly, no response is required to this Paragraph.

62. By Order dated December 17, 2013, Defendants' Preliminary Objections to Count V of Plaintiffs' Third Amended Complaint were sustained. Accordingly, no response is required to this Paragraph.

63. By Order dated December 17, 2013, Defendants' Preliminary Objections to Count V of Plaintiffs' Third Amended Complaint were sustained. Accordingly, no response is required to this Paragraph.

64. By Order dated December 17, 2013, Defendants' Preliminary Objections to Count V of Plaintiffs' Third Amended Complaint were sustained. Accordingly, no response is required to this Paragraph.

65. By Order dated December 17, 2013, Defendants' Preliminary Objections to Count V of Plaintiffs' Third Amended Complaint were sustained. Accordingly, no response is required to this Paragraph.

66. By Order dated December 17, 2013, Defendants' Preliminary Objections to Count V of Plaintiffs' Third Amended Complaint were sustained. Accordingly, no response is required to this Paragraph.

67. By Order dated December 17, 2013, Defendants' Preliminary Objections to Count V of Plaintiffs' Third Amended Complaint were sustained. Accordingly, no response is required to this Paragraph.

COUNT VI
Tortious Interference with Contract
and Prospective Business Relations and Advantage
Plaintiff Mastroianni v. The Meadows

68. Defendants incorporate by reference their answers to paragraph 1 through 67 of Plaintiffs' Third Amended Complaint as though set forth in full.

69. By Order dated December 17, 2013, Defendants' Preliminary Objections to Count VI of Plaintiffs' Third Amended Complaint were sustained. Accordingly, no response is required to this Paragraph.

70. By Order dated December 17, 2013, Defendants' Preliminary Objections to Count VI of Plaintiffs' Third Amended Complaint were sustained. Accordingly, no response is required to this Paragraph.

71. By Order dated December 17, 2013, Defendants' Preliminary Objections to Count VI of Plaintiffs' Third Amended Complaint were sustained. Accordingly, no response is required to this Paragraph.

72. By Order dated December 17, 2013, Defendants' Preliminary Objections to Count VI of Plaintiffs' Third Amended Complaint were sustained. Accordingly, no response is required to this Paragraph.

73. By Order dated December 17, 2013, Defendants' Preliminary Objections to Count VI of Plaintiffs' Third Amended Complaint were sustained. Accordingly, no response is required to this Paragraph.

74. By Order dated December 17, 2013, Defendants' Preliminary Objections to Count VI of Plaintiffs' Third Amended Complaint were sustained. Accordingly, no response is required to this Paragraph.

75. By Order dated December 17, 2013, Defendants' Preliminary Objections to Count VI of Plaintiffs' Third Amended Complaint were sustained. Accordingly, no response is required to this Paragraph.

COUNT VII
Unfair and Deceptive Trade Practice
Violation of 73 P.S. §§ 201 – 1

76. Defendants incorporate by reference their answers to paragraph 1 through 75 of Plaintiffs' Third Amended Complaint as though set forth in full.

77. By Order dated December 17, 2013, Defendants' Preliminary Objections to Count VII of Plaintiffs' Third Amended Complaint were sustained. Accordingly, no response is required to this Paragraph.

78. By Order dated December 17, 2013, Defendants' Preliminary Objections to Count VII of Plaintiffs' Third Amended Complaint were sustained. Accordingly, no response is required to this Paragraph.

79. By Order dated December 17, 2013, Defendants' Preliminary Objections to Count VII of Plaintiffs' Third Amended Complaint were sustained. Accordingly, no response is required to this Paragraph.

80. By Order dated December 17, 2013, Defendants' Preliminary Objections to Count VII of Plaintiffs' Third Amended Complaint were sustained. Accordingly, no response is required to this Paragraph.

81. By Order dated December 17, 2013, Defendants' Preliminary Objections to Count VII of Plaintiffs' Third Amended Complaint were sustained. Accordingly, no response is required to this Paragraph.

82. By Order dated December 17, 2013, Defendants' Preliminary Objections to Count VII of Plaintiffs' Third Amended Complaint were sustained. Accordingly, no response is required to this Paragraph.

83. By Order dated December 17, 2013, Defendants' Preliminary Objections to Count VII of Plaintiffs' Third Amended Complaint were sustained. Accordingly, no response is required to this Paragraph.

84. By Order dated December 17, 2013, Defendants' Preliminary Objections to Count VII of Plaintiffs' Third Amended Complaint were sustained. Accordingly, no response is required to this Paragraph.

COUNT VIII
Fraud

85. Defendants incorporate by reference their answers to paragraph 1 through 84 of Plaintiffs' Third Amended Complaint as though set forth in full.

