

CLYMER, MUSSER, BROWN & CONRAD, P.C.

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Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF LANCASTER COUNTY,
PENNSYLVANIA
CIVIL ACTION – LAW AND EQUITY

GEORGIA FRY)
1981 Prospect Road)
Washington Boro, PA;)
)
Plaintiff,)
)
v.)
)
MARVIN D. SLAYMAKER)
146 Penn Street)
Washington Boro, PA)
)
MARJORIE L. SLAYMAKER)
146 Penn Street)
Washington Boro, PA)
)
Defendants.)

Civil Action No:

JURY TRIAL DEMANDED

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Pleading and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Pleading or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Lawyer Referral Service
Lancaster County Bar Association
28 East Orange Street
Lancaster, PA 17602
(717) 393-0737

A V I S O

USTED HA SIDO DEMANDADO/A EN CORTE. Si usted desea defenderse de las demandas que se presentan más adelante en las siguientes páginas, debe tomar acción dentro de los próximos veinte (20) días después de la notificación de esta Demanda y Aviso radicando personalmente o por medio de un abogado una comparecencia escrita y radicando en la Corte por escrito sus defensas de, y objeciones a, las demandas presentadas aquí en contra suya. Se le advierte de que si usted falla de tomar acción como se describe anteriormente, el caso puede proceder sin usted y un fallo por cualquier suma de dinero reclamada en la demanda o cualquier otra reclamación o remedio solicitado por el demandante puede ser dictado en contra suya por la Corte sin más aviso adicional. Usted puede perder dinero o propiedad u otros derechos importantes para usted.

USTED DEBE LLEVAR ESTE DOCUMENTO A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE UN ABOGADO, LLAME O VAYA A LA SIGUIENTE OFICINA. ESTA OFICINA PUEDE PROVEERLE INFORMACION A CERCA DE COMO CONSEGUIR UN ABOGADO.

SI USTED NO PUEDE PAGAR POR LOS SERVICIOS DE UN ABOGADO, ES POSIBLE QUE ESTA OFICINA LE PUEDA PROVEER INFORMACION SOBRE AGENCIAS QUE OFREZCAN SERVICIOS LEGALES SIN CARGO O BAJO COSTO A PERSONAS QUE CUALIFICAN.

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JURISDICTION

1. Venue is proper under Pa. R. Civ. P. 1006 as a substantial part of the transactions and occurrences giving rise to this case occurred within Lancaster County.

PARTIES

Plaintiff

2. Georgia Fry (“Mrs. Fry”) is a single lady who has lived her entire life on her family’s 87-acre farm located at 1981 Prospect Road, Washington Boro, Lancaster County Pennsylvania.

Defendants

3. Defendant Marvin D. Slaymaker (“Slaymaker”) is a competent adult whose address is 146 Penn Street, Washington Boro, Lancaster County, Pennsylvania. He is Georgia Fry’s neighbor.
4. Defendant Marjorie L. Slaymaker is a competent adult whose address is 146 Penn Street, Washington Boro, Lancaster County, Pennsylvania. She is Georgia Fry’s neighbor.

FACTUAL ALLEGATIONS

5. Mrs. Fry has worked her farm her entire life raising hogs and tobacco. The farm has been in her family for more than 60 years and holds great meaning for her.

6. In 2003, the price of feed for hogs rose significantly and the value of the hogs and the value of her crops fell precipitously. Mrs. Fry began to fall behind on her bills and was forced to declare bankruptcy under Chapter 12 of the United States Bankruptcy Code.
7. On January 12, 2005, Mrs. Fry voluntarily dismissed her bankruptcy action and continued to make payments to her creditors.
8. Mrs. Fry's financial difficulties became known in her close-knit community.
9. In early January of 2005, Defendant Slaymaker, a member of Blue Rock Mennonite Church, approached Mrs. Fry about her farm. Slaymaker knew of Ms. Fry's love for her family farm and the back-breaking work she had been doing in an attempt to keep the farm and not sell it. Slaymaker told Mrs. Fry, "I don't think you should sell the farm. I want to help you save it."
10. Because of Slaymaker's association with the plain Mennonite church, Mrs. Fry trusted the representations of Slaymaker and thanked him for his concern. Slaymaker proposed that he purchase Mrs. Fry's farm for \$600,000 and that he would lease back the farm to her and she would have the right to purchase the farm back from him for five years. Mrs. Fry signed an agreement of sale dated January 15, 2005. (See Exhibit 1 attached hereto).

