

HAINES & ASSOCIATES

By: Andrew A. Chirls  
Lauren A. Cates

1835 Market Street

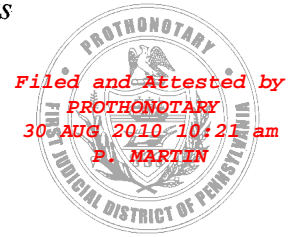
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Philadelphia, PA 19103

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Attorney I.D. Nos. 35422; 200620

*Attorneys for Plaintiffs*



**PENNSYLVANIA COURT OF COMMON PLEAS  
PHILADELPHIA COUNTY**

P'TARI LLC  
2101 Market Street, Unit 3603  
Philadelphia, PA 19103

JUNE TERM, 2010

No. 001730

RUSS BERENSTEIN  
2101 Market Street, Unit 2202  
Philadelphia, PA 19103

JEFFREY BOYLE  
535 Bullock Avenue  
Conshohocken, PA 19428

**JURY TRIAL DEMANDED**

MATTHEW BRAUNBECK  
2101 Market Street, Unit 2704  
Philadelphia, PA 19103

LARRY and KIMBERLY  
BRAUNSTEIN, h/w  
14 Pine Street  
Mountain Top, PA 18707

DAVID E. BRINSON  
2101 Market Street, Unit 905  
Philadelphia, PA 19103

PAUL A. BURKE, trustee for the Paul A.  
Burke trust  
2101 Market Street, Unit 2706  
Philadelphia, PA 19103

DAVID P. and SUSAN E. CARTER, h/w  
2101 Market Street, Unit 1503  
Philadelphia, PA 19103



DIANE A. HEDRICH :  
2101 Market Street, Unit 1404 :  
Philadelphia, PA 19103 :  
:  
JOHNNY J. IM :  
2101 Market Street, Unit 2903 :  
Philadelphia, PA 19103 :  
:  
MIAN A. and AMBEREEN M. JAN, h/w :  
29 Memel Drive :  
Thornton, PA 19373 :  
:  
MICHEL C. and JOAN D. JERUCHIM, h/w: :  
88 Birch Lane :  
Paoli, PA 19301 :  
:  
RICHARD J. and JUDITH KOEHLER, h/w :  
295 Greenwich Street, Apt. 9H :  
New York, NY 10007 :  
:  
KONSTANTIN and LUCY :  
KOROSTIN, h/w :  
2101 Market Street, Unit 703 :  
Philadelphia, PA 19103 :  
:  
SAMUEL and JOYCE KRAIN, h/w :  
2101 Market Street, Unit 1903 :  
Philadelphia, PA 19103 :  
:  
HYOKJIN KWAK :  
2101 Market Street, Unit 1504 :  
Philadelphia, PA 19103 :  
:  
PAUL LAZAR :  
5 Rockcress Way :  
Mount Laurel, NJ 08054 :  
and :  
DANA LAZAR :  
2101 Market Street, Unit 2608 :  
Philadelphia, PA 19103 :  
:  
STREN R. LEA :  
39 E. 29th Street, Apt. 21A :  
New York, NY 10016 :  
:  
:

LESLIE G. LENOX  
2101 Market Street, Unit 1103  
Philadelphia, PA 19103

ROBERT A. and DIANA M.  
LIMBACHER, h/w  
2101 Market Street, Unit 3401  
Philadelphia, PA 19103

JEROME MARKS and SUSAN MOONEY  
MARKS, h/w  
232 Cambridge Avenue  
Linwood, NJ 08221

LOWELL D. MEYERSON  
2101 Market Street, Unit 2103  
Philadelphia, PA 19103

HUGO E. and SAMANTHA A.  
MOLINA, h/w  
736 Park Avenue  
Hoboken, NJ 07030

ROBERT Y. and NAIDA O.  
MOSENKIS, h/w  
2101 Market Street, Unit 1602  
Philadelphia, PA 19103

JOYCE V. NEWMAN  
2101 Market Street, Unit 1801  
Philadelphia, PA 19103

JAMES J. REED  
2101 Market Street, Unit 2205  
Philadelphia, PA 19103

ADRIAN V. RODRIGO  
2101 Market Street, Unit 704  
Philadelphia, PA 19103

WAYNE W. and KAREN G.  
ROSENBERGER, h/w  
2101 Market Street, Unit 3102  
Philadelphia, PA 19103

NANCY L. SAPANARA  
2101 Market Street, Unit 804  
Philadelphia, PA 19103

YURI and LUCY SCHNEIBERG, h/w  
10 Jodi Court  
Cherry Hill, NJ 08003

EUGENE A. and BONNIE L.  
SCHWARTZ, h/w  
2101 Market Street, Unit 2803  
Philadelphia, PA 19103

OTHMAN AL SERRI  
2101 Market Street, Unit 2005  
Philadelphia, PA 19103

MOHAMMED A. SHAHID and  
WAHEEDA F. ALI, h/w  
31 Beech Tree Drive  
Glen Mills, PA 19342

JOSEPH-BERNARD SNYDER and  
LAWRENCE M. GORAL  
2101 Market Street, Unit 1101  
Philadelphia, PA 19103

MICHAEL B. STIERSTORFER  
2101 Market Street, Unit 2802  
Philadelphia, PA 19103

MICHELLE L. SUPPLICK  
2101 Market Street, Unit 901  
Philadelphia, PA 19103

GEORGE THOMAS  
2101 Market Street, Unit 2403  
Philadelphia, PA 19103

ANTHONY J. TOKARCHYK and  
SONYA M. TOKARCHYK  
2101 Market Street, Unit 406  
Philadelphia, PA 19103

ALBERT HWA-WEI TSAI  
f/k/a HWA WEI ALBERT TSAI  
2101 Market Street, Unit 1507  
Philadelphia, PA 19103

SHEILA R. WILLARD  
2101 Market Street, Unit 1706  
Philadelphia, PA 19103

and

JACOB M. YAEGER  
2101 Market Street, Unit 2506  
Philadelphia, PA 19103,

*Plaintiffs,*

v.

TPG/P&A 2101 MARKET, L.P.,  
a Pennsylvania limited partnership  
1321 Intrepid Avenue  
Philadelphia, PA 19112

TPG/P&A 2101 MARKET, L.L.C.,  
a Pennsylvania limited liability company  
1321 Intrepid Avenue  
Philadelphia, PA 19112

THOMAS PROPERTIES GROUP, INC.,  
a Delaware corporation  
515 South Flower Street, Sixth Floor  
Los Angeles, CA 90071

P&A ASSOCIATES,  
a general partnership  
Commandant's Building  
Philadelphia Naval Business Center  
4900 South Broad Street  
Suite 200  
Philadelphia, PA 19112

ALAN EDWARD CASNOFF  
200 West Washington Square  
Philadelphia, PA 19106

PETER L. SHAW  
4900 South Broad Street, Building 6  
Suite 200  
Philadelphia, PA 19112

ASHER R. KAHN  
2101 Market Street, Unit 3303-04  
Philadelphia, PA 19103

ASHER KAHN REALTY  
2101 Market Street, Unit 3303-04  
Philadelphia, PA 19103

MEGAN ELIZABETH ORNDORF  
ROSENBERG, a/k/a MEGAN  
ELIZABETH ROSENBERG, f/k/a  
MEGAN ELIZABETH ORNDORF  
910 New Market Street  
Philadelphia, PA 19123

KAREN RAGAN  
2101 Market Street, Unit 3303-04  
Philadelphia, PA 19103

TIMOTHY P. RIZZO  
2101 Market Street, Unit 3303-04  
Philadelphia, Pa 19103

CITI HABITATS MARKETING GROUP,  
LLC, a New York limited liability company  
200 West Washington Square  
Philadelphia, PA 19106

NRT NEW YORK, INC.,  
a Delaware corporation  
1 Campus Drive  
Parsippany, NJ 07054

NRT NEW YORK, LLC,  
a Delaware limited liability company  
1 Campus Drive  
Parsippany, NJ 07054

STONEHENGE ADVISORS, INC.,  
a Pennsylvania corporation  
1321 Intrepid Avenue  
Building M7, Suite 400  
Philadelphia, PA 19112

STONEHENGE-MURANO, INC.,  
a Pennsylvania corporation  
4900 South Broad Street, Building 6  
Philadelphia, PA 19112

and

SEARCHTEC ABSTRACT, INC.,  
a Pennsylvania corporation  
211 North 13th Street, Suite 100  
Philadelphia, PA 19107,

*Defendants.*

**COMPLAINT**

**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 complaint 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 complaint 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 or cannot afford one, go to or telephone the office set forth below to find out where you can get legal help.*

Philadelphia Bar Association  
Lawyer Referral and Information Service  
One Reading Center  
Philadelphia, Pennsylvania 19107  
(215) 238-6333  
TTY (215) 451-6197

**AVISO**

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta ascntar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

*Lleve esta demanda a un abogado inmediatamente. Si no tiene abogado o si no tiene el dinero suficiente de pagar tal servicio. Vaya en persona o llame por telefono a la oficina cuya direccion se encuentra escrita abajo para averiguar donde se puede conseguir asistencia legal.*

Asociacion De Licenciados De Filadelfia  
Servicio De Referencia E  
Informacion Legal  
One Reading Center  
Filadelfia, Pennsylvania 19107

## **I. PARTIES**

### **A. PLAINTIFFS**

1. Plaintiffs identified in paragraphs 1.1 through 1.51 purchased units in the Murano Condominium at 2101 Market Street, Philadelphia, PA. They purchased the units, along with corresponding undivided interests in the Murano's common areas, licenses to storage spaces, and in some cases licenses to parking spaces from defendant TPG/P&A 2101 Market, L.P. pursuant to agreements of sale made with defendant NRT New York, Inc., doing business as Citi Habitats Marketing Group, as agent for defendant TPG/P&A 2101 Market, L.P., on various dates from November 26, 2005 through May 5, 2009, and consummated by transfers of title occurring on various dates between June 18, 2008 and May 29, 2009.

1.1. Plaintiff P'Tari LLC is a limited liability company formed and existing under the laws of the Commonwealth of Pennsylvania with a registered address at 2225 Spring Garden Street, Philadelphia, PA, and owning property at 2101 Market Street, Unit 3603, Philadelphia, PA 19103. Ari Barkan entered into an Agreement of Sale for the purchase of Murano Unit 3603 on March 10, 2006, which he later assigned to P'Tari LLC, and P'Tari LLC closed on the unit September 15, 2008.

1.2. Plaintiff Russ Berenstein is an adult individual residing at 2101 Market Street, Unit 2202, Philadelphia, PA 19103. Mr. Berenstein entered into an Agreement of Sale on or around December 11, 2005 and an Amendment to Agreement of Sale on June 7, 2008 for the purchase of Murano Unit 2202, and closed on the unit August 21, 2008.

1.3. Plaintiff Jeffrey Boyle is an adult individual residing at 535 Bullock Avenue, Conshohocken, PA 19428. Mr. Boyle entered into an Agreement of Sale on or around

November 27, 2005 for the purchase of Murano Unit 2201, and closed on the unit September 22, 2008.

1.4. Plaintiff Matthew Braunbeck is an adult individual residing at 2101 Market Street, Unit 2704, Philadelphia, PA 19103. Mr. Braunbeck entered into an Agreement of Sale on or around June 12, 2007 for the purchase of Murano Unit 2704, and closed on the unit July 31, 2008.

1.5. Plaintiffs Larry and Kimberly Braunstein, husband and wife, reside at 14 Pine Street, Mountain Top, PA 18707. Mr. and Ms. Braunstein entered into an Agreement of Sale on September 24, 2007 for the purchase of Murano Unit 1703, and closed on the unit July 31, 2008.

1.6. Plaintiff David E. Brinson is an adult individual residing at 2101 Market Street, Unit 905, Philadelphia, PA 19103. Mr. Brinson entered into an Agreement of Sale on February 17, 2006 and an Addendum to Agreement of Sale on June 15, 2006 for the purchase of Murano Unit 905, and closed on the unit on or about July 16, 2008.

1.7. Plaintiff Paul A. Burke, Trustee for the Paul A. Burke Trust, is an adult individual residing at 2101 Market Street, Unit 2706, Philadelphia, PA 19103. Mr. Burke entered into an Agreement of Sale on May 31, 2008 and an Addendum to Agreement of Sale on May 31, 2008 for the purchase of Murano Unit 2706, and closed, as Trustee, on the unit on September 12, 2008.

1.8. Plaintiffs David P. and Susan E. Carter, husband and wife, reside at 2101 Market Street, Unit 1503, Philadelphia, PA 19103. Mr. and Ms. Carter entered into an Agreement of Sale on May 22, 2006 and an Addendum to Agreement of Sale on or around May 30, 2006 for the purchase of Murano Unit 1503, and closed on the unit June 27, 2008.

1.9. Plaintiff Kathleen Chase is an adult individual residing at 2101 Market Street, Unit 1105, Philadelphia, PA 19103. Ms. Chase entered into an Agreement of Sale on January 31, 2006 for the purchase of Murano Unit 1105, and closed on the unit June 24, 2008.

1.10. Plaintiff Glenna M. Crooks is an adult individual residing at 220 West Rittenhouse Square, Unit 7A, Philadelphia, PA 19103. Ms. Crooks entered into an Agreement of Sale on August 21, 2008 for the purchase of Murano Unit 3706, and closed on the unit September 22, 2008.

1.11. Plaintiff Jason D. Dills is an adult individual residing at 2101 Market Street, Unit 1001, Philadelphia, PA 19103. Mr. Dills entered into an Agreement of Sale on June 1, 2007 for the purchase of Murano Unit 1001, and closed on the unit June 16, 2009.

1.12. Plaintiffs Bernard and Irene Eizen, husband and wife, reside at 2101 Market Street, Unit 1803, Philadelphia, PA 19103. Mr. and Ms. Eizen entered into an Agreement of Sale on March 20, 2006 for the purchase of Murano Units 1803 and 1804 and an Amendment to Agreement of Sale on June 30, 2007 for the purchase of Unit 1805, and closed on the units July 10, 2008.

1.13. Plaintiffs Karl and Styliani Engel, husband and wife, reside at 208 E. 26th Street, Long Beach Township, NJ 08008. Mr. and Ms. Engel entered into an Agreement of Sale on January 5, 2006 and an Addendum to Agreement of Sale on January 5, 2006 for the purchase of Murano Unit 2003, and closed on the unit August 11, 2008.

1.14. Plaintiffs David H. and Kathleen English, husband and wife, reside at 2101 Market Street, Unit 701, Philadelphia, PA 19103. Mr. and Ms. English entered into an Agreement of Sale on April 28, 2007 for the purchase of Murano Unit 701, and closed on the unit June 18, 2008.

1.15. Plaintiffs Dietrich Franczuszki and Evelyn Klein-Franczuszki, husband and wife, reside at 24 Old Farm Lane, Malvern, PA 19355. Mr. and Ms. Franczuszki entered into an Agreement of Sale on January 22, 2006 for the purchase of Murano Unit 1702, and closed on the unit July 23, 2008.

1.16. Plaintiffs Paul F. X. Gallagher and Maureen Rowan are adult individuals residing at 2101 Market Street, Unit 907, Philadelphia, PA 19103. Mr. Gallagher and Ms. Rowan entered into an Agreement of Sale on August 15, 2008 for the purchase of Murano Unit 907, and closed on the unit August 29, 2008.

1.17. Plaintiffs Anubhav and Bijal A. Gogna, husband and wife, reside at 150 Penns Grant Drive, Yardley, PA 19067. Mr. and Ms. Gogna entered into an Agreement of Sale in or about February 2006 for the purchase of Murano Unit 1608, and closed on the unit July 17, 2008.

1.18. Plaintiffs Gregory D. Hanscom and Laura M. Hemm are adult individuals residing at 2101 Market Street, Unit 1501, Philadelphia, PA 19103. Mr. Hanscom and Ms. Hemm entered into an Agreement of Sale on February 11, 2007 for the purchase of Murano Unit 1501, and closed on the unit July 21, 2008.

1.19. Plaintiff Diane A. Hedrich is an adult individual residing at 2101 Market Street, Unit 1404, Philadelphia, PA 19103. Ms. Hedrich entered into an Agreement of Sale on November 8, 2006, an Addendum to Agreement of Sale on or around November 30, 2006, and an Amendment to Agreement of Sale on August 15, 2007 for the purchase of Murano Unit 1404, and closed on the unit July 15, 2008.

1.20. Plaintiff Johnny J. Im is an adult individual residing at 2101 Market Street, Unit 2903, Philadelphia, PA 19103. Mr. Im entered into an agreement of sale in or around October 2007 for the purchase of Murano Unit 2903, and closed on the unit August 21, 2008.

1.21. Plaintiffs Mian A. and Ambereen M. Jan, husband and wife, reside at 29 Memel Drive, Thornton, PA 19373. Dr. and Ms. Jan entered into an Agreement of Sale for the purchase of Murano Unit 3902, and closed on the unit October 9, 2008.

1.22. Plaintiffs Michel C. and Joan D. Jeruchim, husband and wife, reside at 88 Birch Lane, Paoli, PA 19301. Mr. and Ms. Jeruchim entered into an Agreement of Sale on July 14, 2008 and an Addendum to Agreement of Sale on July 14, 2008 for the purchase of Murano Unit 1506, and closed on the unit October 20, 2008.

1.23. Plaintiffs Richard J. and Judith Koehler, husband and wife, reside at 295 Greenwich Street, Apartment 9H, New York, NY 10007. Mr. and Ms. Koehler entered into an Agreement of Sale on February 26, 2007 and an Addendum to Agreement of Sale on June 12, 2008 for the purchase of Murano Unit 3901, and closed on the unit on or around December 17, 2008.

1.24. Plaintiffs Konstantin and Lucy Korostin, husband and wife, reside at 2101 Market Street, Unit 703, Philadelphia, PA 19103. Mr. and Ms. Korostin entered into an Agreement of Sale on April 28, 2007 for the purchase of Murano Unit 703, and closed on the unit June 25, 2008.

1.25. Plaintiffs Samuel and Joyce Krain, husband and wife, reside at 2101 Market Street, Unit 1903, Philadelphia, PA 19103. Dr. and Ms. Krain entered into an Agreement of Sale on or around February 21, 2006 and an Amendment to Agreement of Sale on or around August 14, 2008 for the purchase of Murano Units 1903 and 1904, and closed on the units August 15, 2008.

1.26. Plaintiff Hyokjin Kwak is an adult individual residing at 2101 Market Street, Unit 1504, Philadelphia, PA 19103. Mr. Kwak entered into an Agreement of Sale on May 19, 2007 for the purchase of Murano Unit 1504, and closed on the unit August 29, 2008.

1.27. Plaintiff Paul Lazar is an adult individual residing at 5 Rockcress Way, Mount Laurel, NJ 08054 and plaintiff Dana Lazar is an adult individual residing at 2101 Market Street, Unit 2608, Philadelphia, PA 19103. Mr. Lazar and Ms. Lazar entered into an Agreement of Sale on May 9, 2007 for the purchase of Murano Unit 2608, and closed on the unit July 25, 2008.

1.28. Plaintiff Stren R. Lea is an adult individual residing at 329 E. 29th Street, Apartment 21A, New York, NY 10016. Mr. Lea entered into an Agreement of Sale for the purchase of Murano Unit 2703, and closed on the unit August 1, 2008.

1.29. Plaintiff Leslie G. Lenox is an adult individual residing at 2101 Market Street, Unit 1103, Philadelphia, PA 19103. Ms. Lenox entered into an Agreement of Sale on February 26, 2006 for the purchase of Murano Unit 1103, and closed on the unit July 16, 2008.

1.30. Plaintiffs Robert A. and Diana M. Limbacher, husband and wife, reside at 2101 Market Street, Unit 3401, Philadelphia, PA 19103. Mr. Limbacher entered into an Agreement of Sale on May 26, 2006, and an Addendum to Agreement of Sale on or around June 16, 2006. Mr. and Ms. Limbacher entered into an Amendment to Agreement of Sale on September 26, 2008 for the purchase of Murano Unit 3401, and closed on the unit September 26, 2008.

1.31. Plaintiffs Jerome Marks and Susan Mooney Marks, husband and wife, reside at 232 Cambridge Avenue, Linwood, NJ 08221. Mr. and Ms. Marks entered into an Agreement of Sale for the purchase of Murano Unit 1901 in 2007, and closed on the unit on or about July 30, 2008.

1.32. Plaintiff Lowell D. Meyerson is an adult individual residing at 2101 Market Street, Unit 2103, Philadelphia, PA 19103. Dr. Meyerson entered into an Agreement of Sale on April 25, 2007 and an Addendum to Agreement of Sale on or around April 25, 2007 for the purchase of Murano Units 2103 and 2104, and closed on the units September 10, 2008.

1.33. Plaintiffs Hugo E. and Samantha A. Molina, husband and wife, reside at 736 Park Avenue, Hoboken, NJ 07030. Mr. and Ms. Molina entered into an Agreement of Sale on January 28, 2006 and an Amendment to Agreement of Sale on March 14, 2008 for the purchase of Murano Unit 1902, and closed on the unit August 28, 2008.

1.34. Plaintiffs Robert Y. and Naida O. Mosenkis, husband and wife, reside at 2101 Market Street, Unit 1602, Philadelphia, PA 19103. Mr. and Ms. Mosenkis entered into an Agreement of Sale on January 12, 2006 for the purchase of Murano Unit 1602, and closed on the unit July 1, 2008.

1.35. Plaintiff Joyce V. Newman is an adult individual residing at 2101 Market Street, Unit 1801, Philadelphia, PA 19103. Ms. Newman entered into an Agreement of Sale on September 29, 2006 for the purchase of Murano Unit 1801, and closed on the unit July 14, 2008.

1.36. Plaintiff James J. Reed is an adult individual residing at 2101 Market Street, Unit 2205, Philadelphia, PA 19103. Mr. Reed entered into an Agreement of Sale on July 15, 2007 for the purchase of Murano Unit 2205, and closed on the unit July 29, 2008.

1.37. Plaintiff Adrian V. Rodrigo is an adult individual residing at 2101 Market Street, Unit 704, Philadelphia, PA 19103. Mr. Rodrigo entered into an Agreement of Sale on May 18, 2008 for the purchase of Murano Unit 704, and closed on the unit July 29, 2008.

1.38. Plaintiffs Wayne W. and Karen G. Rosenberger, husband and wife, reside at 2101 Market Street, Unit 3102, Philadelphia, PA 19103. Mr. and Ms. Rosenberger entered into an

Agreement of Sale on December 30, 2005 for the purchase of Murano Unit 3102, and closed on the unit August 8, 2008.

1.39. Plaintiff Nancy L. Sapanara is an adult individual residing at 2101 Market Street, Unit 804, Philadelphia, PA 19103. Ms. Sapanara entered into an Agreement of Sale on March 12, 2007 for the purchase of Murano Unit 804, and closed on the unit August 25, 2008.

1.40. Plaintiffs Yuri and Lucy Schneiberg, husband and wife, reside at 10 Jodi Court, Cherry Hill, NJ 08003. Mr. and Ms. Schneiberg entered into an Agreement of Sale on April 28, 2006 for the purchase of Murano Unit 207, and closed on the unit in or around July 2008.

1.41. Plaintiffs Eugene A. and Bonnie L. Schwartz, husband and wife, reside at 2101 Market Street, Unit 2803, Philadelphia, PA 19103. Mr. and Ms. Schwartz entered into an Agreement of Sale on or around November 26, 2006 for the purchase of Murano Unit 2803, and closed on the unit December 2, 2008.

1.42. Plaintiff Othman Al Serri is an adult individual residing at 2101 Market Street, Unit 2005, Philadelphia, PA 19103. Mr. Al Serri entered into an Agreement of Sale on April 11, 2008 for the purchase of Murano Unit 2005, and closed on the unit September 23, 2008.

1.43. Plaintiffs Mohammed A. Shahid and Waheeda F. Ali, husband and wife, reside at 31 Beech Tree Drive, Glen Mills, PA 19342. Mr. Shahid and Dr. Ali entered into an Agreement of Sale in or around April 2006 for the purchase of Murano Unit 1704, and closed on the unit August 22, 2008.

1.44. Plaintiffs Joseph-Bernard Snyder and Lawrence M. Goral are adult individuals residing at 2101 Market Street, Unit 1101, Philadelphia, PA 19103. Mr. Snyder and Mr. Goral entered into an Agreement of Sale on February 14, 2006 for the purchase of Murano Unit 1101, and closed on the unit June 18, 2008.

1.45. Plaintiff Michael B. Stierstorfer is an adult individual residing at 2101 Market Street, Unit 2802, Philadelphia, PA 19103. Dr. Stierstorfer entered into an Agreement of Sale on November 26, 2005 for the purchase of Murano Unit 2802, and closed on the unit August 7, 2008.

1.46. Plaintiff Michelle L. Suplick is an adult individual residing a 2101 Market Street, Unit 901, Philadelphia, PA 19103. Ms. Suplick entered into an Agreement of Sale on February 21, 2008 and an Amendment to Agreement of Sale on June 3, 2008 for the purchase of Murano Unit 901, and closed on the unit June 19, 2008.

1.47. Plaintiff George Thomas is an adult individual residing at 2101 Market Street, Unit 2403, Philadelphia, PA 19103. Mr. Thomas entered into an Agreement of Sale on December 4, 2006 and an Amendment to Agreement of Sale in or about April 2007 for the purchase of Murano Unit 2403, and closed on the unit July 25, 2008.

1.48. Plaintiffs Anthony J. Tokarchyk and Sonya M. Tokarchyk are adult individuals residing at 2101 Market Street, Unit 406, Philadelphia, PA 19103. Mr. Tokarchyk and Ms. Tokarchyk entered into an Agreement of Sale on November 28, 2007 and an Addendum to Agreement of Sale on November 28, 2007 for the purchase of Murano Unit 406, and closed on the unit June 30, 2008.

1.49. Plaintiff Albert Hwa-Wei Tsai, formerly known as Hwa Wei Albert Tsai, is an adult individual residing at 2101 Market Street, Unit 1507, Philadelphia, PA 19107. Mr. Tsai entered into an Agreement of Sale on May 5, 2009 for the purchase of Murano Unit 1507, and closed on the unit May 29, 2009.

1.50. Plaintiff Sheila R. Willard is an adult individual residing at 2101 Market Street, Unit 1706, Philadelphia, PA 19103. Ms. Willard entered into an Agreement of Sale on February

28, 2006, for the purchase of Murano Unit 1106, a Rider to Agreement of Sale on March 24, 2006, and an Amendment to Agreement of Sale on May 23, 2007 for the purchase of Murano Unit 1706, and closed on Unit 1706 July 29, 2008.

1.51. Plaintiff Jacob M. Yaeger is an adult individual residing at 2101 Market Street, Unit 2506, Philadelphia, PA 19103. Mr. Yaeger entered into an Agreement of Sale on May 9, 2006, Addenda to Agreement of Sale on August 18, 2007 and January 26, 2009, and Amendments to Agreement of Sale on February 2, 2009 and February 5, 2009 for the purchase of Murano Unit 2506, and closed on the unit February 5, 2009.

## **B. DEFENDANTS**

### **1. The Developer Defendants**

2. Defendant TPG/P&A 2101 Market, L.P. is a Pennsylvania limited partnership, and was the Declarant of the Murano Condominium and the seller of the units, interests, and licenses described in paragraph 1, above. It has registered offices at 1321 Intrepid Avenue, Building M-7, Suite 200, Philadelphia, PA 19112, 4900 South Broad Street, Building 6, Suite 200, Philadelphia, PA 19112, and One Commerce Square, Suite 2300, 2005 Market Street, Philadelphia, PA 19103. In later parts of this Complaint, defendant TPG/P&A 2101 Market, L.P. may be referred as “the Developer,” “the Declarant,” or “the Seller.”

3. Defendant TPG/P&A 2101 Market, L.L.C. is a Pennsylvania limited liability company. It is a general partner of TPG/P&A 2101 Market, L.P. Plaintiffs allege on the basis of information and belief that TPG/P&A 2101 Market, L.L.C. is the only general partner of TPG/P&A 2101 Market, L.P. It has registered offices at 1321 Intrepid Avenue, Building M-7, Suite 200, Philadelphia, PA 19112 and 4900 South Broad Street, Building 6, Suite 200, Philadelphia, PA 19112.

4. Defendant Thomas Properties Group, Inc. is a Delaware corporation with its principal executive offices at 515 South Flower Street, Sixth Floor, Los Angeles, CA 90071, with executive offices and its registered office for service of process in Pennsylvania at 2005 Market Street, Suite 3200, Philadelphia, PA 19103, and with its registered office in Pennsylvania at 2005 Market Street, Suite 2010, Philadelphia, PA 19103 c/o Keri Lorenson. Thomas Properties Group, Inc., has a portfolio of properties in Pennsylvania consisting of the following: (a) Commerce Square in Philadelphia; (b) 1835 Market Street in Philadelphia; (c) the Murano Condominium; (d) Four Falls Corporate Center in West Conshohocken; (e) Oak Hill Plaza in King of Prussia; and (f) Walnut Hill Plaza in King of Prussia. It holds, and at all relevant times held, a 73 percent interest in TPG/P&A 2101 Market, L.P.

5. Defendant P&A Associates is a general partnership that does business in Pennsylvania. It was created under Pennsylvania law on or about July 1, 1977. It is an owner of a substantial percentage of TPG/P&A 2101 Market, L.P. Its principal executive offices are at Commandant's Building, Philadelphia Naval Business Center, 4900 South Broad Street, Suite 200, Philadelphia, PA 19112 and it has offices at 1321 Intrepid Avenue, Building M-7, Suite 200, Philadelphia, PA 19112.

6. Defendant Alan Edward Casnoff is a 50 percent owner and a general partner of defendant P&A Associates. He resides at 200 West Washington Square, Philadelphia, PA 19106, and has offices at 1321 Intrepid Avenue, Building M-7, Suite 200, Philadelphia, PA 19112 and 4900 South Broad Street, Suite 200, Philadelphia, PA 19112.

7. Defendant Peter L. Shaw is a 50 percent owner and a general partner of defendant P&A Associates. He is the president of TPG/P&A 2101 Market, L.L.C. He has offices at 1321

Intrepid Avenue, Building M-7, Suite 200, Philadelphia, PA 19112 and 4900 South Broad Street, Building 6, Suite 200, Philadelphia, PA 19112.

8. For ease of reference, the defendants identified in paragraphs 2-7 will be referred to collectively as “the Developer Defendants” throughout this Complaint where appropriate.

**2. The Realtor Defendants**

9. Defendant Asher R. Kahn is licensed by the Commonwealth of Pennsylvania to act as a real estate broker. He operates and has at all relevant times operated as a real estate broker and as the sole proprietor of a real estate brokerage business known as Asher Kahn Realty. His principal place of business is at the Murano, 2101 Market Street, Unit 3303-04, Philadelphia, PA 19103. At all times relevant to this complaint, Asher R. Kahn has served as sales manager for the Murano, head of the Murano Sales Office, as agent for the seller of the units in the Murano, and as agent for the Developer Defendants. He had supervisory authority and responsibilities over defendants Megan Orndorf Rosenberg, Karen Ragan, and Timothy P. Rizzo, who are described and identified in paragraphs 11 through 13.

10. Defendant Asher Kahn Realty is a real estate brokerage company that at all relevant times employed or associated with defendants Asher R. Kahn, Megan Orndorf Rosenberg, Karen Ragan, and Timothy P. Rizzo. Together, they operated the Murano Sales Office in the Murano. Asher Kahn Realty was at all relevant times the exclusive listing agent for the Murano in partnership with the defendants identified and described in paragraphs 15 through 19 as the Marketing Defendants. Its principal place of business is/was at the Murano, 2101 Market Street, Unit 3303-04, Philadelphia, PA 19103. Asher Kahn Realty has at all relevant times been licensed to act as a real estate broker and acted as a licensee of the Pennsylvania Real Estate Commission in connection with the matters alleged in this Complaint. Defendant Asher

Kahn Realty has at all relevant times served as agent for the seller of the units in the Murano and as agent for the Developer Defendants. Asher Kahn Realty had supervisory authority and responsibilities over defendants Megan Orndorf Rosenberg, Karen Ragan, and Timothy P. Rizzo, who are described and identified in paragraphs 11 through 13.

11. Defendant Megan Orndorf Rosenberg, also known as Megan Elizabeth Orndorf Rosenberg and Megan Elizabeth Rosenberg and formerly known as Megan Elizabeth Orndorf, is licensed by the Commonwealth of Pennsylvania as a real estate salesperson, and was at all relevant times, until July 2009 or thereabouts, associated in that capacity with Asher Kahn Realty. She resides at 910 New Market Street, Philadelphia, PA 19123. Defendant Rosenberg at all relevant times acted in her capacity as a licensee of the Pennsylvania Real Estate Commission, as agent for defendant Asher Kahn Realty and at the direction of defendants Asher R. Kahn and Asher Kahn Realty, and as agent for the seller of the units in the Murano and the Developer Defendants.

12. Defendant Karen Ragan is licensed by the Commonwealth of Pennsylvania as a real estate salesperson and at all relevant times was associated in that capacity with Asher Kahn Realty through February 2010, at which time she became associated with Northwest Realty Company. Her principal place of business is at the Murano, 2101 Market Street, Unit 3303-04, Philadelphia, PA 19103. Defendant Ragan at all relevant times acted in her capacity as a licensee of the Pennsylvania Real Estate Commission, as agent for defendant Asher Kahn Realty and at the direction of defendants Asher R. Kahn and Asher Kahn Realty, and as agent for the seller of the units in the Murano and the Developer Defendants.

13. Defendant Timothy P. Rizzo is licensed by the Commonwealth of Pennsylvania as a real estate salesperson and at all relevant times was associated with Asher Kahn Realty

through February 2010, at which time he became associated with Northwest Realty Company. His principal place of business is at the Murano, 2101 Market Street, Unit 3303-04, Philadelphia, PA 19103. Defendant Rizzo at all relevant times acted in his capacity as a licensee of the Pennsylvania Real Estate Commission, as agent for defendant Asher Kahn Realty and at the direction of defendants Asher R. Kahn and Asher Kahn Realty, and as agent for the seller of the units in the Murano and the Developer Defendants.

14. Defendants Kahn, Asher Kahn Realty, Rosenberg, Ragan, and Rizzo worked in and/or operated the Murano Sales Office. For ease of reference, defendants Kahn, Asher Kahn Realty, Rosenberg, Ragan, and Rizzo identified in paragraphs 9-13 are referred to collectively as “the Realtor Defendants” in parts of this Complaint.

### **3. The Marketing Defendants**

15. Defendant Citi Habitats Marketing Group, LLC is a limited liability company formed under and pursuant to the laws of the state of New York, with its principal place of business in Pennsylvania at 200 West Washington Square, Philadelphia, PA 19106 and offices at 250 Park Avenue South, 11th Floor, New York, NY 10003 and 30 East 33rd Street, New York, NY 10016. Defendant Citi Habitats Marketing Group, LLC at all relevant times was responsible for marketing the Murano, which included training the brokerage and sales staff, marketing to the brokerage community, and making public statements about the Murano and the level of sales of Murano units.

16. Defendant NRT New York, Inc. is, or has been, a Delaware corporation that owned and operated defendant Citi Habitats Marketing Group, LLC, and has operated it in connection with the sales and marketing of units at the Murano under the fictitious names of Citi Habitats and Citi Habitats Marketing Group. NRT New York, Inc. was at all relevant times the

exclusive marketing and sales agent of the Developer, and it so held itself out to the plaintiffs and the public. Its principal place of business is at 1 Campus Drive, Parsippany, NJ 07054, with a registered office in Pennsylvania at 2005 Market Street, Philadelphia, PA 19103. Defendant NRT New York, Inc. directed the activities of Citi Habitats Marketing Group, LLC that are the subject of this Complaint.

17. Plaintiffs are informed and believe that NRT New York, Inc. dissolved or discontinued its existence or registration in Pennsylvania in or about April 2010. It remains subject and amenable to suit pursuant to Title 8, Section 278 of the Delaware Code.

18. Defendant NRT New York, LLC is a Delaware limited liability company with a principal place of business at 1 Campus Drive, Parsippany, NJ 07054, an office in Pennsylvania at 2005 Market Street, Suite 2010, Philadelphia, PA 19103, and a registered office in Delaware at 2711 Centerville Road, Suite 400, Wilmington, DE 19808.

19. Plaintiffs are informed and believe that defendant NRT New York, LLC had control over defendants NRT New York, Inc. and Citi Habitats Marketing Group, LLC both before and after the dissolution of NRT New York, Inc.

20. For ease of reference, the defendants identified and described in paragraphs 15 through 19, above, will be referred to collectively as “the Marketing Defendants” in parts of this Complaint.

4. **Defendants Who Dealt with Plaintiffs Beginning with Occupancy of the Building**

21. Defendant Stonehenge Advisors, Inc. is a Pennsylvania corporation with its executive offices and principal place of business at 1321 Intrepid Avenue, Suite 400, Building M7, Philadelphia, PA 19112 and its registered address at 642 North Broad Street, Philadelphia, PA 19130. Upon information and belief, defendant Stonehenge Advisors, Inc. was established

primarily to manage the properties of defendant P & A Associates. It has managed the Murano upon being appointed by the Developer to do so. It is licensed in Pennsylvania to carry out the business of real estate brokerage, with its registered address for such purposes at 4900 South Broad Street, Building 6, Philadelphia, PA 19112.

22. Defendant Stonehenge-Murano, Inc. is a Pennsylvania corporation created on or about June 18, 2008, which coincided with the date of the closing of the first Murano unit, with offices at 1321 Intrepid Avenue, Suite 400, Building M7, Philadelphia, PA 19112 and a registered office at 4900 South Broad Street, Building 6, Philadelphia, PA 19112. It has, with defendant Stonehenge Advisors, Inc., managed the Murano upon being appointed to do so by the Developer.

23. Defendants Stonehenge-Murano, Inc. and Stonehenge Advisors, Inc. identified in paragraphs 21-22 are referred to together as “the Stonehenge Defendants” in this Complaint.

24. Defendant SearchTec Abstract, Inc. is a Pennsylvania corporation with its principal place of business at 211 North 13th Street, Sixth Floor, Philadelphia, PA 19107 and offices at 314 North 12th Street, Suite 100, Philadelphia, PA 19107. SearchTec Abstract, Inc. served as escrow agent, title insurer, and provider of closing and settlement services in connection with the plaintiffs’ purchases of units in the Murano.

## II. FACTS COMMON TO ALL COUNTS

### A. The Concerted Effort to Deceive Plaintiffs and Participants in the Real Estate Market

25. The Murano Condominium is a 43-story development at 21st and Market Streets in Philadelphia, Pennsylvania consisting of 302 residential units, common areas, including a parking structure, and commercial spaces.

26. In 2005, the Developer, Marketing, and Realtor Defendants, and each of them, began their efforts to market the Murano Condominium and to sell individual units.

27. On or about November 15, 2005, defendant TPG/P&A Market 2101, L.P. registered the Murano Condominium with the United States Department of Housing and Urban Development under the Interstate Land Sales Full Disclosure Act, 15 U.S.C. § 1701 et seq.

28. Beginning in 2005, with the start of the marketing and direct sales of Murano Condominium units to potential purchasers and actual purchasers, including plaintiffs, the defendants, and each of them, worked to create false impressions and to convey specific untruths about the level of sales of units in the Murano.

29. Defendants, and each of them, succeeded in their effort to convey false impressions about the level of sales of units in the Murano beginning with marketing and sales efforts in 2005 through the period of construction, and at least through the summer of 2009. Defendants often stated throughout this period that 70 percent of units had been sold. This did not come true until the summer of 2010 – about four and a half years after that figure was first used as part of sales efforts. In fact, when the last of the plaintiffs, Mr. Tsai, closed on his unit in June 2009, only 114 units – totaling 38 percent – had been sold.

30. The false impressions, falsehoods, and untruths about these matters were conveyed to plaintiffs and to other participants in the market whose conduct and/or behavior the defendants knew would have – and did have – an impact on the price of and demand for units in the Murano, including the prices actually paid by plaintiffs. These false impressions, falsehoods, and untruths also had an impact on the willingness of individuals, plaintiffs among them, to buy units in the Murano.

31. The value of a unit in a condominium development, such as the Murano, depends in part on whether the developer has sold other units in the condominium development and in particular on how many other units the developer has sold. The value is higher if and when the developer has sold more units. The question of whether the developer has sold other units and the quantity of units sold by the developer is a material consideration to potential and actual purchasers in connection with decisions about price and about whether to buy at all.

32. The level of sales in a condominium is a material consideration not only to actual and prospective buyers. It is also a material consideration to banks and others that are lending or considering lending to the buyers to finance their purchases, to banks and others that are lending or considering lending to owners for refinancing purposes, and to all participants in the housing market whose behavior has an impact on the price of units in that condominium.

33. Defendants knew that a unit in a condominium development is worth more if many other units have been sold by the developer. Therefore, defendants conveyed specific untruths and false impressions about the level of sales of Murano Condominium units to induce plaintiffs to buy units, to select and buy certain units, and to buy units at inflated prices.

34. The level of sales of Murano Condominium units was a material consideration to the plaintiffs, and it had a material impact on the prices of the units the plaintiffs purchased. In some cases, it had a material impact on whether they purchased unit(s), on which unit(s) they chose to purchase, and on investments, financial transactions, and expenditures they made that were associated with the unit(s) they purchased, such as purchase of upgrades from the Developer, purchase of furnishing and improvements, and liquidation of other assets to pay for what they were buying.

35. In a condominium development such as the Murano, the relationship between the value of a unit and the level or quantity of sales of other units, and the materiality of that relationship, arises for a number of reasons, including but not limited to the following:

- (a) the sale of a large number of other units decreases the risk that a buyer, upon making efforts to sell or rent the unit that he or she owns, will be competing with the developer while the developer is trying to sell or rent its remaining inventory;
- (b) the sale of a large number of other units decreases the risk that the developer will have difficulty meeting the cash flow requirements associated with payment of monthly maintenance fees needed to maintain common areas and amenities in the condominium; and
- (c) the availability of financing or refinancing for individual owners or buyers often depends on the developer having sold a particular number of units.

36. In the case of the Murano, the second and third risks identified in paragraph 35(b) and (c) above became a reality.

37. The Developer had difficulty meeting the cash flow requirements needed to pay monthly maintenance fees to maintain common areas and amenities. In 2010, the Developer/Seller fell into arrears on monthly maintenance fees of the units it owned in an amount that it admitted was in excess of \$179,000. The Developer finally – but not completely – caught up on monthly payments by paying arrears of more than \$179,000 in May 2010. The Developer still remains substantially in arrears on late fees and payments associated with ownership of parking spaces.

38. For individual Murano buyers and/or owners, the availability of financing and/or refinancing came to depend on the Developer having sold a particular number of units. To contend with this, the defendants lied – over and over and over again – and made misstatements to lenders and to appraisers on whom lenders were relying about the level of sales of units in the Murano. Examples of these lies are described below between paragraphs 97 – 141.

39. Misstatements to individual plaintiffs – reinforced by statements to the press and advertising and marketing materials distributed or published to plaintiffs and to the public – included the material misstatement that all units in the Murano would have floor to ceiling windows. The Developer, Marketing, and Realtor Defendants sought to convince certain plaintiffs and participants in the market that all units in the Murano would have floor to ceiling windows when these defendants knew that about 25 percent of the units would not have floor to ceiling windows. To the extent that any of these defendants did not know that about 25 percent of the units would not have floor to ceiling windows, they had reason to know or should have known with the exercise of reasonable care.

40. The Developer, Marketing, and Realtor Defendants, and each of them, succeeded in their effort to convey the false impression that all units in the Murano would have floor to ceiling windows from the beginning of sales and marketing efforts in 2005, at least until the building was completed in the summer of 2008.

41. When certain buyers discovered that the units they purchased would not have floor to ceiling windows as they had been led to believe, defendants engaged in the bait-and-switch tactic of offering to move those buyers to other units, but only at new and higher prices per square foot.

42. The Developer, Marketing, and Realtor Defendants also engaged in an effort to mislead plaintiffs about the availability and previous sales of certain parking spaces, thereby inducing them, as specified below, to pay more for their parking space licenses than they would have paid had they not been misled by the Developer, Marketing, and Realtor Defendants.

43. The defendants' misleading statements were substantial factors in decisions by the plaintiffs to enter into Agreements of Sale, to pay the prices agreed upon, to select the units that the plaintiffs selected, and to make other expenditures and investments associated with their purchases of units in the Murano as outlined below.

44. The continued deception of plaintiffs after they entered into their Agreements of Sale was a substantial factor in their putting down more money, making amendments or completing addenda to their Agreements of Sale, closing on their units, borrowing to do so, and making other expenditures and investments associated with their purchases of units in the Murano as outlined below.

**B. Specific Misstatements Defendants Made About the Murano**

45. While paragraphs 25 – 44 above describe the scope and subject of most of the misstatements made, paragraphs 46 – 141 below describe specific misstatements that were made by, at the direction of, or for the benefit of the defendants, in addition to other facts that may arise through discovery.

46. In or about October 2005, plaintiff Russ Berenstein was steered to a unit – Unit 2402 – that Defendants knew would not have floor to ceiling windows, based on misrepresentations made by a person working in the Murano Sales Office and by the Marketing and Developer Defendants that all units would have floor to ceiling windows.

47. In October and November 2005, defendant Timothy P. Rizzo falsely stated to plaintiff Jeffrey R. Boyle that more than 60 percent of units at the Murano were presold, professing that the level of sales was “unprecedented.” Defendant Asher R. Kahn also told Mr. Boyle that 60 percent to two-thirds of units were presold. Defendants Kahn and Rizzo repeated these figures between November 27, 2005, when Mr. Boyle signed his agreement of sale, and March 1, 2006, when Mr. Boyle put down additional earnest money. These defendants continued to state these false figures until Mr. Boyle purchased his unit on or about September 22, 2008. In connection with Mr. Boyle’s signing an agreement of sale on or about November 27, 2005, and at the time thereof, defendant Kahn stated to Mr. Boyle, “You’re going to make money on this. I can promise.”

48. In or about November 2005, one or more people working in the Murano Sales Office falsely stated to plaintiff Michael Stierstorfer that all units were going to have floor to ceiling windows; this was reinforced by statements of the Developer and Marketing Defendants in promotional materials and advertisements.

49. In or about December 2005 and January 2006, defendant Timothy P. Rizzo told plaintiffs Lawrence Goral and Joseph-Bernard Snyder that the building was 70 percent sold and that the north side of the building was completely sold out. Defendants Rizzo and Asher R. Kahn repeated this and similar falsehoods to Mr. Goral and Mr. Snyder several times between January 2006 and the time when they closed on their unit in June 2008. Defendant Rizzo also misled Mr. Goral and Mr. Snyder about the availability of parking space licenses, falsely stating that there were only two parking spaces to choose from and that discounted prices for any parking spaces would disappear within days.