86. The allegations of Paragraph 86 are denied. To the contrary, all statements by WTA and Cannery concerning the ownership of The Meadows are accurate. WTA Acquisition has not made statements to potential customers concerning the ownership of The Meadows.

87. The allegations of Paragraph 87 are denied. To the contrary, all statements by WTA and Cannery concerning the ownership of The Meadows are accurate. WTA Acquisition has not made statements to potential customers concerning the ownership of The Meadows.

88. The allegations of Paragraph 88 are denied. To the contrary, all statements by WTA and Cannery concerning the ownership of The Meadows are accurate. WTA Acquisition has not made statements to potential customers concerning the ownership of The Meadows.

89. The allegations of Paragraph 89 state legal conclusions to which no response is required. To the extent that a response is deemed necessary, those allegations are denied.

90. The allegations of Paragraph 90 state legal conclusions to which no response is required. To the extent that a response is deemed necessary, those allegations are denied.

In response to the WHEREFORE clause of Count VIII, Defendants Cannery Casino Resorts, LLC, Washington Trotting Association, Inc., and WTA Acquisition Corp. deny that Plaintiffs are entitled to any of the relief set forth therein and respectfully request that judgment be entered in their favor and against Plaintiffs Janine Litman and Timothy Mastroianni, together with costs, attorneys' fees and such other relief as justice requires.

COUNT IX
Conversion

91. Defendants incorporate by reference their answers to paragraph 1 through 90 of Plaintiffs' Third Amended Complaint as though set forth in full.

92. The allegations of Paragraph 92 state a legal conclusion to which no response is required. To the extent that a response is deemed necessary, those allegations are denied.

93. The allegations of Paragraph 93 state a legal conclusion to which no response is required. To the extent that a response is deemed necessary, those allegations are denied.

In response to the WHEREFORE clause of Count IX, Defendants Cannery Casino Resorts, LLC, Washington Trotting Association, Inc., and WTA Acquisition Corp. deny that Plaintiffs are entitled to any of the relief set forth therein and respectfully request that judgment be entered in their favor and against Plaintiffs Janine Litman and Timothy Mastroianni, together with costs, attorneys' fees and such other relief as justice requires.

COUNT X
Negligence
(in the alternative to intentional torts)

94. Defendants incorporate by reference their answers to paragraph 1 through 93 of Plaintiffs' Third Amended Complaint as though set forth in full.

95. By Order dated December 17, 2013, Defendants' Preliminary Objections to Count X of Plaintiffs' Third Amended Complaint were sustained. Accordingly, no response is required to this Paragraph.

96. By Order dated December 17, 2013, Defendants' Preliminary Objections to Count X of Plaintiffs' Third Amended Complaint were sustained. Accordingly, no response is required to this Paragraph.

97. By Order dated December 17, 2013, Defendants' Preliminary Objections to Count X of Plaintiffs' Third Amended Complaint were sustained. Accordingly, no response is required to this Paragraph.

98. By Order dated December 17, 2013, Defendants' Preliminary Objections to Count X of Plaintiffs' Third Amended Complaint were sustained. Accordingly, no response is required to this Paragraph.

COUNT XI
Violation of Gaming, 4 Pa.C.S.A.

99. Defendants incorporate by reference their answers to paragraph 1 through 98 of Plaintiffs' Third Amended Complaint as though set forth in full.

100. By Order dated December 17, 2013, the Court sustained Defendants' Preliminary Objections to Count XI of Plaintiffs' Third Amended Complaint for lack of specificity and granted Plaintiffs leave to amend Count XI within 20 days. As Plaintiffs chose not to amend, no response is required to this Paragraph.

101. By Order dated December 17, 2013, the Court sustained Defendants' Preliminary Objections to Count XI of Plaintiffs' Third Amended Complaint for lack of specificity and granted Plaintiffs leave to amend Count XI within 20 days. As Plaintiffs chose not to amend, no response is required to this Paragraph.

In response to the WHEREFORE clause of Count XI, Defendants Cannery Casino Resorts, LLC, Washington Trotting Association, Inc., and WTA Acquisition Corp. deny that Plaintiffs are entitled to any of the relief set forth therein and respectfully request that judgment be entered in their favor and against Plaintiffs Janine Litman and Timothy Mastroianni, together with costs, attorneys' fees and such other relief as justice requires.

COUNT XII
Civil Conspiracy

102. Defendants incorporate by reference their answers to paragraph 1 through 101 of Plaintiffs' Third Amended Complaint as though set forth in full.

103. The allegations of Paragraph 103 state legal conclusions to which no response is required. To the extent that a response is deemed necessary, those allegations are denied.

In response to the WHEREFORE clause of Count XII, Defendants Cannery Casino Resorts, LLC, Washington Trotting Association, Inc., and WTA Acquisition Corp. deny that Plaintiffs are entitled to any of the relief set forth therein and respectfully request that judgment be entered in their favor and against Plaintiffs Janine Litman and Timothy Mastroianni, together with costs, attorneys' fees and such other relief as justice requires.