11. Mrs. Fry informed Slaymaker that she would consider the proposal and that if the hog prices did not recover, she would likely need to sell the farm but wanted to do everything she could to keep the farm as it had been in her family for such a long time.
12. Slaymaker went to Attorney John Markel of Nikolaus & Hohenadel, LLP in Columbia. Attorney Markel prepared a lease agreement and HUD-1 which included the following terms, among others:
 - a. Mrs. Fry's farm was deeded to defendants;
 - b. Mrs. Fry paid defendant's attorneys' fees and their title insurance amounting to \$6,383.75;
 - c. Mrs. Fry paid the transfer fees of \$12,000;
 - d. Mrs. Fry paid all taxes and a "tobacco loan" of over \$9,500;
 - e. Mrs. Fry would have 5 years to purchase the property for \$750,000; and,
 - f. Mrs. Fry would pay rent to defendants of over \$5,100 per month.(The Lease Agreement and HUD-1 are attached hereto as Exhibits 2 and 3).
13. When Mrs. Fry's neighbors saw in the newspapers that she had transferred her farm to defendants for \$600,000 they were incredulous and asked Mrs. Fry if it was true. She responded to them that she was still able to purchase her farm back and had not permanently transferred it to defendants.

14. Still thinking that defendants had taken advantage of Mrs. Fry, neighbors approached Slaymaker to ask why he did what he did. Slaymaker informed the neighbors that he was just trying to help and did not want Mrs. Fry's farm.
15. Defendants did not interfere with Mrs. Fry working her farm as if she still owned it.
16. Though working night and day, Mrs. Fry struggled to make her \$5,100 per month payment to defendants. In order to try to come up with money to pay defendants she stopped buying heating oil, did not go anywhere, had no hot water because her furnace heated the water and was unable to purchase basic life necessities. Still she fell behind.
17. Defendants knew when they entered into the July 26, 2005, agreement that it would be impossible for Mrs. Fry to make payment to them.
18. On July 26, 2005, defendants also signed an open end mortgage secured by their new purchase of Mrs. Fry's farm in the amount of \$600,000. (See Exhibit 4 attached hereto).
19. On May 31, 2007, Slaymaker showed up at Mrs. Fry's farm at 8:00 in the morning. She was still in the barn caring for her hog operation when she saw him. Slaymaker told Mrs. Fry that she wanted to talk with her so they sat at a picnic table outside Mrs. Fry's door.

20. Slaymaker told Mrs. Fry that he wanted to do her a favor and reduce the monthly payment to \$4,500 per month instead of the \$5,100 per month she had been paying. Mrs. Fry relied on Slaymaker's representation that he was "doing her a favor," that he was a member of a plain Mennonite church, and held himself out as a religious man. Because of these representations, she was happy to have her monthly rent lowered.
21. Slaymaker then asked Mrs. Fry if she would go with him to his attorney immediately to sign paperwork lowering her monthly rent. Mrs. Fry agreed and went into her home to clean up. Then they immediately left for the attorney's office.
22. Slaymaker then drove Mrs. Fry in his van to Attorney Michael Grab of the law firm of Nikolaus & Hohenadel, LLP in Columbia. Upon arriving at Attorney Grab's office, Slaymaker and Mrs. Fry were seen immediately. Attorney Grab handed her a document entitled "Lease Agreement" consisting of nine single spaced type-written pages. A true and correct copy of this agreement is attached hereto as Exhibit 5. (Also referred to throughout this complaint as the "2007 agreement.")
23. The first page of "Lease Agreement" contained the "condensed terms" of the agreement and reflected what Slaymaker had told Mrs. Fry: her rent was decreased to "only" \$4,500 per month.