50. In or about December 2005, plaintiffs Karl Engel and Styliani Engel were steered to a unit – Unit 2003 – that defendants knew would not have floor to ceiling windows, based on misrepresentations made by defendant Asher R. Kahn about the unavailability of units that did end up having floor to ceiling windows. Mr. and Ms. Engel relied on false public statements made by defendants that all units would have floor to ceiling windows.

51. In or about December 2005, plaintiffs Eugene A. and Bonnie L. Schwartz were steered to a unit – Unit 2803 – that defendants knew would not have floor to ceiling windows, based on misrepresentations made by defendant Karen Ragan about the unavailability of units that did end up having floor to ceiling windows. Mr. and Ms. Schwartz relied on false public statements made by defendants that all units would have floor to ceiling windows.

52. In or about late 2005 and January and February 2006, defendants Timothy P. Rizzo, Karen Ragan, and Asher R. Kahn falsely told plaintiff Sheila Willard that 60 percent of units were under contract. These defendants also falsely stated to Ms. Willard that certain units were under contract when they were not. Later, after she signed an agreement of sale on Unit 1106 in February 2006, and until she signed an amended agreement of sale calling for her to purchase Unit 1706 in May 2007, and further until she closed on Unit 1706, these sales representatives and defendant Alan Edward Casnoff continued to mislead Ms. Willard about the number of units sold.

53. Before the beginning of construction in late 2005 and/or in the first quarter of 2006, defendant Asher R. Kahn told plaintiffs Wayne and Karen Rosenberger that construction would not begin until 50 percent of the units had been sold. On approximately five or six occasions between the beginning of construction and the time when Mr. and Ms. Rosenberger closed on their unit, defendant Kahn told them how many units had been sold – this information

started in the 50 percent range in 2006 and moved upward to 70 percent before Mr. and Ms. Rosenberger closed on their unit in August 2008. Each of these statements by defendant Kahn was false.

54. In or about late 2005 and/or the first four months of 2006, on various occasions during that period, defendants Megan Orndorf Rosenberg and Asher R. Kahn falsely told plaintiffs Robert Y. Mosenkis and Naida O. Mosenkis that (a) the building was 60 percent sold; (b) Unit 1602 was the highest unsold "02" unit on an even-numbered floor; and (c) Unit 1602, like all other units, would have floor to ceiling windows. The statement that all units would have floor to ceiling windows also was made by the Developer and Marketing Defendants in written materials conveyed to Mr. and Ms. Mosenkis. Each and all of these misstatements caused Mr. and Ms. Mosenkis to purchase a unit in the Murano and to choose Unit 1602, which in fact did not have floor to ceiling windows.

55. In or around January 2006, defendants Asher R. Kahn and Karen Ragan falsely stated to plaintiffs Dietrich Franczuski and Evelyn Klein-Franczuski that 70 percent of the units were sold. These defendants also misled Mr. and Ms. Franczuski by stating that "02" units on floors that were lower than but near to floor 17 were taken and that certain other units were taken.

56. In or about January 2006, defendant Timothy P. Rizzo falsely told plaintiffs Anubhav Gogna and Bijal A. Gogna that certain units were sold when they were not, thus leading them to select Unit 1608 for purchase, which defendants knew would not have floor to ceiling windows. But this was not disclosed to Mr. and Ms. Gogna, who relied on false public statements made by the Developer and Marketing Defendants and on false statements made directly to them by defendant Rizzo that all units would have floor to ceiling windows. When

Mr. and Ms. Gogna discovered that their unit was not going to have floor to ceiling windows, defendant Rizzo misled them about availability of similar units that did have floor to ceiling windows.

57. Mr. and Ms. Gogna also relied on false statements about the dimensions of the unit they chose, which ended up being different from what was represented in materials given to them. Mr. and Ms. Gogna relied on misstatements made by defendant Rizzo about the unavailability of certain parking spaces; they were steered to a space that was more expensive than what they would have bought had they been told the truth, or not been given and relied on false information.

58. In or about the first months of 2006, through and until March of 2006 when plaintiffs Bernard and Irene Eizen signed an agreement of sale on Units 1803 and 1804, defendants Karen Ragan and Asher R. Kahn falsely told Mr. and Ms. Eizen that most units in the Murano had been sold. In the months thereafter, until they agreed to purchase Unit 1805, these defendants falsely told Mr. and Ms. Eizen that at least 60 percent of the units in the Murano had been sold. These defendants continued to make this false statement to Mr. and Ms. Eizen and to prospective lenders until Mr. and Ms. Eizen closed on their units in July 2008. At various times, defendants told Mr. and Ms. Eizen that construction could not begin or could not have begun unless and until 50 percent of the units were sold.

59. Beginning in the early months of 2006, and continuing through the summer of 2008, defendants Asher R. Kahn and Karen Ragan falsely assured plaintiffs Samuel and Joyce Krain about the pace of sales at the Murano, stating at some point that 60 to 70 percent of units had been sold.

60. In connection with his selection and purchase of a unit, plaintiff Mian Jan was falsely told by one or more sales agents working in the Murano Sales Office that the building was 60 percent sold, and he was misled about the pace of sales prior to Dr. Jan and Ambereen M. Jan's purchase of Unit 3902.

61. On or about February 4, 2006, defendants Asher R. Kahn and Timothy P. Rizzo falsely stated to plaintiff Stren R. Lea their estimates that about 40 percent of units in the Murano had been sold. These defendants falsely stated that the building could not be constructed unless and until 50 percent of units were sold. In or about March 2006, a sales agent working at the Murano Sales Office stated that the building was nearly 50 percent sold. These statements, coupled with the onset of construction, induced Mr. Lea to put down a deposit and agree to buy a unit. In connection with closing, Mr. Lea was told that the building was 70 percent or more sold, which induced Mr. Lea to close on the unit.

62. On or about February 7, 2006, defendant Asher R. Kahn and perhaps another sales agent in the Murano Sales Office stated to plaintiff Leslie Lenox that 38 percent of the units had been sold, which was false. Ms. Lenox believed this misstatement, and she relied on it in deciding to purchase a unit in the Murano. Defendant Kahn informed Ms. Lenox several times thereafter that sales were proceeding to the point where particular percentages of units had been sold, all of which percentages were substantially higher than was actually the case, or than turned out to be the case when she moved in. Defendant Kahn also informed Ms. Lenox that the building could not be constructed unless 50 percent of the units were sold by May 2006, and that her deposit would be refunded with interest if sales did not reach 50 percent by then.

63. Beginning in or about February 2006, after plaintiff Kathleen Chase signed her agreement of sale, she was assured falsely by a sales agent in the Murano Sales Office that the

sales were going well enough to allow defendants to meet a requirement that would enable construction to begin only upon sale of 50 percent of the units in the Murano.

64. On or about March 10 or 11, 2006, defendant Timothy P. Rizzo and/or Asher R. Kahn, or both of them, told Ari Barkan, who signed an agreement of sale later assigned to plaintiff P'Tari LLC, that the building was 90 percent reserved and 45 to 46 percent under contract. Said defendants, or both of them, stated that units on the top floors would be priced at more than \$4.5 million in 6 months to a year. These defendants also steered Mr. Barkan to a floor that they knew would not have floor to ceiling windows, at the same time that they and other defendants told Mr. Barkan and the public that there would be floor to ceiling windows in all units. These defendants induced Mr. Barkan to agree to purchase the unit and to pay the price he agreed to pay by misleading him about whether there would be floor to ceiling windows and about the availability of units that would have floor to ceiling windows. In the weeks and months after Mr. Barkan signed an agreement of sale, defendant Rizzo continued to make misleading statements to Mr. Barkan about sales levels, and thereby induced plaintiff P'Tari LLC to purchase Unit 3603 and to pay the price specified in the Agreement of Sale.

65. In or about March 2006, defendant Asher R. Kahn and/or others working at his direction told plaintiffs Mohammed A. Shahid and Waheeda F. Ali that the only unit available on the 17th floor of the Murano was Unit 1704 and that the building was 60 percent sold, which was false. Mr. Shahid and Dr. Ali specifically stated that they were interested in a unit on the north side of the building, and they were falsely told no such units were available. From the time after they signed their agreement of sale until they closed on their unit in June 2008, defendants gave materially false and misleading information to Mr. Shahid and Dr. Ali about the level of sales of

units in the building, including materially false and misleading information about the price for which similar units had been sold.

66. In or about the months preceding the signing of an agreement of sale on Unit 207 by plaintiffs Yuri and Lucy Schneiberg on April 28, 2006, defendant Asher R. Kahn told Mr. Schneiberg that sales of units in the building had reached levels of between 40 and 60 percent. Deception of this nature continued through closing, when the sales numbers again were falsely represented to Mr. and Ms. Schneiberg, who were then told that between 60 and 65 percent of units had been sold.

67. In or about May 2006, defendants Timothy P. Rizzo and Megan Orndorf Rosenberg falsely stated to plaintiffs David and Susan Carter that the building was 50 percent sold.

68. In or about June 2006, defendant Timothy P. Rizzo misled plaintiff David Brinson about the availability of parking spaces, and informed him that the only spaces available were the ones that cost \$45,000. In the months between June 2006 and Mr. Brinson's closing in the summer of 2008, defendant Rizzo told plaintiff Brinson that presales exceeded 30 percent.

69. In or about June 2006, plaintiff Russ Berenstein agreed to purchase a license for parking on a lower floor for \$50,000 based on false representations by one or more individuals working in the Murano Sales Office that all parking spaces on a higher floor, where spaces cost \$25,000, had been sold.

70. On or about August 27, 2006, around the time when construction of the Murano was beginning, the Developer and Marketing Defendants, and defendants Asher R. Kahn and Asher Kahn Realty, and each of them, advertised or caused to be advertised in the *Philadelphia*

*Inquirer* that “almost 40 percent” of the units had been sold. This was false. Forty percent of the units were not sold until June 2009, almost three years later.

71. In or around September and October 2006, defendant Timothy P. Rizzo falsely told plaintiff Joyce V. Newman that the building was 66 to 70 percent sold and that, other than Unit 1801, there were no unsold units below the 20th floor designated as “01” units on even-numbered floors. Defendant Rizzo also made false statements to Ms. Newman about the availability of parking space licenses on certain levels in the garage. Defendant Rizzo stated that Unit 1801 would be worth a million dollars upon opening of the building.

72. In or about October 2006, defendant Asher R. Kahn told plaintiff Diane A. Hedrich that the building was 66 percent sold and that there were only two units left in her stated price range. Ms. Hedrich relied on these misstatements in deciding to purchase the unit that she purchased and in deciding in August 2007 to purchase a parking license. Ms. Hedrich also relied on the misstatement that it was possible to allocate only one parking space license to any unit.

73. In and about the first three months of 2007, defendant Karen Ragan falsely told plaintiff Nancy Sapanara that 30 percent of the units at the Murano had been sold. Defendant Ragan and others at the Murano Sales Office made misleading and deceptive statements to Ms. Sapanara about the availability of other units and about the prospects for appreciation in value of units at the Murano. Defendants also misled Ms. Sapanara about the state of repair and completion of her unit before she closed.

74. In or about January and February 2007, defendant Asher R. Kahn told plaintiffs Gregory D. Hanscom and Laura M. Hemm that the building was 60 percent sold. He stated that the Developer could not have broken ground unless the building was 60 percent sold, and cited the beginning of construction as evidence and proof of brisk sales in excess of 50 percent of the

units. He falsely told them that certain “01” units were already sold. Defendant Kahn also falsely described the level of sales and availability of parking spaces to Mr. Hanscom and Ms. Hemm.

75. Both before and after February 26, 2007, and around that time, defendant Timothy P. Rizzo falsely told plaintiff Richard J. Koehler that over 50 percent of units had been sold, and he repeated that to Mr. Koehler on several occasions.

**C. Defendants Become Publicly Committed to Their Wildly Inflated Reports About the Level of Sales**

76. In March 2007, when concrete was poured for the tenth floor, defendants began a marketing campaign aimed at brokers and the public, which involved statements that 60 percent of the Murano had been sold. Upon making these false statements publicly, the defendants became committed to making similar or consistent false statements all the time to anybody who came to the building and asked about sales, including in particular the plaintiffs.

77. On or about March 13, 2007, when concrete was poured for the tenth floor of the Murano, the Developer, Marketing, and Realtor Defendants, and each of them, told approximately 100 brokers in the Philadelphia area that 60 percent of the Murano had been sold, and further repeated this representation to the general public. This was false. Sixty percent of the units were not sold until more than two and a half years later.

78. On or about March 29, 2007, the Developer, Marketing, and Realtor Defendants, and each of them, again stated or caused to be stated to the public that the building was 60 percent sold. This did not come true for more than two and a half years.

79. On or about April 5, 2007, defendant Megan Orndorf Rosenberg told plaintiff Jacob M. Yaeger that approximately 62 percent of the units were under contract, which was not

true. At various times thereafter, one or more salespersons in the Murano Sales Office told Mr. Yaeger that 75 percent of units were presold.

80. On or about April 22, 2007, when they reserved a unit at the Murano and before they signed an agreement of sale, plaintiffs Paul Lazar and Dana Lazar were falsely informed by defendant Karen Ragan that the Murano was 50 percent sold.

81. On or before the date when plaintiff Lowell D. Meyerson put down his second deposit of \$10,100, and before he signed an agreement of sale on April 27, 2007, defendant Asher R. Kahn falsely stated to Dr. Meyerson that the building was 60 percent presold.

82. On or about April 28, 2007, on the day when plaintiffs David H. and Kathleen English agreed to buy their unit, defendant Timothy P. Rizzo falsely stated to Mr. and Ms. English that the building was more than 60 percent sold. Defendant Rizzo repeated this false statement to Mr. and Ms. English on approximately five or six occasions thereafter until they closed on their unit in June 2008.

83. In or shortly before April 2007, defendants Asher R. Kahn and Timothy P. Rizzo falsely stated to plaintiffs Konstantin and Lucy Korostin that all parking spaces on Level 2 were sold, thus steering them to a parking space that they would not have selected had they been told the truth.

84. Beginning in or around May 2007 and continuing through October 2007, defendant Karen Ragan falsely told plaintiff Johnny J. Im at various times that 60 to 70 percent of units in the Murano had been sold. Defendant Ragan made false statements about the availability of "02" units, stating that they were sold out, even though they were not. Defendant Ragan also told Mr. Im that all parking spaces licenses for \$25,000 were gone, even though this was not true. Defendant Ragan misled and misinformed Mr. Im about the availability of

financing for the cost of the parking space license that he purchased, stating that he could borrow the money necessary for that purchase from the lender whom the Developer Defendants designated as the preferred lender; this was not true.

85. In May 2007, defendant Timothy P. Rizzo falsely stated to plaintiff Hyokjin Kwak that about 60 percent of the units in the Murano had been sold. Similar misstatements were made to Mr. Kwak's financing company in the months thereafter. Defendants also misled Mr. Kwak about the state of completion and repair of the unit before he closed on the unit.

86. At various times prior to June 2007, when plaintiff George Thomas paid his final deposit on Unit 2403 (other than amounts he paid later on account of his purchase of a parking space license), and up until the closing in July 2008, defendants Asher R. Kahn and Megan Orndorf Rosenberg told Mr. Thomas that the Murano was 70 or 75 percent sold.

87. In or around June 2007, defendant Megan Orndorf Rosenberg told plaintiff Matthew Braunbeck that two thirds of the building had been sold. This misinformation and its impact were compounded by misstatements made at or around that time and in 2006 about unavailability of units that, in fact, had not been sold and were available for sale. Defendant Rosenberg also stated to Mr. Braunbeck in early June 2007 that prices would be going up in two weeks. Defendant Rosenberg made misstatements about the Developer Defendants' plans with respect to pricing of the unit that Mr. Braunbeck purchased and of other units.

88. In or about June 2007, defendants Timothy P. Rizzo and Megan Orndorf Rosenberg falsely informed plaintiffs David P. and Susan E. Carter that the building was 75 percent sold. They also made misstatements about parking spaces, stating that there were no \$40,000 parking spaces left for sale and providing Mr. and Ms. Carter with a plan that falsely showed the parking space they choose as being near an elevator. These defendants, along with

Asher R. Kahn, continued to make misstatements to Mr. and Ms. Carter about the percentage or number of units sold until they closed on their unit in June 2008.

89. At various times and from time to time beginning in or around June 2007, when plaintiff Jason Dills signed his agreement of sale on a unit in the Murano, through June 2008 when he closed on the unit, defendant Karen Ragan falsely stated to Mr. Dills that the building was 50 to 60 percent sold.

90. In or around July and August, 2007, defendant Timothy P. Rizzo falsely stated to plaintiffs Larry and Kimberly Braunstein that only a couple of units were left and that the building was certainly well more than 50 percent sold. As closing on the unit they purchased approached, defendants working in the Murano Sales Office told Mr. and Ms. Braunstein that the building was more than 70 percent sold.

91. On or about October 30, 2007, plaintiff Kathleen Chase received assurances from a sales representative working in the Murano Sales Office or from someone informed by a representative in the Murano Sales Office that 70 percent of the units had been sold. In the time after Ms. Chase signed her agreement of sale in January 2006 and her closing in the summer of 2008, defendant Timothy P. Rizzo informed Ms. Chase that more than 50 percent of the units had been sold.

92. In 2007, defendant Karen Ragan told plaintiff Maureen Rowan that about 60 percent of the units had been sold. In August 2008, before they agreed to buy a unit, Mr. Gallagher and Ms. Rowan were told that about 75 percent of the units had been sold.

93. In or around November 2007, defendant Timothy P. Rizzo falsely stated to plaintiffs Sonya Tokarchyk and Anthony Tokarchyk that 70 percent of the units were sold. Defendant Rizzo misled Mr. Tokarchyk and Ms. Tokarchyk about the number of units that fit

what they identified as their budget and unit requirements. Defendants Rizzo and Asher R. Kahn falsely stated that Unit 407 and other units had been sold when they had not. They gave misinformation about the availability and terms of financing for the parking space license Mr. Tokarchyk and Ms. Tokarchyk bought; they stated that the space could be financed through the lender with whom the Developer had arranged financing when it could not.

94. In or about the early months of 2008, before plaintiff Michele Suplick signed an agreement of sale for her unit, defendant Timothy P. Rizzo falsely stated to Ms. Suplick that 50 percent or more of the units in the Murano were sold or under agreement. Defendant Rizzo repeated this misstatement several times until shortly before Ms. Suplick's closing in June 2008. On June 3, 2008, defendant Asher R. Kahn made false statements about previous sales of parking space licenses in order to induce Ms. Suplick to spend more than she would have spent on a parking space license.

95. In or about the months of January through April 2008, during one or more visits to the Murano by plaintiff Othman Al Serri before he signed an agreement of sale, defendant Timothy P. Rizzo gave false figures on sales of Murano units to Mr. Al Serri, varying between at least 70 and 75 percent. Defendant Rizzo stated that Mr. Al Serri had to act quickly in order to buy a unit in the building. Defendant Rizzo misled Mr. Al Serri about specific units having been sold when in fact they were not.

96. On March 24, 2008, defendant Megan Orndorf Rosenberg told plaintiffs Hugo and Samantha Molina that the building was 75 percent under contract, thereby signifying that more than 225 units had been sold or made the subjects of agreements of sale.

**D. Defendants Target Their Campaign to Mislead Toward Lenders and Appraisers**

97. In the spring of 2008, the building was nearing completion, and it was time for most of the plaintiffs to prepare to occupy the units that they had agreed to buy.

98. Therefore, in the weeks leading up to the closings, it became necessary for the plaintiffs and other buyers who had mortgage commitments and who needed to take loans to purchase their units to have their lenders communicate with defendants about the level of sales. Mortgage underwriting and availability depended, among other things, on the level of sales in the building.

99. To keep the scheme of misstatements about the level of sales and scarcity of units going, defendants had to lie to the lenders and appraisers so they could give loans, so the Developer would have sales revenue, and so the plaintiffs and potential purchasers in the market would not discover defendants' deceptive scheme.

100. As described below, defendants began to lie to banks, mortgage companies, and appraisers about the level of sales to maintain the appearance that sales were brisk and plentiful so that financing and closings could take place.

101. The allegations in paragraphs 102 – 141, below, describe specific misstatements to lenders, financiers, appraisers, and buyers about the number of units sold or under contract; defendants also continued to make misleading statements on other topics and to other people, as described below.

102. On or shortly before April 30, 2008, a sales representative at the Murano sales office authorized to speak on behalf of defendants falsely informed James F. McKissick, an appraiser engaged in connection with a decision to issue a purchase money mortgage loan to plaintiffs Mr. and Ms. Korostin, that 200 units had been sold. In connection with financing for

Mr. and Ms. Korostin, defendant Asher R. Kahn falsely told countrywide Loans in June 2008 that 125 units were sold and scheduled for closing and that more were under contract and subject to closings in the fall of 2008.

103. In May 2008, defendants falsely informed plaintiff George Thomas and Quicken Loan Company that 70 percent of the units had been sold. On or about July 15, 2008, defendants again falsely informed Mr. Thomas and Quicken Loan Company that 75 percent of the units had been sold.

104. In or around May 2008, defendant Timothy P. Rizzo misled plaintiff Adrian V. Rodrigo about the pace of sales and the availability of one-bedroom units at the Murano, and falsely stated that the windows in Unit 704 had specially treated glass that would become darker when hit by sunlight, eliminating the need for curtains or draperies.

105. On or about May 20, 2008, defendant Karen Ragan told an agent or representative of plaintiff Paul A. Burke that about 70 percent of the units in the Murano were the subject of binding sales agreements. This was not true. In or around September 2008, as he was preparing to close on his purchase of a unit in the Murano, Mr. Burke was falsely informed by a representative of the Developer that the building was 65 percent sold.

106. During the summer of 2008, in advance of the closing on the unit purchased by plaintiffs Mr. and Ms. Gogna, defendant Timothy P. Rizzo falsely told Mr. Gogna that the building was 70 percent sold. Mr. and Ms. Gogna relied on this false statement, and would not have closed on their unit if they had known the truth.

107. When certain plaintiffs, including Mr. Berenstein, Mr. and Ms. Gogna, and Mr. and Ms. Schwartz, discovered that the units they purchased would not have floor to ceiling windows as they had been led to believe, the defendants, including defendant Casnoff personally,

engaged in the tactic of offering to move those plaintiffs to other units, but only at new and higher prices per square foot.

108. During or around the summer of 2008, beginning on or about July 20, 2008, as plaintiff Glenna Crooks was deciding whether to purchase a unit in the Murano and, if so, what unit, defendant Megan Orndorf Rosenberg falsely told Ms. Crooks that the building was 70 percent sold. Defendant Rosenberg also falsely told Ms. Crooks that certain units, including nearly all "06" units, had been sold.

109. On the same date, Defendant Rosenberg falsely stated to plaintiff Crooks that the windows were specially treated to become darker as sun became more intense and that as a result, shades or curtains would not be necessary in order to protect the color and quality of floor finish or household furnishings, or to lower the room temperature on sunny days. Ms. Crooks relied on this statement in determining what it would cost to purchase and occupy the unit that she bought.

110. During the summer of 2008, prior to the time when plaintiffs Michel C. and Joan D. Jeruchim agreed to purchase a unit in the Murano, defendant Karen Ragan falsely stated to Mr. and Ms. Jeruchim that the building was 65 percent sold.

111. In or about the summer of 2008, and at various times before then, plaintiff Russ Berenstein was falsely told by one or more sales representatives in the Murano Sales Office that about 65 or 75 percent of the units in the Murano had been sold. In or about August 2008, defendant Alan Edward Casnoff falsely told the mortgage representative for Mr. Berenstein's lender, Bank of America, that the building was more than 50 percent sold.

112. In June 2008, defendant Timothy P. Rizzo stated to plaintiff James J. Reed that the building was 70 percent sold. This was consistent with statements made to Mr. Reed by

defendants that there were only two units left for him to buy in the price range or category of units in which he was interested.

113. On June 10, 2008, defendant Timothy P. Rizzo falsely stated to plaintiff Richard J. Koehler that over 50 percent of the units were sold.

114. On or shortly before June 11, 2008, defendant Asher R. Kahn or a sales representative in the Murano Sales Office told Virginia Wycoff, an appraiser engaged by Wachovia Bank, that 181 units had been sold. This statement was used by the appraiser and Wachovia Bank in connection with a decision to issue a purchase money mortgage loan to Mr. and Ms. Mosenkis for their purchase of a unit in the Murano.

115. On or shortly before June 13, 2008, one or more of the defendants informed Kryss McCook, an appraiser engaged for the purpose of assisting in the determination of whether mortgage financing should be made available for purchase of a unit by Mr. and Ms. Koehler, that 140 units had been sold. Defendants continued to make this and similar material misstatements to representatives of or lenders to Mr. and Ms. Koehler through and until their closing in December 2008.

116. On or shortly before June 20, 2008, defendant Asher R. Kahn or a sales representative in the Murano Sales Office told Virginia Wycoff, an appraiser engaged by Wachovia Bank, that 181 units had been sold. This statement was used by the appraiser and Wachovia Bank in connection with a decision to issue a purchase money mortgage loan to Ms. Chase and in connection with her purchase of a unit in the Murano.

117. In or about July 2008, in anticipation of the closing on and financing of Dr. Stierstorfer's unit, a representative at the Murano Sales Office told Dr. Stierstorfer that more than 50 percent of the units in the Murano were sold or under contract.

118. On or shortly before July 1, 2008, defendant Asher R. Kahn or a sales representative working in the Murano Sales Office told an appraiser who was evaluating the unit to be bought by Ms. Newman that 181 units had been sold. This statement was used by the appraiser and a lender in connection with a decision to issue a purchase money mortgage loan to Ms. Newman and in connection with her purchase of a unit in the Murano.

119. On or shortly before July 1, 2008, defendant Asher R. Kahn, or a sales representative in the Murano Sales Office told Virginia Wycoff, an appraiser engaged by Wachovia Bank, that 181 units had been sold. This statement was used by the appraiser and Wachovia Bank in connection with a decision to issue a purchase money mortgage loan to Mr. and Ms. Schwartz and in connection with their purchase of a unit in the Murano.

120. On or about July 2, 2008, as plaintiffs and others were starting to move into the building, the Developer, Realtor, and Marketing Defendants, and each of them, stated or caused to be stated to the public that 70 percent of the units in the Murano had been sold.

121. On or shortly before July 16, 2008, defendant Asher R. Kahn or a sales representative in the Murano Sales Office told Virginia Wycoff, an appraiser engaged by Wachovia Bank, that 181 units had been sold. This statement was intended for use by the appraiser and Wachovia Bank in connection with a pending decision on whether to issue a purchase money mortgage loan to Mr. Barkan, assignor to plaintiff P'Tari LLC, and in connection with the purchase of a unit in the Murano.

122. On or about July 16, 2008, defendant Asher R. Kahn told Mr. Limbacher, in connection with his effort to obtain mortgage financing on his purchase, that all but about 50 of the 302 units in the Murano had been sold.

123. On or shortly before July 17, 2008, defendant Asher R. Kahn or a sales representative working in the Murano Sales Office, told Virginia Wycoff, an appraiser engaged by Wachovia Bank, that 181 units had been sold. This statement was used by the appraiser and Wachovia Bank in connection with a decision to issue a purchase money mortgage loan to Paul Lazar and Dana Lazar and in connection with their purchase of a unit in the Murano.

124. On or about July 22, 2008, defendant Alan Edward Casnoff falsely told a lender who was considering lending money to finance the purchase of the unit bought by Mr. and Ms. Molina that 45 units had been conveyed and 102 were under contract.

125. In July 2008, Paul Lazar and Dana Lazar were told by sales representatives in the Murano Sales Office that the building was more than 50 percent sold.

126. In or around July 2008, defendants or a person authorized to speak for one of more of them falsely stated to an appraiser who was engaged for the purpose of determining whether Dr. and Ms. Krain would receive purchase money mortgage financing for their units that 140 units had been sold or were under contract.

127. On or about July 30, 2008, defendant Peter L. Shaw falsely told Ms. Marks that the amount of units sold or under contract was “much higher” than 30 percent; he stated or implied that about half of the units had been sold or were under contract.

**E. The Title and Closing Service Company and the Building Managers Join the Campaign to Deceive**

128. In order to maintain the appearance of brisk sales, to prevent the deception that was being carried on from being discovered, and to keep sales going, the Developer, Marketing, and Real Estate Defendants induced defendants Stonehenge Advisors, Inc. and Stonehenge-Murano, Inc. to participate in the effort to deceive plaintiffs and the market about the level of sales. People who knew the truth about the low level of sales of units at the Murano and who

dealt with plaintiffs and other residents had to be prevented from telling the truth about occupancy and sales levels for as long as possible.

129. As described below, defendants continued to pursue the other aspects of the campaign to deceive and defraud, including misstatements to prospective buyers, some of whom are plaintiffs in this matter, to lenders and appraisers, and to people who had already purchased units in the Murano.

130. Defendant Stonehenge Advisors, Inc. and Stonehenge Murano, Inc., through its site manager, told Mr. Koehler on October 7, 2008 that 60 percent of the units had been sold and that 120 units had been occupied.

131. On or about October 14, 2008, defendant Asher R. Kahn or a sales representative at the Murano Sales Office stated to Brad Lasch of Atlantic Coast Appraisals, LLC, an appraiser engaged by Colonial Mortgage Service Company of America for the purpose of assisting that company in determining Mr. Yeager's eligibility for financing, that 120 units had been sold.

132. On or about November 18, 2008, defendant Asher R. Kahn told M. James Updyke, an appraiser engaged by Wachovia Bank for purposes of evaluating whether a purchase money mortgage note should be given to Mr. and Ms. Schwartz, that 211 units had been sold.

133. In order to maintain the appearance of brisk sales, prevent the deception carried on from being discovered, and keep sales going, the Developer, Marketing, and Real Estate Defendants induced defendant SearchTec Abstract, Inc. to participate in the effort to deceive plaintiffs and the market about levels of sales. People such as representatives of SearchTec Abstract, Inc., who knew the truth about the low level of sales of units at the Murano and who dealt with plaintiffs and other residents, had to be prevented from telling the truth about occupancy and sales levels for as long as possible.

134. Defendant SearchTec Abstract, Inc., through its title clerk, told Mr. Koehler on December 8, 2008 that the building was about 60 percent occupied.

135. In or around January 2009, a defendant or a person working at the direction of a defendant told Robert Yizzi, an appraiser engaged by Trident Mortgage Company to assist in a determination about financing for the unit being bought by Mr. Gallagher and Ms. Rowan, that 272 units had been sold, categorizing 115 units as having been settled and 157 as “pending sales.”

136. In March 2009, one or more of the defendants informed an appraiser who was gathering information in connection with the proposed refinancing of the unit bought by Ms. Lenox that 279 units had been sold.

137. In or around April 2009, a defendant or a person working at the direction of a defendant told an appraiser engaged by Trident Mortgage Company to assist in a determination about financing to be secured by the unit bought by Ms. Crooks that 249 units had been sold, categorizing 125 units as having been settled and 124 as “pending sales.” This defendant also falsely told the appraiser that 285 units were or would be owner occupied.

138. In or around April 2009, before Mr. Tsai signed an agreement of sale for Unit 1507, defendant Asher R. Kahn falsely stated to Mr. Tsai that about 180 units had been sold and that there were only about three units remaining in the building that could be sold for under \$400,000. Plaintiff Tsai relied on these statements in deciding whether to sign an agreement of sale and in deciding to proceed to closing. By the time of closing, defendants had made plans to make a substantial number of units available for sale at well under \$400,000, and proceeded to induce Mr. Tsai to close on his unit without disclosing this material fact.

139. In June or July 2009, after the Developer, Realtor, and Marketing Defendants informed the public that a substantial number of units would be auctioned, defendant Timothy P. Rizzo falsely told Mr. Tokarchyk and Ms. Tokarchyk that 70 percent of the units in the building had been sold.

140. In or around August 2009, defendant Asher R. Kahn or a sales representative at the Murano Sales Office told Thomas Koenig, an appraiser with The Silverman Group engaged by Wells Fargo Bank, N.A. for purposes of assisting in the evaluation of a refinance loan application made by Mr. Brinson, that 177 units had been sold.

141. Plaintiffs are informed and believe that the defendants, and each of them, made other materially false and misleading statements to plaintiffs and to others, including other purchasers, prospective purchasers, financiers, participants in the real estate market, and the general public, at various times between the inception of marketing and sales in 2005 and the present, all of which had an impact on the value of units in the Murano and on decisions that plaintiffs made with respect to the units that they purchased as outlined in this Complaint. Those other materially false and misleading statements will be identified in the course of discovery in this matter.

### **III. FACTS COMMON TO ALL LEGAL CLAIMS**

#### **A. Relationships Among Defendants and Licensing Status of Some Defendants**

142. At all times relevant to this Complaint, each of the Developer Defendants other than the Developer has been a controlling person or entity of TPG/P&A 2101 Market, L.P.

143. At all times relevant to this Complaint, the Developer Defendants, and each of them, have been able to exercise, and have exercised, control over the sales and marketing activities described in this Complaint, including the deceptive and/or misleading aspects thereof.

144. At all times relevant to this Complaint, the Developer Defendants, and each of them, acquiesced in and/or acted with knowledge of the deceptive and/or misleading sales and marketing activities described in this Complaint.

145. At all times relevant to this Complaint, the Developer Defendants, and each of them, acted with reckless disregard for the deceptive and/or misleading sales and marketing activities described in this Complaint.

146. At all times relevant to this Complaint, the Developer Defendants, and each of them, had the ability, with reasonable exercise of care and due diligence, to know of the deceptive and/or misleading sales and marketing activities described in this Complaint.

147. At all times relevant to this Complaint, the Marketing and Real Estate Defendants, and each of them, acted in their capacity as, and within the scope of their employment or engagement as, agents of the Developer Defendants and/or of the Developer.

148. At all times relevant to this Complaint, the Marketing and Real Estate Defendants, and each of them, acted as agents of the Developer Defendants and/or the Developer pursuant to their express authority, and/or implied authority as deemed necessary and proper to carry out their agency, and/or apparent authority as held out by the Developer Defendants and/or by the Developer.

149. At all times relevant to this Complaint, the Developer Defendants knew of the Marketing and Real Estate Defendants' actions and ratified and/or affirmed those actions by, *inter alia*, accepting the benefits of the agents' fraudulent and deceptive behavior regarding marketing and sales of units at the Murano.

**B. Facts Common to All Plaintiffs' Claims Under Pennsylvania Common Law (Fraud and Negligence)**

150. Beginning with the start of marketing and sales of units in the Murano, the defendants made, authorized, directed, caused to be made, and agreed to have made the specific lies or misstatements as set forth in this Complaint and the other lies and misstatements that may be further revealed in the course of discovery and at trial.

151. In the case of each misstatement, the maker knew that the misstatement was untrue, made the misstatements with reckless disregard for the truth or falsity thereof, or made the misstatements negligently because, in the exercise of due and reasonable care, the maker would have known the misstatements were untrue.

152. In the case of each misstatement, the maker made the misstatement with the expectation that the recipient of the misstatement, including any plaintiff and any other participants in the market, would rely on it. If the maker of the misstatement did not have that expectation, then the maker made it with reckless disregard for whether the recipient would rely on it. If the maker of the misstatement did not have knowledge or reckless disregard on this point, the maker had reason to know that there would be reliance, and would, or should, in the exercise of due and reasonable care, have known that there would be reliance.

153. Any and all misstatements made by defendants Megan Orndorf Rosenberg, Karen Ragan, and Timothy P. Rizzo or any other sales agent or person working in the Murano Sales Office were made at the direction of and pursuant to their employment by defendants Asher R. Kahn and/or Asher Kahn Realty.

154. Any and all misstatements made by, at the direction of, under the supervision of, or in the course of employment by defendant Asher R. Kahn, including those made by defendants Rosenberg, Ragan, Rizzo, or any other sales representative in the Murano Sales

Office, were made at the direction of the Developer Defendants and for their benefit. Any and all misstatements made by, at the direction of, under the supervision of, or in the employ of any Marketing Defendant were made at the direction of the Developer Defendants and for their benefit. Any and all misstatements made by Stonehenge-Murano, Inc., Stonehenge Advisors, Inc., or SearchTec Abstract, Inc. were made at the direction of the Developer Defendants and for their benefit.

155. At all times relevant to this Complaint, the defendants, and each of them, acted with the common and unlawful purpose of misleading the plaintiffs, participants in the market, and the public about the level of sales at the Murano, the availability or unavailability of certain units, the availability or unavailability of parking spaces, the availability of floor to ceiling windows in every unit, and other matters that are the subject of this Complaint.

156. Each defendant conveyed misstatements to the plaintiffs and the public in pursuance of the common purpose of all defendants to mislead the plaintiffs, participants in the market, and the public about the level of sales at the Murano, the availability or unavailability of certain units, the availability or unavailability of parking spaces, the availability of floor to ceiling windows in every unit, and other matters that are the subject of this Complaint.

157. Plaintiffs relied on the misstatements described above, on other misstatements that may be adduced in discovery, and on the market setting created and promoted by the misstatements of the defendants, and were reasonable in doing so.

158. As a result of plaintiffs having relied on the misstatements described above, or other misstatements that may be adduced in discovery and at trial, and on the misleading of and fraud on participants in the market and the market itself, plaintiffs took action in the following forms as applicable to their individual situations: agreement to purchase one or more units;

selection of the units that they purchased and agreed to purchase; agreement on the price(s) that they agreed to pay for the units; purchase of and selection of parking space license(s) and agreement on price(s); entry into financing arrangements and incurring of loan obligations; sales of homes in order to make the move into the Murano possible; incurring of costs associated with improvement, moving into, furnishing, and paying monthly fees on the units and parking space licenses.

159. As a result of the defendants' actions in pursuit of their common purpose to mislead the plaintiffs, participants in the market, and the public, each plaintiff suffered damages.

**C. Facts Common to All Plaintiffs' Claims Under the Interstate Land Sales Full Disclosure Act**

160. Murano Condominium is an active, registered Interstate Land Sales Subdivision, with subdivision ID 31473, and is or was at all relevant times subject to the Interstate Land Sales Full Disclosure Act ("ILSA"), 15 U.S.C. § 1701 et seq. Defendant TPG/P&A 2101 Market, L.P. is the registered developer for Murano Condominium, and is the developer within the meaning of 15 U.S.C. § 1701.

161. The property that plaintiffs purchased, including appurtenant and related licenses and common areas, were "lots" within the meaning of ILSA; the purchases and agreements to purchase and the transactions that are the subject of paragraphs 1.1 through 1.51 of this Complaint were "sales" within the meaning of ILSA.

162. Defendants SearchTec Abstract, Inc., Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, Asher R. Kahn, Asher Kahn Realty, Megan Orndorf Rosenberg, Karen Ragan, and Timothy P. Rizzo are and/or were agents who represented the Developer in the sale of Murano Condominium units.

163. Defendants, and each of them, used means or instruments of transportation or communication in interstate commerce, including use of the mails, wires, newspaper, and Internet, with respect to the marketing and sales of Murano Condominium units.

164. Defendants, and each of them, engaged in one or more devices, schemes, or artifices to defraud each of the plaintiffs and other participants in the market in the sales of the lots that are the subject of this Complaint, within the meaning of 15 U.S.C. § 1703(a)(2)(A).

165. Defendants, and each of them, obtained money from each of the plaintiffs by means of untrue statements of material fact and/or by means of omissions to state material facts necessary in order to make statements of material fact not misleading, as prohibited by 15 U.S.C. § 1703(a)(2)(B)

166. Defendants, and each of them, engaged in one or more transactions, practices, or courses of business that operated as fraud or deceit upon each of the plaintiffs and other participants in the market, as prohibited by 15 U.S.C. § 1703(a)(2)(C).

167. The misleading and false sales practices that violated ILSA included, among other things, false reports of lot sales, including repeatedly claiming that lots were or had been sold when in fact they had not, which is a misleading sales practice and is declared to be a misleading sales practice under ILSA by federal regulation 24 C.F.R. § 1715.25(k).

168. The misleading and false sales practices that violated ILSA included, among other things, the making of statements that lots had good investment value or would increase in value without any support for those statements, which is an unlawful sales practice and is declared to be an unlawful sales practice under ILSA by federal regulation 24 C.F.R. § 1715.20(h).

169. If and to the extent that it may be shown that a particular plaintiff did not rely on any statement that was part of the ILSA violations alleged herein, the violations created market

conditions on which that plaintiff acted and a fraud on the market in which that plaintiff participated.

170. The Developer Defendants, other than the Developer, were controlling persons or aiders and abettors within the meaning of ILSA in that each of them participated in, authorized, enabled, funded, assisted, and/or designed the violations of ILSA committed by the defendants who engaged in the direct violations, such as the making of the false statements alleged in this Complaint and others that may be adduced in discovery or at trial.

171. The Marketing Defendants aided and abetted the person(s) who engaged in the sale of the lots to each of the plaintiffs by making and writing public statements and by development of sales and marketing strategies, publicity, and materials that facilitated the violations of ILSA, including statements made to the press, the trade press, brokers and salespeople, and the public by means of interstate commerce and communications, including the Internet.

**D. Facts Common to All Plaintiffs' Claims Under the Pennsylvania Unfair Trade Practices and Consumer Protection Law**

172. Each plaintiff alleging claims under the Pennsylvania Unfair Trade Practices and Consumer Protection Law (“UTPCPL”), 73 P.S. § 201-1, et seq., made the purchase that is the subject of the Complaint primarily for personal, family, or household purposes, and the purchase was of goods within the meaning of the UTPCPL.

173. In each case where a plaintiff alleges claims under the UTPCPL, the plaintiff justifiably relied on the deceptive and fraudulent acts or practices of the defendants that were the proximate cause of plaintiff’s injuries.

174. The deceptive and fraudulent acts or practices that violated the UTPCPL included and amounted to representations that the property had characteristics and benefits that it did not

have, namely that it was part of a large group – in most cases 60 percent – of units that had been bought from the Developer, and that certain units would have floor to ceiling windows when that was not true. Other mischaracterizations are alleged throughout this Complaint.

175. The deceptive and fraudulent acts or practices alleged created a likelihood of misunderstanding.

176. Defendants intended to induce the purchases that are the subject of this Complaint through the fraudulent or deceptive conduct, acts, and practices alleged in this Complaint.

177. Defendants knew, or had reason to know, or acted with reckless disregard as to whether their conduct was deceptive or fraudulent.

178. Plaintiffs alleging claims under the UTPCPL sustained damages resulting from the deceptive and fraudulent acts and/or practices alleged.

179. The conduct of the defendants involved the advertising, offering for sale, and/or sale of property and things of value.

**COUNT 1 – NEGLIGENCE AND NEGLIGENT MISREPRESENTATION**

**P'Tari LLC v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo**

180. P'Tari LLC incorporates paragraphs 1 – 179 as if fully set forth in this count.

181. Defendants Kahn, Asher Kahn Realty, and Rizzo had a duty to deal honestly and truthfully with Mr. Barkan and plaintiff, and with other participants in the real estate market.

182. Defendants Kahn and Asher Kahn Realty, as well as Citi Habitats Marketing Group, LLC and NRT New York, Inc., had a duty to exercise reasonable care in supervising the work of defendant Rizzo in order to ensure that his representations were true and not misleading.

183. Defendants Kahn and Rizzo made material misrepresentations to Ari Barkan, assignee to plaintiff P'Tari LLC, or to others acting on his behalf or his benefit, as set forth above, including those described in paragraphs 64 and 121.

184. Defendants Kahn and Rizzo made these material misrepresentations as the broker and salesperson for Asher Kahn Realty and at the direction of, in the employ of, for the benefit of, and as agents for defendants Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom should have known that Kahn and Rizzo were making representations that were false, and/or all of whom failed to make a reasonable investigation into whether Kahn and Rizzo were doing so.

185. The defendants identified in this count, and each of them, intended for their material misrepresentations to induce the plaintiff and Mr. Barkan to act on those misrepresentations.

186. Plaintiff justifiably relied on these material misrepresentations, along with and in the context of the other material misrepresentations described in the Complaint.

187. The defendants' material misrepresentations were the proximate cause of plaintiff's injuries.

WHEREFORE, plaintiff P'Tari LLC demands judgment in its favor and against defendants Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 2 – FRAUD/INTENTIONAL MISREPRESENTATION  
AND THE AIDING AND ABETTING THEREOF**

**P’Tari LLC v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo**

188. P’Tari LLC incorporates paragraphs 1 – 187 as if fully set forth in this count.

189. Defendants Kahn and Rizzo knew that the misstatements they made were false, material, and misleading, and they intended that Mr. Barkan or P’Tari LLC would rely on them.

190. Defendants Kahn and Rizzo made these material misrepresentations as the broker and salesperson for Asher Kahn Realty and at the direction of, in the employ of, as agents for, and for the benefit of defendants Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom knew of the misrepresentations and their falsity and intended to benefit from them.

191. Plaintiff justifiably relied on these material misrepresentations, along with and in the context of other misrepresentations defendants made.

192. The defendants who did not directly make material representations to plaintiff aided, abetted, directed, or controlled the making of them and benefitted from them.

193. Defendants, and each of them, committed fraud/intentional misrepresentation in concert with one another pursuant to a common scheme and/or design to defraud plaintiff and the public. Defendants, and each of them, knew that the other’s conduct constituted a breach of duty to plaintiff and gave substantial assistance to the others to accomplish the fraud set forth in this Complaint.

194. Each defendant’s conduct, if considered separately, constitutes a breach of his, her, or its duties to plaintiff.

195. The defendants' material misrepresentations were the proximate cause of plaintiff's injuries.

WHEREFORE, plaintiff P'Tari LLC demands judgment in its favor and against defendants Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, including actual and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 3 – VIOLATION OF THE INTERSTATE LAND SALES FULL DISCLOSURE ACT AND THE AIDING AND ABETTING THEREOF**

**P'Tari, LLC v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo**

196. P'Tari LLC incorporates paragraphs 1 – 196 as if fully set forth in this count.

197. The Developer, the other Developer Defendants, the Marketing Defendants, Kahn, Asher Kahn Realty, and Rizzo used means or instruments of transportation or communication in interstate commerce, including use of the mails, with respect to the offer to sell and/or sale of lots, and engaged in a scheme or artifice to defraud, obtained money by means of an untrue statement of material fact, and/or engaged in a transaction, practice, or course of business that operated or would operate as a fraud or deceit upon the purchaser and on the market in violation of the Interstate Land Sales Full Disclosure Act ("ILSA").