COUNT XIII
Accounting

104. Defendants incorporate by reference their answers to paragraph 1 through 103 of Plaintiffs' Third Amended Complaint as though set forth in full.

105. In response to the allegations of Paragraph 105, Defendants admit only that WTA possesses information regarding gaming at The Meadows. The description of such information in Paragraph 105 is vague and ambiguous and therefore denied. Defendants deny that Cannery or WTA Acquisition are solely in control of accounting information regarding gaming at The Meadows.

106. The allegations of Paragraph 106 state a legal conclusion to which no response is required. To the extent that a response is deemed necessary, those allegations are denied.

In response to the WHEREFORE clause of Count XIII, Defendants Cannery Casino Resorts, LLC, Washington Trotting Association, Inc., and WTA Acquisition Corp. deny that Plaintiffs are entitled to any of the relief set forth therein and respectfully request that judgment

be entered in their favor and against Plaintiffs Janine Litman and Timothy Mastroianni, together with costs, attorneys' fees and such other relief as justice requires.

COUNT XIV
Special Damages

107. Defendants incorporate by reference their answers to paragraph 1 through 106 of Plaintiffs' Third Amended Complaint as though set forth in full.

108. By Order dated December 17, 2013, Defendants' Preliminary Objections to Count XIV of Plaintiffs' Third Amended Complaint were sustained. Accordingly, no response is required to this Paragraph.

NEW MATTER

1. Plaintiffs' Complaint fails to state a claim upon which relief can be granted.
2. Plaintiffs have not sustained any damages as a result of any matter alleged in the Complaint.
3. WTA is the owner and operator of The Meadows.
4. Cannery indirectly owns WTA.
5. WTA Acquisition merged into WTA in 2001.
6. "Cannery Casino Resorts" does not exist as a business entity apart from Cannery Casino Resorts, LLC.
7. Neither WTA, WTA Acquisition, nor Cannery does business through an unincorporated association.
8. The Meadows paid Plaintiffs all winnings from gaming to which Plaintiffs were entitled.
9. Plaintiffs have received payment of all amounts to which they are entitled from any of the Defendants.

10. The Meadows has only ever charged a craps vigorish for winning buy bets and winning lay bets.

11. Plaintiffs have never paid a craps vigorish for buy bets or lay bets in excess of the vigorish that The Meadows was entitled to charge.

12. The full ownership structure of The Meadows is publicly available on the Pennsylvania Gaming Commission website.

13. The public statements made by Cannery and WTA concerning the ownership of The Meadows have been truthful.

14. The Court lacks subject matter jurisdiction over Plaintiffs' claims.

15. Plaintiffs' claims are preempted by the Pennsylvania Race Horse Development and Gaming Act.

16. Plaintiffs have failed to exhaust administrative remedies.

17. Plaintiffs consented to the purportedly unlawful conduct alleged in the Complaint.

18. Plaintiffs are estopped from obtaining the relief sought in the Complaint.

19. Plaintiffs regularly patronized The Meadows with knowledge of The Meadows' ownership and business practices, including without limitation the manner in which The Meadows charged a craps vigorish.

20. Defendants did not proximately cause the damages alleged in the Complaint.

21. Plaintiffs caused and/or contributed to the damages that they seek to recover in the Complaint.

22. Plaintiffs' alleged damages should be precluded or reduced by their failure to mitigate.

23. Plaintiffs have unclean hands.

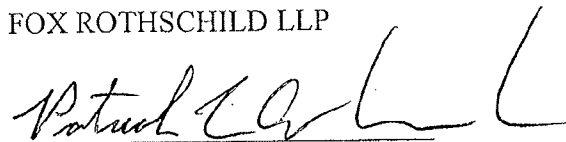
24. The Meadows has conducted its business in conformity with the Pennsylvania Gaming Control Board regulations and oversight.

25. Defendants assert the doctrines of justification and license.

26. To the extent justified by the facts developed during discovery or introduced at trial, Plaintiff's claims may be barred in whole or in part by the applicable statute of limitations and/or laches.

FOX ROTHSCHILD LLP

By:



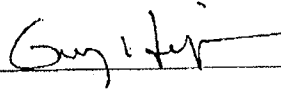
Patrick L. Abramowich, Esquire
PA ID No. 74494
Benjamin I. Feldman, Esquire
PA ID No. 312683
625 Liberty Avenue, 29th Floor
Pittsburgh, PA 15222
Telephone: (412) 391-1334

*Counsel for Defendants,
Cannery Casino Resorts, LLC,
Washington Trotting Association, Inc.,
WTA Acquisition Corp., Cannery Casino Resorts,
LLC, Cannery Casino Resorts and
Washington Trotting Association, Inc. t/d/b/a The
Meadows Racetrack & Casino, and Cannery
Casino Resorts*

VERIFICATION

I, Guy Hillyer, the Executive Vice President of Cannery Casino Resorts, LLC, have read the foregoing Answer and New Matter. The statements therein are correct to the best of my personal knowledge or information and belief.