24. Mrs. Fry was directed to sign the Agreement which she did. The entire meeting with the attorney lasted less than 10 minutes and Slaymaker drove Mrs. Fry back home.
25. Neither Attorney Grab nor Slaymaker informed Mrs. Fry that hidden in the lease was a provision that she was giving up the right to purchase her farm provided to her in the 2005 agreement.
26. Mrs. Fry continued to operate her farm as the owner, renting some land out for crops to Star Rock Farms.
27. In addition to having succeeded in taking her farm, and despite having no right to seek a security interest, defendants then filed a UCC Financing Statement, through Attorney Grab, declaring an interest in all of Mrs. Fry's "equipment, fixtures, accounts, inventory, instruments, documents, contract rights, chattel paper, general intangibles but not limited to corps, now or hereafter owned by [Mrs. Fry] or in which [Mrs. Fry] now or hereafter may have rights." (See Exhibit 6 attached hereto.)
28. Unfortunately, agriculture prices for Mrs. Fry's hogs and tobacco did not improve and she continued to have difficulty making her monthly payments. With the counsel of her family, she finally concluded that she would not be able to save the farm despite her years of hard work.
29. In or around April 1, 2009, Mrs. Fry spoke with a neighbor about her decision to sell the farm. Her neighbor told her of someone who may be

interested and asked what price she was seeking per acre. Mrs. Fry explained that she sought \$17,000 per acre.

30. A buyer agreed to pay Mrs. Fry \$16,000 per acre for a total sale price of \$1,392,000, and she accepted. Mrs. Fry and the buyer contacted defendants and told Slaymaker that she was selling the farm and planned to pay him off. Slaymaker informed Mrs. Fry that she did not own the farm but he owned the farm. Mrs. Fry was astonished and asked how this could be. Slaymaker told her she had given up her rights to the farm in 2007 when her monthly payment was modified.
31. Mrs. Fry and another neighbor, Douglas Funk, immediately demanded to speak with Attorney Grab to ask him to explain how Slaymaker came into possession of her farm. At this meeting, Slaymaker offered Mrs. Fry \$15,000 to just leave the property.
32. Mrs. Fry, while upset, also called Attorney Markel at his home when Slaymaker began saying he owned the farm asked Attorney Markel how this happened. Attorney Markel explained he did not think it would be a problem as Slaymaker did not want the farm.
33. Utterly contrary to Attorney Markel's assurance, defendants secured a second open end mortgage on Mrs. Fry's farm on June 3, 2009, in the amount of \$200,000, a true and correct copy of which is attached hereto as Exhibit 7.

34. On November 12, 2009, Defendants secured a third open end mortgage on Mrs. Fry's farm in the amount of \$150,000, a true and correct copy of which is attached hereto as Exhibit 8.
35. Had Mrs. Fry been able to sell her farm in or around May 2009, she would have received interest on the proceeds of the sale and her land would not have been further encumbered by the \$350,000 open end mortgages defendants have secured.
36. To add complete insult to the injury sustained by Mrs. Fry, on April 20, 2010, defendants, through Attorney Grab, notified Mrs. Fry that she was in default of her lease and ordered her off her property in five days.
37. The conduct of defendants is outrageous and was done in a reckless and deliberate manner intending to harm Mrs. Fry and take property from her by deception.

COUNT I
Declaratory Judgment

38. The preceding paragraphs are incorporated by reference as if fully restated herein.
39. All of Slaymaker's statements of intention made at the time of contracting for the 2007 agreement did not represent his true state of mind and were fraudulent misrepresentations of his true intention in seeking the 2007 agreement, to wit, to get complete ownership of Mrs. Fry's farm.

40. Slaymaker's assertion that he was doing Mrs. Fry "a favor" in signing a new lease was an assertion not in accordance with the facts and was false.
41. All Slaymaker's statements related to the 2007 agreement were known misrepresentation of his intention, state of mind, and a direct misrepresentation of an existing fact contained in the 2007 agreement.
42. Mrs. Fry relied, to her serious detriment, on the representation made by Slaymaker and Attorney Grab that the new lease merely lowered her monthly payments as described in the "condensed" section of the lease.