198. The Developer, the other Developer Defendants, the Marketing Defendants, Kahn, Asher Kahn Realty, and Rizzo are liable for damages and other remedies under ILSA as sellers or as the sellers' agents.

199. Defendants identified in this count, and each of them, knew that the other's conduct constituted a breach of duty to plaintiff and gave substantial assistance to the others to accomplish the ILSA violations described in this Complaint.

200. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties under ILSA.

WHEREFORE, plaintiff P'Tari LLC demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with other remedies authorized by ILSA, including interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 4 – VIOLATION OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES  
AND CONSUMER PROTECTION LAW AND  
THE AIDING AND ABETTING THEREOF**

**P'Tari LLC v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo**

201. P'Tari LLC incorporates paragraphs 1 – 200 as if fully set forth in this count.

202. Plaintiff is a purchaser of real estate primarily used for personal, family, or household purposes.

203. Defendants knowingly or recklessly engaged in deception or fraud that included making, or causing to be made, or assisting in the making of material misrepresentations to plaintiff and the public on which plaintiff justifiably relied in connection with plaintiff's purchase of a unit in the Murano.

204. This fraud and/or deceptive conduct was the proximate cause of plaintiff's injuries.

205. Defendants, and each of them, committed fraud and fraud on the market in concert with one another pursuant to a common scheme and/or design to defraud plaintiff and the public in violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law (“UTPCPL”).

206. Defendants, and each of them, engaged in deceptive conduct in concert with one another pursuant to a common scheme and/or design to deceive plaintiff and the public in violation of the UTPCPL.

207. Defendants, and each of them, knew that the other’s conduct constituted a breach of duty to plaintiff and gave substantial assistance to the others to accomplish the deceptive conduct set forth in this Complaint.

208. Each defendant’s conduct, if considered separately, constitutes a breach of his, her, or its duties under the UTPCPL.

WHEREFORE, plaintiff P’Tari LLC demands judgment in its favor and against defendants Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with treble damages as permitted by statute, interest, costs, attorneys’ fees as permitted by statute, and other relief the Court deems appropriate.

**COUNT 5 – CIVIL CONSPIRACY  
TO COMMIT FRAUD AND TO VIOLATE ILSA AND THE UTPCPL**

**P’Tari LLC v. All Defendants**

209. P’Tari LLC incorporates paragraphs 1 – 208 as if fully set forth in this count.

210. The defendants, and each of them, acted with the common and unlawful purpose of misleading plaintiff about the level of sales at the Murano, the availability or unavailability of certain units, the availability or unavailability of parking spaces, and other material matters.

211. The defendants, and each of them, conveyed these misstatements to plaintiff and others in the market in pursuit of the common purpose to mislead plaintiff and the public.

212. Those defendants who did not make misstatements directly to plaintiff or to its privy, Ari Barkan, including those defendants who did not participate in the conspiracy until after misstatements were made to plaintiff or its privy, Ari Barkan, conspired with and agreed with the defendants who did in order to advance the purposes of the conspiracy alleged herein.

213. All defendants joined, agreed, and conspired to defraud plaintiff P'Tari LLC and others, and to damage plaintiff and others in violation of ILSA and UTPCPL.

214. As a result of the defendants' actions in pursuit of their common purpose to mislead plaintiff and the public, the plaintiff suffered damages.

WHEREFORE, plaintiff P'Tari LLC demands judgment in its favor and against each and every defendant for a sum in excess of \$50,000 and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 6 – NEGLIGENCE AND NEGLIGENT MISREPRESENTATION**

**Russ Berenstein v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, and Asher Kahn Realty**

215. Russ Berenstein incorporates paragraphs 1 – 179 as if fully set forth in this count.

216. Defendants Kahn, Asher Kahn Realty, and Casnoff had a duty to deal honestly and truthfully with plaintiff and with other participants in the real estate market.

217. Defendants Kahn and Asher Kahn Realty, as well as Citi Habitats Marketing Group, LLC and NRT New York, Inc., and Casnoff had a duty to exercise reasonable care in

supervising those who worked in the Murano Sales Office and spoke on behalf of the Murano sales effort in order to ensure that representations made by anyone in or on behalf of the Murano Sales Office were true and not misleading.

218. One or more representatives in the Murano Sales Office and Casnoff made material misrepresentations to Russ Berenstein and his lender, as set forth above, including those described in paragraphs 46, 69, 107, and 111.

219. The sales representative making the material representations did so in the course of employment for Asher Kahn Realty and at the direction of, in the employ of, for the benefit of, and as an agent for defendants Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom should have known that Kahn's employees were making representations that were false, and/or all of whom failed to make a reasonable investigation into whether Kahn and his employees were doing so.

220. The defendants identified in this count, and each of them, intended for their material misrepresentations to induce the plaintiff to act on those misrepresentations.

221. Plaintiff justifiably relied on these material misrepresentations, along with and in the context of the other material misrepresentations described in the Complaint.

222. The defendants' material misrepresentations were the proximate cause of plaintiff's injuries.

WHEREFORE, plaintiff Russ Berenstein demands judgment in his favor and against defendants Asher R. Kahn, Asher Kahn Realty, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC,

Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 7 – FRAUD/INTENTIONAL MISREPRESENTATION  
AND THE AIDING AND ABETTING THEREOF**

**Russ Berenstein v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, and Asher Kahn Realty**

223. Russ Berenstein incorporates paragraphs 1 – 179 and 215 – 222 as if fully set forth in this count.

224. Defendants Kahn, Asher Kahn Realty and its employees, and Casnoff knew that the misstatements they made were false, material, and misleading, and they intended that Russ Berenstein would rely on them.

225. Defendants Kahn, Asher Kahn Realty and its employees, and Casnoff made these material misrepresentations at the direction of, in the employ of, as agents for, and for the benefit of defendants Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom knew of the misrepresentations and their falsity and intended to benefit from them.

226. Plaintiff justifiably relied on these material misrepresentations, along with and in the context of other misrepresentations defendants made.

227. The defendants who did not directly make material representations to plaintiffs aided, abetted, directed, or controlled the making of them and benefitted from them.

228. Defendants, and each of them, committed fraud/intentional misrepresentation in concert with one another pursuant to a common scheme and/or design to defraud plaintiff and the

public. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiff and gave substantial assistance to the others to accomplish the fraud set forth in this Complaint.

229. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties to plaintiff.

230. The defendants' material misrepresentations were the proximate cause of plaintiff's injuries.

WHEREFORE, plaintiff Russ Berenstein demands judgment in his favor and against defendants Asher R. Kahn, Asher Kahn Realty, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, including actual and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 8 – VIOLATION OF THE INTERSTATE LAND SALES FULL DISCLOSURE  
ACT AND THE AIDING AND ABETTING THEREOF**

**Russ Berenstein v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, and Asher Kahn Realty**

231. Russ Berenstein incorporates paragraphs 1 – 179 and 215 – 230- as if fully set forth in this count.

232. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, and Asher Kahn Realty used means or instruments of transportation or communication in interstate commerce, including use of the mails, with respect to the offer to sell and/or sale of lots, and engaged in a scheme or artifice to defraud, obtained money by means of an untrue statement of material fact, and/or engaged in a transaction, practice, or course of

business that operated or would operate as a fraud or deceit upon the purchaser and on the market in violation of the Interstate Land Sales Full Disclosure Act (“ILSA”).

233. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, and Asher Kahn Realty are liable for damages and other remedies under ILSA as sellers or as the sellers’ agents.

234. Defendants identified in this count, and each of them, knew that the other’s conduct constituted a breach of duty to plaintiff and gave substantial assistance to the others to accomplish the ILSA violations described in this Complaint.

235. Each defendant’s conduct, if considered separately, constitutes a breach of his, her, or its duties under ILSA.

WHEREFORE, plaintiff Russ Berenstein demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with other remedies authorized by ILSA, including interest, costs, attorneys’ fees, and other relief the Court deems appropriate.

**COUNT 9 – VIOLATION OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES  
AND CONSUMER PROTECTION LAW  
AND THE AIDING AND ABETTING THEREOF**

**Russ Berenstein v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, and Asher Kahn Realty**

236. Russ Berenstein incorporates paragraphs 1 – 179 and 215 – 235 as if fully set forth in this count.

237. Plaintiff is a purchaser of real estate primarily used for personal, family, or household purposes.

238. Defendants knowingly or recklessly engaged in deception or fraud that included making, or causing to be made, or assisting in the making of material misrepresentations to plaintiff and the public on which plaintiff justifiably relied in connection with plaintiff's purchase of a unit in the Murano.

239. This fraud and/or deceptive conduct was the proximate cause of plaintiff's injuries.

240. Defendants, and each of them, committed fraud and fraud on the market in concert with one another pursuant to a common scheme and/or design to defraud plaintiff and the public in violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law ("UTPCPL").

241. Defendants, and each of them, engaged in deceptive conduct in concert with one another pursuant to a common scheme and/or design to deceive plaintiff and the public in violation of the UTPCPL.

242. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiff and gave substantial assistance to the others to accomplish the deceptive conduct set forth in this Complaint.

243. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties under the UTPCPL.

WHEREFORE, plaintiff Russ Berenstein demands judgment in his favor and against defendants Asher R. Kahn, Asher Kahn Realty, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for

a sum in excess of \$50,000 together with treble damages as permitted by statute, interest, costs, attorneys' fees as permitted by statute, and other relief the Court deems appropriate.

**COUNT 10 – CIVIL CONSPIRACY  
TO COMMIT FRAUD AND TO VIOLATE ILSA AND THE UTPCPL**

**Russ Berenstein v. All Defendants**

244. Russ Berenstein incorporates paragraphs 1 – 179 and 215 – 243 as if fully set forth in this count.

245. The defendants, and each of them, acted with the common and unlawful purpose of misleading plaintiff about the level of sales at the Murano, the availability or unavailability of certain units, the availability or unavailability of parking spaces, and other material matters.

246. The defendants, and each of them, conveyed these misstatements to plaintiff and others in the market in pursuit of the common purpose to mislead plaintiff and the public.

247. Those defendants who did not make misstatements directly to plaintiff, including those defendants who did not participate in the conspiracy until after misstatements were made to plaintiff, conspired with and agreed with the defendants who did in order to advance the purposes of the conspiracy alleged herein.

248. All defendants joined, agreed, and conspired to defraud plaintiff and others, and to damage plaintiff and others in violation of ILSA and UTPCPL.

249. As a result of the defendants' actions in pursuit of their common purpose to mislead plaintiff and the public, the plaintiff suffered damages.

WHEREFORE, plaintiff Russ Berenstein demands judgment in his favor and against each and every defendant for a sum in excess of \$50,000 and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 11 – NEGLIGENCE AND NEGLIGENT MISREPRESENTATION**

**Jeffrey Boyle v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo**

250. Jeffrey Boyle incorporates paragraphs 1 – 179 as if fully set forth in this count.

251. Defendants Kahn, Asher Kahn Realty, and Rizzo had a duty to deal honestly and truthfully with plaintiff and with other participants in the real estate market.

252. Defendants Kahn and Asher Kahn Realty, as well as Citi Habitats Marketing Group, LLC and NRT New York, Inc., had a duty to exercise reasonable care in supervising the work of defendant Rizzo in order to ensure that his representations were true and not misleading.

253. Defendants Kahn and Rizzo made material misrepresentations to Mr. Boyle, as set forth above, including those described in paragraph 47.

254. Defendants Kahn and Rizzo made these material misrepresentations as the broker and salesperson for Asher Kahn Realty and at the direction of, in the employ of, for the benefit of, and as agents for defendants Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom knew or should have known that Kahn and Rizzo were making representations that were false, and/or all of whom failed to make a reasonable investigation into whether Kahn and Rizzo were doing so.

255. The defendants identified in this count, and each of them, intended for their material misrepresentations to induce the plaintiff to act on those misrepresentations.

256. Plaintiff justifiably relied on these material misrepresentations, along with and in the context of the other material misrepresentations described in the Complaint.

257. The defendants' material misrepresentations were the proximate cause of plaintiff's injuries.

WHEREFORE, plaintiff Jeffrey Boyle demands judgment in his favor and against defendants Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 12 – FRAUD/INTENTIONAL MISREPRESENTATION  
AND THE AIDING AND ABETTING THEREOF**

**Jeffrey Boyle v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo**

258. Jeffrey Boyle incorporates paragraphs 1 – 179 and 250 – 257 as if fully set forth in this count.

259. Defendants Kahn and Rizzo knew that the misstatements they made were false, material, and misleading, and they intended that Mr. Boyle would rely on them.

260. Defendants Kahn and Rizzo made these material misrepresentations as the broker and salesperson for Asher Kahn Realty and at the direction of, in the employ of, as agents for, and for the benefit of defendants Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom knew of the misrepresentations and their falsity and intended to benefit from them.

261. Plaintiff justifiably relied on these material misrepresentations, along with and in the context of other misrepresentations defendants made.

262. The defendants who did not directly make material representations to plaintiff aided, abetted, directed, or controlled the making of them and benefitted from them.

263. Defendants, and each of them, committed fraud/intentional misrepresentation in concert with one another pursuant to a common scheme and/or design to defraud plaintiff and the public. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiff and gave substantial assistance to the others to accomplish the fraud set forth in this Complaint.

264. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties to plaintiff.

265. The defendants' material misrepresentations were the proximate cause of plaintiff's injuries.

WHEREFORE, plaintiff Jeffrey Boyle demands judgment in his favor and against defendants Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, including actual and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 13 – VIOLATION OF THE INTERSTATE LAND SALES FULL DISCLOSURE  
ACT AND THE AIDING AND ABETTING THEREOF**

**Jeffrey Boyle v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo**

266. Jeffrey Boyle incorporates paragraphs 1 – 179 and 250 – 265 as if fully set forth in this count.

267. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo used means or instruments of transportation or communication in interstate commerce, including use of the mails, with respect to the offer to sell and/or sale of lots, and engaged in a scheme or artifice to defraud, obtained money by means of an untrue statement of material fact, and/or engaged in a transaction, practice, or course of business that operated or would operate as a fraud or deceit upon the purchaser and on the market in violation of the Interstate Land Sales Full Disclosure Act (“ILSA”).

268. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo are liable for damages and other remedies under ILSA as sellers or as the sellers’ agents.

269. Defendants identified in this count, and each of them, knew that the other’s conduct constituted a breach of duty to plaintiff and gave substantial assistance to the others to accomplish the ILSA violations described in this Complaint.

270. Each defendant’s conduct, if considered separately, constitutes a breach of his, her, or its duties under ILSA.

WHEREFORE, plaintiff Jeffrey Boyle demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with other remedies authorized by ILSA, including interest, costs, attorneys’ fees, and other relief the Court deems appropriate.

**COUNT 14 – VIOLATION OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES  
AND CONSUMER PROTECTION LAW AND  
THE AIDING AND ABETTING THEREOF**

**Jeffrey Boyle v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo**

271. Jeffrey Boyle incorporates paragraphs 1 – 179 and 250 – 270 as if fully set forth in this count.

272. Plaintiff is a purchaser of real estate primarily used for personal, family, or household purposes.

273. Defendants knowingly or recklessly engaged in deception or fraud that included making, or causing to be made, or assisting in the making of material misrepresentations to plaintiff and the public on which plaintiff justifiably relied in connection with plaintiff's purchase of a unit in the Murano.

274. This fraud and/or deceptive conduct was the proximate cause of plaintiff's injuries.

275. Defendants, and each of them, committed fraud and fraud on the market in concert with one another pursuant to a common scheme and/or design to defraud plaintiff and the public in violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law ("UTPCPL").

276. Defendants, and each of them, engaged in deceptive conduct in concert with one another pursuant to a common scheme and/or design to deceive plaintiff and the public in violation of the UTPCPL.

277. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiff and gave substantial assistance to the others to accomplish the deceptive conduct set forth in this Complaint.

278. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties under the UTPCPL.

WHEREFORE, plaintiff Jeffrey Boyle demands judgment in his favor and against defendants Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with treble damages as permitted by statute, interest, costs, attorneys' fees as permitted by statute, and other relief the Court deems appropriate.

**COUNT 15 – CIVIL CONSPIRACY  
TO COMMIT FRAUD AND TO VIOLATE ILSA AND THE UTPCPL**

**Jeffrey Boyle v. All Defendants**

279. Jeffrey Boyle incorporates paragraphs 1 – 179 and 250 – 278 as if fully set forth in this count.

280. The defendants, and each of them, acted with the common and unlawful purpose of misleading plaintiff about the level of sales at the Murano, the availability or unavailability of certain units, the availability or unavailability of parking spaces, and other material matters.

281. The defendants, and each of them, conveyed these misstatements to plaintiff and others in the market in pursuit of the common purpose to mislead plaintiff and the public.

282. Those defendants who did not make misstatements directly to plaintiff, including those defendants who did not participate in the conspiracy until after misstatements were made to plaintiff, conspired with and agreed with the defendants who did in order to advance the purposes of the conspiracy alleged herein.

283. All defendants joined, agreed, and conspired to defraud plaintiff and others, and to damage plaintiff and others in violation of ILSA and UTPCPL.

284. As a result of the defendants' actions in pursuit of their common purpose to mislead plaintiff and the public, the plaintiff suffered damages.

WHEREFORE, plaintiff Jeffrey Boyle demands judgment in his favor and against each and every defendant for a sum in excess of \$50,000 and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 16 – NEGLIGENCE AND NEGLIGENT MISREPRESENTATION**

**Matthew Braunbeck v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Megan Orndorf Rosenberg**

285. Matthew Braunbeck incorporates paragraphs 1 – 179 as if fully set forth in this count.

286. Defendants Kahn, Asher Kahn Realty, and Rosenberg had a duty to deal honestly and truthfully with plaintiff and with other participants in the real estate market.

287. Defendants Kahn and Asher Kahn Realty, as well as Citi Habitats Marketing Group, LLC and NRT New York, Inc., had a duty to exercise reasonable care in supervising the work of defendant Rosenberg in order to ensure that her representations were true and not misleading.

288. Defendant Rosenberg made material misrepresentations to Mr. Braunbeck as set forth above, including those described in paragraph 87.

289. Defendant Rosenberg made these material misrepresentations as the salesperson for Asher Kahn Realty and at the direction of, in the employ of, for the benefit of, and as an agent for defendants Asher Kahn, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas

Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom knew or should have known that Rosenberg was making representations that were false, and/or all of whom failed to make a reasonable investigation into whether she was doing so.

290. The defendants identified in this count, and each of them, intended for their material misrepresentations to induce the plaintiff to act on those misrepresentations.

291. Plaintiff justifiably relied on these material misrepresentations, along with and in the context of the other material misrepresentations described in the Complaint.

292. The defendants' material misrepresentations were the proximate cause of plaintiff's injuries.

WHEREFORE, plaintiff Matthew Braunbeck demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, including actual and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 17 – FRAUD/INTENTIONAL MISREPRESENTATION  
AND THE AIDING AND ABETTING THEREOF**

**Matthew Braunbeck v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, Asher Kahn Realty, and Megan Orndorf Rosenberg**

293. Matthew Braunbeck incorporates paragraphs 1 – 179 and 285 – 292 as if fully set forth in this count.

294. Defendant Rosenberg knew that the misstatements she made were false, material, and misleading, and intended that Mr. Braunbeck would rely on them.

295. Defendant Rosenberg made these material misrepresentations as the salesperson for Asher Kahn Realty and at the direction of, in the employ of, as an agent for, and for the benefit of defendants Asher Kahn, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom knew of the misrepresentations and their falsity and intended to benefit from them.

296. Plaintiff justifiably relied on these material misrepresentations, along with and in the context of other misrepresentations defendants made.

297. The defendants who did not directly make material representations to plaintiff aided, abetted, directed, or controlled the making of them and benefitted from them.

298. Defendants, and each of them, committed fraud/intentional misrepresentation in concert with one another pursuant to a common scheme and/or design to defraud plaintiff and the public. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiff and gave substantial assistance to the others to accomplish the fraud set forth in this Complaint.

299. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties to plaintiff.

300. The defendants' material misrepresentations were the proximate cause of plaintiff's injuries.

WHEREFORE, plaintiff Matthew Braunbeck demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Megan Orndorf Rosenberg, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff,

and Peter L. Shaw for a sum in excess of \$50,000, including actual and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 18 – VIOLATION OF THE INTERSTATE LAND SALES FULL DISCLOSURE ACT AND THE AIDING AND ABETTING THEREOF**

**Matthew Braunbeck v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Megan Orndorf Rosenberg**

301. Matthew Braunbeck incorporates paragraphs 1 – 179 and 285 – 300 as if fully set forth in this count.

302. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Megan Orndorf Rosenberg used means or instruments of transportation or communication in interstate commerce, including use of the mails, with respect to the offer to sell and/or sale of lots, and engaged in a scheme or artifice to defraud, obtained money by means of an untrue statement of material fact, and/or engaged in a transaction, practice, or course of business that operated or would operate as a fraud or deceit upon the purchaser and on the market in violation of the Interstate Land Sales Full Disclosure Act (“ILSA”).

303. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Megan Orndorf Rosenberg are liable for damages and other remedies under ILSA as sellers or as the sellers' agents.

304. Defendants identified in this count, and each of them, knew that the other's conduct constituted a breach of duty to plaintiff and gave substantial assistance to the others to accomplish the ILSA violations described in this Complaint.

305. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties under ILSA.

WHEREFORE, plaintiff Matthew Braunbeck demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Megan Orndorf Rosenberg, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with other remedies authorized by ILSA, including interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 19 – VIOLATION OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES  
AND CONSUMER PROTECTION LAW AND  
THE AIDING AND ABETTING THEREOF**

**Matthew Braunbeck v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, Asher Kahn Realty, and Megan Orndorf Rosenberg**

306. Matthew Braunbeck incorporates paragraphs 1 – 179 and 285 – 305 as if fully set forth in this count.

307. Plaintiff is a purchaser of real estate primarily used for personal, family, or household purposes.

308. Defendants knowingly or recklessly engaged in deception or fraud that included making, or causing to be made, or assisting in the making of material misrepresentations to plaintiff and the public on which plaintiff justifiably relied in connection with plaintiff's purchase of a unit in the Murano.

309. This fraud and/or deceptive conduct was the proximate cause of plaintiff's injuries.

310. Defendants, and each of them, committed fraud and fraud on the market in concert with one another pursuant to a common scheme and/or design to defraud plaintiff and the

public in violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law (“UTPCPL”).

311. Defendants, and each of them, engaged in deceptive conduct in concert with one another pursuant to a common scheme and/or design to deceive plaintiff and the public in violation of the UTPCPL.

312. Defendants, and each of them, knew that the other’s conduct constituted a breach of duty to plaintiff and gave substantial assistance to the others to accomplish the deceptive conduct set forth in this Complaint.

313. Each defendant’s conduct, if considered separately, constitutes a breach of his, her, or its duties under the UTPCPL.

WHEREFORE, plaintiff Matthew Braunbeck demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Megan Orndorf Rosenberg, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with treble damages as permitted by statute, interest, costs, attorneys’ fees as permitted by statute, and other relief the Court deems appropriate.

**COUNT 20 – CIVIL CONSPIRACY  
TO COMMIT FRAUD AND TO VIOLATE ILSA AND THE UTPCPL**

**Matthew Braunbeck v. All Defendants**

314. Matthew Braunbeck incorporates paragraphs 1 – 179 and 285 – 313 as if fully set forth in this count.

315. The defendants, and each of them, acted with the common and unlawful purpose of misleading plaintiff about the level of sales at the Murano, the availability or unavailability of certain units, the availability or unavailability of parking spaces, and other material matters.

316. The defendants, and each of them, conveyed these misstatements to plaintiff and others in the market in pursuit of the common purpose to mislead plaintiff and the public.

317. Those defendants who did not make misstatements directly to plaintiff, including those defendants who did not participate in the conspiracy until after misstatements were made to plaintiff, conspired with and agreed with the defendants who did in order to advance the purposes of the conspiracy alleged herein.

318. All defendants joined, agreed, and conspired to defraud plaintiff and others, and to damage plaintiff and others in violation of ILSA and UTPCPL.

319. As a result of the defendants' actions in pursuit of their common purpose to mislead plaintiff and the public, the plaintiff suffered damages.

WHEREFORE, plaintiff Matthew Braunbeck demands judgment in his favor and against each and every defendant for a sum in excess of \$50,000 and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

#### **COUNT 21 – NEGLIGENCE AND NEGLIGENT MISREPRESENTATION**

**Larry and Kimberly Braunstein v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo**

320. Larry and Kimberly Braunstein incorporate paragraphs 1 – 179 as if fully set forth in this count.

321. Defendants Kahn, Asher Kahn Realty, and Rizzo had a duty to deal honestly and truthfully with plaintiffs and with other participants in the real estate market.

322. Defendants Kahn and Asher Kahn Realty, as well as Citi Habitats Marketing Group, LLC and NRT New York, Inc., had a duty to exercise reasonable care in supervising the work of defendant Rizzo in order to ensure that his representations were true and not misleading.

323. Defendant Rizzo made material misrepresentations to Mr. and Ms. Braunstein, as set forth above, including those described in paragraph 90.

324. Defendant Rizzo made these material misrepresentations as the salesperson for Asher Kahn Realty and at the direction of, in the employ of, for the benefit of, and as an agent for defendants Asher Kahn, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom knew or should have known that Rizzo was making representations that were false, and/or all of whom failed to make a reasonable investigation into whether Rizzo was doing so.

325. The defendants identified in this count, and each of them, intended for their material misrepresentations to induce the plaintiffs to act on those misrepresentations.

326. Plaintiffs justifiably relied on these material misrepresentations, along with and in the context of the other material misrepresentations described in the Complaint.

327. The defendants' material misrepresentations were the proximate cause of plaintiffs' injuries.

WHEREFORE, plaintiffs Larry and Kimberly Braunstein demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward

Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 22 – FRAUD/INTENTIONAL MISREPRESENTATION  
AND THE AIDING AND ABETTING THEREOF**

**Larry and Kimberly Braunstein v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo**

328. Larry and Kimberly Braunstein incorporate paragraphs 1 – 179 and 320 – 327 as if fully set forth in this count.

329. Defendant Rizzo knew that the misstatements he made were false, material, and misleading, and he intended that Larry and Kimberly Braunstein would rely on them.

330. Defendant Rizzo made these material misrepresentations as the salesperson for Asher Kahn Realty and at the direction of, in the employ of, as an agent for, and for the benefit of defendants Asher R. Kahn, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom knew of the misrepresentations and their falsity and intended to benefit from them.

331. Plaintiffs justifiably relied on these material misrepresentations, along with and in the context of other misrepresentations defendants made.

332. The defendants who did not directly make material representations to plaintiffs aided, abetted, directed, or controlled the making of them and benefitted from them.

333. Defendants, and each of them, committed fraud/intentional misrepresentation in concert with one another pursuant to a common scheme and/or design to defraud plaintiffs and the public. Defendants, and each of them, knew that the other's conduct constituted a breach of

duty to plaintiffs and gave substantial assistance to the others to accomplish the fraud set forth in this Complaint.

334. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties to plaintiffs.

335. The defendants' material misrepresentations were the proximate cause of plaintiffs' injuries.

WHEREFORE, plaintiffs Larry and Kimberly Braunstein demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, including actual and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 23 – VIOLATION OF THE INTERSTATE LAND SALES FULL DISCLOSURE ACT AND THE AIDING AND ABETTING THEREOF**

**Larry and Kimberly Braunstein v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo**

336. Larry and Kimberly Braunstein incorporate paragraphs 1 – 179 and 320 – 335 as if fully set forth in this count.

337. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo used means or instruments of transportation or communication in interstate commerce, including use of the mails, with respect to the offer to sell and/or sale of lots, and engaged in a scheme or artifice to defraud, obtained money by means of an untrue statement of material fact, and/or engaged in a transaction,

practice, or course of business that operated or would operate as a fraud or deceit upon the purchaser and on the market in violation of the Interstate Land Sales Full Disclosure Act (“ILSA”).

338. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo are liable for damages and other remedies under ILSA as sellers or as the sellers’ agents.

339. Defendants identified in this count, and each of them, knew that the other’s conduct constituted a breach of duty to plaintiffs and gave substantial assistance to the others to accomplish the ILSA violations described in this Complaint.

340. Each defendant’s conduct, if considered separately, constitutes a breach of his, her, or its duties under ILSA.

WHEREFORE, plaintiffs Larry and Kimberly Braunstein demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with other remedies authorized by ILSA, including interest, costs, attorneys’ fees, and other relief the Court deems appropriate.

**COUNT 24 – VIOLATION OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES  
AND CONSUMER PROTECTION LAW AND  
THE AIDING AND ABETTING THEREOF**

**Larry and Kimberly Braunstein v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo**

341. Larry and Kimberly Braunstein incorporate paragraphs 1 – 179 and 320 – 340 as if fully set forth in this count.

342. Plaintiffs are purchasers of real estate primarily used for personal, family, or household purposes.

343. Defendants knowingly or recklessly engaged in deception or fraud that included making, or causing to be made, or assisting in the making of material misrepresentations to plaintiffs and the public on which plaintiffs justifiably relied in connection with plaintiffs' purchase of a unit in the Murano.

344. This fraud and/or deceptive conduct was the proximate cause of plaintiffs' injuries.

345. Defendants, and each of them, committed fraud and fraud on the market in concert with one another pursuant to a common scheme and/or design to defraud plaintiffs and the public in violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law ("UTPCPL").

346. Defendants, and each of them, engaged in deceptive conduct in concert with one another pursuant to a common scheme and/or design to deceive plaintiffs and the public in violation of the UTPCPL.

347. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiffs and gave substantial assistance to the others to accomplish the deceptive conduct set forth in this Complaint.

348. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties under the UTPCPL.

WHEREFORE, plaintiffs Larry and Kimberly Braunstein demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC,

TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with treble damages as permitted by statute, interest, costs, attorneys' fees as permitted by statute, and other relief the Court deems appropriate.

**COUNT 25 – CIVIL CONSPIRACY  
TO COMMIT FRAUD AND TO VIOLATE ILSA AND THE UTPCPL**

**Larry and Kimberly Braunstein v. All Defendants**

349. Larry and Kimberly Braunstein incorporate paragraphs 1 – 179 and 320 – 348 as if fully set forth in this count.

350. The defendants, and each of them, acted with the common and unlawful purpose of misleading plaintiffs about the level of sales at the Murano, the availability or unavailability of certain units, the availability or unavailability of parking spaces, and other material matters.

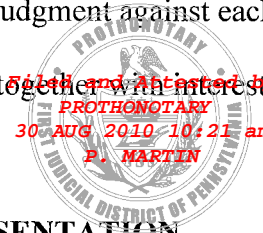
351. The defendants, and each of them, conveyed these misstatements to plaintiffs and others in the market in pursuit of the common purpose to mislead plaintiffs and the public.

352. Those defendants who did not make misstatements directly to plaintiffs, including those defendants who did not participate in the conspiracy until after misstatements were made to plaintiffs, conspired with and agreed with the defendants who did in order to advance the purposes of the conspiracy alleged herein.

353. All defendants joined, agreed, and conspired to defraud plaintiffs and others, and to damage plaintiffs and others in violation of ILSA and UTPCPL.

354. As a result of the defendants' actions in pursuit of their common purpose to mislead plaintiffs and the public, the plaintiffs suffered damages.

WHEREFORE, plaintiffs Larry and Kimberly Braunstein demand judgment against each and every defendant for a sum in excess of \$50,000 and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.



**COUNT 26 – NEGLIGENCE AND NEGLIGENT MISREPRESENTATION**

**David E. Brinson v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo**

355. David E. Brinson incorporates by reference paragraphs 1 – 179 as if fully set forth in this count.

356. Defendants Kahn, Asher Kahn Realty, and Rizzo had a duty to deal honestly and truthfully with plaintiff and with other participants in the real estate market.

357. Defendants Kahn and Asher Kahn Realty, as well as Citi Habitats Marketing Group, LLC and NRT New York, Inc., had a duty to exercise reasonable care in supervising the work of defendant Rizzo in order to ensure that his representations were true and not misleading.

358. Defendants Kahn and Rizzo made material misrepresentations to Mr. Brinson and his lender's appraiser, as set forth above, including those described in paragraphs 68 and 140.

359. Defendants Kahn and Rizzo made these material misrepresentations as the broker and salesperson for Asher Kahn Realty and at the direction of, in the employ of, for the benefit of, and as agents for defendants Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom knew or should have known that Rizzo and Kahn were making representations that were false, and/or all of whom failed to make a reasonable investigation into whether Rizzo and Kahn were doing so.

360. The defendants identified in this count, and each of them, intended for their material misrepresentations to induce the plaintiff to act on those misrepresentations.

361. Plaintiff justifiably relied on these material misrepresentations, along with and in the context of the other material misrepresentations described in the Complaint.

362. The defendants' material misrepresentations were the proximate cause of plaintiff's injuries.

WHEREFORE, plaintiff David E. Brinson demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 27 – FRAUD/INTENTIONAL MISREPRESENTATION  
AND THE AIDING AND ABETTING THEREOF**

**David E. Brinson v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo**

363. David E. Brinson incorporates paragraphs 1 – 179 and 355 – 362 as if fully set forth in this count.

364. Defendants Kahn and Rizzo knew that the misstatements they made were false, material, and misleading, and they intended that Mr. Brinson and his lender would rely on them.

365. Defendant Rizzo and Kahn made these material misrepresentations as the broker and salesperson for Asher Kahn Realty and at the direction of, in the employ of, as agents for, and for the benefit of defendants Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas

Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom knew of the misrepresentations and their falsity and intended to benefit from them.

366. Plaintiff justifiably relied on these material misrepresentations, along with and in the context of other misrepresentations defendants made.

367. The defendants who did not directly make material representations to plaintiff aided, abetted, directed, or controlled the making of them and benefitted from them.

368. Defendants, and each of them, committed fraud/intentional misrepresentation in concert with one another pursuant to a common scheme and/or design to defraud plaintiff and the public. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiff and gave substantial assistance to the others to accomplish the fraud set forth in this Complaint.

369. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties to plaintiff.

370. The defendants' material misrepresentations were the proximate cause of plaintiff's injuries.

WHEREFORE, plaintiff David E. Brinson demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, including actual and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 28 – VIOLATION OF THE INTERSTATE LAND SALES FULL DISCLOSURE  
ACT AND THE AIDING AND ABETTING THEREOF**

**David E. Brinson v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo**

371. David E. Brinson incorporates paragraphs 1 – 179 and 355 – 370 as if fully set forth in this count.

372. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo used means or instruments of transportation or communication in interstate commerce, including use of the mails, with respect to the offer to sell and/or sale of lots, and engaged in a scheme or artifice to defraud, obtained money by means of an untrue statement of material fact, and/or engaged in a transaction, practice, or course of business that operated or would operate as a fraud or deceit upon the purchaser and on the market in violation of the Interstate Land Sales Full Disclosure Act (“ILSA”).

373. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo are liable for damages and other remedies under ILSA as sellers or as the sellers’ agents.

374. Defendants identified in this count, and each of them, knew that the other’s conduct constituted a breach of duty to plaintiff and gave substantial assistance to the others to accomplish the ILSA violations described in this Complaint.

375. Each defendant’s conduct, if considered separately, constitutes a breach of his, her, or its duties under ILSA.

WHEREFORE, plaintiff David E. Brinson demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, Citi Habitats Marketing Group, LLC, NRT New

York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with other remedies authorized by ILSA, including interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 29 – VIOLATION OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES  
AND CONSUMER PROTECTION LAW AND  
THE AIDING AND ABETTING THEREOF**

**David E. Brinson v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo**

376. David E. Brinson incorporates paragraphs 1 – 179 and 355 – 375 as if fully set forth in this count.

377. Plaintiff is a purchaser of real estate primarily used for personal, family, or household purposes.

378. Defendants knowingly or recklessly engaged in deception or fraud that included making, or causing to be made, or assisting in the making of material misrepresentations to plaintiff and the public on which plaintiff justifiably relied in connection with plaintiff's purchase of a unit in the Murano.

379. This fraud and/or deceptive conduct was the proximate cause of plaintiff's injuries.

380. Defendants, and each of them, committed fraud and fraud on the market in concert with one another pursuant to a common scheme and/or design to defraud plaintiff and the public in violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law ("UTPCPL").

381. Defendants, and each of them, engaged in deceptive conduct in concert with one another pursuant to a common scheme and/or design to deceive plaintiff and the public in violation of the UTPCPL.

382. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiff and gave substantial assistance to the others to accomplish the deceptive conduct set forth in this Complaint.

383. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties under the UTPCPL.

WHEREFORE, plaintiff David E. Brinson demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with treble damages as permitted by statute, interest, costs, attorneys' fees as permitted by statute, and other relief the Court deems appropriate.

**COUNT 30 – CIVIL CONSPIRACY  
TO COMMIT FRAUD AND TO VIOLATE ILSA AND THE UTPCPL**

**David E. Brinson v. All Defendants**

384. David E. Brinson incorporate paragraphs 1- 174 and 355 – 383 as if fully set forth in this count.

385. The defendants, and each of them, acted with the common and unlawful purpose of misleading plaintiff about the level of sales at the Murano, the availability or unavailability of certain units, the availability or unavailability of parking spaces, and other material matters.

386. The defendants, and each of them, conveyed these misstatements to plaintiff and others in the market in pursuit of the common purpose to mislead plaintiff and the public.

387. Those defendants who did not make misstatements directly to plaintiff, including those defendants who did not participate in the conspiracy until after misstatements were made to plaintiff, conspired with and agreed with the defendants who did in order to advance the purposes of the conspiracy alleged herein.

388. All defendants joined, agreed, and conspired to defraud plaintiff and others, and to damage plaintiff and others in violation of ILSA and UTPCPL.

389. As a result of the defendants' actions in pursuit of their common purpose to mislead plaintiff and the public, the plaintiff suffered damages.

WHEREFORE, plaintiff David E. Brinson demands judgment against each and every defendant for a sum in excess of \$50,000 and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

### **COUNT 31 – NEGLIGENCE AND NEGLIGENT MISREPRESENTATION**

#### **Paul A. Burke, Trustee for the Paul A. Burke Trust v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Karen Ragan**

390. Paul A. Burke, Trustee for the Paul A. Burke Trust, incorporates paragraphs 1 – 179 as if fully set forth in this count.

391. Defendant Ragan had a duty to deal honestly and truthfully with plaintiff and with other participants in the real estate market.

392. Defendants Kahn and Asher Kahn Realty, as well as Citi Habitats Marketing Group, LLC and NRT New York, Inc., had a duty to exercise reasonable care in supervising the work of defendant Ragan in order to ensure that her representations were true and not misleading.

393. Defendant Ragan made material misrepresentations to Mr. Burke, as set forth above, including those described in paragraph 105.

394. Defendant Ragan made these material misrepresentations as the salesperson for Asher Kahn Realty and at the direction of, in the employ of, for the benefit of, and as an agent for defendants Kahn, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom knew or should have known that Ragan was making representations that were false, and/or all of whom failed to make a reasonable investigation into whether Ragan was doing so.

395. The defendants identified in this count, and each of them, intended for their material misrepresentations to induce the plaintiff to act on those misrepresentations.

396. Plaintiff justifiably relied on these material misrepresentations, along with and in the context of the other material misrepresentations described in the Complaint.

397. The defendants' material misrepresentations were the proximate cause of plaintiff's injuries.

WHEREFORE, plaintiff Paul A. Burke, Trustee for the Paul A. Burke Trust, demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Karen Ragan, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 32 – FRAUD/INTENTIONAL MISREPRESENTATION  
AND THE AIDING AND ABETTING THEREOF**

**Paul A. Burke, Trustee for the Paul A. Burke Trust v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Karen Ragan**

398. Paul A. Burke, Trustee for the Paul A. Burke Trust, incorporates paragraphs 1 – 179 and 390 – 397 as if fully set forth in this count.

399. Defendant Ragan knew that the misstatements she made were false, material, and misleading, and intended that Mr. Burke would rely on them.

400. Defendant Ragan made these material misrepresentations as the salesperson for Asher Kahn Realty and at the direction of, in the employ of, as an agent for, and for the benefit of defendants Kahn, Asher Kahn Realty, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom knew of the misrepresentations and their falsity and intended to benefit from them.

401. Plaintiff justifiably relied on these material misrepresentations, along with and in the context of other misrepresentations defendants made.

402. The defendants who did not directly make material representations to plaintiff aided, abetted, directed, or controlled the making of them and benefitted from them.

403. Defendants, and each of them, committed fraud/intentional misrepresentation in concert with one another pursuant to a common scheme and/or design to defraud plaintiff and the public. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiff and gave substantial assistance to the others to accomplish the fraud set forth in this Complaint.

404. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties to plaintiff.

405. The defendants' material misrepresentations were the proximate cause of plaintiff's injuries.

WHEREFORE, plaintiff Paul A. Burke, trustee for the Paul A. Burke Trust, demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Karen Ragan, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, including actual and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 33 – VIOLATION OF THE INTERSTATE LAND SALES FULL DISCLOSURE ACT AND THE AIDING AND ABETTING THEREOF**

**Paul A. Burke, Trustee of the Paul A. Burke Trust v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Karen Ragan**

406. Paul A. Burke, Trustee of the Paul A. Burke Trust incorporates paragraphs 1 – 179 and 390 – 405 as if fully set forth in this count.

407. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Ragan used means or instruments of transportation or communication in interstate commerce, including use of the mails, with respect to the offer to sell and/or sale of lots, and engaged in a scheme or artifice to defraud, obtained money by means of an untrue statement of material fact, and/or engaged in a transaction, practice, or course of business that operated or would operate as a fraud or deceit upon the purchaser and on the market in violation of the Interstate Land Sales Full Disclosure Act ("ILSA").

408. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Ragan are liable for damages and other remedies under ILSA as sellers or as the sellers' agents.

409. Defendants identified in this count, and each of them, knew that the other's conduct constituted a breach of duty to plaintiff and gave substantial assistance to the others to accomplish the ILSA violations described in this Complaint.

410. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties under ILSA.

WHEREFORE, plaintiff Paul A. Burke, Trustee for the Paul A. Burke Trust, demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Karen Ragan, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with other remedies authorized by ILSA, including interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 34 – VIOLATION OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES  
AND CONSUMER PROTECTION LAW AND  
THE AIDING AND ABETTING THEREOF**

**Paul A. Burke, Trustee for the Paul A. Burke Trust v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Karen Ragan**

411. Paul A. Burke, Trustee for the Paul A. Burke Trust, incorporates paragraphs 1 – 179 and 390 – 410 as if fully set forth in this count.

412. Plaintiff is a purchaser of real estate primarily used for personal, family, or household purposes.

413. Defendants knowingly or recklessly engaged in deception or fraud that included making, or causing to be made, or assisting in the making of material misrepresentations to plaintiff and the public on which plaintiffs justifiably relied in connection with plaintiff's purchase of a unit in the Murano.

414. This fraud and/or deceptive conduct was the proximate cause of plaintiff's injuries.

415. Defendants, and each of them, committed fraud and fraud on the market in concert with one another pursuant to a common scheme and/or design to defraud plaintiff and the public in violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law ("UTPCPL").

416. Defendants, and each of them, engaged in deceptive conduct in concert with one another pursuant to a common scheme and/or design to deceive plaintiff and the public in violation of the UTPCPL.

417. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiff and gave substantial assistance to the others to accomplish the deceptive conduct set forth in this Complaint.

418. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties under the UTPCPL.

WHEREFORE, plaintiff Paul A. Burke, Trustee of the Paul A. Burke Trust, demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Karen Ragan, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with treble damages

as permitted by statute, interest, costs, attorneys' fees as permitted by statute, and other relief the Court deems appropriate.

**COUNT 35 – CIVIL CONSPIRACY**  
**TO COMMIT FRAUD AND TO VIOLATE ILSA AND THE UTPCPL**

**Paul A. Burke, Trustee of the Paul A. Burke Trust v. All Defendants**

419. Paul A. Burke, Trustee of the Paul A. Burke Trust, incorporates paragraphs 1 – 179 and 390 – 418 as if fully set forth in this count.

420. The defendants, and each of them, acted with the common and unlawful purpose of misleading plaintiff about the level of sales at the Murano, the availability or unavailability of certain units, the availability or unavailability of parking spaces, and other material matters.

421. The defendants, and each of them, conveyed these misstatements to plaintiff and others in the market in pursuit of the common purpose to mislead plaintiff and the public.

422. Those defendants who did not make misstatements directly to plaintiff, including those defendants who did not participate in the conspiracy until after misstatements were made to plaintiff, conspired with and agreed with the defendants who did in order to advance the purposes of the conspiracy alleged herein.

423. All defendants joined, agreed, and conspired to defraud plaintiff and others, and to damage plaintiff and others in violation of ILSA and UTPCPL.

424. As a result of the defendants' actions in pursuit of their common purpose to mislead plaintiff and the public, the plaintiff suffered damages.

WHEREFORE, plaintiff Paul A. Burke, Trustee of the Paul A. Burke Trust, demands judgment against each and every defendant for a sum in excess of \$50,000 and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 36 – NEGLIGENCE AND NEGLIGENT MISREPRESENTATION**

**David P. and Susan E. Carter v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, and Megan Orndorf Rosenberg**

425. David P. and Susan E. Carter incorporate paragraphs 1 – 179 as if fully set forth in this count.

426. Defendants Kahn, Asher Kahn Realty, Rizzo, and Rosenberg had a duty to deal honestly and truthfully with plaintiffs and with other participants in the real estate market.

427. Defendants Asher Kahn Realty, as well as Citi Habitats Marketing Group, LLC and NRT New York, Inc., had a duty to exercise reasonable care in supervising the work of defendants Kahn, Rizzo, and Rosenberg in order to ensure that their representations were true and not misleading.

428. Defendants Kahn, Rizzo, and Rosenberg made material misrepresentations to Mr. and Ms. Carter, as set forth above, including those described in paragraphs 67 and 88.

429. Defendants Kahn, Rizzo, and Rosenberg made these material misrepresentations as the broker and salespersons for Asher Kahn Realty and at the direction of, in the employ of, for the benefit of, and as agents for defendants Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom knew or should have known that Kahn, Rizzo, and Rosenberg were making representations that were false, and/or all of whom failed to make a reasonable investigation into whether Kahn, Rizzo, and Rosenberg were doing so.

430. The defendants identified in this count, and each of them, intended for their material misrepresentations to induce the plaintiffs to act on those misrepresentations.

431. Plaintiffs justifiably relied on these material misrepresentations, along with and in the context of the other material misrepresentations described in the Complaint.