This statement and verification is made subject to the penalties of 18 Pa. C.S.A. § 4904 relating to unsworn falsification to authorities, which provides that if I make knowingly false statements, I may be subject to criminal penalties.

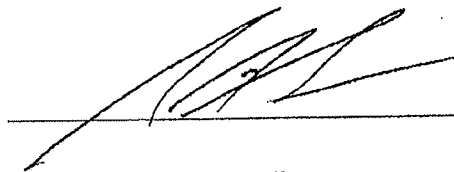


DATED: January 15, 2014

VERIFICATION

I, Sean A. Sullivan, the Vice-President and General Manager of Washington Trotting Association, Inc., have read the foregoing Answer and New Matter. The statements therein are correct to the best of my personal knowledge or information and belief. I am providing this Verification on behalf of Washington Trotting Association, Inc. in its own right and as a successor by merger to WTA Acquisition Corp.

This statement and verification is made subject to the penalties of 18 Pa. C.S.A. § 4904 relating to unsworn falsification to authorities, which provides that if I make knowingly false statements, I may be subject to criminal penalties.



Sean A. Sullivan
Vice President & General Manager

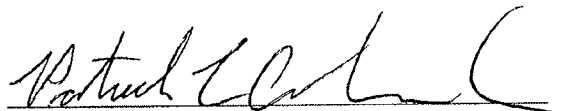
DATED: January 15, 2014

CERTIFICATE OF SERVICE

I hereby certify that on this 15th day of January, 2014, a true and correct copy of Answer and New Matter of Defendants to Plaintiff's Third Amended Complaint was served upon the following counsel of record via e-mail and United States mail, First Class, postage prepaid:

Gregg R. Zegarelli, Esquire
Zegarelli Technology & Entrepreneurial
Ventures Law Group, P.C.
2585 Washington Road
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*Counsel for Plaintiffs,
Janine Litman and
Timothy Mastroianni*


Patrick L. Abramowich

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 TROTting ASSOCIATION,
INC., a Delaware corporation, WTA
ACQUISITION CORP., a Delaware cor-
poration, CANNERY CASINO RESORTS,
LLC, CANNERY CASINO RESORTS and
WASHINGTON TROTting 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

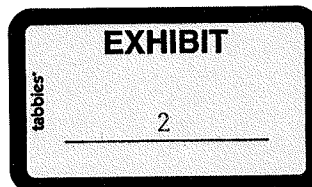
REPLY TO NEW MATTER

On behalf of Plaintiffs

Counsel of Record for this Party:

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

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

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

CASE NO: 2012-8149

Plaintiffs,

v.

CANNERY CASINO RESORTS, LLC, a Ne-
vada limited liability company,
WASHINGTON TROTting ASSOCIATION,
INC., a Delaware corporation, WTA
ACQUISITION CORP., a Delaware cor-
poration, CANNERY CASINO RESORTS,
LLC, CANNERY CASINO RESORTS and
WASHINGTON TROTting 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.

REPLY TO NEW MATTER

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,

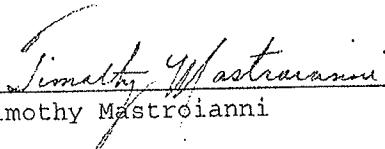
~~TEV LAW GROUP, PC~~

By: /Gregg Zegarelli/
Gregg R. Zegarelli

Z E G A R E L L I
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VERIFICATION

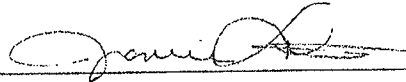
I, Timothy Mastroianni, verify that the facts set forth in the attached document are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities.



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.

A handwritten signature in cursive script, appearing to read "Janine Litman", is written over a horizontal line.

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:

2/3, 2014

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

~~GREGG R. ZEGARELLI, Esq./
Gregg R. Zegarelli, Esq.
PA I.D. #52717~~


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412.833.0600

CERTIFICATE OF SERVICE

I hereby certify that on this 10th day of February, 2014, a true and correct copy of Defendants' Preliminary Objections to Plaintiffs' Reply to New matter was served upon the following counsel of record via e-mail and United States mail, First Class, postage prepaid:

Gregg R. Zegarelli, Esquire
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Summerfield Commons Office Park
Pittsburgh, PA 15241
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*Counsel for Plaintiffs,
Janine Litman and
Timothy Mastroianni*


Patrick L. Abramowich