WHEREFORE, Georgia Fry respectfully requests that this Court:

- A. Declare that the 2007 agreement is void;
- B. Enter judgment in favor of plaintiff in an amount in excess of the arbitration limits of this court;
- D. Award plaintiff reasonable attorney fees, the costs of suit, and punitive damages; and,
- E. Grant such other relief as the Court deems necessary and proper.

COUNT II
Fraud and Misrepresentation

43. The preceding paragraphs are incorporated by reference as if fully restated herein.
44. At all times material hereto, defendants intended to deceive and defraud plaintiff out of the value of her farm by falsely and fraudulently

representing that the 2007 agreement was solely designed to lower her monthly payments.

45. Plaintiff justifiably relied upon defendants' representations which were intended to induce, and did induce, plaintiff to give defendants possession and ownership of her farm.
46. Defendants knew that the 2007 agreement completely destroyed plaintiff's ownership interest in her farm and that she was unaware of that fact.
47. Plaintiff was induced to comply with the 2007 agreement upon defendants' aforesaid misrepresentations that the 2007 agreement solely lowered her monthly payment.
48. Plaintiff did not know, nor did she have reasonable cause to know, that the 2007 agreement destroyed her rights to her farm.
49. As a result of defendants' fraudulent conduct, plaintiff sustained substantial monetary losses including, but not limited to, the loss of the \$1,392,000 sales price of her farm and interest.

WHEREFORE, Georgia Fry respectfully requests that this Court:

- A. Temporarily and permanently enjoin defendants from receiving any additional loans on Mrs. Fry's farm;
- B. Enter judgment in favor of plaintiff in an amount in excess of the arbitration limits of this court;

- C. Award plaintiff reasonable attorney fees, the costs of suit, and punitive damages; and
- D. Grant such other relief as the Court deems necessary and proper.

COUNT III
Conversion

- 50. Plaintiff hereby realleges all matters set forth in the preceding paragraphs of this Complaint and incorporate them herein.
- 51. Defendants deprived plaintiff of her property.
- 52. Such depravation was without the consent of Mrs. Fry.
- 53. Defendants had no lawful justification for depriving Mrs. Fry of the use and enjoyment of her farm.
- 54. As a direct result of the deprivations of property, Mrs. Fry has suffered damages, including, without limitation, serious permanent emotional and mental anguish, and embarrassment, all to their great detriment, shame and humiliation.

WHEREFORE, Georgia Fry respectfully requests that this Court:

- A. Temporarily and permanently enjoin defendants from receiving any additional loans on Mrs. Fry's farm;
- B. Enter judgment in favor of plaintiff in an amount in excess of the arbitration limits of this court;
- D. Award plaintiff reasonable attorney fees, the costs of suit, and punitive damages; and,

E. Grant such other relief as the Court deems necessary and proper.

COUNT IV
Unjust Enrichment

55. The preceding paragraphs are incorporated by reference as if fully restated herein.
56. Defendants had Mrs. Fry sign paperwork that gave her farm to defendants.
57. Defendants should not benefit from the 2007 agreement because Mrs. Fry did not realize that she was benefitting Defendants in this way.
58. Defendants did not give Mrs. Fry value equivalent to the benefit the Defendants retained.
59. It would be inequitable and unjust for Defendants to retain this benefit.

WHEREFORE, Georgia Fry respectfully requests that this Court:

- A. Temporarily and permanently enjoin defendants from receiving any additional loans on Mrs. Fry's farm;
- B. Enter judgment in favor of plaintiff in an amount in excess of the arbitration limits of this court;
- D. Award plaintiff reasonable attorney fees, the costs of suit, and punitive damages; and,

E. Grant such other relief as the Court deems necessary and proper.

Respectfully submitted,

CLYMER, MUSSER, BROWN & CONRAD, P.C.

By: _____

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Dated:

VERIFICATION

I, Georgia Fry, do verify that I am familiar with the facts contained in the above Complaint and that the said facts and statements made therein are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

Dated:

Georgia Fry