432. The defendants' material misrepresentations were the proximate cause of plaintiffs' injuries.

WHEREFORE, plaintiffs David P. and Susan Carter demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, Megan Orndorf Rosenberg, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 37 – FRAUD/INTENTIONAL MISREPRESENTATION  
AND THE AIDING AND ABETTING THEREOF**

**David P. and Susan E. Carter v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, and Megan Orndorf Rosenberg**

433. David P. and Susan E. Carter incorporate paragraphs 1 – 179 and 425 – 432 as if fully set forth in this count.

434. Defendants Kahn, Rizzo, and Rosenberg knew that the misstatements they made were false, material, and misleading, and they intended that Mr. and Ms. Carter would rely on them.

435. Defendants Kahn, Rizzo, and Rosenberg made these material misrepresentations as the broker and salespersons for Asher Kahn Realty and at the direction of, in the employ of, as agents for, and for the benefit of defendants Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P.,

Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom knew of the misrepresentations and their falsity and intended to benefit from them.

436. Plaintiffs justifiably relied on these material misrepresentations, along with and in the context of other misrepresentations defendants made.

437. The defendants who did not directly make material representations to plaintiffs aided, abetted, directed, or controlled the making of them and benefitted from them.

438. Defendants, and each of them, committed fraud/intentional misrepresentation in concert with one another pursuant to a common scheme and/or design to defraud plaintiffs and the public. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiffs and gave substantial assistance to the others to accomplish the fraud set forth in this Complaint.

439. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties to plaintiffs.

440. The defendants' material misrepresentations were the proximate cause of plaintiffs' injuries.

WHEREFORE, plaintiffs David P. and Susan E. Carter demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, Megan Orndorf Rosenberg, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, including actual and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 38 – VIOLATION OF THE INTERSTATE LAND SALES FULL DISCLOSURE  
ACT AND THE AIDING AND ABETTING THEREOF**

**David P. and Susan E. Carter v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, and Megan Orndorf Rosenberg**

441. David P. and Susan E. Carter incorporate paragraphs 1 – 179 and 425 – 440 as if fully set forth in this count.

442. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, and Megan Orndorf Rosenberg used means or instruments of transportation or communication in interstate commerce, including use of the mails, with respect to the offer to sell and/or sale of lots, and engaged in a scheme or artifice to defraud, obtained money by means of an untrue statement of material fact, and/or engaged in a transaction, practice, or course of business that operated or would operate as a fraud or deceit upon the purchaser and on the market in violation of the Interstate Land Sales Full Disclosure Act (“ILSA”).

443. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, Megan Orndorf Rosenberg, and Timothy P. Rizzo are liable for damages and other remedies under ILSA as sellers or as the sellers’ agents.

444. Defendants identified in this count, and each of them, knew that the other’s conduct constituted a breach of duty to plaintiffs and gave substantial assistance to the others to accomplish the ILSA violations described in this Complaint.

445. Each defendant’s conduct, if considered separately, constitutes a breach of his, her, or its duties under ILSA.

WHEREFORE, plaintiffs David P. and Susan E. Carter demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, Megan Orndorf Rosenberg,

Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with other remedies authorized by ILSA, including interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 39 – VIOLATION OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES  
AND CONSUMER PROTECTION LAW AND  
THE AIDING AND ABETTING THEREOF**

**David P. and Susan E. Carter v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, and Megan Orndorf Rosenberg**

446. David P. and Susan E. Carter incorporate paragraphs 1 – 179 and 425 – 446 as if fully set forth in this count.

447. Plaintiffs are purchasers of real estate primarily used for personal, family, or household purposes.

448. Defendants knowingly or recklessly engaged in deception or fraud that included making, or causing to be made, or assisting in the making of material misrepresentations to plaintiffs and the public on which plaintiffs justifiably relied in connection with plaintiffs' purchase of a unit in the Murano.

449. This fraud and/or deceptive conduct was the proximate cause of plaintiffs' injuries.

450. Defendants, and each of them, committed fraud and fraud on the market in concert with one another pursuant to a common scheme and/or design to defraud plaintiffs and the public in violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law ("UTPCPL").

451. Defendants, and each of them, engaged in deceptive conduct in concert with one another pursuant to a common scheme and/or design to deceive plaintiffs and the public in violation of the UTPCPL.

452. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiffs and gave substantial assistance to the others to accomplish the deceptive conduct set forth in this Complaint.

453. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties under the UTPCPL.

WHEREFORE, plaintiffs David P. and Susan E. Carter demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, Megan Orndorf Rosenberg, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with treble damages as permitted by statute, interest, costs, attorneys' fees as permitted by statute, and other relief the Court deems appropriate.

**COUNT 40 – CIVIL CONSPIRACY  
TO COMMIT FRAUD AND TO VIOLATE ILSA AND THE UTPCPL**

**David P. and Susan E. Carter v. All Defendants**

454. David P. and Susan E. Carter incorporate paragraphs 1 – 179 and 425 – 453 as if fully set forth in this count.

455. The defendants, and each of them, acted with the common and unlawful purpose of misleading plaintiffs about the level of sales at the Murano, the availability or unavailability of certain units, the availability or unavailability of parking spaces, and other material matters.

456. The defendants, and each of them, conveyed these misstatements to plaintiffs and others in the market in pursuit of the common purpose to mislead plaintiffs and the public.

457. Those defendants who did not make misstatements directly to plaintiffs, including those defendants who did not participate in the conspiracy until after misstatements were made to plaintiffs, conspired with and agreed with the defendants who did in order to advance the purposes of the conspiracy alleged herein.

458. All defendants joined, agreed, and conspired to defraud plaintiffs and others, and to damage plaintiffs and others in violation of ILSA and UTPCPL.

459. As a result of the defendants' actions in pursuit of their common purpose to mislead plaintiffs and the public, the plaintiffs suffered damages.

WHEREFORE, plaintiffs David P. and Susan E. Carter demand judgment against each and every defendant for a sum in excess of \$50,000 and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 41 – NEGLIGENCE AND NEGLIGENT MISREPRESENTATION**

**Kathleen Chase v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo**

460. Kathleen Chase incorporates paragraphs 1 – 179 as if fully set forth in this count.

461. Defendants Kahn, Asher Kahn Realty, and Rizzo had a duty to deal honestly and truthfully with plaintiff and with other participants in the real estate market.

462. Defendants Asher Kahn Realty, as well as Citi Habitats Marketing Group, LLC and NRT New York, Inc., had a duty to exercise reasonable care in supervising the work of defendant Kahn and Rizzo in order to ensure that their representations were true and not misleading.

463. Defendants Kahn and Rizzo made material misrepresentations to plaintiff and her lender's appraiser, as set forth above, including those described in paragraphs 63, 91, and 116.

464. Defendants Kahn and Rizzo made these material misrepresentations as the broker and salesperson for Asher Kahn Realty and at the direction of, in the employ of, for the benefit of, and as agents for defendants Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom knew or should have known that Kahn and Rizzo were making representations that were false, and/or all of whom failed to make a reasonable investigation into whether Kahn and Rizzo were doing so.

465. The defendants identified in this count, and each of them, intended for their material misrepresentations to induce the plaintiff to act on those misrepresentations.

466. Plaintiff justifiably relied on these material misrepresentations, along with and in the context of the other material misrepresentations described in the Complaint.

467. The defendants' material misrepresentations were the proximate cause of plaintiff's injuries.

WHEREFORE, plaintiff Kathleen Chase demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 42 – FRAUD/INTENTIONAL MISREPRESENTATION  
AND THE AIDING AND ABETTING THEREOF**

**Kathleen Chase v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo**

468. Kathleen Chase incorporates paragraphs 1 – 179 and 460 – 467 as if fully set forth in this count.

469. Defendants Kahn and Rizzo knew that the misstatements they made were false, material, and misleading, and they intended that plaintiff and her lender would rely on them.

470. Defendant Kahn and Rizzo made these material misrepresentations as the broker and salesperson for Asher Kahn Realty and at the direction of, in the employ of, as agents for, and for the benefit of defendants Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom knew of the misrepresentations and their falsity and intended to benefit from them.

471. Plaintiff justifiably relied on these material misrepresentations, along with and in the context of other misrepresentations defendants made.

472. The defendants who did not directly make material representations to plaintiff aided, abetted, directed, or controlled the making of them and benefitted from them.

473. Defendants, and each of them, committed fraud/intentional misrepresentation in concert with one another pursuant to a common scheme and/or design to defraud plaintiff and the public. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiff and gave substantial assistance to the others to accomplish the fraud set forth in this Complaint.

474. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties to plaintiff.

475. The defendants' material misrepresentations were the proximate cause of plaintiff's injuries.

WHEREFORE, plaintiff Kathleen Chase demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, including actual and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 43 – VIOLATION OF THE INTERSTATE LAND SALES FULL DISCLOSURE ACT AND THE AIDING AND ABETTING THEREOF**

**Kathleen Chase v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo**

476. Kathleen Chase incorporates paragraphs 1 – 179 and 460 – 475 as if fully set forth in this count.

477. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo used means or instruments of transportation or communication in interstate commerce, including use of the mails, with respect to the offer to sell and/or sale of lots, and engaged in a scheme or artifice to defraud, obtained money by means of an untrue statement of material fact, and/or engaged in a transaction, practice, or course of business that operated or would operate as a fraud or deceit upon the purchaser and on the market in violation of the Interstate Land Sales Full Disclosure Act (“ILSA”).

478. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo are liable for damages and other remedies under ILSA as sellers or as the sellers' agents.

479. Defendants identified in this count, and each of them, knew that the other's conduct constituted a breach of duty to plaintiff and gave substantial assistance to the others to accomplish the ILSA violations described in this Complaint.

480. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties under ILSA.

WHEREFORE, plaintiff Kathleen Chase demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with other remedies authorized by ILSA, including interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 44 – VIOLATION OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES  
AND CONSUMER PROTECTION LAW AND  
THE AIDING AND ABETTING THEREOF**

**Kathleen Chase v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo**

481. Kathleen Chase incorporates paragraphs 1 – 179 and 460 – 480 as if fully set forth in this count.

482. Plaintiff is a purchaser of real estate primarily used for personal, family, or household purposes.

483. Defendants knowingly or recklessly engaged in deception or fraud that included making, or causing to be made, or assisting in the making of material misrepresentations to

plaintiff and the public on which plaintiff justifiably relied in connection with plaintiff's purchase of a unit in the Murano.

484. This fraud and/or deceptive conduct was the proximate cause of plaintiff's injuries.

485. Defendants, and each of them, committed fraud and fraud on the market in concert with one another pursuant to a common scheme and/or design to defraud plaintiff and the public in violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law ("UTPCPL").

486. Defendants, and each of them, engaged in deceptive conduct in concert with one another pursuant to a common scheme and/or design to deceive plaintiff and the public in violation of the UTPCPL.

487. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiff and gave substantial assistance to the others to accomplish the deceptive conduct set forth in this Complaint.

488. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties under the UTPCPL.

WHEREFORE, plaintiff Kathleen Chase demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with treble damages as permitted by statute, interest, costs, attorneys' fees as permitted by statute, and other relief the Court deems appropriate.

**COUNT 45 – CIVIL CONSPIRACY  
TO COMMIT FRAUD AND TO VIOLATE ILSA AND THE UTPCPL**

**Kathleen Chase v. All Defendants**

489. Kathleen Chase incorporates paragraphs 1 – 179 and 460 – 488 as if fully set forth in this count.

490. The defendants, and each of them, acted with the common and unlawful purpose of misleading plaintiff about the level of sales at the Murano, the availability or unavailability of certain units, the availability or unavailability of parking spaces, and other material matters.

491. The defendants, and each of them, conveyed these misstatements to plaintiff and others in the market in pursuit of the common purpose to mislead plaintiff and the public.

492. Those defendants who did not make misstatements directly to plaintiff, including those defendants who did not participate in the conspiracy until after misstatements were made to plaintiff, conspired with and agreed with the defendants who did in order to advance the purposes of the conspiracy alleged herein.

493. All defendants joined, agreed, and conspired to defraud plaintiff and others, and to damage plaintiff and others in violation of ILSA and UTPCPL.

494. As a result of the defendants' actions in pursuit of their common purpose to mislead plaintiff and the public, the plaintiff suffered damages.

WHEREFORE, plaintiff Kathleen Chase demands judgment against each and every defendant for a sum in excess of \$50,000 and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 46 – NEGLIGENCE AND NEGLIGENT MISREPRESENTATION**

**Glenna M. Crooks v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, Asher Kahn Realty, and Megan Orndorf Rosenberg**

495. Glenna M. Crooks incorporates paragraphs 1 – 179 as if fully set forth in this count.

496. Defendants Kahn, Asher Kahn Realty, and Rosenberg had a duty to deal honestly and truthfully with plaintiff and with other participants in the real estate market.

497. Defendants Kahn and Asher Kahn Realty, as well as Citi Habitats Marketing Group, LLC and NRT New York, Inc., had a duty to exercise reasonable care in supervising the work of defendant Rosenberg and others in the Murano Sales Office in order to ensure that her representations were true and not misleading.

498. Defendant Rosenberg and others in the Murano Sales Office made material misrepresentations to Ms. Crooks and her lender's appraiser, as set forth above, including those described in paragraphs 108, 109, and 137.

499. Defendant Rosenberg and others in the Murano Sales Office made these material misrepresentations as the salesperson(s) for Asher Kahn Realty and at the direction of, in the employ of, for the benefit of, and as agents for defendants Kahn, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom knew or should have known that Rosenberg and others were making representations that were false, and/or all of whom failed to make a reasonable investigation into whether Rosenberg and others were doing so.

500. The defendants identified in this count, and each of them, intended for their material misrepresentations to induce the plaintiff to act on those misrepresentations.

501. Plaintiff justifiably relied on these material misrepresentations, along with and in the context of the other material misrepresentations described in the Complaint.

502. The defendants' material misrepresentations were the proximate cause of plaintiff's injuries.

WHEREFORE, plaintiff Glenna M. Crooks demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Megan Orndorf Rosenberg, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 47 – FRAUD/INTENTIONAL MISREPRESENTATION  
AND THE AIDING AND ABETTING THEREOF**

**Glenna M. Crooks v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, Asher Kahn Realty, and Megan Orndorf Rosenberg**

503. Glenn M. Crooks incorporates paragraphs 1 – 179 and 495 – 502 as if fully set forth in this count.

504. Defendant Rosenberg knew that the misstatements she made were false, material, and misleading, and she intended that Ms. Crooks would rely on them.

505. Defendant Rosenberg made these material misrepresentations as the salesperson for Asher Kahn Realty and at the direction of, in the employ of, as an agent for, and for the benefit of defendants Kahn, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom knew of the misrepresentations and their falsity and intended to benefit from them.

506. Plaintiff justifiably relied on these material misrepresentations, along with and in the context of other misrepresentations defendants made.

507. The defendants who did not directly make material representations to plaintiff aided, abetted, directed, or controlled the making of them and benefitted from them.

508. Defendants, and each of them, committed fraud/intentional misrepresentation in concert with one another pursuant to a common scheme and/or design to defraud plaintiff and the public. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiff and gave substantial assistance to the others to accomplish the fraud set forth in this Complaint.

509. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties to plaintiff.

510. The defendants' material misrepresentations were the proximate cause of plaintiff's injuries.

WHEREFORE, plaintiff Glenna M. Crooks demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Megan Orndorf Rosenberg, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, including actual and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 48 – VIOLATION OF THE INTERSTATE LAND SALES FULL DISCLOSURE  
ACT AND THE AIDING AND ABETTING THEREOF**

**Glenna M. Crooks v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, Asher Kahn Realty, and Megan Orndorf Rosenberg**

511. Glenna M. Crooks incorporates paragraphs 1 – 179 and 495 – 510 as if fully set forth in this count.

512. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Megan Orndorf Rosenberg used means or instruments of transportation or communication in interstate commerce, including use of the mails, with respect to the offer to sell and/or sale of lots, and engaged in a scheme or artifice to defraud, obtained money by means of an untrue statement of material fact, and/or engaged in a transaction, practice, or course of business that operated or would operate as a fraud or deceit upon the purchaser and on the market in violation of the Interstate Land Sales Full Disclosure Act (“ILSA”).

513. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Megan Orndorf Rosenberg are liable for damages and other remedies under ILSA as sellers or as the sellers’ agents.

514. Defendants identified in this count, and each of them, knew that the other’s conduct constituted a breach of duty to plaintiff and gave substantial assistance to the others to accomplish the ILSA violations described in this Complaint.

515. Each defendant’s conduct, if considered separately, constitutes a breach of his, her, or its duties under ILSA.

WHEREFORE, plaintiff Glenna M. Crooks demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Megan Orndorf Rosenberg, Citi Habitats Marketing Group, LLC,

NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with other remedies authorized by ILSA, including interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 49 – VIOLATION OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES  
AND CONSUMER PROTECTION LAW AND  
THE AIDING AND ABETTING THEREOF**

**Glenna M. Crooks v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, Asher Kahn Realty, and Megan Orndorf Rosenberg**

516. Glenna M. Crooks incorporates paragraphs 1 – 179 and 495 – 515 as if fully set forth in this count.

517. Plaintiff is a purchaser of real estate primarily used for personal, family, or household purposes.

518. Defendants knowingly or recklessly engaged in deception or fraud that included making, or causing to be made, or assisting in the making of material misrepresentations to plaintiff and the public on which plaintiff justifiably relied in connection with plaintiff's purchase of a unit in the Murano.

519. This fraud and/or deceptive conduct was the proximate cause of plaintiff's injuries.

520. Defendants, and each of them, committed fraud and fraud on the market in concert with one another pursuant to a common scheme and/or design to defraud plaintiff and the public in violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law ("UTPCPL").

521. Defendants, and each of them, engaged in deceptive conduct in concert with one another pursuant to a common scheme and/or design to deceive plaintiff and the public in violation of the UTPCPL.

522. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiff and gave substantial assistance to the others to accomplish the deceptive conduct set forth in this Complaint.

523. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties under the UTPCPL.

WHEREFORE, plaintiff Glenna M. Crooks demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Megan Orndorf Rosenberg, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with treble damages as permitted by statute, interest, costs, attorneys' fees as permitted by statute, and other relief the Court deems appropriate.

**COUNT 50 – CIVIL CONSPIRACY  
TO COMMIT FRAUD AND TO VIOLATE ILSA AND THE UTPCPL**

**Glenna M. Crooks v. All Defendants**

524. Glenna M. Crooks incorporate paragraphs 1 – 179 and 495 – 523 as if fully set forth in this count.

525. The defendants, and each of them, acted with the common and unlawful purpose of misleading plaintiff about the level of sales at the Murano, the availability or unavailability of certain units, the availability or unavailability of parking spaces, and other material matters.

526. The defendants, and each of them, conveyed these misstatements to plaintiff and others in the market in pursuit of the common purpose to mislead plaintiff and the public.

527. Those defendants who did not make misstatements directly to plaintiff, including those defendants who did not participate in the conspiracy until after misstatements were made to plaintiff, conspired with and agreed with the defendants who did in order to advance the purposes of the conspiracy alleged herein.

528. All defendants joined, agreed, and conspired to defraud plaintiff and others, and to damage plaintiff and others in violation of ILSA and UTPCPL.

529. As a result of the defendants' actions in pursuit of their common purpose to mislead plaintiff and the public, the plaintiff suffered damages.

WHEREFORE, plaintiff Glenna M. Crooks demands judgment against each and every defendant for a sum in excess of \$50,000 and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 51 – NEGLIGENCE AND NEGLIGENT MISREPRESENTATION**

**Jason D. Dills v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, Asher Kahn Realty, and Karen Ragan**

530. Jason D. Dills incorporates paragraphs 1 – 179 as if fully set forth in this count.

531. Defendants Kahn, Asher Kahn Realty, and Ragan had a duty to deal honestly and truthfully with plaintiff and with other participants in the real estate market.

532. Defendants Kahn and Asher Kahn Realty, as well as Citi Habitats Marketing Group, LLC and NRT New York, Inc., had a duty to exercise reasonable care in supervising the work of defendant Ragan in order to ensure that her representations were true and not misleading.

533. Defendant Ragan made material misrepresentations to Mr. Dills, as set forth above, including those described in paragraph 89.

534. Defendant Ragan made these material misrepresentations as the salesperson for Asher Kahn Realty and at the direction of, in the employ of, for the benefit of, and as an agent for defendants Kahn, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom knew or should have known that Ragan was making representations that were false, and/or all of whom failed to make a reasonable investigation into whether Ragan was doing so.

535. The defendants identified in this count, and each of them, intended for their material misrepresentations to induce the plaintiff to act on those misrepresentations.

536. Plaintiff justifiably relied on these material misrepresentations, along with and in the context of the other material misrepresentations described in the Complaint.

537. The defendants' material misrepresentations were the proximate cause of plaintiff's injuries.

WHEREFORE, plaintiff Jason D. Dills demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Karen Ragan, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 52 – FRAUD/INTENTIONAL MISREPRESENTATION  
AND THE AIDING AND ABETTING THEREOF**

**Jason D. Dills v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, Asher Kahn Realty, and Karen Ragan**

538. Jason D. Dills incorporates paragraphs 1 – 179 and 530 – 537 as if fully set forth in this count.

539. Defendant Ragan knew that the misstatements she made were false, material, and misleading, and she intended that plaintiff would rely on them.

540. Defendant Ragan made these material misrepresentations as the salesperson for Asher Kahn Realty and at the direction of, in the employ of, as an agent for, and for the benefit of defendants Kahn, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom knew of the misrepresentations and their falsity and intended to benefit from them.

541. Plaintiff justifiably relied on these material misrepresentations, along with and in the context of other misrepresentations defendants made.

542. The defendants who did not directly make material representations to plaintiff aided, abetted, directed, or controlled the making of them and benefitted from them.

543. Defendants, and each of them, committed fraud/intentional misrepresentation in concert with one another pursuant to a common scheme and/or design to defraud plaintiff and the public. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiff and gave substantial assistance to the others to accomplish the fraud set forth in this Complaint.

544. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties to plaintiff.

545. The defendants' material misrepresentations were the proximate cause of plaintiff's injuries.

WHEREFORE, plaintiff Jason D. Dills demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Karan Ragan, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, including actual and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 53 – VIOLATION OF THE INTERSTATE LAND SALES FULL DISCLOSURE ACT AND THE AIDING AND ABETTING THEREOF**

**Jason D. Dills v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Karan Ragan**

546. Jason D. Dills incorporates paragraphs 1 – 179 and 530 – 545 as if fully set forth in this count.

547. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Karen Ragan used means or instruments of transportation or communication in interstate commerce, including use of the mails, with respect to the offer to sell and/or sale of lots, and engaged in a scheme or artifice to defraud, obtained money by means of an untrue statement of material fact, and/or engaged in a transaction, practice, or course of business that operated or would operate as a fraud or deceit upon the purchaser and on the market in violation of the Interstate Land Sales Full Disclosure Act ("ILSA").

548. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Karen Ragan are liable for damages and other remedies under ILSA as sellers or as the sellers' agents.

549. Defendants identified in this count, and each of them, knew that the other's conduct constituted a breach of duty to plaintiff and gave substantial assistance to the others to accomplish the ILSA violations described in this Complaint.

550. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties under ILSA.

WHEREFORE, plaintiff Jason D. Dills demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Karen Ragan, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with other remedies authorized by ILSA, including interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 54 – VIOLATION OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES  
AND CONSUMER PROTECTION LAW  
AND THE AIDING AND ABETTING THEREOF**

**Jason D. Dills v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, Asher Kahn Realty, and Karen Ragan**

551. Jason D. Dills incorporates paragraphs 1 – 179 and 530 – 550 as if fully set forth in this count.

552. Plaintiff is a purchaser of real estate primarily used for personal, family, or household purposes.

553. Defendants knowingly or recklessly engaged in deception or fraud that included making, or causing to be made, or assisting in the making of material misrepresentations to

plaintiff and the public on which plaintiff justifiably relied in connection with plaintiff's purchase of a unit in the Murano.

554. This fraud and/or deceptive conduct was the proximate cause of plaintiff's injuries.

555. Defendants, and each of them, committed fraud and fraud on the market in concert with one another pursuant to a common scheme and/or design to defraud plaintiff and the public in violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law ("UTPCPL").

556. Defendants, and each of them, engaged in deceptive conduct in concert with one another pursuant to a common scheme and/or design to deceive plaintiff and the public in violation of the UTPCPL.

557. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiff and gave substantial assistance to the others to accomplish the deceptive conduct set forth in this Complaint.

558. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties under the UTPCPL.

WHEREFORE, plaintiff Jason D. Dills demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Karen Ragan, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with treble damages as permitted by statute, interest, costs, attorneys' fees as permitted by statute, and other relief the Court deems appropriate.

**COUNT 55 – CIVIL CONSPIRACY  
TO COMMIT FRAUD AND TO VIOLATE ILSA AND THE UTPCPL**

**Jason D. Dills v. All Defendants**

559. Jason D. Dills incorporate paragraphs 1 – 179 and 530 – 558 as if fully set forth in this count.

560. The defendants, and each of them, acted with the common and unlawful purpose of misleading plaintiff about the level of sales at the Murano, the availability or unavailability of certain units, the availability or unavailability of parking spaces, and other material matters.

561. The defendants, and each of them, conveyed these misstatements to plaintiff and others in the market in pursuit of the common purpose to mislead plaintiff and the public.

562. Those defendants who did not make misstatements directly to plaintiff, including those defendants who did not participate in the conspiracy until after misstatements were made to plaintiff, conspired with and agreed with the defendants who did in order to advance the purposes of the conspiracy alleged herein.

563. All defendants joined, agreed, and conspired to defraud plaintiff and others, and to damage plaintiff and others in violation of ILSA and UTPCPL.

564. As a result of the defendants' actions in pursuit of their common purpose to mislead plaintiff and the public, the plaintiff suffered damages.

WHEREFORE, plaintiff Jason D. Dills demands judgment against each and every defendant for a sum in excess of \$50,000 and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 56 – NEGLIGENCE AND NEGLIGENT MISREPRESENTATION**

**Bernard and Irene Eizen v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, Asher Kahn Realty, and Karen Ragan**

565. Bernard and Irene Eizen incorporate paragraphs 1 – 179 as if fully set forth in this count.

566. Defendants Kahn, Asher Kahn Realty, and Ragan had a duty to deal honestly and truthfully with plaintiff and with other participants in the real estate market.

567. Defendants Asher Kahn Realty, as well as Citi Habitats Marketing Group, LLC and NRT New York, Inc., had a duty to exercise reasonable care in supervising the work of defendant Kahn and Ragan in order to ensure that their representations were true and not misleading.

568. Defendants Kahn, Ragan, and others in the Murano Sales Office made material misrepresentations to plaintiffs Mr. and Ms. Eizen and to their prospective lenders as set forth above, including those described in paragraph 58.

569. Defendants Kahn, Ragan, and others in the Murano Sales Office made these material misrepresentations as the broker and salesperson(s) for Asher Kahn Realty and at the direction of, in the employ of, for the benefit of, and as agents for defendants Asher Kahn Realty, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom knew or should have known that Kahn, Ragan, and others were making representations that were false, and/or all of whom failed to make a reasonable investigation into whether Kahn, Ragan, and others were doing so.

570. The defendants identified in this count, and each of them, intended for their material misrepresentations to induce the plaintiffs to act on those misrepresentations.

571. Plaintiffs justifiably relied on these material misrepresentations, along with and in the context of the other material misrepresentations described in the Complaint.

572. The defendants' material misrepresentations were the proximate cause of plaintiffs' injuries.

WHEREFORE, plaintiffs Bernard and Irene Eizen demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Karen Ragan, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 57 – FRAUD/INTENTIONAL MISREPRESENTATION  
AND THE AIDING AND ABETTING THEREOF**

**Bernard and Irene Eizen v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, Asher Kahn Realty, and Karen Ragan**

573. Bernard and Irene Eizen incorporates paragraphs 1 – 179 and 565 – 572 as if fully set forth in this count.

574. Defendants Kahn and Ragan knew that the misstatements they made were false, material, and misleading, and they intended that Mr. and Ms. Eizen would rely on them.

575. Defendants Kahn and Ragan made these material misrepresentations as the broker and salesperson for Asher Kahn Realty and at the direction of, in the employ of, as agents for, and for the benefit of defendants Asher Kahn Realty, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L.

Shaw, all of whom knew of the misrepresentations and their falsity and intended to benefit from them.

576. Plaintiffs justifiably relied on these material misrepresentations, along with and in the context of other misrepresentations defendants made.

577. The defendants who did not directly make material representations to plaintiffs aided, abetted, directed, or controlled the making of them and benefitted from them.

578. Defendants, and each of them, committed fraud/intentional misrepresentation in concert with one another pursuant to a common scheme and/or design to defraud plaintiffs and the public. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiffs and gave substantial assistance to the others to accomplish the fraud set forth in this Complaint.

579. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties to plaintiffs.

580. The defendants' material misrepresentations were the proximate cause of plaintiffs' injuries.

WHEREFORE, plaintiffs Bernard and Irene Eizen demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Karen Ragan, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, including actual and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 58 – VIOLATION OF THE INTERSTATE LAND SALES FULL DISCLOSURE  
ACT AND THE AIDING AND ABETTING THEREOF**

**Bernard and Irene Eizen v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, Asher Kahn Realty, and Karen Ragan**

581. Bernard and Irene Eizen incorporate paragraphs 1 – 179 and 565 – 580 as if fully set forth in this count.

582. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Karen Ragan used means or instruments of transportation or communication in interstate commerce, including use of the mails, with respect to the offer to sell and/or sale of lots, and engaged in a scheme or artifice to defraud, obtained money by means of an untrue statement of material fact, and/or engaged in a transaction, practice, or course of business that operated or would operate as a fraud or deceit upon the purchaser and on the market in violation of the Interstate Land Sales Full Disclosure Act (“ILSA”).

583. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Karen Ragan are liable for damages and other remedies under ILSA as sellers or as the sellers’ agents.

584. Defendants identified in this count, and each of them, knew that the other’s conduct constituted a breach of duty to plaintiffs and gave substantial assistance to the others to accomplish the ILSA violations described in this Complaint.

585. Each defendant’s conduct, if considered separately, constitutes a breach of his, her, or its duties under ILSA.

WHEREFORE, plaintiffs Bernard and Irene Eizen demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Karen Ragan, Citi Habitats Marketing Group, LLC, NRT

New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with other remedies authorized by ILSA, including interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 59 – VIOLATION OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES  
AND CONSUMER PROTECTION LAW AND  
THE AIDING AND ABETTING THEREOF**

**Bernard and Irene Eizen v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, Asher Kahn Realty, and Karen Ragan**

586. Bernard and Irene Eizen incorporates paragraphs 1 – 179 and 565 – 585 as if fully set forth in this count.

587. Plaintiffs are purchasers of real estate primarily used for personal, family, or household purposes.

588. Defendants knowingly or recklessly engaged in deception or fraud that included making, or causing to be made, or assisting in the making of material misrepresentations to plaintiff and the public on which plaintiffs justifiably relied in connection with plaintiffs' purchase of a unit in the Murano.

589. This fraud and/or deceptive conduct was the proximate cause of plaintiffs' injuries.

590. Defendants, and each of them, committed fraud and fraud on the market in concert with one another pursuant to a common scheme and/or design to defraud plaintiffs and the public in violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law ("UTPCPL").

591. Defendants, and each of them, engaged in deceptive conduct in concert with one another pursuant to a common scheme and/or design to deceive plaintiffs and the public in violation of the UTPCPL.

592. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiffs and gave substantial assistance to the others to accomplish the deceptive conduct set forth in this Complaint.

593. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties under the UTPCPL.

WHEREFORE, plaintiffs Bernard and Irene Eizen demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Karen Ragan, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with treble damages as permitted by statute, interest, costs, attorneys' fees as permitted by statute, and other relief the Court deems appropriate.

**COUNT 60 – CIVIL CONSPIRACY  
TO COMMIT FRAUD AND TO VIOLATE ILSA AND THE UTPCPL**

**Bernard and Irene Eizen v. All Defendants**

594. Bernard and Irene Eizen incorporate paragraphs 1 – 179 and 565 – 593 as if fully set forth in this count.

595. The defendants, and each of them, acted with the common and unlawful purpose of misleading plaintiffs about the level of sales at the Murano, the availability or unavailability of certain units, the availability or unavailability of parking spaces, and other material matters.

596. The defendants, and each of them, conveyed these misstatements to plaintiffs and others in the market in pursuit of the common purpose to mislead plaintiffs and the public.

597. Those defendants who did not make misstatements directly to plaintiffs, including those defendants who did not participate in the conspiracy until after misstatements were made to plaintiffs, conspired with and agreed with the defendants who did in order to advance the purposes of the conspiracy alleged herein.

598. All defendants joined, agreed, and conspired to defraud plaintiffs and others, and to damage plaintiffs and others in violation of ILSA and UTPCPL.

599. As a result of the defendants' actions in pursuit of their common purpose to mislead plaintiffs and the public, the plaintiffs suffered damages.

WHEREFORE, plaintiffs Bernard and Irene Eizen demand judgment against each and every defendant for a sum in excess of \$50,000 and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

#### **COUNT 61 – NEGLIGENCE AND NEGLIGENT MISREPRESENTATION**

#### **Karl and Styliani Engel v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, and Asher Kahn Realty**

600. Karl and Styliani Engel incorporate paragraphs 1 – 179 as if fully set forth in this count.

601. Defendants Kahn and Asher Kahn Realty had a duty to deal honestly and truthfully with plaintiffs and with other participants in the real estate market.

602. Defendants Asher Kahn Realty, as well as Citi Habitats Marketing Group, LLC and NRT New York, Inc., had a duty to exercise reasonable care in supervising the work of defendant Kahn in order to ensure that Kahn's representations were true and not misleading.

603. Defendant Kahn made material misrepresentations to Mr. and Ms. Carter, as set forth above, including those described in paragraph 50.

604. Defendant Kahn made these material misrepresentations as the broker for Asher Kahn Realty and at the direction of, in the employ of, for the benefit of, and as an agent for defendants Asher Kahn Realty, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom knew or should have known that Kahn was making representations that were false, and/or all of whom failed to make a reasonable investigation into whether Kahn was doing so.

605. The defendants identified in this count, and each of them, intended for their material misrepresentations to induce the plaintiffs to act on those misrepresentations.

606. Plaintiffs justifiably relied on these material misrepresentations, along with and in the context of the other material misrepresentations described in the Complaint.

607. The defendants' material misrepresentations were the proximate cause of plaintiffs' injuries.

WHEREFORE, Karl and Styliani Engel demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 62 – FRAUD/INTENTIONAL MISREPRESENTATION  
AND THE AIDING AND ABETTING THEREOF**

**Karl and Styliani Engel v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, and Asher Kahn Realty**

608. Karl and Styliani Engel incorporate paragraphs 1 – 179 and 600 – 607 as if fully set forth in this count.

609. Defendant Kahn knew that the misstatements he made were false, material, and misleading, and he intended that Mr. and Ms. Engel would rely on them.

610. Defendant Kahn made these material misrepresentations as the broker for Asher Kahn Realty and at the direction of, in the employ of, as an agent for, and for the benefit of defendants Asher Kahn Realty, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom knew of the misrepresentations and their falsity and intended to benefit from them.

611. Plaintiffs justifiably relied on these material misrepresentations, along with and in the context of other misrepresentations defendants made.

612. The defendants who did not directly make material representations to plaintiffs aided, abetted, directed, or controlled the making of them and benefitted from them.

613. Defendants, and each of them, committed fraud/intentional misrepresentation in concert with one another pursuant to a common scheme and/or design to defraud plaintiffs and the public. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiffs and gave substantial assistance to the others to accomplish the fraud set forth in this Complaint.

614. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties to plaintiffs.

615. The defendants' material misrepresentations were the proximate cause of plaintiffs' injuries.

WHEREFORE, plaintiffs Karl and Styliani Engel demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, including actual and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 63 – VIOLATION OF THE INTERSTATE LAND SALES FULL DISCLOSURE ACT AND THE AIDING AND ABETTING THEREOF**

**Karl and Styliani Engel v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, and Asher Kahn Realty**

616. Karl and Styliani Engel incorporate paragraphs 1 – 179 and 600 – 615 as if fully set forth in this count.

617. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, and Asher Kahn Realty used means or instruments of transportation or communication in interstate commerce, including use of the mails, with respect to the offer to sell and/or sale of lots, and engaged in a scheme or artifice to defraud, obtained money by means of an untrue statement of material fact, and/or engaged in a transaction, practice, or course of business that operated or would operate as a fraud or deceit upon the purchaser and on the market in violation of the Interstate Land Sales Full Disclosure Act ("ILSA").

618. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, and Asher Kahn Realty are liable for damages and other remedies under ILSA as sellers or as the sellers' agents.

619. Defendants identified in this count, and each of them, knew that the other's conduct constituted a breach of duty to plaintiffs and gave substantial assistance to the others to accomplish the ILSA violations described in this Complaint.

620. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties under ILSA.

WHEREFORE, plaintiffs Karl and Styliani Engel demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with other remedies authorized by ILSA, including interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 64 – VIOLATION OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES  
AND CONSUMER PROTECTION LAW AND  
THE AIDING AND ABETTING THEREOF**

**Karl and Styliani Engel v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, and Asher Kahn Realty**

621. Karl and Styliani Engel incorporate paragraphs 1 – 179 and 600 – 620 as if fully set forth in this count.

622. Plaintiffs are purchasers of real estate primarily used for personal, family, or household purposes.

623. Defendants knowingly or recklessly engaged in deception or fraud that included making, or causing to be made, or assisting in the making of material misrepresentations to

plaintiffs and the public on which plaintiffs justifiably relied in connection with plaintiffs' purchase of a unit in the Murano.

624. This fraud and/or deceptive conduct was the proximate cause of plaintiffs' injuries.

625. Defendants, and each of them, committed fraud and fraud on the market in concert with one another pursuant to a common scheme and/or design to defraud plaintiffs and the public in violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law ("UTPCPL").

626. Defendants, and each of them, engaged in deceptive conduct in concert with one another pursuant to a common scheme and/or design to deceive plaintiffs and the public in violation of the UTPCPL.

627. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiffs and gave substantial assistance to the others to accomplish the deceptive conduct set forth in this Complaint.

628. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties under the UTPCPL.

WHEREFORE, plaintiffs Karl and Styliani Engel demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with treble damages as permitted by statute, interest, costs, attorneys' fees as permitted by statute, and other relief the Court deems appropriate.

**COUNT 65 – CIVIL CONSPIRACY  
TO COMMIT FRAUD AND TO VIOLATE ILSA AND THE UTPCPL**

**Karl and Styliani Engel v. All Defendants**

629. Karl and Styliani Engel incorporate paragraphs 1 – 179 and 600 – 628 as if fully set forth in this count.

630. The defendants, and each of them, acted with the common and unlawful purpose of misleading plaintiffs about the level of sales at the Murano, the availability or unavailability of certain units, the availability or unavailability of parking spaces, and other material matters.

631. The defendants, and each of them, conveyed these misstatements to plaintiffs and others in the market in pursuit of the common purpose to mislead plaintiffs and the public.

632. Those defendants who did not make misstatements directly to plaintiffs, including those defendants who did not participate in the conspiracy until after misstatements were made to plaintiffs, conspired with and agreed with the defendants who did in order to advance the purposes of the conspiracy alleged herein.

633. All defendants joined, agreed, and conspired to defraud plaintiffs and others, and to damage plaintiffs and others in violation of ILSA and UTPCPL.

634. As a result of the defendants' actions in pursuit of their common purpose to mislead plaintiffs and the public, the plaintiffs suffered damages.

WHEREFORE, plaintiffs Karl and Styliani Engel demand judgment against each and every defendant for a sum in excess of \$50,000 and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 66 – NEGLIGENCE AND NEGLIGENT MISREPRESENTATION**

**David H. and Kathleen English v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo**

635. David H. and Kathleen English incorporate paragraphs 1 – 179 as if fully set forth in this count.

636. Defendants Kahn, Asher Kahn Realty, and Rizzo had a duty to deal honestly and truthfully with plaintiffs and with other participants in the real estate market.

637. Defendants Kahn and Asher Kahn Realty, as well as Citi Habitats Marketing Group, LLC and NRT New York, Inc., had a duty to exercise reasonable care in supervising the work of defendant Rizzo in order to ensure that his representations were true and not misleading.

638. Defendant Rizzo made material misrepresentations to Mr. and Ms. English, as set forth above, including those described in paragraph 82.

639. Defendant Rizzo made these material misrepresentations as the salesperson for Asher Kahn Realty and at the direction of, in the employ of, for the benefit of, and as an agent for defendants Asher Kahn, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom knew or should have known that Rizzo was making representations that were false, and/or all of whom failed to make a reasonable investigation into whether Rizzo was doing so.

640. The defendants identified in this count, and each of them, intended for their material misrepresentations to induce the plaintiffs to act on those misrepresentations.

641. Plaintiffs justifiably relied on these material misrepresentations, along with and in the context of the other material misrepresentations described in the Complaint.

642. The defendants' material misrepresentations were the proximate cause of plaintiffs' injuries.

WHEREFORE, plaintiffs David H. and Kathleen English demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 67 – FRAUD/INTENTIONAL MISREPRESENTATION  
AND THE AIDING AND ABETTING THEREOF**

**David H. and Kathleen English v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo**

643. David H. and Kathleen English incorporate paragraphs 1 – 179 and 635 – 642 as if fully set forth in this count.

644. Defendant Rizzo knew that the misstatements he made were false, material, and misleading, and he intended that Mr. and Ms. English would rely on them.

645. Defendant Rizzo made these material misrepresentations as the salesperson for Asher Kahn Realty and at the direction of, in the employ of, as an agent for, and for the benefit of defendants Asher Kahn, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom knew of the misrepresentations and their falsity and intended to benefit from them.

646. Plaintiffs justifiably relied on these material misrepresentations, along with and in the context of other misrepresentations defendants made.

647. The defendants who did not directly make material representations to plaintiffs aided, abetted, directed, or controlled the making of them and benefitted from them.

648. Defendants, and each of them, committed fraud/intentional misrepresentation in concert with one another pursuant to a common scheme and/or design to defraud plaintiffs and the public. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiffs and gave substantial assistance to the others to accomplish the fraud set forth in this Complaint.

649. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties to plaintiffs.

650. The defendants' material misrepresentations were the proximate cause of plaintiffs' injuries.

WHEREFORE, plaintiffs David H. and Kathleen English demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, including actual and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 68 – VIOLATION OF THE INTERSTATE LAND SALES FULL DISCLOSURE  
ACT AND THE AIDING AND ABETTING THEREOF**

**David H. and Kathleen English v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo**

651. David H. and Kathleen English incorporate paragraphs 1 – 179 and 635 – 650 as if fully set forth in this count.

652. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo used means or instruments of transportation or communication in interstate commerce, including use of the mails, with respect to the offer to sell and/or sale of lots, and engaged in a scheme or artifice to defraud, obtained money by means of an untrue statement of material fact, and/or engaged in a transaction, practice, or course of business that operated or would operate as a fraud or deceit upon the purchaser and on the market in violation of the Interstate Land Sales Full Disclosure Act (“ILSA”).

653. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo are liable for damages and other remedies under ILSA as sellers or as the sellers’ agents.

654. Defendants identified in this count, and each of them, knew that the other’s conduct constituted a breach of duty to plaintiffs and gave substantial assistance to the others to accomplish the ILSA violations described in this Complaint.

655. Each defendant’s conduct, if considered separately, constitutes a breach of his, her, or its duties under ILSA.

WHEREFORE, plaintiffs David H. and Kathleen English demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with other remedies authorized by ILSA, including interest, costs, attorneys’ fees, and other relief the Court deems appropriate.

**COUNT 69 – VIOLATION OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES  
AND CONSUMER PROTECTION LAW AND  
THE AIDING AND ABETTING THEREOF**

**David H. and Kathleen English v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo**

656. David H. and Kathleen English incorporate paragraphs 1 – 179 and 635 – 655 as if fully set forth in this count.

657. Plaintiffs are purchasers of real estate primarily used for personal, family, or household purposes.

658. Defendants knowingly or recklessly engaged in deception or fraud that included making, or causing to be made, or assisting in the making of material misrepresentations to plaintiffs and the public on which plaintiffs justifiably relied in connection with plaintiffs' purchase of a unit in the Murano.

659. This fraud and/or deceptive conduct was the proximate cause of plaintiffs' injuries.

660. Defendants, and each of them, committed fraud and fraud on the market in concert with one another pursuant to a common scheme and/or design to defraud plaintiffs and the public in violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law ("UTPCPL").

661. Defendants, and each of them, engaged in deceptive conduct in concert with one another pursuant to a common scheme and/or design to deceive plaintiffs and the public in violation of the UTPCPL.

662. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiffs and gave substantial assistance to the others to accomplish the deceptive conduct set forth in this Complaint.

663. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties under the UTPCPL.

WHEREFORE, plaintiffs David H. and Kathleen English demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with treble damages as permitted by statute, interest, costs, attorneys' fees as permitted by statute, and other relief the Court deems appropriate.

**COUNT 70 – CIVIL CONSPIRACY  
TO COMMIT FRAUD AND TO VIOLATE ILSA AND THE UTPCPL**

**David H. and Kathleen English v. All Defendants**

664. David H. and Kathleen English incorporate paragraphs 1 – 179 and 635 – 663 as if fully set forth in this count.

665. The defendants, and each of them, acted with the common and unlawful purpose of misleading plaintiffs about the level of sales at the Murano, the availability or unavailability of certain units, the availability or unavailability of parking spaces, and other material matters.

666. The defendants, and each of them, conveyed these misstatements to plaintiffs and others in the market in pursuit of the common purpose to mislead plaintiffs and the public.

667. Those defendants who did not make misstatements directly to plaintiffs, including those defendants who did not participate in the conspiracy until after misstatements were made to plaintiffs, conspired with and agreed with the defendants who did in order to advance the purposes of the conspiracy alleged herein.

668. All defendants joined, agreed, and conspired to defraud plaintiffs and others, and to damage plaintiffs and others in violation of ILSA and UTPCPL.

669. As a result of the defendants' actions in pursuit of their common purpose to mislead plaintiffs and the public, the plaintiffs suffered damages.

WHEREFORE, plaintiffs David H. and Kathleen English demand judgment against each and every defendant for a sum in excess of \$50,000 and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 71 – NEGLIGENCE AND NEGLIGENT MISREPRESENTATION**

**Dietrich Franczuszki and Evelyn Klein-Franczuszki v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Karen Ragan**

670. Dietrich Franczuszki and Evelyn Klein-Franczuszki incorporate paragraphs 1 – 179 as if fully set forth in this count.

671. Defendants Kahn, Asher Kahn Realty, and Ragan had a duty to deal honestly and truthfully with plaintiff and with other participants in the real estate market.

672. Defendants Asher Kahn Realty, as well as Citi Habitats Marketing Group, LLC and NRT New York, Inc., had a duty to exercise reasonable care in supervising the work of defendant Kahn and Ragan in order to ensure that their representations were true and not misleading.

673. Defendants Kahn and Ragan made material misrepresentations to Mr. Franczuszki and Ms. Klein-Franczuszki as set forth above, including those described in paragraph 55.

674. Defendants Kahn and Ragan made these material misrepresentations as the broker and salesperson for Asher Kahn Realty and at the direction of, in the employ of, for the benefit of, and as agents for defendants Asher Kahn Realty, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market,

L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom knew or should have known that Kahn and Ragan were making representations that were false, and/or all of whom failed to make a reasonable investigation into whether Kahn and Ragan were doing so.

675. The defendants identified in this count, and each of them, intended for their material misrepresentations to induce the plaintiffs to act on those misrepresentations.

676. Plaintiffs justifiably relied on these material misrepresentations, along with and in the context of the other material misrepresentations described in the Complaint.

677. The defendants' material misrepresentations were the proximate cause of plaintiffs' injuries.

WHEREFORE, plaintiffs Dietrich Franczuszki and Evelyn Klein-Franczuszki demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Karen Ragan, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 72 – FRAUD/INTENTIONAL MISREPRESENTATION  
AND THE AIDING AND ABETTING THEREOF**

**Dietrich Franczuszki and Evelyn Klein-Franczuszki v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Karen Ragan**

678. Dietrich Franczuszki and Evelyn Klein-Franczuszki incorporate paragraphs 1 – 179 and 670 – 677 as if fully set forth in this count.

679. Defendants Kahn and Ragan knew that the misstatements they made were false, material, and misleading, and they intended that plaintiffs would rely on them.

680. Defendants Kahn and Ragan made these material misrepresentations as the broker and salesperson for Asher Kahn Realty and at the direction of, in the employ of, as agents for, and for the benefit of defendants Asher Kahn Realty, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom knew of the misrepresentations and their falsity and intended to benefit from them.

681. Plaintiffs justifiably relied on these material misrepresentations, along with and in the context of other misrepresentations defendants made.

682. The defendants who did not directly make material representations to plaintiffs aided, abetted, directed, or controlled the making of them and benefitted from them.

683. Defendants, and each of them, committed fraud/intentional misrepresentation in concert with one another pursuant to a common scheme and/or design to defraud plaintiffs and the public. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiffs and gave substantial assistance to the others to accomplish the fraud set forth in this Complaint.

684. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties to plaintiffs.

685. The defendants' material misrepresentations were the proximate cause of plaintiffs' injuries.

WHEREFORE, plaintiffs Dietrich Franczuski and Evelyn Klein-Franczuski demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Karen Ragan, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market,

L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, including actual and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 73 – VIOLATION OF THE INTERSTATE LAND SALES FULL DISCLOSURE  
ACT AND THE AIDING AND ABETTING THEREOF**

**Dietrich Franczuszki and Evelyn Klein-Franczuszki v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Karen Ragan**

686. Dietrich Franczuszki and Evelyn Klein-Franczuszki incorporate paragraphs 1 – 179 and 670 – 685 as if fully set forth in this count.

687. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Karen Ragan used means or instruments of transportation or communication in interstate commerce, including use of the mails, with respect to the offer to sell and/or sale of lots, and engaged in a scheme or artifice to defraud, obtained money by means of an untrue statement of material fact, and/or engaged in a transaction, practice, or course of business that operated or would operate as a fraud or deceit upon the purchaser and on the market in violation of the Interstate Land Sales Full Disclosure Act (“ILSA”).

688. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Karen Ragan are liable for damages and other remedies under ILSA as sellers or as the sellers' agents.

689. Defendants identified in this count, and each of them, knew that the other's conduct constituted a breach of duty to plaintiffs and gave substantial assistance to the others to accomplish the ILSA violations described in this Complaint.

690. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties under ILSA.

WHEREFORE, plaintiffs Dietrich Franczuszki and Evelyn Klein-Franczuszki demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Karen Ragan, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with other remedies authorized by ILSA, including interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 74 – VIOLATION OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES  
AND CONSUMER PROTECTION LAW AND  
THE AIDING AND ABETTING THEREOF**

**Dietrich Franczuszki and Evelyn Klein-Franczuszki v. The Developer Defendants, The  
Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Karen Ragan**

691. Dietrich Franczuszki and Evelyn Klein-Franczuszki incorporate paragraphs 1 – 179 and 670 – 690 as if fully set forth in this count.

692. Plaintiffs are purchasers of real estate primarily used for personal, family, or household purposes.

693. Defendants knowingly or recklessly engaged in deception or fraud that included making, or causing to be made, or assisting in the making of material misrepresentations to plaintiffs and the public on which plaintiffs justifiably relied in connection with plaintiffs' purchase of a unit in the Murano.

694. This fraud and/or deceptive conduct was the proximate cause of plaintiffs' injuries.

695. Defendants, and each of them, committed fraud and fraud on the market in concert with one another pursuant to a common scheme and/or design to defraud plaintiffs and the public in violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law (“UTPCPL”).

696. Defendants, and each of them, engaged in deceptive conduct in concert with one another pursuant to a common scheme and/or design to deceive plaintiffs and the public in violation of the UTPCPL.

697. Defendants, and each of them, knew that the other’s conduct constituted a breach of duty to plaintiffs and gave substantial assistance to the others to accomplish the deceptive conduct set forth in this Complaint.

698. Each defendant’s conduct, if considered separately, constitutes a breach of his, her, or its duties under the UTPCPL.

WHEREFORE, plaintiffs Dietrich Franczuszki and Evelyn Klein-Franczuszki demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Karen Ragan, Citi Habitats Marketing Group, LLC, NRTg New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with treble damages as permitted by statute, interest, costs, attorneys’ fees as permitted by statute, and other relief the Court deems appropriate.

**COUNT 75 – CIVIL CONSPIRACY  
TO COMMIT FRAUD AND TO VIOLATE ILSA AND THE UTPCPL**

**Dietrich Franczuszki and Evelyn Klein-Franczuszki v. All Defendants**

699. Dietrich Franczuszki and Evelyn Klein-Franczuszki incorporate paragraphs 1 – 179 and 670 – 698 as if fully set forth in this count.

700. The defendants, and each of them, acted with the common and unlawful purpose of misleading plaintiffs about the level of sales at the Murano, the availability or unavailability of certain units, the availability or unavailability of parking spaces, and other material matters.

701. The defendants, and each of them, conveyed these misstatements to plaintiffs and others in the market in pursuit of the common purpose to mislead plaintiffs and the public.

702. Those defendants who did not make misstatements directly to plaintiffs, including those defendants who did not participate in the conspiracy until after misstatements were made to plaintiffs, conspired with and agreed with the defendants who did in order to advance the purposes of the conspiracy alleged herein.

703. All defendants joined, agreed, and conspired to defraud plaintiffs and others, and to damage plaintiffs and others in violation of ILSA and UTPCPL.

704. As a result of the defendants' actions in pursuit of their common purpose to mislead plaintiffs and the public, the plaintiffs suffered damages.

WHEREFORE, plaintiffs Dietrich Franczuszki and Evelyn Klein-Franczuszki demand judgment against each and every defendant for a sum in excess of \$50,000 and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 76 – NEGLIGENCE AND NEGLIGENT MISREPRESENTATION**

**Paul F.X. Gallagher and Maureen Rowan v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Karen Ragan**

705. Paul F.X. Gallagher and Maureen Rowan incorporate paragraphs 1 – 179 as if fully set forth in this count.

706. Defendants Kahn, Asher Kahn Realty, and Ragan had a duty to deal honestly and truthfully with plaintiffs and with other participants in the real estate market.

707. Defendants Asher Kahn Realty, as well as Citi Habitats Marketing Group, LLC and NRT New York, Inc., had a duty to exercise reasonable care in supervising the work of defendants Kahn and Ragan in order to ensure that their representations were true and not misleading.

708. Defendant Ragan and others in the Murano Sales Office made material misrepresentations to Paul F.X. Gallagher and Maureen Rowan and their lender's appraiser, as set forth above, including those described in paragraphs 92 and 135.

709. Defendant Ragan and others in the Murano Sales Office made these material misrepresentations as the salesperson(s) for Asher Kahn Realty and at the direction of, in the employ of, for the benefit of, and as agents for defendants Asher Kahn, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom knew or should have known that Ragan and others were making representations that were false, and/or all of whom failed to make a reasonable investigation into whether Ragan and others were doing so.

710. The defendants identified in this count, and each of them, intended for their material misrepresentations to induce the plaintiffs to act on those misrepresentations.

711. Plaintiffs justifiably relied on these material misrepresentations, along with and in the context of the other material misrepresentations described in the Complaint.

712. The defendants' material misrepresentations were the proximate cause of plaintiffs' injuries.

WHEREFORE, plaintiffs Paul F.X. Gallagher and Maureen Rowan demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Karen Ragan, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 77 – FRAUD/INTENTIONAL MISREPRESENTATION  
AND THE AIDING AND ABETTING THEREOF**

**Paul F.X. Gallagher and Maureen Rowan v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Karen Ragan**

713. Paul F.X. Gallagher and Maureen Rowan incorporate paragraphs 1 – 179 and 705 – 712 as if fully set forth in this count.

714. Defendant Ragan knew that the misstatements she made were false, material, and misleading, and she intended that Mr. Gallagher and Ms. Rowan would rely on them.

715. Defendant Ragan made these material misrepresentations as the salesperson for Asher Kahn Realty and at the direction of, in the employ of, as an agent for, and for the benefit of defendants Asher Kahn, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom knew of the misrepresentations and their falsity and intended to benefit from them.

716. Plaintiffs justifiably relied on these material misrepresentations, along with and in the context of other misrepresentations defendants made.

717. The defendants who did not directly make material representations to plaintiffs aided, abetted, directed, or controlled the making of them and benefitted from them.

718. Defendants, and each of them, committed fraud/intentional misrepresentation in concert with one another pursuant to a common scheme and/or design to defraud plaintiffs and the public. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiffs and gave substantial assistance to the others to accomplish the fraud set forth in this Complaint.

719. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties to plaintiffs.

720. The defendants' material misrepresentations were the proximate cause of plaintiffs' injuries.

WHEREFORE, plaintiffs Paul F.X. Gallagher and Maureen Rowan demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Karen Ragan, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, including actual and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 78 – VIOLATION OF THE INTERSTATE LAND SALES FULL DISCLOSURE  
ACT AND THE AIDING AND ABETTING THEREOF**

**Paul F.X. Gallagher and Maureen Rowan v. The Developer Defendants, The Marketing  
Defendants, Asher R. Kahn, Asher Kahn Realty, and Karen Ragan**

721. Paul F.X. Gallagher and Maureen Rowan incorporate paragraphs 1 – 179 and 705 – 720 as if fully set forth in this count.

722. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Karen Ragan used means or instruments of transportation or communication in interstate commerce, including use of the mails, with respect to the offer to sell and/or sale of lots, and engaged in a scheme or artifice to defraud, obtained money by means of an untrue statement of material fact, and/or engaged in a transaction, practice, or course of business that operated or would operate as a fraud or deceit upon the purchaser and on the market in violation of the Interstate Land Sales Full Disclosure Act (“ILSA”).

723. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Karen Ragan are liable for damages and other remedies under ILSA as sellers or as the sellers’ agents.

724. Defendants identified in this count, and each of them, knew that the other’s conduct constituted a breach of duty to plaintiffs and gave substantial assistance to the others to accomplish the ILSA violations described in this Complaint.

725. Each defendant’s conduct, if considered separately, constitutes a breach of his, her, or its duties under ILSA.

WHEREFORE, plaintiffs Paul F.X. Gallagher and Maureen Rowan demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Karen Ragan, Citi Habitats Marketing

Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with other remedies authorized by ILSA, including interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 79 – VIOLATION OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES  
AND CONSUMER PROTECTION LAW AND  
THE AIDING AND ABETTING THEREOF**

**Paul F.X. Gallagher and Maureen Rowan v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Karen Ragan**

726. Paul F.X. Gallagher and Maureen Rowan incorporate paragraphs 1 – 179 and 705 – 725 as if fully set forth in this count.

727. Plaintiffs are purchasers of real estate primarily used for personal, family, or household purposes.

728. Defendants knowingly or recklessly engaged in deception or fraud that included making, or causing to be made, or assisting in the making of material misrepresentations to plaintiffs and the public on which plaintiffs justifiably relied in connection with plaintiffs' purchase of a unit in the Murano.

729. This fraud and/or deceptive conduct was the proximate cause of plaintiffs' injuries.

730. Defendants, and each of them, committed fraud and fraud on the market in concert with one another pursuant to a common scheme and/or design to defraud plaintiffs and the public in violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law ("UTPCPL").

731. Defendants, and each of them, engaged in deceptive conduct in concert with one another pursuant to a common scheme and/or design to deceive plaintiffs and the public in violation of the UTPCPL.

732. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiffs and gave substantial assistance to the others to accomplish the deceptive conduct set forth in this Complaint.

733. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties under the UTPCPL.

WHEREFORE, plaintiffs Paul F.X. Gallagher and Maureen Rowan demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Karen Ragan, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with treble damages as permitted by statute, interest, costs, attorneys' fees as permitted by statute, and other relief the Court deems appropriate.

**COUNT 80 – CIVIL CONSPIRACY  
TO COMMIT FRAUD AND TO VIOLATE ILSA AND THE UTPCPL**

**Paul F.X. Gallagher and Maureen Rowan v. All Defendants**

734. Paul F.X. Gallagher and Maureen Rowan incorporate paragraphs 1 – 179 and 705 – 733 as if fully set forth in this count.

735. The defendants, and each of them, acted with the common and unlawful purpose of misleading plaintiffs about the level of sales at the Murano, the availability or unavailability of certain units, the availability or unavailability of parking spaces, and other material matters.

736. The defendants, and each of them, conveyed these misstatements to plaintiffs and others in the market in pursuit of the common purpose to mislead plaintiffs and the public.

737. Those defendants who did not make misstatements directly to plaintiffs, including those defendants who did not participate in the conspiracy until after misstatements were made to plaintiffs, conspired with and agreed with the defendants who did in order to advance the purposes of the conspiracy alleged herein.

738. All defendants joined, agreed, and conspired to defraud plaintiffs and others, and to damage plaintiffs and others in violation of ILSA and UTPCPL.

739. As a result of the defendants' actions in pursuit of their common purpose to mislead plaintiffs and the public, the plaintiffs suffered damages.

WHEREFORE, plaintiffs Paul F.X. Gallagher and Maureen Rowan demand judgment against each and every defendant for a sum in excess of \$50,000 and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 81 – NEGLIGENCE AND NEGLIGENT MISREPRESENTATION**

**Anubhav and Bijal A. Gogna v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo**

740. Anubhav and Bijal A. Gogna incorporate paragraphs 1 – 179 as if fully set forth in this count.

741. Defendants Kahn, Asher Kahn Realty, and Rizzo had a duty to deal honestly and truthfully with plaintiffs and with other participants in the real estate market.

742. Defendants Kahn and Asher Kahn Realty, as well as Citi Habitats Marketing Group, LLC and NRT New York, Inc., had a duty to exercise reasonable care in supervising the work of defendant Rizzo in order to ensure that his representations were true and not misleading.

743. Defendant Rizzo made material misrepresentations to Mr. and Ms. Gogna, as set forth above, including those described in paragraphs 57, 106, and 107.

744. Defendant Rizzo made these material misrepresentations as the salesperson for Asher Kahn Realty and at the direction of, in the employ of, for the benefit of, and as an agent for defendants Asher Kahn, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom knew or should have known that Rizzo was making representations that were false, and/or all of whom failed to make a reasonable investigation into whether Rizzo was doing so.

745. The defendants identified in this count, and each of them, intended for their material misrepresentations to induce the plaintiffs to act on those misrepresentations.

746. Plaintiffs justifiably relied on these material misrepresentations, along with and in the context of the other material misrepresentations described in the Complaint.

747. The defendants' material misrepresentations were the proximate cause of plaintiffs' injuries.

WHEREFORE, plaintiffs Anubhav and Bijal A. Gogna demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 82 – FRAUD/INTENTIONAL MISREPRESENTATION  
AND THE AIDING AND ABETTING THEREOF**

**Anubhav and Bijal A. Gogna v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo**

748. Anubhav and Bijal A. Gogna incorporate paragraphs 1 – 179 and 740 – 747 as if fully set forth in this count.

749. Defendant Rizzo knew that the misstatements he made were false, material, and misleading, and he intended that Mr. and Ms. Gogna would rely on them.

750. Defendant Rizzo made these material misrepresentations as the salesperson for Asher Kahn Realty and at the direction of, in the employ of, as an agent for, and for the benefit of defendants Asher Kahn, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom knew of the misrepresentations and their falsity and intended to benefit from them.

751. Plaintiffs justifiably relied on these material misrepresentations, along with and in the context of other misrepresentations defendants made.

752. The defendants who did not directly make material representations to plaintiffs aided, abetted, directed, or controlled the making of them and benefitted from them.

753. Defendants, and each of them, committed fraud/intentional misrepresentation in concert with one another pursuant to a common scheme and/or design to defraud plaintiffs and the public. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiffs and gave substantial assistance to the others to accomplish the fraud set forth in this Complaint.

754. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties to plaintiffs.

755. The defendants' material misrepresentations were the proximate cause of plaintiffs' injuries.

WHEREFORE, plaintiffs Anubhav and Bijal A. Gogna demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, including actual and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 83 – VIOLATION OF THE INTERSTATE LAND SALES FULL DISCLOSURE ACT AND THE AIDING AND ABETTING THEREOF**

**Anubhav and Bijal A. Gogna v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo**

756. Anubhav and Bijal A. Gogna incorporate paragraphs 1 – 179 and 740 – 755 as if fully set forth in this count.

757. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo used means or instruments of transportation or communication in interstate commerce, including use of the mails, with respect to the offer to sell and/or sale of lots, and engaged in a scheme or artifice to defraud, obtained money by means of an untrue statement of material fact, and/or engaged in a transaction, practice, or course of business that operated or would operate as a fraud or deceit upon the

purchaser and on the market in violation of the Interstate Land Sales Full Disclosure Act (“ILSA”).

758. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo are liable for damages and other remedies under ILSA as sellers or as the sellers’ agents.

759. Defendants identified in this count, and each of them, knew that the other’s conduct constituted a breach of duty to plaintiffs and gave substantial assistance to the others to accomplish the ILSA violations described in this Complaint.

760. Each defendant’s conduct, if considered separately, constitutes a breach of his, her, or its duties under ILSA.

WHEREFORE, plaintiffs Anubhav and Bijal A. Gogna demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with other remedies authorized by ILSA, including interest, costs, attorneys’ fees, and other relief the Court deems appropriate.

**COUNT 84 – VIOLATION OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES  
AND CONSUMER PROTECTION LAW AND  
THE AIDING AND ABETTING THEREOF**

**Anubhav and Bijal A. Gogna v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo**

761. Anubhav and Bijal A. Gogna incorporate paragraphs 1 – 179 and 740 – 760 as if fully set forth in this count.

762. Plaintiffs are purchasers of real estate primarily used for personal, family, or household purposes.

763. Defendants knowingly or recklessly engaged in deception or fraud that included making, or causing to be made, or assisting in the making of material misrepresentations to plaintiffs and the public on which plaintiffs justifiably relied in connection with plaintiffs' purchase of a unit in the Murano.

764. This fraud and/or deceptive conduct was the proximate cause of plaintiffs' injuries.

765. Defendants, and each of them, committed fraud and fraud on the market in concert with one another pursuant to a common scheme and/or design to defraud plaintiffs and the public in violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law ("UTPCPL").

766. Defendants, and each of them, engaged in deceptive conduct in concert with one another pursuant to a common scheme and/or design to deceive plaintiffs and the public in violation of the UTPCPL.

767. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiffs and gave substantial assistance to the others to accomplish the deceptive conduct set forth in this Complaint.

768. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties under the UTPCPL.

WHEREFORE, plaintiffs Anubhav and Bijal A. Gogna demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC,

TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with treble damages as permitted by statute, interest, costs, attorneys' fees as permitted by statute, and other relief the Court deems appropriate.

**COUNT 85 – CIVIL CONSPIRACY  
TO COMMIT FRAUD AND TO VIOLATE ILSA AND THE UTPCPL**

**Anubhav and Bijal A. Gogna v. All Defendants**

769. Anubhav and Bijal A. Gogna incorporate paragraphs 1 – 179 and 740 – 768 as if fully set forth in this count.

770. The defendants, and each of them, acted with the common and unlawful purpose of misleading plaintiffs about the level of sales at the Murano, the availability or unavailability of certain units, the availability or unavailability of parking spaces, and other material matters.

771. The defendants, and each of them, conveyed these misstatements to plaintiffs and others in the market in pursuit of the common purpose to mislead plaintiffs and the public.

772. Those defendants who did not make misstatements directly to plaintiffs, including those defendants who did not participate in the conspiracy until after misstatements were made to plaintiffs, conspired with and agreed with the defendants who did in order to advance the purposes of the conspiracy alleged herein.

773. All defendants joined, agreed, and conspired to defraud plaintiffs and others, and to damage plaintiffs and others in violation of ILSA and UTPCPL.

774. As a result of the defendants' actions in pursuit of their common purpose to mislead plaintiffs and the public, the plaintiffs suffered damages.

WHEREFORE, plaintiffs Anubhav and Bijal A. Gogna demand judgment against each and every defendant for a sum in excess of \$50,000 and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 86 – NEGLIGENCE AND NEGLIGENT MISREPRESENTATION**

**Gregory D. Hanscom and Laura M. Hemm v. The Developer Defendants,  
The Marketing Defendants, Asher R. Kahn, and Asher Kahn Realty**

775. Gregory D. Hanscom and Laura M. Hemm incorporate paragraphs 1 – 179 as if fully set forth in this count.

776. Defendants Kahn and Asher Kahn Realty had a duty to deal honestly and truthfully with plaintiffs and with other participants in the real estate market.

777. Defendants Asher Kahn Realty, as well as Citi Habitats Marketing Group, LLC and NRT New York, Inc., had a duty to exercise reasonable care in supervising the work of defendant Kahn in order to ensure that Kahn's representations were true and not misleading.

778. Defendant Kahn made material misrepresentations to Mr. Hanscom and Ms. Hemm, as set forth above, including those described in paragraph 74.

779. Defendant Kahn made these material misrepresentations as the broker for Asher Kahn Realty and at the direction of, in the employ of, for the benefit of, and as an agent for defendants Asher Kahn Realty, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom knew or should have known that Kahn was making representations that were false, and/or all of whom failed to make a reasonable investigation into whether Kahn was doing so.

780. The defendants identified in this count, and each of them, intended for their material misrepresentations to induce the plaintiffs to act on those misrepresentations.

781. Plaintiffs justifiably relied on these material misrepresentations, along with and in the context of the other material misrepresentations described in the Complaint.

782. The defendants' material misrepresentations were the proximate cause of plaintiffs' injuries.

WHEREFORE, Gregory D. Hanscom and Laura M. Hemm demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 87 – FRAUD/INTENTIONAL MISREPRESENTATION  
AND THE AIDING AND ABETTING THEREOF**

**Gregory D. Hanscom and Laura M. Hemm v. The Developer Defendants,  
The Marketing Defendants, Asher R. Kahn, and Asher Kahn Realty**

783. Gregory D. Hanscom and Laura M. Hemm incorporate paragraphs 1 – 179 and 775 – 782 as if fully set forth in this count.

784. Defendant Kahn knew that the misstatements he made were false, material, and misleading, and he intended that Mr. Hanscom and Ms. Hemm would rely on them.

785. Defendant Kahn made these material misrepresentations as the broker for Asher Kahn Realty and at the direction of, in the employ of, as an agent for, and for the benefit of defendants Asher Kahn Realty, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom knew of the misrepresentations and their falsity and intended to benefit from them.

786. Plaintiffs justifiably relied on these material misrepresentations, along with and in the context of other misrepresentations defendants made.

787. The defendants who did not directly make material representations to plaintiffs aided, abetted, directed, or controlled the making of them and benefitted from them.

788. Defendants, and each of them, committed fraud/intentional misrepresentation in concert with one another pursuant to a common scheme and/or design to defraud plaintiffs and the public. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiffs and gave substantial assistance to the others to accomplish the fraud set forth in this Complaint.

789. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties to plaintiffs.

790. The defendants' material misrepresentations were the proximate cause of plaintiffs' injuries.

WHEREFORE, plaintiffs Gregory D. Hanscom and Laura M. Hemm demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, including actual and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 88 – VIOLATION OF THE INTERSTATE LAND SALES FULL DISCLOSURE  
ACT AND THE AIDING AND ABETTING THEREOF**

**Gregory D. Hanscom and Laura M. Hemm v. The Developer Defendants,  
The Marketing Defendants, Asher R. Kahn ,and Asher Kahn Realty**

791. Gregory D. Hanscom and Laura M. Hemm incorporate paragraphs 1 – 179 and 775 – 790 as if fully set forth in this count.

792. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, and Asher Kahn Realty used means or instruments of transportation or communication in interstate commerce, including use of the mails, with respect to the offer to sell and/or sale of lots, and engaged in a scheme or artifice to defraud, obtained money by means of an untrue statement of material fact, and/or engaged in a transaction, practice, or course of business that operated or would operate as a fraud or deceit upon the purchaser and on the market in violation of the Interstate Land Sales Full Disclosure Act (“ILSA”).

793. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, and Asher Kahn Realty are liable for damages and other remedies under ILSA as sellers or as the sellers’ agents.

794. Defendants identified in this count, and each of them, knew that the other’s conduct constituted a breach of duty to plaintiffs and gave substantial assistance to the others to accomplish the ILSA violations described in this Complaint.

795. Each defendant’s conduct, if considered separately, constitutes a breach of his, her, or its duties under ILSA.

WHEREFORE, plaintiffs Gregory D. Hanscom and Laura M. Hemm demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101

Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with other remedies authorized by ILSA, including interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 89 – VIOLATION OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES  
AND CONSUMER PROTECTION LAW AND  
THE AIDING AND ABETTING THEREOF**

**Gregory D. Hanscom and Laura M. Hemm v. The Developer Defendants,  
The Marketing Defendants, Asher R. Kahn, and Asher Kahn Realty**

796. Gregory D. Hanscom and Laura M. Hemm incorporate paragraphs 1 – 179 and 775 – 795 as if fully set forth in this count.

797. Plaintiffs are purchasers of real estate primarily used for personal, family, or household purposes.

798. Defendants knowingly or recklessly engaged in deception or fraud that included making, or causing to be made, or assisting in the making of material misrepresentations to plaintiffs and the public on which plaintiffs justifiably relied in connection with plaintiffs' purchase of a unit in the Murano.

799. This fraud and/or deceptive conduct was the proximate cause of plaintiffs' injuries.

800. Defendants, and each of them, committed fraud and fraud on the market in concert with one another pursuant to a common scheme and/or design to defraud plaintiffs and the public in violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law ("UTPCPL").

801. Defendants, and each of them, engaged in deceptive conduct in concert with one another pursuant to a common scheme and/or design to deceive plaintiffs and the public in violation of the UTPCPL.

802. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiffs and gave substantial assistance to the others to accomplish the deceptive conduct set forth in this Complaint.

803. Each defendant's conduct, if considered separately, constitutes a breach of his, her or its duties under the UTPCPL.

WHEREFORE, plaintiffs Gregory D. Hanscom and Laura M. Hemm demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with treble damages as permitted by statute, interest, costs, attorneys' fees as permitted by statute, and other relief the Court deems appropriate.

**COUNT 90 – CIVIL CONSPIRACY  
TO COMMIT FRAUD AND TO VIOLATE ILSA AND THE UTPCPL**

**Gregory D. Hanscom and Laura M. Hemm v. All Defendants**

804. Gregory D. Hanscom and Laura M. Hemm incorporate paragraphs 1 – 179 and 775 – 803 as if fully set forth in this count.

805. The defendants, and each of them, acted with the common and unlawful purpose of misleading plaintiffs about the level of sales at the Murano, the availability or unavailability of certain units, the availability or unavailability of parking spaces, and other material matters.

806. The defendants, and each of them, conveyed these misstatements to plaintiffs and others in the market in pursuit of the common purpose to mislead plaintiffs and the public.

807. Those defendants who did not make misstatements directly to plaintiffs, including those defendants who did not participate in the conspiracy until after misstatements were made to

plaintiffs, conspired with and agreed with the defendants who did in order to advance the purposes of the conspiracy alleged herein.

808. All defendants joined, agreed, and conspired to defraud plaintiffs and others, and to damage plaintiff and others in violation of ILSA and UTPCPL.

809. As a result of the defendants' actions in pursuit of their common purpose to mislead plaintiffs and the public, the plaintiffs suffered damages.

WHEREFORE, plaintiffs Gregory D. Hanscom and Laura M. Hemm demand judgment against each and every defendant for a sum in excess of \$50,000 and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 91 – NEGLIGENCE AND NEGLIGENT MISREPRESENTATION**

**Diane A. Hedrich v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, and Asher Kahn Realty**

810. Diane A. Hedrich incorporates paragraphs 1 – 179 as if fully set forth in this count.

811. Defendants Kahn and Asher Kahn Realty had a duty to deal honestly and truthfully with plaintiff and with other participants in the real estate market.

812. Defendants Asher Kahn Realty, as well as Citi Habitats Marketing Group, LLC and NRT New York, Inc., had a duty to exercise reasonable care in supervising the work of defendant Kahn in order to ensure that Kahn's representations were true and not misleading.

813. Defendant Kahn made material misrepresentations to Diane A. Hedrich, as set forth above, including those described in paragraph 72.

814. Defendant Kahn made these material misrepresentations as the broker for Asher Kahn Realty and at the direction of, in the employ of, for the benefit of, and as an agent for defendants Asher Kahn Realty, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT

New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom knew or should have known that Kahn was making representations that were false, and/or all of whom failed to make a reasonable investigation into whether Kahn was doing so.

815. The defendants identified in this count, and each of them, intended for their material misrepresentations to induce the plaintiff to act on those misrepresentations.

816. Plaintiff justifiably relied on these material misrepresentations, along with and in the context of the other material misrepresentations described in the Complaint.

817. The defendants' material misrepresentations were the proximate cause of plaintiff's injuries.

WHEREFORE, Diane A. Hedrich demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 92 – FRAUD/INTENTIONAL MISREPRESENTATION  
AND THE AIDING AND ABETTING THEREOF**

**Diane A. Hedrich v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn ,and Asher Kahn Realty**

818. Diane A. Hedrich incorporates paragraphs 1 – 179 and 810 – 817 as if fully set forth in this count.

819. Defendant Kahn knew that the misstatements he made were false, material, and misleading, and he intended that Ms. Hedrich would rely on them.

820. Defendant Kahn made these material misrepresentations as the broker for Asher Kahn Realty and at the direction of, in the employ of, as an agent for, and for the benefit of defendants Asher Kahn Realty, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom knew of the misrepresentations and their falsity and intended to benefit from them.

821. Plaintiff justifiably relied on these material misrepresentations, along with and in the context of other misrepresentations defendants made.

822. The defendants who did not directly make material representations to plaintiff aided, abetted, directed, or controlled the making of them and benefitted from them.

823. Defendants, and each of them, committed fraud/intentional misrepresentation in concert with one another pursuant to a common scheme and/or design to defraud plaintiff and the public. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiff and gave substantial assistance to the others to accomplish the fraud set forth in this Complaint.

824. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties to plaintiff.

825. The defendants' material misrepresentations were the proximate cause of plaintiff's injuries.

WHEREFORE, plaintiff Diane A. Hedrich demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in

excess of \$50,000, including actual and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 93 – VIOLATION OF THE INTERSTATE LAND SALES FULL DISCLOSURE ACT AND THE AIDING AND ABETTING THEREOF**

**Diane A. Hedrich v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, and Asher Kahn Realty**

826. Diane A. Hedrich incorporates paragraphs 1 – 179 and 810 – 825 as if fully set forth in this count.

827. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, and Asher Kahn Realty used means or instruments of transportation or communication in interstate commerce, including use of the mails, with respect to the offer to sell and/or sale of lots, and engaged in a scheme or artifice to defraud, obtained money by means of an untrue statement of material fact, and/or engaged in a transaction, practice, or course of business that operated or would operate as a fraud or deceit upon the purchaser and on the market in violation of the Interstate Land Sales Full Disclosure Act (“ILSA”).

828. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, and Asher Kahn Realty are liable for damages and other remedies under ILSA as sellers or as the sellers' agents.

829. Defendants identified in this count, and each of them, knew that the other's conduct constituted a breach of duty to plaintiff and gave substantial assistance to the others to accomplish the ILSA violations described in this Complaint.

830. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties under ILSA.

WHEREFORE, plaintiff Diane A. Hedrich demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with other remedies authorized by ILSA, including interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 94 – VIOLATION OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES  
AND CONSUMER PROTECTION LAW AND  
THE AIDING AND ABETTING THEREOF**

**Diane A. Hedrich v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, and Asher Kahn Realty**

831. Diane A. Hedrich incorporates paragraphs 1 – 179 and 810 – 830 as if fully set forth in this count.

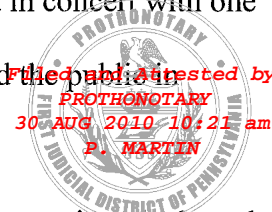
832. Plaintiff is a purchaser of real estate primarily used for personal, family, or household purposes.

833. Defendants knowingly or recklessly engaged in deception or fraud that included making, or causing to be made, or assisting in the making of material misrepresentations to plaintiff and the public on which plaintiff justifiably relied in connection with plaintiff's purchase of a unit in the Murano.

834. This fraud and/or deceptive conduct was the proximate cause of plaintiff's injuries.

835. Defendants, and each of them, committed fraud and fraud on the market in concert with one another pursuant to a common scheme and/or design to defraud plaintiff and the public in violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law ("UTPCPL").

836. Defendants, and each of them, engaged in deceptive conduct in concert with one another pursuant to a common scheme and/or design to deceive plaintiff and the public in violation of the UTPCPL.



837. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiff and gave substantial assistance to the others to accomplish the deceptive conduct set forth in this Complaint.

838. Each defendant's conduct, if considered separately, constitutes a breach of his, her or its duties under the UTPCPL.

WHEREFORE, plaintiff Diane A. Hedrich demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with treble damages as permitted by statute, interest, costs, attorneys' fees as permitted by statute, and other relief the Court deems appropriate.

**COUNT 95 – CIVIL CONSPIRACY  
TO COMMIT FRAUD AND TO VIOLATE ILSA AND THE UTPCPL**

**Diane A. Hedrich v. All Defendants**

839. Diane A. Hedrich incorporates paragraphs 1 – 179 and 810 – 838 as if fully set forth in this count.

840. The defendants, and each of them, acted with the common and unlawful purpose of misleading plaintiff about the level of sales at the Murano, the availability or unavailability of certain units, the availability or unavailability of parking spaces, and other material matters.

841. The defendants, and each of them, conveyed these misstatements to plaintiff and others in the market in pursuit of the common purpose to mislead plaintiff and the public.

842. Those defendants who did not make misstatements directly to plaintiff, including those defendants who did not participate in the conspiracy until after misstatements were made to plaintiff, conspired with and agreed with the defendants who did in order to advance the purposes of the conspiracy alleged herein.

843. All defendants joined, agreed, and conspired to defraud plaintiff and others, and to damage plaintiff and others in violation of ILSA and UTPCPL.

844. As a result of the defendants' actions in pursuit of their common purpose to mislead plaintiff and the public, the plaintiff suffered damages.

WHEREFORE, plaintiff Diane A. Hedrich demands judgment against each and every defendant for a sum in excess of \$50,000 and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 96 – NEGLIGENCE AND NEGLIGENT MISREPRESENTATION**

**Johnny J. Im v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, Asher Kahn Realty, and Karen Ragan**

845. Johnny J. Im incorporates paragraphs 1 – 179 as if fully set forth in this count.

846. Defendants Kahn, Asher Kahn Realty, and Ragan had a duty to deal honestly and truthfully with plaintiff and with other participants in the real estate market.

847. Defendants Kahn and Asher Kahn Realty, as well as Citi Habitats Marketing Group, LLC and NRT New York, Inc., had a duty to exercise reasonable care in supervising the work of defendant Ragan in order to ensure that her representations were true and not misleading.

848. Defendant Ragan made material misrepresentations to Mr. Im, as set forth above, including those described in paragraph 84.

849. Defendant Ragan made these material misrepresentations as the salesperson for Asher Kahn Realty and at the direction of, in the employ of, for the benefit of, and as an agent for defendants Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom should have known that Ragan was making representations that were false, and/or all of whom failed to make a reasonable investigation into whether Ragan was doing so.

850. The defendants identified in this count, and each of them, intended for their material misrepresentations to induce the plaintiff to act on those misrepresentations.

851. Plaintiff justifiably relied on these material misrepresentations, along with and in the context of the other material misrepresentations described in the Complaint.

852. The defendants' material misrepresentations were the proximate cause of plaintiff's injuries.

WHEREFORE, plaintiff Johnny J. Im demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Karen Ragan, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 97 – FRAUD/INTENTIONAL MISREPRESENTATION  
AND THE AIDING AND ABETTING THEREOF**

**Johnny J. Im v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, Asher Kahn Realty, and Karen Ragan**

853. Johnny J. Im incorporates paragraphs 1 – 179 and 845 – 852 as if fully set forth in this count.

854. Defendant Ragan knew that the misstatements she made were false, material, and misleading, and she intended that Mr. Im would rely on them.

855. Defendant Ragan made these material misrepresentations as the salesperson for Asher Kahn Realty and at the direction of, in the employ of, as an agent for, and for the benefit of defendants Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom knew of the misrepresentations and their falsity and intended to benefit from them.

856. Plaintiff justifiably relied on these material misrepresentations, along with and in the context of other misrepresentations defendants made.

857. The defendants who did not directly make material representations to plaintiff aided, abetted, directed, or controlled the making of them and benefitted from them.

858. Defendants, and each of them, committed fraud/intentional misrepresentation in concert with one another pursuant to a common scheme and/or design to defraud plaintiff and the public. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiff and gave substantial assistance to the others to accomplish the fraud set forth in this Complaint.

859. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties to plaintiff.

860. The defendants' material misrepresentations were the proximate cause of plaintiff's injuries.

WHEREFORE, plaintiff Johnny J. Im demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Karen Ragan, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, including actual and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 98 – VIOLATION OF THE INTERSTATE LAND SALES FULL DISCLOSURE  
ACT AND THE AIDING AND ABETTING THEREOF**

**Johnny J. Im v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, Asher Kahn Realty, and Karen Ragan**

861. Johnny J. Im incorporates paragraphs 1 – 179 and 845 – 860 as if fully set forth in this count.

862. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Karen Ragan used means or instruments of transportation or communication in interstate commerce, including use of the mails, with respect to the offer to sell and/or sale of lots, and engaged in a scheme or artifice to defraud, obtained money by means of an untrue statement of material fact, and/or engaged in a transaction, practice, or course of business that operated or would operate as a fraud or deceit upon the purchaser and on the market in violation of the Interstate Land Sales Full Disclosure Act ("ILSA").

863. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Karen Ragan are liable for damages and other remedies under ILSA as sellers or as the sellers' agents.

864. Defendants identified in this count, and each of them, knew that the other's conduct constituted a breach of duty to plaintiff and gave substantial assistance to the others to accomplish the ILSA violations described in this Complaint.

865. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties under ILSA.

WHEREFORE, plaintiff Johnny J. Im demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Karen Ragan, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with other remedies authorized by ILSA, including interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 99 – VIOLATION OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES  
AND CONSUMER PROTECTION LAW AND  
THE AIDING AND ABETTING THEREOF**

**Johnny J. Im v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, Asher Kahn Realty, and Karen Ragan**

866. Johnny J. Im incorporates paragraphs 1 – 179 and 845 – 865 as if fully set forth in this count.

867. Plaintiff is a purchaser of real estate primarily used for personal, family, or household purposes.

868. Defendants knowingly or recklessly engaged in deception or fraud that included making, or causing to be made, or assisting in the making of material misrepresentations to

plaintiff and the public on which plaintiff justifiably relied in connection with plaintiff's purchase of a unit in the Murano.

869. This fraud and/or deceptive conduct was the proximate cause of plaintiff's injuries.

870. Defendants, and each of them, committed fraud and fraud on the market in concert with one another pursuant to a common scheme and/or design to defraud plaintiff and the public in violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law ("UTPCPL").

871. Defendants, and each of them, engaged in deceptive conduct in concert with one another pursuant to a common scheme and/or design to deceive plaintiff and the public in violation of the UTPCPL.

872. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiff and gave substantial assistance to the others to accomplish the deceptive conduct set forth in this Complaint.

873. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties under the UTPCPL.

WHEREFORE, plaintiff Johnny J. Im demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Karen Ragan, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with treble damages as permitted by statute, interest, costs, attorneys' fees as permitted by statute, and other relief the Court deems appropriate.

**COUNT 100 – CIVIL CONSPIRACY  
TO COMMIT FRAUD AND TO VIOLATE ILSA AND THE UTPCPL**

**Johnny J. Im v. All Defendants**

874. Johnny J. Im incorporates paragraphs 1 – 179 and 845 – 873 as if fully set forth in this count.

875. The defendants, and each of them, acted with the common and unlawful purpose of misleading plaintiff about the level of sales at the Murano, the availability or unavailability of certain units, the availability or unavailability of parking spaces, and other material matters.

876. The defendants, and each of them, conveyed these misstatements to plaintiff and others in the market in pursuit of the common purpose to mislead plaintiff and the public.

877. Those defendants who did not make misstatements directly to plaintiff, including those defendants who did not participate in the conspiracy until after misstatements were made to plaintiff, conspired with and agreed with the defendants who did in order to advance the purposes of the conspiracy alleged herein.

878. All defendants joined, agreed, and conspired to defraud plaintiff and others, and to damage plaintiff and others in violation of ILSA and UTPCPL.

879. As a result of the defendants' actions in pursuit of their common purpose to mislead plaintiff and the public, the plaintiff suffered damages.

WHEREFORE, plaintiff Johnny J. Im demands judgment against each and every defendant for a sum in excess of \$50,000 and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 101 – NEGLIGENCE AND NEGLIGENT MISREPRESENTATION**

**Mian A. and Ambereen M. Jan v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, and Asher Kahn Realty**

880. Mian A. and Ambereen M. Jan incorporate paragraphs 1 – 179 as if fully set forth in this count.

881. Defendants Kahn and Asher Kahn Realty had a duty to deal honestly and truthfully with plaintiffs and with other participants in the real estate market.

882. Defendants Kahn and Asher Kahn Realty, as well as Citi Habitats Marketing Group, LLC and NRT New York, Inc., had a duty to exercise reasonable care in supervising the work of those in the Murano Sales Office in order to ensure that their representations were true and not misleading.

883. One or more representatives in the Murano Sales Office made material misrepresentations to Dr. Jan, as set forth above, including those described in paragraph 60.

884. Defendants made these material misrepresentations as the salespersons and/or employees of Asher Kahn Realty and at the direction of, in the employ of, for the benefit of, and as agents for defendants Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom should have known that Kahn's employees were making representations that were false, and/or all of whom failed to make a reasonable investigation into whether Kahn and his employees were doing so.

885. The defendants identified in this count, and each of them, intended for their material misrepresentations to induce the plaintiffs to act on those misrepresentations.

886. Plaintiffs justifiably relied on these material misrepresentations, along with and in the context of the other material misrepresentations described in the Complaint.

887. The defendants' material misrepresentations were the proximate cause of plaintiffs' injuries.

WHEREFORE, plaintiffs Mian A. and Ambereen M. Jan demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 102 – FRAUD/INTENTIONAL MISREPRESENTATION  
AND THE AIDING AND ABETTING THEREOF**

**Mian A. and Ambereen M. Jan v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, and Asher Kahn Realty**

888. Mian A. and Ambereen M. Jan incorporate paragraphs 1 – 179 and 880 – 887 as if fully set forth in this count.

889. Defendants knew that the misstatements they made were false, material, and misleading, and they intended that plaintiffs would rely on them.

890. Defendants made these material misrepresentations as the salespersons and/or employees of Asher Kahn Realty and at the direction of, in the employ of, as agents for, and for the benefit of defendants Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom knew of the misrepresentations and their falsity and intended to benefit from them.

891. Plaintiffs justifiably relied on these material misrepresentations, along with and in the context of other misrepresentations defendants made.

892. The defendants who did not directly make material representations to plaintiffs aided, abetted, directed, or controlled the making of them and benefitted from them.

893. Defendants, and each of them, committed fraud/intentional misrepresentation in concert with one another pursuant to a common scheme and/or design to defraud plaintiffs and the public. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiffs and gave substantial assistance to the others to accomplish the fraud set forth in this Complaint.

894. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties to plaintiffs.

895. The defendants' material misrepresentations were the proximate cause of plaintiffs' injuries.

WHEREFORE, plaintiffs Mian A. and Ambereen M. Jan demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, including actual and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 103 – VIOLATION OF THE INTERSTATE LAND SALES FULL DISCLOSURE ACT AND THE AIDING AND ABETTING THEREOF**

**Mian A. and Ambereen M. Jan v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, and Asher Kahn Realty**

896. Mian A. and Ambereen M. Jan incorporate paragraphs 1 – 179 and 880 – 895 as if fully set forth in this count.

897. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, and Asher Kahn Realty used means or instruments of transportation or communication in interstate commerce, including use of the mails, with respect to the offer to sell and/or sale of lots, and engaged in a scheme or artifice to defraud, obtained money by means of an untrue statement of material fact, and/or engaged in a transaction, practice, or course of business that operated or would operate as a fraud or deceit upon the purchaser and on the market in violation of the Interstate Land Sales Full Disclosure Act (“ILSA”).

898. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, and Asher Kahn Realty are liable for damages and other remedies under ILSA as sellers or as the sellers’ agents.

899. Defendants identified in this count, and each of them, knew that the other’s conduct constituted a breach of duty to plaintiffs and gave substantial assistance to the others to accomplish the ILSA violations described in this Complaint.

900. Each defendant’s conduct, if considered separately, constitutes a breach of his, her, or its duties under ILSA.

WHEREFORE, plaintiffs Mian A. and Ambereen M. Jan demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P.,

Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with other remedies authorized by ILSA, including interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 104 – VIOLATION OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES  
AND CONSUMER PROTECTION LAW  
AND THE AIDING AND ABETTING THEREOF**

**Mian A. and Ambereen M. Jan v. The Developer Defendants, The Marketing  
Defendants, Asher R. Kahn, and Asher Kahn Realty**

901. Mian A. and Ambereen M. Jan incorporate paragraphs 1 – 179 and 880 – 900 as if fully set forth in this count.

902. Plaintiffs are purchasers of real estate primarily used for personal, family, or household purposes.

903. Defendants knowingly or recklessly engaged in deception or fraud that included making, or causing to be made, or assisting in the making of material misrepresentations to plaintiffs and the public on which plaintiffs justifiably relied in connection with plaintiffs' purchase of a unit in the Murano.

904. This fraud and/or deceptive conduct was the proximate cause of plaintiffs' injuries.

905. Defendants, and each of them, committed fraud and fraud on the market in concert with one another pursuant to a common scheme and/or design to defraud plaintiffs and the public in violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law ("UTPCPL").

906. Defendants, and each of them, engaged in deceptive conduct in concert with one another pursuant to a common scheme and/or design to deceive plaintiffs and the public in violation of the UTPCPL.

907. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiffs and gave substantial assistance to the others to accomplish the deceptive conduct set forth in this Complaint.

908. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties under the UTPCPL.

WHEREFORE, plaintiffs Mian A. and Ambereen M. Jan demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with treble damages as permitted by statute, interest, costs, attorneys' fees as permitted by statute, and other relief the Court deems appropriate.

**COUNT 105 – CIVIL CONSPIRACY  
TO COMMIT FRAUD AND TO VIOLATE ILSA AND THE UTPCPL**

**Mian A. and Ambereen M. Jan v. All Defendants**

909. Mian A. and Ambereen M. Jan incorporate paragraphs 1 – 179 and 880 – 907 as if fully set forth in this count.

910. The defendants, and each of them, acted with the common and unlawful purpose of misleading plaintiffs about the level of sales at the Murano, the availability or unavailability of certain units, the availability or unavailability of parking spaces, and other material matters.

911. The defendants, and each of them, conveyed these misstatements to plaintiffs and others in the market in pursuit of the common purpose to mislead plaintiffs and the public.

912. Those defendants who did not make misstatements directly to plaintiffs, including those defendants who did not participate in the conspiracy until after misstatements were made to

plaintiffs, conspired with and agreed with the defendants who did in order to advance the purposes of the conspiracy alleged herein.

913. All defendants joined, agreed, and conspired to defraud plaintiffs and others, and to damage plaintiffs and others in violation of ILSA and UTPCPL.

914. As a result of the defendants' actions in pursuit of their common purpose to mislead plaintiffs and the public, the plaintiffs suffered damages.

WHEREFORE, plaintiffs Mian A. and Ambereen M. Jan demand judgment in its favor and against each and every defendant for a sum in excess of \$50,000 and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 106 – NEGLIGENCE AND NEGLIGENT MISREPRESENTATION**

**Michel C. and Joan D. Jeruchim v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Karen Ragan**

915. Michel C. and Joan D. Jeruchim incorporate paragraphs 1 – 179 as if fully set forth in this count.

916. Defendants Kahn, Asher Kahn Realty, and Ragan had a duty to deal honestly and truthfully with plaintiffs and with other participants in the real estate market.

917. Defendants Kahn and Asher Kahn Realty, as well as Citi Habitats Marketing Group, LLC and NRT New York, Inc., had a duty to exercise reasonable care in supervising the work of defendant Ragan in order to ensure that her representations were true and not misleading.

918. Defendant Ragan made material misrepresentations to Mr. and Ms. Jeruchim, as set forth above, including those described in paragraph 110.

919. Defendant Ragan made these material misrepresentations as the salesperson for Asher Kahn Realty and at the direction of, in the employ of, for the benefit of, and as an agent

for defendants Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom should have known that Ragan was making representations that were false, and/or all of whom failed to make a reasonable investigation into whether Ragan was doing so.

920. The defendants identified in this count, and each of them, intended for their material misrepresentations to induce the plaintiffs to act on those misrepresentations.

921. Plaintiffs justifiably relied on these material misrepresentations, along with and in the context of the other material misrepresentations described in the Complaint.

922. The defendants' material misrepresentations were the proximate cause of plaintiffs' injuries.

WHEREFORE, plaintiffs Michel C. and Joan D. Jeruchim demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Karen Ragan, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 107 – FRAUD/INTENTIONAL MISREPRESENTATION  
AND THE AIDING AND ABETTING THEREOF**

**Michel C. and Joan D. Jeruchim v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Karen Ragan**

923. Michel C. and Joan D. Jeruchim incorporate paragraphs 1 – 179 and 915 – 922 as if fully set forth in this count.

924. Defendant Ragan knew that the misstatements she made were false, material, and misleading, and she intended that Mr. and Ms. Jeruchim would rely on them.

925. Defendant Ragan made these material misrepresentations as the salesperson for Asher Kahn Realty and at the direction of, in the employ of, as an agent for, and for the benefit of defendants Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom knew of the misrepresentations and their falsity and intended to benefit from them.

926. Plaintiffs justifiably relied on these material misrepresentations, along with and in the context of other misrepresentations defendants made.

927. The defendants who did not directly make material representations to plaintiffs aided, abetted, directed, or controlled the making of them and benefitted from them.

928. Defendants, and each of them, committed fraud/intentional misrepresentation in concert with one another pursuant to a common scheme and/or design to defraud plaintiffs and the public. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiffs and gave substantial assistance to the others to accomplish the fraud set forth in this Complaint.

929. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties to plaintiffs.

930. The defendants' material misrepresentations were the proximate cause of plaintiff's injuries.

WHEREFORE, plaintiffs Michel C. and Joan D. Jeruchim demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Karen Ragan, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, including actual and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 108 – VIOLATION OF THE INTERSTATE LAND SALES FULL DISCLOSURE ACT AND THE AIDING AND ABETTING THEREOF**

**Michel C. and Joan D. Jeruchim v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Karen Ragan**

931. Michel C. and Joan D. Jeruchim incorporate paragraphs 1 – 179 and 915 – 930 as if fully set forth in this count.

932. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Karen Ragan used means or instruments of transportation or communication in interstate commerce, including use of the mails, with respect to the offer to sell and/or sale of lots, and engaged in a scheme or artifice to defraud, obtained money by means of an untrue statement of material fact, and/or engaged in a transaction, practice, or course of business that operated or would operate as a fraud or deceit upon the purchaser and on the market in violation of the Interstate Land Sales Full Disclosure Act ("ILSA").

933. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Karen Ragan are liable for damages and other remedies under ILSA as sellers or as the sellers' agents.

934. Defendants identified in this count, and each of them, knew that the other's conduct constituted a breach of duty to plaintiffs and gave substantial assistance to the others to accomplish the ILSA violations described in this Complaint.

935. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties under ILSA.

WHEREFORE, plaintiffs Michel C. and Joan D. Jeruchim demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Karen Ragan, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with other remedies authorized by ILSA, including interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 109 – VIOLATION OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES  
AND CONSUMER PROTECTION LAW  
AND THE AIDING AND ABETTING THEREOF**

**Michel C. and Joan D. Jeruchim v. The Developer Defendants, The Marketing  
Defendants, Asher R. Kahn, Asher Kahn Realty, and Karen Ragan**

936. Michel C. and Joan D. Jeruchim incorporate paragraphs 1 – 179 and 915 – 935 as if fully set forth in this count.

937. Plaintiffs are purchasers of real estate primarily used for personal, family, or household purposes.

938. Defendants knowingly or recklessly engaged in deception or fraud that included making, or causing to be made, or assisting in the making of material misrepresentations to

plaintiffs and the public on which plaintiffs justifiably relied in connection with plaintiffs' purchase of a unit in the Murano.

939. This fraud and/or deceptive conduct was the proximate cause of plaintiffs' injuries.

940. Defendants, and each of them, committed fraud and fraud on the market in concert with one another pursuant to a common scheme and/or design to defraud plaintiffs and the public in violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law ("UTPCPL").

941. Defendants, and each of them, engaged in deceptive conduct in concert with one another pursuant to a common scheme and/or design to deceive plaintiffs and the public in violation of the UTPCPL.

942. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiffs and gave substantial assistance to the others to accomplish the deceptive conduct set forth in this Complaint.

943. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties under the UTPCPL.

WHEREFORE, plaintiffs Michel C. and Joan D. Jeruchim demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Karen Ragan, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with treble damages as permitted by statute, interest, costs, attorneys' fees as permitted by statute, and other relief the Court deems appropriate.

**COUNT 110 – CIVIL CONSPIRACY  
TO COMMIT FRAUD AND TO VIOLATE ILSA AND THE UTPCPL**

**Michel C. and Joan D. Jeruchim v. All Defendants**

944. Michel C. and Joan D. Jeruchim incorporate paragraphs 1 – 179 and 915 – 943 as if fully set forth in this count.

945. The defendants, and each of them, acted with the common and unlawful purpose of misleading plaintiffs about the level of sales at the Murano, the availability or unavailability of certain units, the availability or unavailability of parking spaces, and other material matters.

946. The defendants, and each of them, conveyed these misstatements to plaintiffs and others in the market in pursuit of the common purpose to mislead plaintiffs and the public.

947. Those defendants who did not make misstatements directly to plaintiffs, including those defendants who did not participate in the conspiracy until after misstatements were made to plaintiffs, conspired with and agreed with the defendants who did in order to advance the purposes of the conspiracy alleged herein.

948. All defendants joined, agreed, and conspired to defraud plaintiffs and others, and to damage plaintiffs and others in violation of ILSA and UTPCPL.

949. As a result of the defendants' actions in pursuit of their common purpose to mislead plaintiffs and the public, the plaintiffs suffered damages.

WHEREFORE, plaintiffs Michel C. and Joan D. Jeruchim demand judgment against each and every defendant for a sum in excess of \$50,000 and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 111 – NEGLIGENCE AND NEGLIGENT MISREPRESENTATION**

**Richard J. and Judith Koehler v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, The Stonehenge Defendants, and SearchTec Abstract, Inc.**

950. Richard J. and Judith Koehler incorporate paragraphs 1 – 179 as if fully set forth in this count.

951. Defendants Kahn, Asher Kahn Realty, and Rizzo had a duty to deal honestly and truthfully with plaintiffs and with other participants in the real estate market.

952. Defendants Kahn and Asher Kahn Realty, as well as Citi Habitats Marketing Group, LLC and NRT New York, Inc., had a duty to exercise reasonable care in supervising the work of defendant Rizzo in order to ensure that his representations were true and not misleading.

953. Defendant Rizzo and others in the Murano Sales Office made material misrepresentations to Mr. Koehler and his lender's appraiser, as set forth above, including those described in paragraphs 75, 113, and 115.

954. The Stonehenge Defendants and SearchTec Abstract, Inc. made material misrepresentations to Mr. Koehler, as set forth above, including those described in paragraphs 130 and 134.

955. Defendants Rizzo, others in the Murano Sales Office, the Stonehenge Defendants, and SearchTec Abstract, Inc. made these material misrepresentations as salespersons, employees, and/or representatives for Asher Kahn Realty and at the direction of, in the employ of, for the benefit of, and as agents for defendants Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all

of whom should have known that these defendants were making representations that were false, and/or all of whom failed to make a reasonable investigation into whether they were doing so.

956. The defendants identified in this count, and each of them, intended for their material misrepresentations to induce the plaintiffs to act on those misrepresentations.

957. Plaintiffs justifiably relied on these material misrepresentations, along with and in the context of the other material misrepresentations described in the Complaint.

958. The defendants' material misrepresentations were the proximate cause of plaintiffs' injuries.

WHEREFORE, plaintiffs Richard J. and Judith Koehler demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Timothy J. Rizzo, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, Peter L. Shaw, Stonehenge Advisors, Inc., Stonehenge-Murano, Inc., and SearchTec Abstract, Inc. for a sum in excess of \$50,000, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 112 – FRAUD/INTENTIONAL MISREPRESENTATION  
AND THE AIDING AND ABETTING THEREOF**

**Richard J. and Judith Koehler v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, The Stonehenge Defendants, and  
SearchTec Abstract, Inc.**

959. Richard J. and Judith Koehler incorporate paragraphs 1 – 179 and 950 – 958 if fully set forth in this count.

960. Defendants Rizzo, others in the Murano Sales Office, the Stonehenge Defendants, and SearchTec Abstract, Inc. knew that the misstatements they made were false, material, and misleading, and they intended that plaintiffs would rely on them.

961. Defendants Rizzo, others in the Murano Sales Office, the Stonehenge Defendants, and SearchTec Abstract, Inc. made these material misrepresentations as the salesperson, employees, and representatives for Asher Kahn Realty and at the direction of, in the employ of, as agents for, and for the benefit of defendants Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom knew of the misrepresentations and their falsity and intended to benefit from them.

962. Plaintiffs justifiably relied on these material misrepresentations, along with and in the context of other misrepresentations defendants made.

963. The defendants who did not directly make material representations to plaintiffs aided, abetted, directed, or controlled the making of them and benefitted from them.

964. Defendants, and each of them, committed fraud/intentional misrepresentation in concert with one another pursuant to a common scheme and/or design to defraud plaintiffs and the public. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiffs and gave substantial assistance to the others to accomplish the fraud set forth in this Complaint.

965. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties to plaintiffs.

966. The defendants' material misrepresentations were the proximate cause of plaintiff's injuries.

WHEREFORE, plaintiffs Richard J. and Judith Koehler demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P.,

TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, Peter L. Shaw, Stonehenge Advisors, Inc., Stonehenge-Murano, Inc., and SearchTec Abstract, Inc. for a sum in excess of \$50,000, including actual and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 113 – VIOLATION OF THE INTERSTATE LAND SALES FULL DISCLOSURE ACT AND THE AIDING AND ABETTING THEREOF**

**Richard J. and Judith Koehler v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo**

967. Richard J. and Judith Koehler incorporate paragraphs 1 – 179 and 950 – 966 as if fully set forth in this count.

968. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo used means or instruments of transportation or communication in interstate commerce, including use of the mails, with respect to the offer to sell and/or sale of lots, and engaged in a scheme or artifice to defraud, obtained money by means of an untrue statement of material fact, and/or engaged in a transaction, practice, or course of business that operated or would operate as a fraud or deceit upon the purchaser and on the market in violation of the Interstate Land Sales Full Disclosure Act (“ILSA”).

969. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo are liable for damages and other remedies under ILSA as sellers or as the sellers' agents.

970. Defendants identified in this count, and each of them, knew that the other's conduct constituted a breach of duty to plaintiffs and gave substantial assistance to the others to accomplish the ILSA violations described in this Complaint.

971. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties under ILSA.

**COUNT 114 – VIOLATION OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES  
AND CONSUMER PROTECTION LAW  
AND THE AIDING AND ABETTING THEREOF**

**Richard J. and Judith Koehler v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo**

972. Richard J. and Judith Koehler incorporate paragraphs 1 – 179 and 950 – 971 as if fully set forth in this count.

973. Plaintiffs are purchasers of real estate primarily used for personal, family, or household purposes.

974. Defendants knowingly or recklessly engaged in deception or fraud that included making, or causing to be made, or assisting in the making of material misrepresentations to plaintiffs and the public on which plaintiffs justifiably relied in connection with plaintiffs' purchase of a unit in the Murano.

975. This fraud and/or deceptive conduct was the proximate cause of plaintiffs' injuries.

976. Defendants, and each of them, committed fraud and fraud on the market in concert with one another pursuant to a common scheme and/or design to defraud plaintiffs and the public in violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law ("UTPCPL").

977. Defendants, and each of them, engaged in deceptive conduct in concert with one another pursuant to a common scheme and/or design to deceive plaintiffs and the public in violation of the UTPCPL.

978. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiffs and gave substantial assistance to the others to accomplish the deceptive conduct set forth in this Complaint.

979. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties under the UTPCPL.

WHEREFORE, plaintiffs Richard J. and Judith Koehler demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with treble damages as permitted by statute, interest, costs, attorneys' fees as permitted by statute, and other relief the Court deems appropriate.

**COUNT 115 – CIVIL CONSPIRACY  
TO COMMIT FRAUD AND TO VIOLATE ILSA AND THE UTPCPL**

**Richard J. and Judith Koehler v. All Defendants**

980. Richard J. and Judith Koehler incorporate paragraphs 1 – 179 and 950 – 979 as if fully set forth in this count.

981. The defendants, and each of them, acted with the common and unlawful purpose of misleading plaintiffs about the level of sales at the Murano, the availability or unavailability of certain units, the availability or unavailability of parking spaces, and other material matters.

982. The defendants, and each of them, conveyed these misstatements to plaintiffs and others in the market in pursuit of the common purpose to mislead plaintiffs and the public.

983. Those defendants who did not make misstatements directly to plaintiffs, including those defendants who did not participate in the conspiracy until after misstatements were made to

plaintiffs, conspired with and agreed with the defendants who did in order to advance the purposes of the conspiracy alleged herein.

984. All defendants joined, agreed, and conspired to defraud plaintiffs and others, and to damage plaintiffs and others in violation of ILSA and UTPCPL.

985. As a result of the defendants' actions in pursuit of their common purpose to mislead plaintiffs and the public, the plaintiffs suffered damages.

WHEREFORE, plaintiffs Richard J. and Judith Koehler demand judgment against each and every defendant for a sum in excess of \$50,000 and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 116 – NEGLIGENCE AND NEGLIGENT MISREPRESENTATION**

**Konstantin and Lucy Korostin v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo**

986. Konstantin and Lucy Korostin incorporate paragraphs 1 – 179 as if fully set forth in this count.

987. Defendants Kahn, Asher Kahn Realty, and Rizzo had a duty to deal honestly and truthfully with plaintiffs and with other participants in the real estate market.

988. Defendants Asher Kahn Realty, as well as Citi Habitats Marketing Group, LLC and NRT New York, Inc., had a duty to exercise reasonable care in supervising the work of defendants Kahn and Rizzo in order to ensure that their representations were true and not misleading.

989. Defendants Khan and Rizzo made material misrepresentations to Mr. and Ms. Korostin, their lenders, and their lender's appraiser, as set forth above, including those described in paragraphs 83 and 102.

990. Defendants Kahn and Rizzo made these material misrepresentations as the broker and salesperson for Asher Kahn Realty and at the direction of, in the employ of, for the benefit of, and as agents for defendants Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom should have known that Kahn and Rizzo were making representations that were false, and/or all of whom failed to make a reasonable investigation into whether Kahn and Rizzo were doing so.

991. The defendants identified in this count, and each of them, intended for their material misrepresentations to induce the plaintiffs to act on those misrepresentations.

992. Plaintiffs justifiably relied on these material misrepresentations, along with and in the context of the other material misrepresentations described in the Complaint.

993. The defendants' material misrepresentations were the proximate cause of plaintiffs' injuries.

WHEREFORE, plaintiffs Konstantin and Lucy Korostin demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 117 – FRAUD/INTENTIONAL MISREPRESENTATION  
AND THE AIDING AND ABETTING THEREOF**

**Konstantin and Lucy Korostin v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo**

994. Konstantin and Lucy Korostin incorporate paragraphs 1 – 179 and 986 – 993 as if fully set forth in this count.

995. Defendants Kahn and Rizzo knew that the misstatements they made were false, material, and misleading, and they intended that Mr. and Ms. Korostin would rely on them.

996. Defendants Kahn and Rizzo made these material misrepresentations as the broker and salesperson for Asher Kahn Realty and at the direction of, in the employ of, as agents for, and for the benefit of defendants Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom knew of the misrepresentations and their falsity and intended to benefit from them.

997. Plaintiffs justifiably relied on these material misrepresentations, along with and in the context of other misrepresentations defendants made.

998. The defendants who did not directly make material representations to plaintiffs aided, abetted, directed, or controlled the making of them and benefitted from them.

999. Defendants, and each of them, committed fraud/intentional misrepresentation in concert with one another pursuant to a common scheme and/or design to defraud plaintiffs and the public. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiffs and gave substantial assistance to the others to accomplish the fraud set forth in this Complaint.

1000. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties to plaintiffs.

1001. The defendants' material misrepresentations were the proximate cause of plaintiffs' injuries.

WHEREFORE, plaintiffs Konstantin and Lucy Korostin demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, including actual and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 118 – VIOLATION OF THE INTERSTATE LAND SALES FULL DISCLOSURE ACT AND THE AIDING AND ABETTING THEREOF**

**Konstantin and Lucy Korostin v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo**

1002. Konstantin and Lucy Korostin incorporate paragraphs 1 – 179 and 986 – 1001 as if fully set forth in this count.

1003. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo used means or instruments of transportation or communication in interstate commerce, including use of the mails, with respect to the offer to sell and/or sale of lots, and engaged in a scheme or artifice to defraud, obtained money by means of an untrue statement of material fact, and/or engaged in a transaction, practice, or course of business that operated or would operate as a fraud or deceit upon the

purchaser and on the market in violation of the Interstate Land Sales Full Disclosure Act (“ILSA”).

1004. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo are liable for damages and other remedies under ILSA as sellers or as the sellers’ agents.

1005. Defendants identified in this count, and each of them, knew that the other’s conduct constituted a breach of duty to plaintiffs and gave substantial assistance to the others to accomplish the ILSA violations described in this Complaint.

1006. Each defendant’s conduct, if considered separately, constitutes a breach of his, her, or its duties under ILSA.

WHEREFORE, plaintiffs Konstantin and Lucy Korostin demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with other remedies authorized by ILSA, including interest, costs, attorneys’ fees, and other relief the Court deems appropriate.

**COUNT 119 – VIOLATION OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES  
AND CONSUMER PROTECTION LAW  
AND THE AIDING AND ABETTING THEREOF**

**Konstantin and Lucy Korostin v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo**

1007. Konstantin and Lucy Korostin incorporates paragraphs 1 – 179 and 986 – 1006 as if fully set forth in this count.

1008. Plaintiffs are purchasers of real estate primarily used for personal, family, or household purposes.

1009. Defendants knowingly or recklessly engaged in deception or fraud that included making, or causing to be made, or assisting in the making of material misrepresentations to plaintiffs and the public on which plaintiffs justifiably relied in connection with plaintiffs' purchase of a unit in the Murano.

1010. This fraud and/or deceptive conduct was the proximate cause of plaintiffs' injuries.

1011. Defendants, and each of them, committed fraud and fraud on the market in concert with one another pursuant to a common scheme and/or design to defraud plaintiffs and the public in violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law ("UTPCPL").

1012. Defendants, and each of them, engaged in deceptive conduct in concert with one another pursuant to a common scheme and/or design to deceive plaintiffs and the public in violation of the UTPCPL.

1013. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiffs and gave substantial assistance to the others to accomplish the deceptive conduct set forth in this Complaint.

1014. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties under the UTPCPL.

WHEREFORE, plaintiffs Konstantin and Lucy Korostin demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with treble damages as permitted by statute, interest, costs, attorneys' fees as permitted by statute, and other relief the Court deems appropriate.

**COUNT 120 – CIVIL CONSPIRACY  
TO COMMIT FRAUD AND TO VIOLATE ILSA AND THE UTPCPL**

**Konstantin and Lucy Korostin v. All Defendants**

1015. Konstantin and Lucy Korostin incorporate paragraphs 1 – 179 and 986 – 1014 as if fully set forth in this count.

1016. The defendants, and each of them, acted with the common and unlawful purpose of misleading plaintiffs about the level of sales at the Murano, the availability or unavailability of certain units, the availability or unavailability of parking spaces, and other material matters.

1017. The defendants, and each of them, conveyed these misstatements to plaintiffs and others in the market in pursuit of the common purpose to mislead plaintiffs and the public.

1018. Those defendants who did not make misstatements directly to plaintiffs, including those defendants who did not participate in the conspiracy until after misstatements were made to plaintiffs, conspired with and agreed with the defendants who did in order to advance the purposes of the conspiracy alleged herein.

1019. All defendants joined, agreed, and conspired to defraud plaintiffs and others, and to damage plaintiffs and others in violation of ILSA and UTPCPL.

1020. As a result of the defendants' actions in pursuit of their common purpose to mislead plaintiffs and the public, the plaintiffs suffered damages.

WHEREFORE, plaintiffs Konstantin and Lucy Korostin demand judgment against each and every defendant for a sum in excess of \$50,000 and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 121 – NEGLIGENCE AND NEGLIGENT MISREPRESENTATION**

**Samuel and Joyce Krain v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Karen Ragan**

1021. Samuel and Joyce Krain incorporate paragraphs 1 – 179 as if fully set forth in this count.

1022. Defendants Kahn, Asher Kahn Realty, and Ragan had a duty to deal honestly and truthfully with plaintiffs and with other participants in the real estate market.

1023. Defendants Asher Kahn Realty, as well as Citi Habitats Marketing Group, LLC and NRT New York, Inc., had a duty to exercise reasonable care in supervising the work of defendants Kahn, Ragan, and others in the Murano Sales Office in order to ensure that their representations were true and not misleading.

1024. Defendants Kahn, Ragan, and others in the Murano Sales Office made material misrepresentations to Dr. and Ms. Krain and their lender's appraiser, as set forth above, including those described in paragraphs 59 and 126.

1025. Defendants Kahn, Ragan, others in the Murano Sales Office made these material misrepresentations as the broker and salesperson, and employee for Asher Kahn Realty and at the direction of, in the employ of, for the benefit of, and as agents for defendants Citi Habitats

Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom should have known that Kahn, Ragan, and others were making representations that were false, and/or all of whom failed to make a reasonable investigation into whether they were doing so.

1026. The defendants identified in this count, and each of them, intended for their material misrepresentations to induce the plaintiffs to act on those misrepresentations.

1027. Plaintiffs justifiably relied on these material misrepresentations, along with and in the context of the other material misrepresentations described in the Complaint.

1028. The defendants' material misrepresentations were the proximate cause of plaintiffs' injuries.

WHEREFORE, plaintiffs Samuel and Joyce Krain demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Karen Ragan, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 122 – FRAUD/INTENTIONAL MISREPRESENTATION  
AND THE AIDING AND ABETTING THEREOF**

**Samuel and Joyce Krain v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, Asher Kahn Realty, and Karen Ragan**

1029. Samuel and Joyce Krain incorporate paragraphs 1 – 179 and 1021 – 1028 as if fully set forth in this count.

1030. Defendants Kahn, Ragan, and others in the Murano Sales Office knew that the misstatements they made were false, material, and misleading, and they intended that Dr. and Ms. Krain would rely on them.

1031. Defendants Kahn, Ragan, and others in the Murano Sales Office made these material misrepresentations as the broker, salesperson, and employees for Asher Kahn Realty and at the direction of, in the employ of, as agents for, and for the benefit of defendants Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom knew of the misrepresentations and their falsity and intended to benefit from them.

1032. Plaintiffs justifiably relied on these material misrepresentations, along with and in the context of other misrepresentations defendants made.

1033. The defendants who did not directly make material representations to plaintiffs aided, abetted, directed, or controlled the making of them and benefitted from them.

1034. Defendants, and each of them, committed fraud/intentional misrepresentation in concert with one another pursuant to a common scheme and/or design to defraud plaintiffs and the public. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiffs and gave substantial assistance to the others to accomplish the fraud set forth in this Complaint.

1035. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties to plaintiffs.

1036. The defendants' material misrepresentations were the proximate cause of plaintiffs' injuries.

WHEREFORE, plaintiffs Samuel and Joyce Krain demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Karen Ragan, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, including actual and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 123 – VIOLATION OF THE INTERSTATE LAND SALES FULL DISCLOSURE ACT AND THE AIDING AND ABETTING THEREOF**

**Samuel and Joyce Krain v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Karen Ragan**

1037. Samuel and Joyce Krain incorporate paragraphs 1 – 179 and 1021 – 1036 as if fully set forth in this count.

1038. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Karen Ragan used means or instruments of transportation or communication in interstate commerce, including use of the mails, with respect to the offer to sell and/or sale of lots, and engaged in a scheme or artifice to defraud, obtained money by means of an untrue statement of material fact, and/or engaged in a transaction, practice, or course of business that operated or would operate as a fraud or deceit upon the purchaser and on the market in violation of the Interstate Land Sales Full Disclosure Act (“ILSA”).

1039. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Karen Ragan are liable for damages and other remedies under ILSA as sellers or as the sellers' agents.

1040. Defendants identified in this count, and each of them, knew that the other's conduct constituted a breach of duty to plaintiffs and gave substantial assistance to the others to accomplish the ILSA violations described in this Complaint.

1041. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties under ILSA.

WHEREFORE, plaintiffs Samuel and Joyce Krain demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Karen Ragan, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with other remedies authorized by ILSA, including interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 124 – VIOLATION OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES  
AND CONSUMER PROTECTION LAW  
AND THE AIDING AND ABETTING THEREOF**

**Samuel and Joyce Krain v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, Asher Kahn Realty, and Karen Ragan**

1042. Samuel and Joyce Krain incorporate paragraphs 1 – 179 and 1021 – 1041 as if fully set forth in this count.

1043. Plaintiffs are purchasers of real estate primarily used for personal, family, or household purposes.

1044. Defendants knowingly or recklessly engaged in deception or fraud that included making, or causing to be made, or assisting in the making of material misrepresentations to plaintiffs and the public on which plaintiffs justifiably relied in connection with plaintiffs' purchase of a unit in the Murano.

1045. This fraud and/or deceptive conduct was the proximate cause of plaintiffs' injuries.

1046. Defendants, and each of them, committed fraud and fraud on the market in concert with one another pursuant to a common scheme and/or design to defraud plaintiffs and the public in violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law ("UTPCPL").

1047. Defendants, and each of them, engaged in deceptive conduct in concert with one another pursuant to a common scheme and/or design to deceive plaintiffs and the public in violation of the UTPCPL.

1048. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiffs and gave substantial assistance to the others to accomplish the deceptive conduct set forth in this Complaint.

1049. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties under the UTPCPL.

WHEREFORE, plaintiffs Samuel and Joyce Krain demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Karen Ragan, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with treble damages as permitted by statute, interest, costs, attorneys' fees as permitted by statute, and other relief the Court deems appropriate.

**COUNT 125 – CIVIL CONSPIRACY  
TO COMMIT FRAUD AND TO VIOLATE ILSA AND THE UTPCPL**

**Samuel and Joyce Krain v. All Defendants**

1050. Samuel and Joyce Krain incorporate paragraphs 1 – 179 and 1021 – 1049 as if fully set forth in this count.

1051. The defendants, and each of them, acted with the common and unlawful purpose of misleading plaintiffs about the level of sales at the Murano, the availability or unavailability of certain units, the availability or unavailability of parking spaces, and other material matters.

1052. The defendants, and each of them, conveyed these misstatements to plaintiffs and others in the market in pursuit of the common purpose to mislead plaintiffs and the public.

1053. Those defendants who did not make misstatements directly to plaintiffs, including those defendants who did not participate in the conspiracy until after misstatements were made to plaintiffs, conspired with and agreed with the defendants who did in order to advance the purposes of the conspiracy alleged herein.

1054. All defendants joined, agreed, and conspired to defraud plaintiffs and others, and to damage plaintiffs and others in violation of ILSA and UTPCPL.

1055. As a result of the defendants' actions in pursuit of their common purpose to mislead plaintiffs and the public, the plaintiffs suffered damages.

WHEREFORE, plaintiffs Samuel and Joyce Krain demand judgment against each and every defendant for a sum in excess of \$50,000 and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 126 – NEGLIGENCE AND NEGLIGENT MISREPRESENTATION**

**Hyokjin Kwak v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo**

1056. Hyokjin Kwak incorporates paragraphs 1 – 179 as if fully set forth in this count.

1057. Defendants Kahn, Asher Kahn Realty and Rizzo had a duty to deal honestly and truthfully with plaintiff and with other participants in the real estate market.

1058. Defendants Kahn and Asher Kahn Realty, as well as Citi Habitats Marketing Group, LLC and NRT New York, Inc., had a duty to exercise reasonable care in supervising the work of defendant Rizzo in order to ensure that his representations were true and not misleading.

1059. Defendant Rizzo made material misrepresentations to Mr. Kwak and his financing company, as set forth above, including those described in paragraph 85.

1060. Defendant Rizzo made these material misrepresentations as the salesperson for Asher Kahn Realty and at the direction of, in the employ of, for the benefit of, and as an agent for defendants Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom should have known that Rizzo was making representations that were false, and/or all of whom failed to make a reasonable investigation into whether Rizzo was doing so.

1061. The defendants identified in this count, and each of them, intended for their material misrepresentations to induce the plaintiff to act on those misrepresentations.

1062. Plaintiff justifiably relied on these material misrepresentations, along with and in the context of the other material misrepresentations described in the Complaint.

1063. The defendants' material misrepresentations were the proximate cause of plaintiff's injuries.

WHEREFORE, plaintiff Hyokjin Kwak demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 127 – FRAUD/INTENTIONAL MISREPRESENTATION  
AND THE AIDING AND ABETTING THEREOF**

**Hyokjin Kwak v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo**

1064. Hyokjin Kwak incorporates paragraphs 1 – 179 and 1056 – 1063 as if fully set forth in this count.

1065. Defendant Rizzo knew that the misstatements he made were false, material, and misleading, and he intended that Mr. Kwak would rely on them.

1066. Defendant Rizzo made these material misrepresentations as the salesperson for Asher Kahn Realty and at the direction of, in the employ of, as an agent for, and for the benefit of defendants Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom knew of the misrepresentations and their falsity and intended to benefit from them.

1067. Plaintiff justifiably relied on these material misrepresentations, along with and in the context of other misrepresentations defendants made.

1068. The defendants who did not directly make material representations to plaintiff aided, abetted, directed, or controlled the making of them and benefitted from them.

1069. Defendants, and each of them, committed fraud/intentional misrepresentation in concert with one another pursuant to a common scheme and/or design to defraud plaintiff and the public. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiff and gave substantial assistance to the others to accomplish the fraud set forth in this Complaint.

1070. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties to plaintiff.

1071. The defendants' material misrepresentations were the proximate cause of plaintiff's injuries.

WHEREFORE, plaintiff Hyokjin Kwak demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, including actual and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 128 – VIOLATION OF THE INTERSTATE LAND SALES FULL DISCLOSURE ACT AND THE AIDING AND ABETTING THEREOF**

**Hyokjin Kwak v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo**

1072. Hyokjin Kwak incorporates paragraphs 1 – 179 and 1056 – 1071 as if fully set forth in this count.

1073. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo used means or instruments of transportation or communication in interstate commerce, including use of the mails, with respect

to the offer to sell and/or sale of lots, and engaged in a scheme or artifice to defraud, obtained money by means of an untrue statement of material fact, and/or engaged in a transaction, practice, or course of business that operated or would operate as a fraud or deceit upon the purchaser and on the market in violation of the Interstate Land Sales Full Disclosure Act (“ILSA”).

1074. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo are liable for damages and other remedies under ILSA as sellers or as the sellers’ agents.

1075. Defendants identified in this count, and each of them, knew that the other’s conduct constituted a breach of duty to plaintiff and gave substantial assistance to the others to accomplish the ILSA violations described in this Complaint.

1076. Each defendant’s conduct, if considered separately, constitutes a breach of his, her, or its duties under ILSA.

WHEREFORE, plaintiff Hyokjin Kwak demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with other remedies authorized by ILSA, including interest, costs, attorneys’ fees, and other relief the Court deems appropriate.

**COUNT 129 – VIOLATION OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES  
AND CONSUMER PROTECTION LAW  
AND THE AIDING AND ABETTING THEREOF**

**Hyokjin Kwak v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo**

1077. Hyokjin Kwak incorporates paragraphs 1 – 179 and 1056 – 1076 as if fully set forth in this count.

1078. Plaintiff is a purchaser of real estate primarily used for personal, family, or household purposes.

1079. Defendants knowingly or recklessly engaged in deception or fraud that included making, or causing to be made, or assisting in the making of material misrepresentations to plaintiff and the public on which plaintiff justifiably relied in connection with plaintiff's purchase of a unit in the Murano.

1080. This fraud and/or deceptive conduct was the proximate cause of plaintiff's injuries.

1081. Defendants, and each of them, committed fraud and fraud on the market in concert with one another pursuant to a common scheme and/or design to defraud plaintiff and the public in violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law ("UTPCPL").

1082. Defendants, and each of them, engaged in deceptive conduct in concert with one another pursuant to a common scheme and/or design to deceive plaintiff and the public in violation of the UTPCPL.

1083. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiff and gave substantial assistance to the others to accomplish the deceptive conduct set forth in this Complaint.

1084. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties under the UTPCPL.

WHEREFORE, plaintiff Hyokjin Kwak demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with treble damages as permitted by statute, interest, costs, attorneys' fees as permitted by statute, and other relief the Court deems appropriate.

**COUNT 130 – CIVIL CONSPIRACY  
TO COMMIT FRAUD AND TO VIOLATE ILSA AND THE UTPCPL**

**Hyokjin Kwak v. All Defendants**

1085. Hyokjin Kwak incorporates paragraphs 1 – 179 and 1056 – 1184 as if fully set forth in this count.

1086. The defendants, and each of them, acted with the common and unlawful purpose of misleading plaintiff about the level of sales at the Murano, the availability or unavailability of certain units, the availability or unavailability of parking spaces, and other material matters.

1087. The defendants, and each of them, conveyed these misstatements to plaintiff and others in the market in pursuit of the common purpose to mislead plaintiff and the public.

1088. Those defendants who did not make misstatements directly to plaintiff, including those defendants who did not participate in the conspiracy until after misstatements were made to plaintiff, conspired with and agreed with the defendants who did in order to advance the purposes of the conspiracy alleged herein.

1089. All defendants joined, agreed, and conspired to defraud plaintiff and others, and to damage plaintiff and others in violation of ILSA and UTPCPL.

1090. As a result of the defendants' actions in pursuit of their common purpose to mislead plaintiff and the public, the plaintiff suffered damages.

WHEREFORE, plaintiff Hyokjin Kwak demands judgment against each and every defendant for a sum in excess of \$50,000 and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 131 – NEGLIGENCE AND NEGLIGENT MISREPRESENTATION**

**Paul Lazar and Dana Lazar v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Karen Ragan**

1091. Paul Lazar and Dana Lazar incorporate paragraphs 1 – 179 as if fully set forth in this count.

1092. Defendants Kahn, Asher Kahn Realty, and Ragan had a duty to deal honestly and truthfully with plaintiffs and with other participants in the real estate market.

1093. Defendants Asher Kahn Realty, as well as Citi Habitats Marketing Group, LLC and NRT New York, Inc., had a duty to exercise reasonable care in supervising the work of defendants Kahn, Ragan, others in the Murano sales office in order to ensure that their representations were true and not misleading.

1094. Defendants Kahn, Ragan, and others in the Murano sales office made material misrepresentations to Mr. Lazar and Ms. Lazar and their lender's appraiser, as set forth above, including those described in paragraphs 80, 123, and 125.

1095. Defendant Kahn, Ragan, and others in the Murano sales office made these material misrepresentations as the broker, salesperson, and employees for Asher Kahn Realty and at the direction of, in the employ of, for the benefit of, and as agents for defendants Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates,

Alan Edward Casnoff, and Peter L. Shaw, all of whom should have known that Kahn, Ragan, and others were making representations that were false, and/or all of whom failed to make a reasonable investigation into whether Kahn, Ragan, and others were doing so.

1096. The defendants identified in this count, and each of them, intended for their material misrepresentations to induce the plaintiffs to act on those misrepresentations.

1097. Plaintiffs justifiably relied on these material misrepresentations, along with and in the context of the other material misrepresentations described in the Complaint.

1098. The defendants' material misrepresentations were the proximate cause of plaintiffs' injuries.

WHEREFORE, plaintiffs Paul Lazar and Dana Lazar demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Karen Ragan, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 132 – FRAUD/INTENTIONAL MISREPRESENTATION  
AND THE AIDING AND ABETTING THEREOF**

**Paul Lazar and Dana Lazar v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, Asher Kahn Realty, and Karen Ragan**

1099. Paul Lazar and Dana Lazar incorporate paragraphs 1 – 179 and 1091 – 1098 as if fully set forth in this count.

1100. Defendants Kahn, Ragan, and others the Murano Sales Office knew that the misstatements they made were false, material, and misleading, and they intended that Mr. Lazar and Ms. Lazar would rely on them.

1101. Defendants Kahn, Ragan, and others the Murano Sales Office made these material misrepresentations as the broker, salesperson, and employees for Asher Kahn Realty and at the direction of, in the employ of, as agents for, and for the benefit of defendants Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom knew of the misrepresentations and their falsity and intended to benefit from them.

1102. Plaintiffs justifiably relied on these material misrepresentations, along with and in the context of other misrepresentations defendants made.

1103. The defendants who did not directly make material representations to plaintiffs aided, abetted, directed, or controlled the making of them and benefitted from them.

1104. Defendants, and each of them, committed fraud/intentional misrepresentation in concert with one another pursuant to a common scheme and/or design to defraud plaintiffs and the public. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiffs and gave substantial assistance to the others to accomplish the fraud set forth in this Complaint.

1105. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties to plaintiffs.

1106. The defendants' material misrepresentations were the proximate cause of plaintiff's injuries.

WHEREFORE, plaintiffs Paul Lazar and Dana Lazar demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Karen Ragan, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A

2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, including actual and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 133 – VIOLATION OF THE INTERSTATE LAND SALES FULL DISCLOSURE ACT AND THE AIDING AND ABETTING THEREOF**

**Paul Lazar and Dana Lazar v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Karen Ragan**

1107. Paul Lazar and Dana Lazar incorporate paragraphs 1 – 179 and 1091 – 1105 as if fully set forth in this count.

1108. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Karen Ragan used means or instruments of transportation or communication in interstate commerce, including use of the mails, with respect to the offer to sell and/or sale of lots, and engaged in a scheme or artifice to defraud, obtained money by means of an untrue statement of material fact, and/or engaged in a transaction, practice, or course of business that operated or would operate as a fraud or deceit upon the purchaser and on the market in violation of the Interstate Land Sales Full Disclosure Act (“ILSA”).

1109. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Karen Ragan are liable for damages and other remedies under ILSA as sellers or as the sellers' agents.

1110. Defendants identified in this count, and each of them, knew that the other's conduct constituted a breach of duty to plaintiffs and gave substantial assistance to the others to accomplish the ILSA violations described in this Complaint.

1111. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties under ILSA.

WHEREFORE, plaintiffs Paul Lazar and Dana Lazar demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Karen Ragan, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with other remedies authorized by ILSA, including interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 134 – VIOLATION OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES  
AND CONSUMER PROTECTION LAW  
AND THE AIDING AND ABETTING THEREOF**

**Paul Lazar and Dana Lazar v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, Asher Kahn Realty, and Karen Ragan**

1112. Paul Lazar and Dana Lazar incorporate paragraphs 1 – 179 and 1091 – 1111 as if fully set forth in this count.

1113. Plaintiffs are purchasers of real estate primarily used for personal, family, or household purposes.

1114. Defendants knowingly or recklessly engaged in deception or fraud that included making, or causing to be made, or assisting in the making of material misrepresentations to plaintiffs and the public on which plaintiffs justifiably relied in connection with plaintiffs' purchase of a unit in the Murano.

1115. This fraud and/or deceptive conduct was the proximate cause of plaintiffs' injuries.

1116. Defendants, and each of them, committed fraud and fraud on the market in concert with one another pursuant to a common scheme and/or design to defraud plaintiffs and

the public in violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law (“UTPCPL”).

1117. Defendants, and each of them, engaged in deceptive conduct in concert with one another pursuant to a common scheme and/or design to deceive plaintiffs and the public in violation of the UTPCPL.

1118. Defendants, and each of them, knew that the other’s conduct constituted a breach of duty to plaintiffs and gave substantial assistance to the others to accomplish the deceptive conduct set forth in this Complaint.

1119. Each defendant’s conduct, if considered separately, constitutes a breach of his, her, or its duties under the UTPCPL.

WHEREFORE, plaintiffs Paul Lazar and Dana Lazar demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Karen Ragan, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with treble damages as permitted by statute, interest, costs, attorneys’ fees as permitted by statute, and other relief the Court deems appropriate.

**COUNT 135 – CIVIL CONSPIRACY  
TO COMMIT FRAUD AND TO VIOLATE ILSA AND THE UTPCPL**

**Paul Lazar and Dana Lazar v. All Defendants**

1120. Paul Lazar and Dana Lazar incorporate paragraphs 1 – 179 and 1091 – 1119 as if fully set forth in this count.

1121. The defendants, and each of them, acted with the common and unlawful purpose of misleading plaintiffs about the level of sales at the Murano, the availability or unavailability of certain units, the availability or unavailability of parking spaces, and other material matters.

1122. The defendants, and each of them, conveyed these misstatements to plaintiffs and others in the market in pursuit of the common purpose to mislead plaintiffs and the public.

1123. Those defendants who did not make misstatements directly to plaintiffs, including those defendants who did not participate in the conspiracy until after misstatements were made to plaintiffs, conspired with and agreed with the defendants who did in order to advance the purposes of the conspiracy alleged herein.

1124. All defendants joined, agreed, and conspired to defraud plaintiffs and others, and to damage plaintiffs and others in violation of ILSA and UTPCPL.

1125. As a result of the defendants' actions in pursuit of their common purpose to mislead plaintiffs and the public, the plaintiffs suffered damages.

WHEREFORE, plaintiffs Paul Lazar and Dana Lazar demand judgment against each and every defendant for a sum in excess of \$50,000 and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 136 – NEGLIGENCE AND NEGLIGENT MISREPRESENTATION**

**Stren R. Lea v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo**

1126. Stren R. Lea incorporates paragraphs 1 – 179 as if fully set forth in this count.

1127. Defendants Kahn, Asher Kahn Realty, and Rizzo had a duty to deal honestly and truthfully with plaintiff and with other participants in the real estate market.

1128. Defendants Kahn and Asher Kahn Realty, as well as Citi Habitats Marketing Group, LLC and NRT New York, Inc., had a duty to exercise reasonable care in supervising the work of defendant Rizzo in order to ensure that his representations were true and not misleading.

1129. Defendants Kahn and Rizzo made material misrepresentations to Mr. Lea, as set forth above, including those described in paragraph 61.

1130. Defendants Kahn and Rizzo made these material misrepresentations as the broker and salesperson for Asher Kahn Realty and at the direction of, in the employ of, for the benefit of, and as agents for defendants Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom should have known that Kahn and Rizzo were making representations that were false, and/or all of whom failed to make a reasonable investigation into whether Kahn and Rizzo were doing so.

1131. The defendants identified in this count, and each of them, intended for their material misrepresentations to induce the plaintiff to act on those misrepresentations.

1132. Plaintiff justifiably relied on these material misrepresentations, along with and in the context of the other material misrepresentations described in the Complaint.

1133. The defendants' material misrepresentations were the proximate cause of plaintiff's injuries.

WHEREFORE, plaintiff Stren R. Lea demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 137 – FRAUD/INTENTIONAL MISREPRESENTATION  
AND THE AIDING AND ABETTING THEREOF**

**Stren R. Lea v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo**

1134. Stren R. Lea incorporates paragraphs 1 – 179 and 1126 – 1133 as if fully set forth in this count.

1135. Defendants Kahn and Rizzo knew that the misstatements they made were false, material, and misleading, and they intended that Mr. Lea would rely on them.

1136. Defendants Kahn and Rizzo made these material misrepresentations as the brokers and salesperson for Asher Kahn Realty and at the direction of, in the employ of, as agents for, and for the benefit of defendants Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom knew of the misrepresentations and their falsity and intended to benefit from them.

1137. Plaintiff justifiably relied on these material misrepresentations, along with and in the context of other misrepresentations defendants made.

1138. The defendants who did not directly make material representations to plaintiff aided, abetted, directed, or controlled the making of them and benefitted from them.

1139. Defendants, and each of them, committed fraud/intentional misrepresentation in concert with one another pursuant to a common scheme and/or design to defraud plaintiff and the public. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiff and gave substantial assistance to the others to accomplish the fraud set forth in this Complaint.

1140. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties to plaintiff.

1141. The defendants' material misrepresentations were the proximate cause of plaintiff's injuries.

WHEREFORE, plaintiff Stren R. Lea demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, including actual and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 138 – VIOLATION OF THE INTERSTATE LAND SALES FULL DISCLOSURE ACT AND THE AIDING AND ABETTING THEREOF**

**Stren R. Lea v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo**

1142. Stren R. Lea incorporates paragraphs 1 – 179 and 1126 – 1141 as if fully set forth in this count.

1143. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo used means or instruments of transportation or communication in interstate commerce, including use of the mails, with respect

to the offer to sell and/or sale of lots, and engaged in a scheme or artifice to defraud, obtained money by means of an untrue statement of material fact, and/or engaged in a transaction, practice, or course of business that operated or would operate as a fraud or deceit upon the purchaser and on the market in violation of the Interstate Land Sales Full Disclosure Act (“ILSA”).

1144. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo are liable for damages and other remedies under ILSA as sellers or as the sellers’ agents.

1145. Defendants identified in this count, and each of them, knew that the other’s conduct constituted a breach of duty to plaintiff and gave substantial assistance to the others to accomplish the ILSA violations described in this Complaint.

1146. Each defendant’s conduct, if considered separately, constitutes a breach of his, her, or its duties under ILSA.

WHEREFORE, plaintiff Stren R. Lea demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with other remedies authorized by ILSA, including interest, costs, attorneys’ fees, and other relief the Court deems appropriate.

**COUNT 139 – VIOLATION OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES  
AND CONSUMER PROTECTION LAW  
AND THE AIDING AND ABETTING THEREOF**

**Stren R. Lea v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo**

1147. Stren R. Lea incorporates paragraphs 1 – 179 and 1126 – 1146 as if fully set forth in this count.

1148. Plaintiff is a purchaser of real estate primarily used for personal, family, or household purposes.

1149. Defendants knowingly or recklessly engaged in deception or fraud that included making, or causing to be made, or assisting in the making of material misrepresentations to plaintiff and the public on which plaintiff justifiably relied in connection with plaintiff's purchase of a unit in the Murano.

1150. This fraud and/or deceptive conduct was the proximate cause of plaintiff's injuries.

1151. Defendants, and each of them, committed fraud and fraud on the market in concert with one another pursuant to a common scheme and/or design to defraud plaintiff and the public in violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law ("UTPCPL").

1152. Defendants, and each of them, engaged in deceptive conduct in concert with one another pursuant to a common scheme and/or design to deceive plaintiff and the public in violation of the UTPCPL.

1153. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiff and gave substantial assistance to the others to accomplish the deceptive conduct set forth in this Complaint.

1154. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties under the UTPCPL.

WHEREFORE, plaintiff Stren R. Lea demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with treble damages as permitted by statute, interest, costs, attorneys' fees as permitted by statute, and other relief the Court deems appropriate.

**COUNT 140 – CIVIL CONSPIRACY  
TO COMMIT FRAUD AND TO VIOLATE ILSA AND THE UTPCPL**

**Stren R. Lea v. All Defendants**

1155. Stren R. Lea incorporate(s) paragraphs 1 – 179 and 1126 – 1154 as if fully set forth in this count.

1156. The defendants, and each of them, acted with the common and unlawful purpose of misleading plaintiff about the level of sales at the Murano, the availability or unavailability of certain units, the availability or unavailability of parking spaces, and other material matters.

1157. The defendants, and each of them, conveyed these misstatements to plaintiff and others in the market in pursuit of the common purpose to mislead plaintiff and the public.

1158. Those defendants who did not make misstatements directly to plaintiff, including those defendants who did not participate in the conspiracy until after misstatements were made to plaintiff, conspired with and agreed with the defendants who did in order to advance the purposes of the conspiracy alleged herein.

1159. All defendants joined, agreed, and conspired to defraud plaintiff and others, and to damage plaintiff and others in violation of ILSA and UTPCPL.

1160. As a result of the defendants' actions in pursuit of their common purpose to mislead plaintiff and the public, the plaintiff suffered damages.

WHEREFORE, plaintiff Stren R. Lea demands judgment against each and every defendant for a sum in excess of \$50,000 and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 141 – NEGLIGENCE AND NEGLIGENT MISREPRESENTATION**

**Leslie G. Lenox v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, and Asher Kahn Realty**

1161. Leslie G. Lenox incorporates paragraphs 1 – 179 as if fully set forth in this count.

1162. Defendants Kahn and Asher Kahn Realty had a duty to deal honestly and truthfully with plaintiff and with other participants in the real estate market.

1163. Defendant Asher Kahn Realty, as well as Citi Habitats Marketing Group, LLC and NRT New York, Inc., had a duty to exercise reasonable care in supervising the work of defendant Kahn in order to ensure that Kahn's representations were true and not misleading.

1164. Defendant Kahn and others in the Murano Sales Office made material misrepresentations to Ms. Lenox and her refiner's appraiser, as set forth above, including those described in paragraphs 62 and 136.

1165. Defendant Kahn and others in the Murano Sales Office made these material misrepresentations as the broker and employees for Asher Kahn Realty and at the direction of, in the employ of, for the benefit of, and as agents for defendants Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom should have known that Kahn and others were making

representations that were false, and/or all of whom failed to make a reasonable investigation into whether Kahn and others were doing so.

1166. The defendants identified in this count, and each of them, intended for their material misrepresentations to induce the plaintiff to act on those misrepresentations.

1167. Plaintiff justifiably relied on these material misrepresentations, along with and in the context of the other material misrepresentations described in the Complaint.

1168. The defendants' material misrepresentations were the proximate cause of plaintiff's injuries.

WHEREFORE, plaintiff Leslie G. Lenox demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 142 – FRAUD/INTENTIONAL MISREPRESENTATION  
AND THE AIDING AND ABETTING THEREOF**

**Leslie G. Lenox v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, and Asher Kahn Realty**

1169. Leslie G. Lenox incorporates paragraphs 1 – 179 and 1161 – 1168 as if fully set forth in this count.

1170. Defendant Kahn knew that the misstatements he made were false, material, and misleading, and he intended that Ms. Lenox would rely on them.

1171. Defendant Kahn made these material misrepresentations as the broker for Asher Kahn Realty and at the direction of, in the employ of, as an agent for, and for the benefit of

defendants Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom knew of the misrepresentations and their falsity and intended to benefit from them.

1172. Plaintiff justifiably relied on these material misrepresentations, along with and in the context of other misrepresentations defendants made.

1173. The defendants who did not directly make material representations to plaintiff aided, abetted, directed, or controlled the making of them and benefitted from them.

1174. Defendants, and each of them, committed fraud/intentional misrepresentation in concert with one another pursuant to a common scheme and/or design to defraud plaintiff and the public. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiff and gave substantial assistance to the others to accomplish the fraud set forth in this Complaint.

1175. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties to plaintiff.

1176. The defendants' material misrepresentations were the proximate cause of plaintiff's injuries.

WHEREFORE, plaintiff Leslie G. Lenox demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, including actual and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 143 – VIOLATION OF THE INTERSTATE LAND SALES FULL DISCLOSURE ACT AND THE AIDING AND ABETTING THEREOF**

**Leslie G. Lenox v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, and Asher Kahn Realty**

1177. Leslie G. Lenox incorporates paragraphs 1 – 179 and 1161 – 1176 as if fully set forth in this count.

1178. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, and Asher Kahn Realty used means or instruments of transportation or communication in interstate commerce, including use of the mails, with respect to the offer to sell and/or sale of lots, and engaged in a scheme or artifice to defraud, obtained money by means of an untrue statement of material fact, and/or engaged in a transaction, practice, or course of business that operated or would operate as a fraud or deceit upon the purchaser and on the market in violation of the Interstate Land Sales Full Disclosure Act (“ILSA”).

1179. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, and Asher Kahn Realty are liable for damages and other remedies under ILSA as sellers or as the sellers’ agents.

1180. Defendants identified in this count, and each of them, knew that the other’s conduct constituted a breach of duty to plaintiff and gave substantial assistance to the others to accomplish the ILSA violations described in this Complaint.

1181. Each defendant’s conduct, if considered separately, constitutes a breach of his, her, or its duties under ILSA.

WHEREFORE, plaintiff Leslie G. Lenox demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas

Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with other remedies authorized by ILSA, including interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 144 – VIOLATION OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES  
AND CONSUMER PROTECTION LAW  
AND THE AIDING AND ABETTING THEREOF**

**Leslie G. Lenox v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, and Asher Kahn Realty**

1182. Leslie G. Lenox incorporates paragraphs 1 – 179 and 1161 – 1181 as if fully set forth in this count.

1183. Plaintiff is a purchaser of real estate primarily used for personal, family, or household purposes.

1184. Defendants knowingly or recklessly engaged in deception or fraud that included making, or causing to be made, or assisting in the making of material misrepresentations to plaintiff and the public on which plaintiff justifiably relied in connection with plaintiff's purchase of a unit in the Murano.

1185. This fraud and/or deceptive conduct was the proximate cause of plaintiff's injuries.

1186. Defendants, and each of them, committed fraud and fraud on the market in concert with one another pursuant to a common scheme and/or design to defraud plaintiff and the public in violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law ("UTPCPL").

1187. Defendants, and each of them, engaged in deceptive conduct in concert with one another pursuant to a common scheme and/or design to deceive plaintiff and the public in violation of the UTPCPL.

1188. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiff and gave substantial assistance to the others to accomplish the deceptive conduct set forth in this Complaint.

1189. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties under the UTPCPL.

WHEREFORE, plaintiff Leslie G. Lenox demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with treble damages as permitted by statute, interest, costs, attorneys' fees as permitted by statute, and other relief the Court deems appropriate.

**COUNT 145 – CIVIL CONSPIRACY  
TO COMMIT FRAUD AND TO VIOLATE ILSA AND THE UTPCPL**

**Leslie G. Lenox v. All Defendants**

1190. Leslie G. Lenox incorporates paragraphs 1 – 179 and 1161 – 1189 as if fully set forth in this count.

1191. The defendants, and each of them, acted with the common and unlawful purpose of misleading plaintiff about the level of sales at the Murano, the availability or unavailability of certain units, the availability or unavailability of parking spaces, and other material matters.

1192. The defendants, and each of them, conveyed these misstatements to plaintiff and others in the market in pursuit of the common purpose to mislead plaintiff and the public.

1193. Those defendants who did not make misstatements directly to plaintiff, including those defendants who did not participate in the conspiracy until after misstatements were made to

plaintiff, conspired with and agreed with the defendants who did in order to advance the purposes of the conspiracy alleged herein.

1194. All defendants joined, agreed, and conspired to defraud plaintiff and others, and to damage plaintiff and others in violation of ILSA and UTPCPL.

1195. As a result of the defendants' actions in pursuit of their common purpose to mislead plaintiff and the public, the plaintiff suffered damages.

WHEREFORE, plaintiff Leslie G. Lenox demands judgment against each and every defendant for a sum in excess of \$50,000 and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 146 – NEGLIGENCE AND NEGLIGENT MISREPRESENTATION**

**Robert A. and Diana M. Limbacher v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, and Asher Kahn Realty**

1196. Robert A. and Diana M. Limbacher incorporate paragraphs 1 – 179 as if fully set forth in this count.

1197. Defendants Kahn and Asher Kahn Realty had a duty to deal honestly and truthfully with plaintiffs and with other participants in the real estate market.

1198. Defendants Asher Kahn Realty, as well as Citi Habitats Marketing Group, LLC and NRT New York, Inc., had a duty to exercise reasonable care in supervising the work of defendant Kahn in order to ensure that Kahn's representations were true and not misleading.

1199. Defendant Kahn made material misrepresentations to Mr. Limbacher, as set forth above, including those described in paragraph 122.

1200. Defendant Kahn made these material misrepresentations as the broker for Asher Kahn Realty and at the direction of, in the employ of, for the benefit of, and as an agent for defendants Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC,

TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom should have known that Kahn was making representations that were false, and/or all of whom failed to make a reasonable investigation into whether Kahn was doing so.

1201. The defendants identified in this count, and each of them, intended for their material misrepresentations to induce the plaintiffs to act on those misrepresentations.

1202. Plaintiffs justifiably relied on these material misrepresentations, along with and in the context of the other material misrepresentations described in the Complaint.

1203. The defendants' material misrepresentations were the proximate cause of plaintiffs' injuries.

WHEREFORE, plaintiffs Robert A. and Diana M. Limbacher demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 147 – FRAUD/INTENTIONAL MISREPRESENTATION  
AND THE AIDING AND ABETTING THEREOF**

**Robert A. and Diana M. Limbacher v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, and Asher Kahn Realty**

1204. Robert A. and Diana M. Limbacher incorporate paragraphs 1 – 179 and 1196 – 1203 as if fully set forth in this count.

1205. Defendant Kahn knew that the misstatements he made were false, material, and misleading, and he intended that Mr. and Ms. Limbacher would rely on them.

1206. Defendant Kahn made these material misrepresentations as the broker for Asher Kahn Realty and at the direction of, in the employ of, as an agent for, and for the benefit of defendants Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom knew of the misrepresentations and their falsity and intended to benefit from them.

1207. Plaintiffs justifiably relied on these material misrepresentations, along with and in the context of other misrepresentations defendants made.

1208. The defendants who did not directly make material representations to plaintiffs aided, abetted, directed, or controlled the making of them and benefitted from them.

1209. Defendants, and each of them, committed fraud/intentional misrepresentation in concert with one another pursuant to a common scheme and/or design to defraud plaintiffs and the public. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiffs and gave substantial assistance to the others to accomplish the fraud set forth in this Complaint.

1210. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties to plaintiffs.

1211. The defendants' material misrepresentations were the proximate cause of plaintiffs' injuries.

WHEREFORE, plaintiffs Robert A. and Diana M. Limbacher demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for

a sum in excess of \$50,000, including actual and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 148 – VIOLATION OF THE INTERSTATE LAND SALES FULL  
DISCLOSURE ACT AND THE AIDING AND ABETTING THEREOF**

**Robert A. and Diana M. Limbacher v. The Developer Defendants, The Marketing  
Defendants, Asher R. Kahn, and Asher Kahn Realty**

1212. Robert A. and Diana M. Limbacher incorporate paragraphs 1 – 179 and 1196 – 1211 as if fully set forth in this count.

1213. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, and Asher Kahn Realty used means or instruments of transportation or communication in interstate commerce, including use of the mails, with respect to the offer to sell and/or sale of lots, and engaged in a scheme or artifice to defraud, obtained money by means of an untrue statement of material fact, and/or engaged in a transaction, practice, or course of business that operated or would operate as a fraud or deceit upon the purchaser and on the market in violation of the Interstate Land Sales Full Disclosure Act (“ILSA”).

1214. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, and Asher Kahn Realty are liable for damages and other remedies under ILSA as sellers or as the sellers' agents.

1215. Defendants identified in this count, and each of them, knew that the other's conduct constituted a breach of duty to plaintiffs and gave substantial assistance to the others to accomplish the ILSA violations described in this Complaint.

1216. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties under ILSA.

WHEREFORE, plaintiffs Robert A. and Diana M. Limbacher demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with other remedies authorized by ILSA, including interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 149 – VIOLATION OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES  
AND CONSUMER PROTECTION LAW  
AND THE AIDING AND ABETTING THEREOF**

**Robert A. and Diana M. Limbacher v. The Developer Defendants, The Marketing  
Defendants, Asher R. Kahn, and Asher Kahn Realty**

1217. Robert A. and Diana M. Limbacher incorporate paragraphs 1 – 179 and 1196 – 1216 as if fully set forth in this count.

1218. Plaintiffs are purchasers of real estate primarily used for personal, family, or household purposes.

1219. Defendants knowingly or recklessly engaged in deception or fraud that included making, or causing to be made, or assisting in the making of material misrepresentations to plaintiffs and the public on which plaintiffs justifiably relied in connection with plaintiffs' purchase of a unit in the Murano.

1220. This fraud and/or deceptive conduct was the proximate cause of plaintiffs' injuries.

1221. Defendants, and each of them, committed fraud and fraud on the market in concert with one another pursuant to a common scheme and/or design to defraud plaintiffs and the public in violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law (“UTPCPL”).

1222. Defendants, and each of them, engaged in deceptive conduct in concert with one another pursuant to a common scheme and/or design to deceive plaintiffs and the public in violation of the UTPCPL.

1223. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiffs and gave substantial assistance to the others to accomplish the deceptive conduct set forth in this Complaint.

1224. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties under the UTPCPL.

WHEREFORE, plaintiffs Robert A. and Diana M. Limbacher demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with treble damages as permitted by statute, interest, costs, attorneys' fees as permitted by statute, and other relief the Court deems appropriate.

**COUNT 150 – CIVIL CONSPIRACY  
TO COMMIT FRAUD AND TO VIOLATE ILSA AND THE UTPCPL**

**Robert A. and Diana M. Limbacher v. All Defendants**

1225. Robert A. and Diana M. Limbacher incorporate paragraphs 1 – 179 and 1196 – 1224 as if fully set forth in this count.

1226. The defendants, and each of them, acted with the common and unlawful purpose of misleading plaintiffs about the level of sales at the Murano, the availability or unavailability of certain units, the availability or unavailability of parking spaces, and other material matters.

1227. The defendants, and each of them, conveyed these misstatements to plaintiffs and others in the market in pursuit of the common purpose to mislead plaintiffs and the public.

1228. Those defendants who did not make misstatements directly to plaintiffs, including those defendants who did not participate in the conspiracy until after misstatements were made to plaintiffs, conspired with and agreed with the defendants who did in order to advance the purposes of the conspiracy alleged herein.

1229. All defendants joined, agreed, and conspired to defraud plaintiffs and others, and to damage plaintiffs and others in violation of ILSA and UTPCPL.

1230. As a result of the defendants' actions in pursuit of their common purpose to mislead plaintiffs and the public, the plaintiffs suffered damages.

WHEREFORE, plaintiffs Robert A. and Diana M. Limbacher demand judgment against each and every defendant for a sum in excess of \$50,000 and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 151 – NEGLIGENCE AND NEGLIGENT MISREPRESENTATION**

**Jerome Marks and Susan Mooney Marks v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, and Asher Kahn Realty**

1231. Jerome Marks and Susan Mooney Marks incorporate paragraphs 1 – 179 as if fully set forth in this count.

1232. Defendants Kahn, Asher Kahn Realty, and Shaw had a duty to deal honestly and truthfully with plaintiffs and with other participants in the real estate market.

1233. Defendant Asher Kahn Realty, as well as Citi Habitats Marketing Group, LLC and NRT New York, Inc., had a duty to exercise reasonable care in order to ensure that defendant Shaw's representations were true and not misleading.

1234. Defendant Shaw made material misrepresentations to Susan Mooney Marks, as set forth above, including those described in paragraph 127.

1235. Defendant Shaw made these material misrepresentations for the benefit of and as an agent for defendants Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, and Alan Edward Casnoff, all of whom should have known that Shaw was making representations that were false, and/or all of whom failed to make a reasonable investigation into whether Shaw was doing so.

1236. The defendants identified in this count, and each of them, intended for their material misrepresentations to induce the plaintiffs to act on those misrepresentations.

1237. Plaintiffs justifiably relied on these material misrepresentations, along with and in the context of the other material misrepresentations described in the Complaint.

1238. The defendants' material misrepresentations were the proximate cause of plaintiffs' injuries.

WHEREFORE, plaintiffs Jerome Marks and Susan Mooney Marks demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 152 – FRAUD/INTENTIONAL MISREPRESENTATION  
AND THE AIDING AND ABETTING THEREOF**

**Jerome Marks and Susan Mooney Marks v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, and Asher Kahn Realty**

1239. Jerome Marks and Susan Mooney Marks incorporate paragraphs 1 – 179 and 1231 – 1238 as if fully set forth in this count.

1240. Defendant Shaw knew that the misstatements he made were false, material, and misleading, and he intended that Jerome Marks and Susan Mooney Marks would rely on them.

1241. Defendant Shaw made these material misrepresentations as an agent for and for the benefit of defendants Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, and Alan Edward Casnoff, all of whom knew of the misrepresentations and their falsity and intended to benefit from them.

1242. Plaintiffs justifiably relied on these material misrepresentations, along with and in the context of other misrepresentations defendants made.

1243. The defendants who did not directly make material representations to plaintiffs aided, abetted, directed, or controlled the making of them and benefitted from them.

1244. Defendants, and each of them, committed fraud/intentional misrepresentation in concert with one another pursuant to a common scheme and/or design to defraud plaintiffs and the public. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiffs and gave substantial assistance to the others to accomplish the fraud set forth in this Complaint.

1245. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties to plaintiffs.

1246. The defendants' material misrepresentations were the proximate cause of plaintiffs' injuries.

WHEREFORE, plaintiffs Jerome Marks and Susan Mooney Marks demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, including actual and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 153 – VIOLATION OF THE INTERSTATE LAND SALES FULL DISCLOSURE ACT AND THE AIDING AND ABETTING THEREOF**

**Jerome Marks and Susan Mooney Marks v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, and Asher Kahn Realty**

1247. Jerome Marks and Susan Mooney Marks incorporate paragraphs 1 – 179 and 1231 – 1246 as if fully set forth in this count.

1248. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, and Asher Kahn Realty used means or instruments of transportation or communication in interstate commerce, including use of the mails, with respect to the offer to sell and/or sale of lots, and engaged in a scheme or artifice to defraud, obtained money by means of an untrue statement of material fact, and/or engaged in a transaction, practice, or course of business that operated or would operate as a fraud or deceit upon the purchaser and on the market in violation of the Interstate Land Sales Full Disclosure Act ("ILSA").

1249. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, and Asher Kahn Realty are liable for damages and other remedies under ILSA as sellers or as the sellers' agents.

1250. Defendants identified in this count, and each of them, knew that the other's conduct constituted a breach of duty to plaintiffs and gave substantial assistance to the others to accomplish the ILSA violations described in this Complaint.

1251. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties under ILSA.

WHEREFORE, plaintiffs Jerome Marks and Susan Mooney Marks demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with other remedies authorized by ILSA, including interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 154 – VIOLATION OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES  
AND CONSUMER PROTECTION LAW  
AND THE AIDING AND ABETTING THEREOF**

**Jerome Marks and Susan Mooney Marks v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, and Asher Kahn Realty**

1252. Jerome Marks and Susan Mooney Marks incorporate paragraphs 1 – 179 and 1231 – 1251 as if fully set forth in this count.

1253. Plaintiffs are purchasers of real estate primarily used for personal, family, or household purposes.

1254. Defendants knowingly or recklessly engaged in deception or fraud that included making, or causing to be made, or assisting in the making of material misrepresentations to plaintiffs and the public on which plaintiffs justifiably relied in connection with plaintiffs' purchase of a unit in the Murano.

1255. This fraud and/or deceptive conduct was the proximate cause of plaintiffs' injuries.

1256. Defendants, and each of them, committed fraud and fraud on the market in concert with one another pursuant to a common scheme and/or design to defraud plaintiffs and the public in violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law ("UTPCPL").

1257. Defendants, and each of them, engaged in deceptive conduct in concert with one another pursuant to a common scheme and/or design to deceive plaintiffs and the public in violation of the UTPCPL.

1258. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiffs and gave substantial assistance to the others to accomplish the deceptive conduct set forth in this Complaint.

1259. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties under the UTPCPL.

WHEREFORE, plaintiffs Jerome Marks and Susan Mooney Marks demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with treble damages as permitted by statute, interest, costs, attorneys' fees as permitted by statute, and other relief the Court deems appropriate.

**COUNT 155 – CIVIL CONSPIRACY  
TO COMMIT FRAUD AND TO VIOLATE ILSA AND THE UTPCPL**

**Jerome Marks and Susan Mooney Marks v. All Defendants**

1260. Jerome Marks and Susan Mooney Marks incorporate paragraphs 1 – 179 and 1231 – 1259 as if fully set forth in this count.

1261. The defendants, and each of them, acted with the common and unlawful purpose of misleading plaintiffs about the level of sales at the Murano, the availability or unavailability of certain units, the availability or unavailability of parking spaces, and other material matters.

1262. The defendants, and each of them, conveyed these misstatements to plaintiffs and others in the market in pursuit of the common purpose to mislead plaintiffs and the public.

1263. Those defendants who did not make misstatements directly to plaintiffs, including those defendants who did not participate in the conspiracy until after misstatements were made to plaintiffs, conspired with and agreed with the defendants who did in order to advance the purposes of the conspiracy alleged herein.

1264. All defendants joined, agreed, and conspired to defraud plaintiffs and others, and to damage plaintiffs and others in violation of ILSA and UTPCPL.

1265. As a result of the defendants' actions in pursuit of their common purpose to mislead plaintiffs and the public, the plaintiffs suffered damages.

WHEREFORE, plaintiffs Jerome Marks and Susan Mooney Marks demand judgment against each and every defendant for a sum in excess of \$50,000 and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 156 – NEGLIGENCE AND NEGLIGENT MISREPRESENTATION**

**Lowell D. Meyerson v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, and Asher Kahn Realty**

1266. Lowell D. Meyerson incorporates paragraphs 1 – 179 as if fully set forth in this count.

1267. Defendants Kahn and Asher Kahn Realty had a duty to deal honestly and truthfully with plaintiff and with other participants in the real estate market.

1268. Defendants Asher Kahn Realty, as well as Citi Habitats Marketing Group, LLC and NRT New York, Inc., had a duty to exercise reasonable care in supervising the work of defendant Kahn in order to ensure that Kahn's representations were true and not misleading.

1269. Defendant Kahn made material misrepresentations to Dr. Meyerson, as set forth above, including those described in paragraph 81.

1270. Defendant Kahn made these material misrepresentations as the broker for Asher Kahn Realty and at the direction of, in the employ of, for the benefit of, and as an agent for defendants Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom should have known that Kahn was making representations that were false, and/or all of whom failed to make a reasonable investigation into whether Kahn was doing so.

1271. The defendants identified in this count, and each of them, intended for their material misrepresentations to induce the plaintiff to act on those misrepresentations.

1272. Plaintiff justifiably relied on these material misrepresentations, along with and in the context of the other material misrepresentations described in the Complaint.

1273. The defendants' material misrepresentations were the proximate cause of plaintiff's injuries.

WHEREFORE, plaintiff Lowell D. Meyerson demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 157 – FRAUD/INTENTIONAL MISREPRESENTATION  
AND THE AIDING AND ABETTING THEREOF**

**Lowell D. Meyerson v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, and Asher Kahn Realty**

1274. Lowell D. Meyerson incorporates paragraphs 1 – 179 and 1266 – 1273 as if fully set forth in this count.

1275. Defendant Kahn knew that the misstatements he made were false, material, and misleading, and he intended that Dr. Meyerson would rely on them.

1276. Defendant Kahn made these material misrepresentations as the broker for Asher Kahn Realty and at the direction of, in the employ of, as an agent for, and for the benefit of defendants Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom knew of the misrepresentations and their falsity and intended to benefit from them.

1277. Plaintiff justifiably relied on these material misrepresentations, along with and in the context of other misrepresentations defendants made.

1278. The defendants who did not directly make material representations to plaintiff aided, abetted, directed, or controlled the making of them and benefitted from them.

1279. Defendants, and each of them, committed fraud/intentional misrepresentation in concert with one another pursuant to a common scheme and/or design to defraud plaintiff and the public. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiff and gave substantial assistance to the others to accomplish the fraud set forth in this Complaint.

1280. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties to plaintiff.

1281. The defendants' material misrepresentations were the proximate cause of plaintiff's injuries.

WHEREFORE, plaintiff Lowell D. Meyerson demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, including actual and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 158 – VIOLATION OF THE INTERSTATE LAND SALES FULL  
DISCLOSURE ACT AND THE AIDING AND ABETTING THEREOF**

**Lowell D. Meyerson v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, and Asher Kahn Realty**

1282. Lowell D. Meyerson incorporates paragraphs 1 – 179 and 1266 – 1281 as if fully set forth in this count.

1283. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, and Asher Kahn Realty used means or instruments of transportation or communication in interstate commerce, including use of the mails, with respect to the offer to sell and/or sale of lots, and engaged in a scheme or artifice to defraud, obtained money by means of an untrue statement of material fact, and/or engaged in a transaction, practice, or course of business that operated or would operate as a fraud or deceit upon the purchaser and on the market in violation of the Interstate Land Sales Full Disclosure Act (“ILSA”).

1284. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, and Asher Kahn Realty are liable for damages and other remedies under ILSA as sellers or as the sellers’ agents.

1285. Defendants identified in this count, and each of them, knew that the other’s conduct constituted a breach of duty to plaintiff and gave substantial assistance to the others to accomplish the ILSA violations described in this Complaint.

1286. Each defendant’s conduct, if considered separately, constitutes a breach of his, her, or its duties under ILSA.

WHEREFORE, plaintiff Lowell D. Meyerson demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with other remedies authorized by ILSA, including interest, costs, attorneys’ fees, and other relief the Court deems appropriate.

**COUNT 159 – VIOLATION OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES  
AND CONSUMER PROTECTION LAW  
AND THE AIDING AND ABETTING THEREOF**

**Lowell D. Meyerson v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn and Asher Kahn Realty**

1287. Lowell D. Meyerson incorporates paragraphs 1 – 179 and 1266 – 1286 as if fully set forth in this count.

1288. Plaintiff is a purchaser of real estate primarily used for personal, family, or household purposes.

1289. Defendants knowingly or recklessly engaged in deception or fraud that included making, or causing to be made, or assisting in the making of material misrepresentations to plaintiff and the public on which plaintiff justifiably relied in connection with plaintiff's purchase of a unit in the Murano.

1290. This fraud and/or deceptive conduct was the proximate cause of plaintiff's injuries.

1291. Defendants, and each of them, committed fraud and fraud on the market in concert with one another pursuant to a common scheme and/or design to defraud plaintiff and the public in violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law ("UTPCPL").

1292. Defendants, and each of them, engaged in deceptive conduct in concert with one another pursuant to a common scheme and/or design to deceive plaintiff and the public in violation of the UTPCPL.

1293. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiff and gave substantial assistance to the others to accomplish the deceptive conduct set forth in this Complaint.

1294. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties under the UTPCPL.

WHEREFORE, plaintiff Lowell D. Meyerson demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with treble damages as permitted by statute, interest, costs, attorneys' fees as permitted by statute, and other relief the Court deems appropriate.

**COUNT 160 – CIVIL CONSPIRACY  
TO COMMIT FRAUD AND TO VIOLATE ILSA AND THE UTPCPL**

**Lowell D. Meyerson v. All Defendants**

1295. Lowell D. Meyerson incorporates paragraphs 1 – 179 and 1266 – 1294 as if fully set forth in this count.

1296. The defendants, and each of them, acted with the common and unlawful purpose of misleading plaintiff about the level of sales at the Murano, the availability or unavailability of certain units, the availability or unavailability of parking spaces, and other material matters.

1297. The defendants, and each of them, conveyed these misstatements to plaintiff and others in the market in pursuit of the common purpose to mislead plaintiff and the public.

1298. Those defendants who did not make misstatements directly to plaintiff, including those defendants who did not participate in the conspiracy until after misstatements were made to plaintiff, conspired with and agreed with the defendants who did in order to advance the purposes of the conspiracy alleged herein.

1299. All defendants joined, agreed, and conspired to defraud plaintiff and others, and to damage plaintiff and others in violation of ILSA and UTPCPL.

1300. As a result of the defendants' actions in pursuit of their common purpose to mislead plaintiff and the public, the plaintiff suffered damages.

WHEREFORE, plaintiff Lowell D. Meyerson demands judgment against each and every defendant for a sum in excess of \$50,000 and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 161 – NEGLIGENCE AND NEGLIGENT MISREPRESENTATION**

**Hugo E. and Samantha A. Molina v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Megan Orndorf Rosenberg**

1301. Hugo E. and Samantha A. Molina incorporate paragraphs 1 – 179 as if fully set forth in this count.

1302. Defendants Kahn, Asher Kahn Realty, and Rosenberg had a duty to deal honestly and truthfully with plaintiffs and with other participants in the real estate market.

1303. Defendants Kahn and Asher Kahn Realty, as well as Citi Habitats Marketing Group, LLC and NRT New York, Inc., had a duty to exercise reasonable care in supervising the work of defendant Rosenberg in order to ensure that her representations were true and not misleading.

1304. Defendants Rosenberg and Casnoff made material misrepresentations to Mr. and Ms. Molina and to their potential lender, as set forth above, including those described in paragraphs 96 and 124.

1305. Defendant Rosenberg made these material misrepresentations as the salesperson for Asher Kahn Realty and at the direction of, in the employ of, for the benefit of, and as an agent for defendants Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom should

have known that Rosenberg was making representations that were false, and/or all of whom failed to make a reasonable investigation into whether Rosenberg was doing so.

1306. The defendants identified in this count, and each of them, intended for their material misrepresentations to induce the plaintiffs to act on those misrepresentations.

1307. Plaintiffs justifiably relied on these material misrepresentations, along with and in the context of the other material misrepresentations described in the Complaint.

1308. The defendants' material misrepresentations were the proximate cause of plaintiffs' injuries.

WHEREFORE, plaintiffs Hugo E. and Samantha A. Molina demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Megan Orndorf Rosenberg, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 162 – FRAUD/INTENTIONAL MISREPRESENTATION  
AND THE AIDING AND ABETTING THEREOF**

**Hugo E. and Samantha A. Molina v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Megan Orndorf Rosenberg**

1309. Hugo E. and Samantha A. Molina incorporate paragraphs 1 – 179 and 1301 – 1308 as if fully set forth in this count.

1310. Defendants Rosenberg and Casnoff knew that the misstatements they made were false, material, and misleading, and she intended that Mr. and Ms. Molina would rely on them.

1311. Defendant Rosenberg made these material misrepresentations as the salesperson for Asher Kahn Realty and at the direction of, in the employ of, as an agent for, and for the

benefit of defendants Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom knew of the misrepresentations and their falsity and intended to benefit from them.

1312. Plaintiffs justifiably relied on these material misrepresentations, along with and in the context of other misrepresentations defendants made.

1313. The defendants who did not directly make material representations to plaintiffs aided, abetted, directed, or controlled the making of them and benefitted from them.

1314. Defendants, and each of them, committed fraud/intentional misrepresentation in concert with one another pursuant to a common scheme and/or design to defraud plaintiffs and the public. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiffs and gave substantial assistance to the others to accomplish the fraud set forth in this Complaint.

1315. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties to plaintiffs.

1316. The defendants' material misrepresentations were the proximate cause of plaintiffs' injuries.

WHEREFORE, plaintiffs Hugo E. and Samantha A. Molina demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Megan Orndorf Rosenberg, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, including actual and punitive

damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 163 – VIOLATION OF THE INTERSTATE LAND SALES FULL DISCLOSURE ACT AND THE AIDING AND ABETTING THEREOF**

**Hugo E. and Samantha A. Molina v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Megan Orndorf Rosenberg**

1317. Hugo E. and Samantha A. Molina incorporate paragraphs 1 – 179 and 1301 – 1316 as if fully set forth in this count.

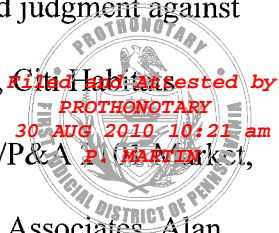
1318. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Megan Orndorf Rosenberg used means or instruments of transportation or communication in interstate commerce, including use of the mails, with respect to the offer to sell and/or sale of lots, and engaged in a scheme or artifice to defraud, obtained money by means of an untrue statement of material fact, and/or engaged in a transaction, practice, or course of business that operated or would operate as a fraud or deceit upon the purchaser and on the market in violation of the Interstate Land Sales Full Disclosure Act (“ILSA”).

1319. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Megan Orndorf Rosenberg are liable for damages and other remedies under ILSA as sellers or as the sellers' agents.

1320. Defendants identified in this count, and each of them, knew that the other's conduct constituted a breach of duty to plaintiffs and gave substantial assistance to the others to accomplish the ILSA violations described in this Complaint.

1321. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties under ILSA.

WHEREFORE, plaintiffs Hugo E. and Samantha A. Molina demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Megan Orndorf Rosenberg, Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with other remedies authorized by ILSA, including interest, costs, attorneys' fees, and other relief the Court deems appropriate.



**COUNT 164 – VIOLATION OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES  
AND CONSUMER PROTECTION LAW  
AND THE AIDING AND ABETTING THEREOF**

**Hugo E. and Samantha A. Molina v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Megan Orndorf Rosenberg**

1322. Hugo E. and Samantha A. Molina incorporate paragraphs 1 – 179 and 1301 – 1321 as if fully set forth in this count.

1323. Plaintiffs are purchasers of real estate primarily used for personal, family, or household purposes.

1324. Defendants knowingly or recklessly engaged in deception or fraud that included making, or causing to be made, or assisting in the making of material misrepresentations to plaintiffs and the public on which plaintiffs justifiably relied in connection with plaintiffs' purchase of a unit in the Murano.

1325. This fraud and/or deceptive conduct was the proximate cause of plaintiffs' injuries.

1326. Defendants, and each of them, committed fraud and fraud on the market in concert with one another pursuant to a common scheme and/or design to defraud plaintiffs and

the public in violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law (“UTPCPL”).

1327. Defendants, and each of them, engaged in deceptive conduct in concert with one another pursuant to a common scheme and/or design to deceive plaintiffs and the public in violation of the UTPCPL.

1328. Defendants, and each of them, knew that the other’s conduct constituted a breach of duty to plaintiffs and gave substantial assistance to the others to accomplish the deceptive conduct set forth in this Complaint.

1329. Each defendant’s conduct, if considered separately, constitutes a breach of his, her, or its duties under the UTPCPL.

WHEREFORE, plaintiffs Hugo E. and Samantha A. Molina demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Megan Orndorf Rosenberg, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with treble damages as permitted by statute, interest, costs, attorneys’ fees as permitted by statute, and other relief the Court deems appropriate.

**COUNT 165 – CIVIL CONSPIRACY  
TO COMMIT FRAUD AND TO VIOLATE ILSA AND THE UTPCPL**

**Hugo E. and Samantha A. Molina v. All Defendants**

1330. Hugo E. and Samantha A. Molina incorporate paragraphs 1 – 179 and 1301 – 1329 as if fully set forth in this count.

1331. The defendants, and each of them, acted with the common and unlawful purpose of misleading plaintiffs about the level of sales at the Murano, the availability or unavailability of certain units, the availability or unavailability of parking spaces, and other material matters.

1332. The defendants, and each of them, conveyed these misstatements to plaintiffs and others in the market in pursuit of the common purpose to mislead plaintiffs and the public.

1333. Those defendants who did not make misstatements directly to plaintiffs, including those defendants who did not participate in the conspiracy until after misstatements were made to plaintiffs, conspired with and agreed with the defendants who did in order to advance the purposes of the conspiracy alleged herein.

1334. All defendants joined, agreed, and conspired to defraud plaintiffs and others, and to damage plaintiffs and others in violation of ILSA and UTPCPL.

1335. As a result of the defendants' actions in pursuit of their common purpose to mislead plaintiffs and the public, the plaintiffs suffered damages.

WHEREFORE, plaintiffs Hugo E. and Samantha A. Molina demand judgment against each and every defendant for a sum in excess of \$50,000 and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 166 – NEGLIGENCE AND NEGLIGENT MISREPRESENTATION**

**Robert Y. and Naida O. Mosenkis v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Megan Orndorf Rosenberg**

1336. Robert Y. and Naida O. Mosenkis incorporate paragraphs 1 – 179 as if fully set forth in this count.

1337. Defendants Kahn, Asher Kahn Realty, and Rosenberg had a duty to deal honestly and truthfully with plaintiffs and with other participants in the real estate market.

1338. Defendants Asher Kahn Realty, as well as Citi Habitats Marketing Group, LLC and NRT New York, Inc., had a duty to exercise reasonable care in supervising the work of defendants Kahn and Rosenberg in order to ensure that their representations were true and not misleading.

1339. Defendants Kahn and Rosenberg made material misrepresentations to Mr. and Ms. Mosenkis and their lender's appraiser, as set forth above, including those described in paragraphs 54 and 114.

1340. Defendants Kahn and Rosenberg made these material misrepresentations as the broker and salesperson for Asher Kahn Realty and at the direction of, in the employ of, for the benefit of, and as agents for defendants Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom should have known that Kahn and Rosenberg were making representations that were false, and/or all of whom failed to make a reasonable investigation into whether Kahn and Rosenberg were doing so.

1341. The defendants identified in this count, and each of them, intended for their material misrepresentations to induce the plaintiffs to act on those misrepresentations.

1342. Plaintiffs justifiably relied on these material misrepresentations, along with and in the context of the other material misrepresentations described in the Complaint.

1343. The defendants' material misrepresentations were the proximate cause of plaintiffs' injuries.

WHEREFORE, plaintiffs Robert Y. and Naida O. Mosenkis demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Megan Orndorf Rosenberg, Citi Habitats

Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 167 – FRAUD/INTENTIONAL MISREPRESENTATION  
AND THE AIDING AND ABETTING THEREOF**

**Robert Y. and Naida O. Mosenkis v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Megan Orndorf Rosenberg**

1344. Robert Y. and Naida O. Mosenkis incorporate paragraphs 1 – 179 and 1336 – 1343 as if fully set forth in this count.

1345. Defendants Kahn and Rosenberg knew that the misstatements they made were false, material, and misleading, and they intended that Mr. and Ms. Mosenkis would rely on them.

1346. Defendants Kahn and Rosenberg made these material misrepresentations as the broker and salesperson for Asher Kahn Realty and at the direction of, in the employ of, as agents for, and for the benefit of defendants Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom knew of the misrepresentations and their falsity and intended to benefit from them.

1347. Plaintiffs justifiably relied on these material misrepresentations, along with and in the context of other misrepresentations defendants made.

1348. The defendants who did not directly make material representations to plaintiffs aided, abetted, directed, or controlled the making of them and benefitted from them.

1349. Defendants, and each of them, committed fraud/intentional misrepresentation in concert with one another pursuant to a common scheme and/or design to defraud plaintiffs and the public. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiffs and gave substantial assistance to the others to accomplish the fraud set forth in this Complaint.

1350. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties to plaintiffs.

1351. The defendants' material misrepresentations were the proximate cause of plaintiffs' injuries.

WHEREFORE, plaintiffs Robert Y. and Naida O. Mosenkis demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Megan Orndorf Rosenberg, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, including actual and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 168 – VIOLATION OF THE INTERSTATE LAND SALES FULL DISCLOSURE ACT AND THE AIDING AND ABETTING THEREOF**

**Robert Y. and Naida O. Mosenkis v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Megan Orndorf Rosenberg**

1352. Robert Y. and Naida O. Mosenkis incorporate paragraphs 1 – 179 and 1336 – 1351 as if fully set forth in this count.

1353. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Megan Orndorf Rosenberg used means or instruments

of transportation or communication in interstate commerce, including use of the mails, with respect to the offer to sell and/or sale of lots, and engaged in a scheme or artifice to defraud, obtained money by means of an untrue statement of material fact, and/or engaged in a transaction, practice, or course of business that operated or would operate as a fraud or deceit upon the purchaser and on the market in violation of the Interstate Land Sales Full Disclosure Act (“ILSA”).

1354. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Megan Orndorf Rosenberg are liable for damages and other remedies under ILSA as sellers or as the sellers’ agents.

1355. Defendants identified in this count, and each of them, knew that the other’s conduct constituted a breach of duty to plaintiffs and gave substantial assistance to the others to accomplish the ILSA violations described in this Complaint.

1356. Each defendant’s conduct, if considered separately, constitutes a breach of his, her, or its duties under ILSA.

WHEREFORE, plaintiffs Robert Y. and Naida O. Mosenkis demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Megan Orndorf Rosenberg, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with other remedies authorized by ILSA, including interest, costs, attorneys’ fees, and other relief the Court deems appropriate.

**COUNT 169 – VIOLATION OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES  
AND CONSUMER PROTECTION LAW  
AND THE AIDING AND ABETTING THEREOF**

**Robert Y. and Naida O. Mosenkis v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Megan Orndorf Rosenberg**

1357. Robert Y. and Naida O. Mosenkis incorporate paragraphs 1 – 179 and 1336 – 1356 as if fully set forth in this count.

1358. Plaintiffs are purchasers of real estate primarily used for personal, family, or household purposes.

1359. Defendants knowingly or recklessly engaged in deception or fraud that included making, or causing to be made, or assisting in the making of material misrepresentations to plaintiffs and the public on which plaintiffs justifiably relied in connection with plaintiffs' purchase of a unit in the Murano.

1360. This fraud and/or deceptive conduct was the proximate cause of plaintiffs' injuries.

1361. Defendants, and each of them, committed fraud and fraud on the market in concert with one another pursuant to a common scheme and/or design to defraud plaintiffs and the public in violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law ("UTPCPL").

1362. Defendants, and each of them, engaged in deceptive conduct in concert with one another pursuant to a common scheme and/or design to deceive plaintiffs and the public in violation of the UTPCPL.

1363. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiffs and gave substantial assistance to the others to accomplish the deceptive conduct set forth in this Complaint.

1364. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties under the UTPCPL.

WHEREFORE, plaintiffs Robert Y. and Naida O. Mosenkis demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Megan Orndorf Rosenberg, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with treble damages as permitted by statute, interest, costs, attorneys' fees as permitted by statute, and other relief the Court deems appropriate.

**COUNT 170 – CIVIL CONSPIRACY  
TO COMMIT FRAUD AND TO VIOLATE ILSA AND THE UTPCPL**

**Robert Y. and Naida O. Mosenkis v. All Defendants**

1365. Robert Y. and Naida O. Mosenkis incorporate paragraphs 1 – 179 and 1336 – 1364 as if fully set forth in this count.

1366. The defendants, and each of them, acted with the common and unlawful purpose of misleading plaintiffs about the level of sales at the Murano, the availability or unavailability of certain units, the availability or unavailability of parking spaces, and other material matters.

1367. The defendants, and each of them, conveyed these misstatements to plaintiffs and others in the market in pursuit of the common purpose to mislead plaintiffs and the public.

1368. Those defendants who did not make misstatements directly to plaintiffs, including those defendants who did not participate in the conspiracy until after misstatements were made to plaintiffs, conspired with and agreed with the defendants who did in order to advance the purposes of the conspiracy alleged herein.

1369. All defendants joined, agreed, and conspired to defraud plaintiffs and others, and to damage plaintiffs and others in violation of ILSA and UTPCPL.

1370. As a result of the defendants' actions in pursuit of their common purpose to mislead plaintiffs and the public, the plaintiffs suffered damages.

WHEREFORE, plaintiffs Robert Y. and Naida O. Mosenkis demand judgment against each and every defendant for a sum in excess of \$50,000 and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 171 – NEGLIGENCE AND NEGLIGENT MISREPRESENTATION**

**Joyce V. Newman v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo**

1371. Joyce V. Newman incorporates paragraphs 1 – 179 as if fully set forth in this count.

1372. Defendants Kahn, Asher Kahn Realty, and Rizzo had a duty to deal honestly and truthfully with plaintiff and with other participants in the real estate market.

1373. Defendants Asher Kahn Realty, as well as Citi Habitats Marketing Group, LLC and NRT New York, Inc., had a duty to exercise reasonable care in supervising the work of defendants Kahn and Rizzo in order to ensure that their representations were true and not misleading.

1374. Defendants Kahn and Rizzo made material misrepresentations to Ms. Newman and to her lender's appraiser, as set forth above, including those described in paragraphs 71 and 118.

1375. Defendants Kahn and Rizzo made these material misrepresentations as the broker and salesperson for Asher Kahn Realty and at the direction of, in the employ of, for the benefit of, and as agents for defendants Citi Habitats Marketing Group, LLC, NRT New York, Inc.,

NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom should have known that Kahn and Rizzo were making representations that were false, and/or all of whom failed to make a reasonable investigation into whether Kahn and Rizzo were doing so.

1376. The defendants identified in this count, and each of them, intended for their material misrepresentations to induce the plaintiff to act on those misrepresentations.

1377. Plaintiff justifiably relied on these material misrepresentations, along with and in the context of the other material misrepresentations described in the Complaint.

1378. The defendants' material misrepresentations were the proximate cause of plaintiff's injuries.

WHEREFORE, plaintiff Joyce V. Newman demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 172 – FRAUD/INTENTIONAL MISREPRESENTATION  
AND THE AIDING AND ABETTING THEREOF**

**Joyce V. Newman v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo**

1379. Joyce V. Newman incorporates paragraphs 1 – 179 and 1371 – 1378 as if fully set forth in this count.

1380. Defendants Kahn and Rizzo knew that the misstatements they made were false, material, and misleading, and they intended that Ms. Newman would rely on them.

1381. Defendants Kahn and Rizzo made these material misrepresentations as the broker and salesperson for Asher Kahn Realty and at the direction of, in the employ of, as agents for, and for the benefit of defendants Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom knew of the misrepresentations and their falsity and intended to benefit from them.

1382. Plaintiff justifiably relied on these material misrepresentations, along with and in the context of other misrepresentations defendants made.

1383. The defendants who did not directly make material representations to plaintiff aided, abetted, directed, or controlled the making of them and benefitted from them.

1384. Defendants, and each of them, committed fraud/intentional misrepresentation in concert with one another pursuant to a common scheme and/or design to defraud plaintiff and the public. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiff and gave substantial assistance to the others to accomplish the fraud set forth in this Complaint.

1385. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties to plaintiff.

1386. The defendants' material misrepresentations were the proximate cause of plaintiff's injuries.

WHEREFORE, plaintiff Joyce V. Newman demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for

a sum in excess of \$50,000, including actual and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 173 – VIOLATION OF THE INTERSTATE LAND SALES FULL DISCLOSURE ACT AND THE AIDING AND ABETTING THEREOF**

**Joyce V. Newman v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo**

1387. Joyce V. Newman incorporates paragraphs 1 – 179 and 1371 – 1386 as if fully set forth in this count.

1388. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo used means or instruments of transportation or communication in interstate commerce, including use of the mails, with respect to the offer to sell and/or sale of lots, and engaged in a scheme or artifice to defraud, obtained money by means of an untrue statement of material fact, and/or engaged in a transaction, practice, or course of business that operated or would operate as a fraud or deceit upon the purchaser and on the market in violation of the Interstate Land Sales Full Disclosure Act (“ILSA”).

1389. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo are liable for damages and other remedies under ILSA as sellers or as the sellers' agents.

1390. Defendants identified in this count, and each of them, knew that the other's conduct constituted a breach of duty to plaintiff and gave substantial assistance to the others to accomplish the ILSA violations described in this Complaint.

1391. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties under ILSA.

WHEREFORE, plaintiff Joyce V. Newman demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with other remedies authorized by ILSA, including interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 174 – VIOLATION OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES  
AND CONSUMER PROTECTION LAW  
AND THE AIDING AND ABETTING THEREOF**

**Joyce V. Newman v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo**

1392. Joyce V. Newman incorporates paragraphs 1 – 179 and 1371 – 1391 as if fully set forth in this count.

1393. Plaintiff is a purchaser of real estate primarily used for personal, family, or household purposes.

1394. Defendants knowingly or recklessly engaged in deception or fraud that included making, or causing to be made, or assisting in the making of material misrepresentations to plaintiff and the public on which plaintiff justifiably relied in connection with plaintiff's purchase of a unit in the Murano.

1395. This fraud and/or deceptive conduct was the proximate cause of plaintiff's injuries.

1396. Defendants, and each of them, committed fraud and fraud on the market in concert with one another pursuant to a common scheme and/or design to defraud plaintiff and the public in violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law ("UTPCPL").

1397. Defendants, and each of them, engaged in deceptive conduct in concert with one another pursuant to a common scheme and/or design to deceive plaintiff and the public in violation of the UTPCPL.

1398. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiff and gave substantial assistance to the others to accomplish the deceptive conduct set forth in this Complaint.

1399. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties under the UTPCPL.

WHEREFORE, plaintiff Joyce V. Newman demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with treble damages as permitted by statute, interest, costs, attorneys' fees as permitted by statute, and other relief the Court deems appropriate.

**COUNT 175 – CIVIL CONSPIRACY  
TO COMMIT FRAUD AND TO VIOLATE ILSA AND THE UTPCPL**

**Joyce V. Newman v. All Defendants**

1400. Joyce V. Newman incorporates paragraphs 1 – 179 and 1371 – 1399 as if fully set forth in this count.

1401. The defendants, and each of them, acted with the common and unlawful purpose of misleading plaintiff about the level of sales at the Murano, the availability or unavailability of certain units, the availability or unavailability of parking spaces, and other material matters.

1402. The defendants, and each of them, conveyed these misstatements to plaintiff and others in the market in pursuit of the common purpose to mislead plaintiff and the public.

1403. Those defendants who did not make misstatements directly to plaintiff, including those defendants who did not participate in the conspiracy until after misstatements were made to plaintiff, conspired with and agreed with the defendants who did in order to advance the purposes of the conspiracy alleged herein.

1404. All defendants joined, agreed, and conspired to defraud plaintiff and others, and to damage plaintiff and others in violation of ILSA and UTPCPL.

1405. As a result of the defendants' actions in pursuit of their common purpose to mislead plaintiff and the public, the plaintiff suffered damages.

WHEREFORE, plaintiff Joyce V. Newman demands judgment against each and every defendant for a sum in excess of \$50,000 and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

#### **COUNT 176 – NEGLIGENCE AND NEGLIGENT MISREPRESENTATION**

##### **James J. Reed v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo**

1406. James J. Reed incorporates paragraphs 1 – 179 as if fully set forth in this count.

1407. Defendants Kahn, Asher Kahn Realty, and Rizzo had a duty to deal honestly and truthfully with plaintiff and with other participants in the real estate market.

1408. Defendants Kahn and Asher Kahn Realty, as well as Citi Habitats Marketing Group, LLC and NRT New York, Inc., had a duty to exercise reasonable care in supervising the work of defendant Rizzo in order to ensure that his representations were true and not misleading.

1409. Defendant Rizzo made material misrepresentations to Mr. Reed, as set forth above, including those described in paragraph 112.

1410. Defendant Rizzo made these material misrepresentations as the salesperson for Asher Kahn Realty and at the direction of, in the employ of, for the benefit of, and as an agent

for defendants Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom should have known that Rizzo was making representations that were false, and/or all of whom failed to make a reasonable investigation into whether Rizzo was doing so.

1411. The defendants identified in this count, and each of them, intended for their material misrepresentations to induce the plaintiff to act on those misrepresentations.

1412. Plaintiff justifiably relied on these material misrepresentations, along with and in the context of the other material misrepresentations described in the Complaint.

1413. The defendants' material misrepresentations were the proximate cause of plaintiff's injuries.

WHEREFORE, plaintiff James J. Reed demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 177 – FRAUD/INTENTIONAL MISREPRESENTATION  
AND THE AIDING AND ABETTING THEREOF**

**James J. Reed v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo**

1414. James J. Reed incorporates paragraphs 1 – 179 and 1406 – 1413 as if fully set forth in this count.

1415. Defendant Rizzo knew that the misstatements he made were false, material, and misleading, and he intended that Mr. Reed would rely on them.

1416. Defendant Rizzo made these material misrepresentations as the salesperson for Asher Kahn Realty and at the direction of, in the employ of, as an agent for, and for the benefit of defendants Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom knew of the misrepresentations and their falsity and intended to benefit from them.

1417. Plaintiff justifiably relied on these material misrepresentations, along with and in the context of other misrepresentations defendants made.

1418. The defendants who did not directly make material representations to plaintiff aided, abetted, directed, or controlled the making of them and benefitted from them.

1419. Defendants, and each of them, committed fraud/intentional misrepresentation in concert with one another pursuant to a common scheme and/or design to defraud plaintiff and the public. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiff and gave substantial assistance to the others to accomplish the fraud set forth in this Complaint.

1420. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties to plaintiff.

1421. The defendants' material misrepresentations were the proximate cause of plaintiff's injuries.

WHEREFORE, plaintiff James J. Reed demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, including actual and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 178 – VIOLATION OF THE INTERSTATE LAND SALES FULL DISCLOSURE ACT AND THE AIDING AND ABETTING THEREOF**

**James J. Reed v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo**

1422. James J. Reed incorporates paragraphs 1 – 179 and 1406 – 1421 as if fully set forth in this count.

1423. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo used means or instruments of transportation or communication in interstate commerce, including use of the mails, with respect to the offer to sell and/or sale of lots, and engaged in a scheme or artifice to defraud, obtained money by means of an untrue statement of material fact, and/or engaged in a transaction, practice, or course of business that operated or would operate as a fraud or deceit upon the purchaser and on the market in violation of the Interstate Land Sales Full Disclosure Act (“ILSA”).

1424. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo are liable for damages and other remedies under ILSA as sellers or as the sellers' agents.

1425. Defendants identified in this count, and each of them, knew that the other's conduct constituted a breach of duty to plaintiff and gave substantial assistance to the others to accomplish the ILSA violations described in this Complaint.

1426. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties under ILSA.

WHEREFORE, plaintiff James J. Reed demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with other remedies authorized by ILSA, including interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 179 – VIOLATION OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES  
AND CONSUMER PROTECTION LAW  
AND THE AIDING AND ABETTING THEREOF**

**James J. Reed v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo**

1427. James J. Reed incorporates paragraphs 1 – 179 and 1406 – 1426 as if fully set forth in this count.

1428. Plaintiff is a purchaser of real estate primarily used for personal, family, or household purposes.

1429. Defendants knowingly or recklessly engaged in deception or fraud that included making, or causing to be made, or assisting in the making of material misrepresentations to

plaintiff and the public on which plaintiff justifiably relied in connection with plaintiff's purchase of a unit in the Murano.

1430. This fraud and/or deceptive conduct was the proximate cause of plaintiff's injuries.

1431. Defendants, and each of them, committed fraud and fraud on the market in concert with one another pursuant to a common scheme and/or design to defraud plaintiff and the public in violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law ("UTPCPL").

1432. Defendants, and each of them, engaged in deceptive conduct in concert with one another pursuant to a common scheme and/or design to deceive plaintiff and the public in violation of the UTPCPL.

1433. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiff and gave substantial assistance to the others to accomplish the deceptive conduct set forth in this Complaint.

1434. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties under the UTPCPL.

WHEREFORE, plaintiff James J. Reed demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with treble damages as permitted by statute, interest, costs, attorneys' fees as permitted by statute, and other relief the Court deems appropriate.

**COUNT 180 – CIVIL CONSPIRACY  
TO COMMIT FRAUD AND TO VIOLATE ILSA AND THE UTPCPL**

**James J. Reed v. All Defendants**

1435. James J. Reed incorporates paragraphs 1 – 179 and 1406 – 1434 as if fully set forth in this count.

1436. The defendants, and each of them, acted with the common and unlawful purpose of misleading plaintiff about the level of sales at the Murano, the availability or unavailability of certain units, the availability or unavailability of parking spaces, and other material matters.

1437. The defendants, and each of them, conveyed these misstatements to plaintiff and others in the market in pursuit of the common purpose to mislead plaintiff and the public.

1438. Those defendants who did not make misstatements directly to plaintiff, including those defendants who did not participate in the conspiracy until after misstatements were made to plaintiff, conspired with and agreed with the defendants who did in order to advance the purposes of the conspiracy alleged herein.

1439. All defendants joined, agreed, and conspired to defraud plaintiff and others, and to damage plaintiff and others in violation of ILSA and UTPCPL.

1440. As a result of the defendants' actions in pursuit of their common purpose to mislead plaintiff and the public, the plaintiff suffered damages.

WHEREFORE, plaintiff James J. Reed demands judgment against each and every defendant for a sum in excess of \$50,000 and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 181 – NEGLIGENCE AND NEGLIGENT MISREPRESENTATION**

**Adrian V. Rodrigo v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo**

1441. Adrian V. Rodrigo incorporates paragraphs 1 – 179 as if fully set forth in this count.

1442. Defendants Kahn, Asher Kahn Realty, and Rizzo had a duty to deal honestly and truthfully with plaintiff and with other participants in the real estate market.

1443. Defendants Kahn and Asher Kahn Realty, as well as Citi Habitats Marketing Group, LLC and NRT New York, Inc., had a duty to exercise reasonable care in supervising the work of defendant Rizzo in order to ensure that his representations were true and not misleading.

1444. Defendant Rizzo made material misrepresentations to Mr. Rodrigo, as set forth above, including those described in paragraph 104.

1445. Defendant Rizzo made these material misrepresentations as the salesperson for Asher Kahn Realty and at the direction of, in the employ of, for the benefit of, and as an agent for defendants Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom should have known that Rizzo was making representations that were false, and/or all of whom failed to make a reasonable investigation into whether Rizzo was doing so.

1446. The defendants identified in this count, and each of them, intended for their material misrepresentations to induce the plaintiff to act on those misrepresentations.

1447. Plaintiff justifiably relied on these material misrepresentations, along with and in the context of the other material misrepresentations described in the Complaint.

1448. The defendants' material misrepresentations were the proximate cause of plaintiff's injuries.

WHEREFORE, plaintiff Adrian V. Rodrigo demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 182 – FRAUD/INTENTIONAL MISREPRESENTATION  
AND THE AIDING AND ABETTING THEREOF**

**Adrian V. Rodrigo v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo**

1449. Adrian V. Rodrigo incorporates paragraphs 1 – 179 and 1441 – 1448 as if fully set forth in this count.

1450. Defendant Rizzo knew that the misstatements he made were false, material, and misleading, and he intended that Mr. Rodrigo would rely on them.

1451. Defendant Rizzo made these material misrepresentations as the salesperson for Asher Kahn Realty and at the direction of, in the employ of, as an agent for, and for the benefit of defendants Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom knew of the misrepresentations and their falsity and intended to benefit from them.

1452. Plaintiff justifiably relied on these material misrepresentations, along with and in the context of other misrepresentations defendants made.

1453. The defendants who did not directly make material representations to plaintiff aided, abetted, directed, or controlled the making of them and benefitted from them.

1454. Defendants, and each of them, committed fraud/intentional misrepresentation in concert with one another pursuant to a common scheme and/or design to defraud plaintiff and the public. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiff and gave substantial assistance to the others to accomplish the fraud set forth in this Complaint.

1455. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties to plaintiff.

1456. The defendants' material misrepresentations were the proximate cause of plaintiff's injuries

WHEREFORE, plaintiff Adrian V. Rodrigo demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, including actual and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 183 – VIOLATION OF THE INTERSTATE LAND SALES FULL  
DISCLOSURE ACT AND THE AIDING AND ABETTING THEREOF**

**Adrian V. Rodrigo v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo**

1457. Adrian V. Rodrigo incorporates paragraphs 1 – 179 and 1441 – 1456 as if fully set forth in this count.

1458. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo used means or instruments of transportation or communication in interstate commerce, including use of the mails, with respect to the offer to sell and/or sale of lots, and engaged in a scheme or artifice to defraud, obtained money by means of an untrue statement of material fact, and/or engaged in a transaction, practice, or course of business that operated or would operate as a fraud or deceit upon the purchaser and on the market in violation of the Interstate Land Sales Full Disclosure Act (“ILSA”).

1459. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo are liable for damages and other remedies under ILSA as sellers or as the sellers’ agents.

1460. Defendants identified in this count, and each of them, knew that the other’s conduct constituted a breach of duty to plaintiff and gave substantial assistance to the others to accomplish the ILSA violations described in this Complaint.

1461. Each defendant’s conduct, if considered separately, constitutes a breach of his, her, or its duties under ILSA.

WHEREFORE, plaintiff Adrian V. Rodrigo demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, Citi Habitats Marketing Group, LLC, NRT New

York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with other remedies authorized by ILSA, including interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 184 – VIOLATION OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES  
AND CONSUMER PROTECTION LAW  
AND THE AIDING AND ABETTING THEREOF**

**Adrian V. Rodrigo v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo**

1462. Adrian V. Rodrigo incorporates paragraphs 1 – 179 and 1441 – 1461 as if fully set forth in this count.

1463. Plaintiff is a purchaser of real estate primarily used for personal, family, or household purposes.

1464. Defendants knowingly or recklessly engaged in deception or fraud that included making, or causing to be made, or assisting in the making of material misrepresentations to plaintiff and the public on which plaintiff justifiably relied in connection with plaintiff's purchase of a unit in the Murano.

1465. This fraud and/or deceptive conduct was the proximate cause of plaintiff's injuries.

1466. Defendants, and each of them, committed fraud and fraud on the market in concert with one another pursuant to a common scheme and/or design to defraud plaintiff and the public in violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law ("UTPCPL").

1467. Defendants, and each of them, engaged in deceptive conduct in concert with one another pursuant to a common scheme and/or design to deceive plaintiff and the public in violation of the UTPCPL.

1468. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiff and gave substantial assistance to the others to accomplish the deceptive conduct set forth in this Complaint.

1469. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties under the UTPCPL.

WHEREFORE, plaintiff Adrian V. Rodrigo demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with treble damages as permitted by statute, interest, costs, attorneys' fees as permitted by statute, and other relief the Court deems appropriate.

**COUNT 185 – CIVIL CONSPIRACY  
TO COMMIT FRAUD AND TO VIOLATE ILSA AND THE UTPCPL**

**Adrian V. Rodrigo v. All Defendants**

1470. Adrian V. Rodrigo incorporates paragraphs 1 – 179 and 1441 – 1469 as if fully set forth in this count.

1471. The defendants, and each of them, acted with the common and unlawful purpose of misleading plaintiff about the level of sales at the Murano, the availability or unavailability of certain units, the availability or unavailability of parking spaces, and other material matters.

1472. The defendants, and each of them, conveyed these misstatements to plaintiff and others in the market in pursuit of the common purpose to mislead plaintiff and the public.

1473. Those defendants who did not make misstatements directly to plaintiff, including those defendants who did not participate in the conspiracy until after misstatements were made to plaintiff, conspired with and agreed with the defendants who did in order to advance the purposes of the conspiracy alleged herein.

1474. All defendants joined, agreed, and conspired to defraud plaintiff and others, and to damage plaintiff and others in violation of ILSA and UTPCPL.

1475. As a result of the defendants' actions in pursuit of their common purpose to mislead plaintiff and the public, the plaintiff suffered damages.

WHEREFORE, plaintiff Adrian V. Rodrigo demands judgment against each and every defendant for a sum in excess of \$50,000 and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

#### **COUNT 186 – NEGLIGENCE AND NEGLIGENT MISREPRESENTATION**

##### **Wayne W. and Karen G. Rosenberger v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, and Asher Kahn Realty**

1476. Wayne W. and Karen G. Rosenberger incorporate paragraphs 1- 179 as if fully set forth in this count.

1477. Defendants Kahn and Asher Kahn Realty had a duty to deal honestly and truthfully with plaintiffs and with other participants in the real estate market.

1478. Defendants Asher Kahn Realty, as well as Citi Habitats Marketing Group, LLC and NRT New York, Inc., had a duty to exercise reasonable care in supervising the work of defendant Kahn in order to ensure that Kahn's representations were true and not misleading.

1479. Defendant Kahn made material misrepresentations to Mr. and Ms. Rosenberger, as set forth above, including those described in paragraph 53.

1480. Defendant Kahn made these material misrepresentations as the broker for Asher Kahn Realty and at the direction of, in the employ of, for the benefit of, and as an agent for defendants Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom should have known that Kahn was making representations that were false, and/or all of whom failed to make a reasonable investigation into whether Kahn was doing so.

1481. The defendants identified in this count, and each of them, intended for their material misrepresentations to induce the plaintiffs to act on those misrepresentations.

1482. Plaintiffs justifiably relied on these material misrepresentations, along with and in the context of the other material misrepresentations described in the Complaint.

1483. The defendants' material misrepresentations were the proximate cause of plaintiffs' injuries.

WHEREFORE, plaintiffs Wayne W. and Karen G. Rosenberger demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 187 – FRAUD/INTENTIONAL MISREPRESENTATION  
AND THE AIDING AND ABETTING THEREOF**

**Wayne W. and Karen G. Rosenberger v. The Developer Defendants,  
The Marketing Defendants, Asher R. Kahn, and Asher Kahn Realty**

1484. Wayne W. and Karen G. Rosenberger incorporate paragraphs 1 – 179 and 1476 – 1483 as if fully set forth in this count.

1485. Defendant Kahn knew that the misstatements he made were false, material, and misleading, and he intended that Mr. and Ms. Rosenberg would rely on them.

1486. Defendant Kahn made these material misrepresentations as the broker for Asher Kahn Realty and at the direction of, in the employ of, as an agent for, and for the benefit of defendants Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom knew of the misrepresentations and their falsity and intended to benefit from them.

1487. Plaintiffs justifiably relied on these material misrepresentations, along with and in the context of other misrepresentations defendants made.

1488. The defendants who did not directly make material representations to plaintiffs aided, abetted, directed, or controlled the making of them and benefitted from them.

1489. Defendants, and each of them, committed fraud/intentional misrepresentation in concert with one another pursuant to a common scheme and/or design to defraud plaintiffs and the public. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiffs and gave substantial assistance to the others to accomplish the fraud set forth in this Complaint.

1490. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties to plaintiffs.

1491. The defendants' material misrepresentations were the proximate cause of plaintiffs' injuries.

WHEREFORE, plaintiffs Wayne W. and Karen G. Rosenberger demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, including actual and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 188 – VIOLATION OF THE INTERSTATE LAND SALES FULL DISCLOSURE ACT AND THE AIDING AND ABETTING THEREOF**

**Wayne W. and Karen G. Rosenberger v. The Developer Defendants,  
The Marketing Defendants, Asher R. Kahn, and Asher Kahn Realty**

1492. Wayne W. and Karen G. Rosenberger incorporate paragraphs 1 – 179 and 1476 – 1491 as if fully set forth in this count.

1493. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, and Asher Kahn Realty used means or instruments of transportation or communication in interstate commerce, including use of the mails, with respect to the offer to sell and/or sale of lots, and engaged in a scheme or artifice to defraud, obtained money by means of an untrue statement of material fact, and/or engaged in a transaction, practice, or course of business that operated or would operate as a fraud or deceit upon the purchaser and on the market in violation of the Interstate Land Sales Full Disclosure Act ("ILSA").

1494. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, and Asher Kahn Realty are liable for damages and other remedies under ILSA as sellers or as the sellers' agents.

1495. Defendants identified in this count, and each of them, knew that the other's conduct constituted a breach of duty to plaintiffs and gave substantial assistance to the others to accomplish the ILSA violations described in this Complaint.

1496. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties under ILSA.

WHEREFORE, plaintiffs Wayne W. and Karen G. Rosenberger demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with other remedies authorized by ILSA, including interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 189 – VIOLATION OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES  
AND CONSUMER PROTECTION LAW  
AND THE AIDING AND ABETTING THEREOF**

**Wayne W. and Karen G. Rosenberger v. The Developer Defendants,  
The Marketing Defendants, Asher R. Kahn, and Asher Kahn Realty**

1497. Wayne G. and Karen Rosenberger incorporate paragraphs 1 – 179 and 1476 – 1496 as if fully set forth in this count.

1498. Plaintiffs are purchasers of real estate primarily used for personal, family, or household purposes.

1499. Defendants knowingly or recklessly engaged in deception or fraud that included making, or causing to be made, or assisting in the making of material misrepresentations to

plaintiffs and the public on which plaintiffs justifiably relied in connection with plaintiffs' purchase of a unit in the Murano.

1500. This fraud and/or deceptive conduct was the proximate cause of plaintiffs' injuries.

1501. Defendants, and each of them, committed fraud and fraud on the market in concert with one another pursuant to a common scheme and/or design to defraud plaintiffs and the public in violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law ("UTPCPL").

1502. Defendants, and each of them, engaged in deceptive conduct in concert with one another pursuant to a common scheme and/or design to deceive plaintiffs and the public in violation of the UTPCPL.

1503. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiffs and gave substantial assistance to the others to accomplish the deceptive conduct set forth in this Complaint.

1504. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties under the UTPCPL.

WHEREFORE, plaintiffs Wayne W. and Karen G. Rosenberger demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with treble damages as permitted by statute, interest, costs, attorneys' fees as permitted by statute, and other relief the Court deems appropriate.

**COUNT 190 – CIVIL CONSPIRACY  
TO COMMIT FRAUD AND TO VIOLATE ILSA AND THE UTPCPL**

**Wayne W. and Karen G. Rosenberger v. All Defendants**

1505. Wayne W. and Karen G. Rosenberger incorporate paragraphs 1 – 179 and 1476 – 1504 as if fully set forth in this count.

1506. The defendants, and each of them, acted with the common and unlawful purpose of misleading plaintiffs about the level of sales at the Murano, the availability or unavailability of certain units, the availability or unavailability of parking spaces, and other material matters.

1507. The defendants, and each of them, conveyed these misstatements to plaintiffs and others in the market in pursuit of the common purpose to mislead plaintiffs and the public.

1508. Those defendants who did not make misstatements directly to plaintiffs, including those defendants who did not participate in the conspiracy until after misstatements were made to plaintiffs, conspired with and agreed with the defendants who did in order to advance the purposes of the conspiracy alleged herein.

1509. All defendants joined, agreed, and conspired to defraud plaintiffs and others, and to damage plaintiffs and others in violation of ILSA and UTPCPL.

1510. As a result of the defendants' actions in pursuit of their common purpose to mislead plaintiffs and the public, the plaintiffs suffered damages.

WHEREFORE, plaintiffs Wayne W. and Karen G. Rosenberger demand judgment against each and every defendant for a sum in excess of \$50,000 and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 191 – NEGLIGENCE AND NEGLIGENT MISREPRESENTATION**

**Nancy L. Sapanara v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, Asher Kahn Realty, and Karen Ragan**

1511. Nancy L. Sapanara incorporates paragraphs 1 – 179 as if fully set forth in this count.

1512. Defendants Kahn, Asher Kahn Realty, and Ragan had a duty to deal honestly and truthfully with plaintiff and with other participants in the real estate market.

1513. Defendants Kahn and Asher Kahn Realty, as well as Citi Habitats Marketing Group, LLC and NRT New York, Inc., had a duty to exercise reasonable care in supervising the work of defendant Ragan and others in the Murano Sales Office in order to ensure that their representations were true and not misleading.

1514. Defendant Ragan and others in the Murano Sales Office made material misrepresentations to Ms. Sapanara, as set forth above, including those described in paragraph 73.

1515. Defendant Ragan and others in the Murano Sales Office made these material misrepresentations as the salesperson and employees for Asher Kahn Realty and at the direction of, in the employ of, for the benefit of, and as agents for defendants Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom should have known that Ragan and others were making representations that were false, and/or all of whom failed to make a reasonable investigation into whether Ragan and others were doing so.

1516. The defendants identified in this count, and each of them, intended for their material misrepresentations to induce the plaintiff to act on those misrepresentations.

1517. Plaintiff justifiably relied on these material misrepresentations, along with and in the context of the other material misrepresentations described in the Complaint.

1518. The defendants' material misrepresentations were the proximate cause of plaintiff's injuries.

WHEREFORE, plaintiff Nancy L. Sapanara demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Karen Ragan, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 192 – FRAUD/INTENTIONAL MISREPRESENTATION  
AND THE AIDING AND ABETTING THEREOF**

**Nancy L. Sapanara v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, Asher Kahn Realty, and Karen Ragan**

1519. Nancy L. Sapanara incorporates paragraphs 1 – 179 and 1511 – 1518 as if fully set forth in this count.

1520. Defendant Ragan knew that the misstatements she made were false, material, and misleading, and she intended that Ms. Sapanara would rely on them.

1521. Defendant Ragan made these material misrepresentations as the salesperson for Asher Kahn Realty and at the direction of, in the employ of, as an agent for, and for the benefit of defendants Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom knew of the misrepresentations and their falsity and intended to benefit from them.

1522. Plaintiff justifiably relied on these material misrepresentations, along with and in the context of other misrepresentations defendants made.

1523. The defendants who did not directly make material representations to plaintiff aided, abetted, directed, or controlled the making of them and benefitted from them.

1524. Defendants, and each of them, committed fraud/intentional misrepresentation in concert with one another pursuant to a common scheme and/or design to defraud plaintiff and the public. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiff and gave substantial assistance to the others to accomplish the fraud set forth in this Complaint.

1525. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties to plaintiff.

1526. The defendants' material misrepresentations were the proximate cause of plaintiff's injuries.

WHEREFORE, plaintiff Nancy L. Sapanara demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Karen Ragan, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, including actual and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 193 – VIOLATION OF THE INTERSTATE LAND SALES FULL DISCLOSURE ACT AND THE AIDING AND ABETTING THEREOF**

**Nancy L. Sapanara v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Karen Ragan**

1527. Nancy L. Sapanara incorporates paragraphs 1 – 179 and 1511 – 1526 as if fully set forth in this count.

1528. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Karen Ragan used means or instruments of transportation or communication in interstate commerce, including use of the mails, with respect to the offer to sell and/or sale of lots, and engaged in a scheme or artifice to defraud, obtained money by means of an untrue statement of material fact, and/or engaged in a transaction, practice, or course of business that operated or would operate as a fraud or deceit upon the purchaser and on the market in violation of the Interstate Land Sales Full Disclosure Act (“ILSA”).

1529. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Karen Ragan are liable for damages and other remedies under ILSA as sellers or as the sellers’ agents.

1530. Defendants identified in this count, and each of them, knew that the other’s conduct constituted a breach of duty to plaintiff and gave substantial assistance to the others to accomplish the ILSA violations described in this Complaint.

1531. Each defendant’s conduct, if considered separately, constitutes a breach of his, her, or its duties under ILSA.

WHEREFORE, plaintiff Nancy L. Sapanara demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Karen Ragan, Citi Habitats Marketing Group, LLC, NRT New

York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with other remedies authorized by ILSA, including interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 194 – VIOLATION OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES  
AND CONSUMER PROTECTION LAW  
AND THE AIDING AND ABETTING THEREOF**

**Nancy L. Sapanara v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, Asher Kahn Realty, and Karen Ragan**

1532. Nancy L. Sapanara incorporates paragraphs 1 – 179 and 1511 – 1531 as if fully set forth in this count.

1533. Plaintiff is a purchaser of real estate primarily used for personal, family, or household purposes.

1534. Defendants knowingly or recklessly engaged in deception or fraud that included making, or causing to be made, or assisting in the making of material misrepresentations to plaintiff and the public on which plaintiff justifiably relied in connection with plaintiff's purchase of a unit in the Murano.

1535. This fraud and/or deceptive conduct was the proximate cause of plaintiff's injuries.

1536. Defendants, and each of them, committed fraud and fraud on the market in concert with one another pursuant to a common scheme and/or design to defraud plaintiff and the public in violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law ("UTPCPL").

1537. Defendants, and each of them, engaged in deceptive conduct in concert with one another pursuant to a common scheme and/or design to deceive plaintiff and the public in violation of the UTPCPL.

1538. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiff and gave substantial assistance to the others to accomplish the deceptive conduct set forth in this Complaint.

1539. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties under the UTPCPL.

WHEREFORE, plaintiff Nancy L. Sapanara demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Karen Ragan, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with treble damages as permitted by statute, interest, costs, attorneys' fees as permitted by statute, and other relief the Court deems appropriate.

**COUNT 195 – CIVIL CONSPIRACY  
TO COMMIT FRAUD AND TO VIOLATE ILSA AND THE UTPCPL**

**Nancy L. Sapanara v. All Defendants**

1540. Nancy L. Sapanara incorporates paragraphs 1 – 179 and 1511 – 1539 as if fully set forth in this count.

1541. The defendants, and each of them, acted with the common and unlawful purpose of misleading plaintiff about the level of sales at the Murano, the availability or unavailability of certain units, the availability or unavailability of parking spaces, and other material matters.

1542. The defendants, and each of them, conveyed these misstatements to plaintiff and others in the market in pursuit of the common purpose to mislead plaintiff and the public.

1543. Those defendants who did not make misstatements directly to plaintiff, including those defendants who did not participate in the conspiracy until after misstatements were made to plaintiff, conspired with and agreed with the defendants who did in order to advance the purposes of the conspiracy alleged herein.

1544. All defendants joined, agreed, and conspired to defraud plaintiff and others, and to damage plaintiff and others in violation of ILSA and UTPCPL.

1545. As a result of the defendants' actions in pursuit of their common purpose to mislead plaintiff and the public, the plaintiff suffered damages.

WHEREFORE, plaintiff Nancy L. Sapanara demands judgment against each and every defendant for a sum in excess of \$50,000 and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 196 – NEGLIGENCE AND NEGLIGENT MISREPRESENTATION**

**Yuri and Lucy Schneiberg v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, and Asher Kahn Realty**

1546. Yuri and Lucy Schneiberg incorporate paragraphs 1 – 179 as if fully set forth in this count.

1547. Defendants Kahn and Asher Kahn Realty had a duty to deal honestly and truthfully with plaintiffs and with other participants in the real estate market.

1548. Defendants Asher Kahn Realty, as well as Citi Habitats Marketing Group, LLC and NRT New York, Inc., had a duty to exercise reasonable care in supervising the work of defendant Kahn in order to ensure that Kahn's representations were true and not misleading.

1549. Defendant Kahn made material misrepresentations to Mr. and Ms. Schneiberg, as set forth above, including those described in paragraph 66.

1550. Defendant Kahn made these material misrepresentations as the broker for Asher Kahn Realty and at the direction of, in the employ of, for the benefit of, and as an agent for defendants Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom should have known that Kahn was making representations that were false, and/or all of whom failed to make a reasonable investigation into whether Kahn was doing so.

1551. The defendants identified in this count, and each of them, intended for their material misrepresentations to induce the plaintiffs to act on those misrepresentations.

1552. Plaintiffs justifiably relied on these material misrepresentations, along with and in the context of the other material misrepresentations described in the Complaint.

1553. The defendants' material misrepresentations were the proximate cause of plaintiffs' injuries.

WHEREFORE, plaintiffs Yuri and Lucy Schneiberg demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 197 – FRAUD/INTENTIONAL MISREPRESENTATION  
AND THE AIDING AND ABETTING THEREOF**

**Yuri and Lucy Schneiberg v. The Developer Defendants, The Marketing  
Defendants, Asher R. Kahn, and Asher Kahn Realty**

1554. Yuri and Lucy Schneiberg incorporate paragraphs 1 – 179 and 1546 – 1553 as if fully set forth in this count.

1555. Defendant Kahn knew that the misstatements he made were false, material, and misleading, and he intended that Mr. and Ms. Schneiberg would rely on them.

1556. Defendant Kahn made these material misrepresentations as the broker for Asher Kahn Realty and at the direction of, in the employ of, as an agent for, and for the benefit of defendants Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom knew of the misrepresentations and their falsity and intended to benefit from them.

1557. Plaintiffs justifiably relied on these material misrepresentations, along with and in the context of other misrepresentations defendants made.

1558. The defendants who did not directly make material representations to plaintiffs aided, abetted, directed, or controlled the making of them and benefitted from them.

1559. Defendants, and each of them, committed fraud/intentional misrepresentation in concert with one another pursuant to a common scheme and/or design to defraud plaintiffs and the public. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiffs and gave substantial assistance to the others to accomplish the fraud set forth in this Complaint.

1560. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties to plaintiffs.

1561. The defendants' material misrepresentations were the proximate cause of plaintiffs' injuries.

WHEREFORE, plaintiffs Yuri and Lucy Schneiberg demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, including actual and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 198 – VIOLATION OF THE INTERSTATE LAND SALES FULL DISCLOSURE ACT AND THE AIDING AND ABETTING THEREOF**

**Yuri and Lucy Schneiberg v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, and Asher Kahn Realty**

1562. Yuri and Lucy Schneiberg incorporate paragraphs 1 – 179 and 1546 – 1560 as if fully set forth in this count.

1563. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, and Asher Kahn Realty used means or instruments of transportation or communication in interstate commerce, including use of the mails, with respect to the offer to sell and/or sale of lots, and engaged in a scheme or artifice to defraud, obtained money by means of an untrue statement of material fact, and/or engaged in a transaction, practice, or course of business that operated or would operate as a fraud or deceit upon the purchaser and on the market in violation of the Interstate Land Sales Full Disclosure Act ("ILSA").

1564. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, and Asher Kahn Realty are liable for damages and other remedies under ILSA as sellers or as the sellers' agents.

1565. Defendants identified in this count, and each of them, knew that the other's conduct constituted a breach of duty to plaintiffs and gave substantial assistance to the others to accomplish the ILSA violations described in this Complaint.

1566. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties under ILSA.

WHEREFORE, plaintiffs Yuri and Lucy Schneiberg demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with other remedies authorized by ILSA, including interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 199 – VIOLATION OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES  
AND CONSUMER PROTECTION LAW  
AND THE AIDING AND ABETTING THEREOF**

**Yuri and Lucy Schneiberg v. The Developer Defendants, The Marketing  
Defendants, Asher R. Kahn, and Asher Kahn Realty**

1567. Yuri and Lucy Schneiberg incorporate paragraphs 1 – 179 and 1546 – 1566 as if fully set forth in this count.

1568. Plaintiffs are purchasers of real estate primarily used for personal, family, or household purposes.

1569. Defendants knowingly or recklessly engaged in deception or fraud that included making, or causing to be made, or assisting in the making of material misrepresentations to

plaintiffs and the public on which plaintiffs justifiably relied in connection with plaintiffs' purchase of a unit in the Murano.

1570. This fraud and/or deceptive conduct was the proximate cause of plaintiffs' injuries.

1571. Defendants, and each of them, committed fraud and fraud on the market in concert with one another pursuant to a common scheme and/or design to defraud plaintiffs and the public in violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law ("UTPCPL").

1572. Defendants, and each of them, engaged in deceptive conduct in concert with one another pursuant to a common scheme and/or design to deceive plaintiffs and the public in violation of the UTPCPL.

1573. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiffs and gave substantial assistance to the others to accomplish the deceptive conduct set forth in this Complaint.

1574. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties under the UTPCPL.

WHEREFORE, plaintiffs Yuri and Lucy Schneiberg demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with treble damages as permitted by statute, interest, costs, attorneys' fees as permitted by statute, and other relief the Court deems appropriate.

**COUNT 200 – CIVIL CONSPIRACY  
TO COMMIT FRAUD AND TO VIOLATE ILSA AND THE UTPCPL**

**Yuri and Lucy Schneiberg v. All Defendants**

1575. Yuri and Lucy Schneiberg incorporate paragraphs 1 – 179 and 1546 – 1674 as if fully set forth in this count.

1576. The defendants, and each of them, acted with the common and unlawful purpose of misleading plaintiffs about the level of sales at the Murano, the availability or unavailability of certain units, the availability or unavailability of parking spaces, and other material matters.

1577. The defendants, and each of them, conveyed these misstatements to plaintiffs and others in the market in pursuit of the common purpose to mislead plaintiffs and the public.

1578. Those defendants who did not make misstatements directly to plaintiffs, including those defendants who did not participate in the conspiracy until after misstatements were made to plaintiffs, conspired with and agreed with the defendants who did in order to advance the purposes of the conspiracy alleged herein.

1579. All defendants joined, agreed, and conspired to defraud plaintiffs and others, and to damage plaintiffs and others in violation of ILSA and UTPCPL.

1580. As a result of the defendants' actions in pursuit of their common purpose to mislead plaintiffs and the public, the plaintiffs suffered damages.

WHEREFORE, plaintiffs Yuri and Lucy Schneiberg demand judgment against each and every defendant for a sum in excess of \$50,000 and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 201 – NEGLIGENCE AND NEGLIGENT MISREPRESENTATION**

**Eugene A. and Bonnie L. Schwartz v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Karen Ragan**

1581. Eugene A. and Bonnie L. Schwartz incorporate paragraphs 1 – 179 as if fully set forth in this count.

1582. Defendants Kahn, Asher Kahn Realty, and Ragan had a duty to deal honestly and truthfully with plaintiffs and with other participants in the real estate market.

1583. Defendants Asher Kahn Realty, as well as Citi Habitats Marketing Group, LLC and NRT New York, Inc., had a duty to exercise reasonable care in supervising the work of defendant Ragan in order to ensure that her representations were true and not misleading.

1584. Defendants Kahn and Ragan made material misrepresentations to Mr. and Ms. Schwartz and appraisers for their potential lenders as set forth above, including those described in paragraphs 51, 107, 119, and 132.

1585. Defendants Kahn and Ragan made these material misrepresentations as the broker and salesperson for Asher Kahn Realty and at the direction of, in the employ of, for the benefit of, and as agents for defendants Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom should have known that Kahn and Ragan were making representations that were false, and/or all of whom failed to make a reasonable investigation into whether Ragan and Kahn were doing so.

1586. The defendants identified in this count, and each of them, intended for their material misrepresentations to induce the plaintiffs to act on those misrepresentations.

1587. Plaintiffs justifiably relied on these material misrepresentations, along with and in the context of the other material misrepresentations described in the Complaint.

1588. The defendants' material misrepresentations were the proximate cause of plaintiffs' injuries.

WHEREFORE, plaintiffs Eugene A. and Bonnie L. Schwartz demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Karen Ragan, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 202 – FRAUD/INTENTIONAL MISREPRESENTATION  
AND THE AIDING AND ABETTING THEREOF**

**Eugene A. and Bonnie L. Schwartz v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Karen Ragan**

1589. Eugene A. and Bonnie L. Schwartz incorporate paragraphs 1 – 179 and 1581 – 1588 as if fully set forth in this count.

1590. Defendants Kahn and Ragan knew that the misstatements they made were false, material, and misleading, and they intended that Mr. and Ms. Schwartz and their lender would rely on them.

1591. Defendants Kahn and Ragan made these material misrepresentations as the broker and salesperson for Asher Kahn Realty and at the direction of, in the employ of, as agents for, and for the benefit of defendants Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom knew of the misrepresentations and their falsity and intended to benefit from them.

1592. Plaintiffs justifiably relied on these material misrepresentations, along with and in the context of other misrepresentations defendants made.

1593. The defendants who did not directly make material representations to plaintiffs aided, abetted, directed, or controlled the making of them and benefitted from them.

1594. Defendants, and each of them, committed fraud/intentional misrepresentation in concert with one another pursuant to a common scheme and/or design to defraud plaintiffs and the public. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiffs and gave substantial assistance to the others to accomplish the fraud set forth in this Complaint.

1595. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties to plaintiffs.

1596. The defendants' material misrepresentations were the proximate cause of plaintiffs' injuries.

WHEREFORE, plaintiffs Eugene A. and Bonnie L. Schwartz demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Karen Ragan, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, including actual and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 203 – VIOLATION OF THE INTERSTATE LAND SALES FULL  
DISCLOSURE ACT AND THE AIDING AND ABETTING THEREOF**

**Eugene A. and Bonnie L. Schwartz v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Karen Ragan**

1597. Eugene A. and Bonnie L. Schwartz incorporate paragraphs 1 – 179 and 1581 – 1596 as if fully set forth in this count.

1598. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Karen Ragan used means or instruments of transportation or communication in interstate commerce, including use of the mails, with respect to the offer to sell and/or sale of lots, and engaged in a scheme or artifice to defraud, obtained money by means of an untrue statement of material fact, and/or engaged in a transaction, practice, or course of business that operated or would operate as a fraud or deceit upon the purchaser and on the market in violation of the Interstate Land Sales Full Disclosure Act (“ILSA”).

1599. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Karen Ragan are liable for damages and other remedies under ILSA as sellers or as the sellers’ agents.

1600. Defendants identified in this count, and each of them, knew that the other’s conduct constituted a breach of duty to plaintiffs and gave substantial assistance to the others to accomplish the ILSA violations described in this Complaint.

1601. Each defendant’s conduct, if considered separately, constitutes a breach of his, her, or its duties under ILSA.

WHEREFORE, plaintiffs Eugene A. and Bonnie L. Schwartz demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Karen Ragan, Citi Habitats Marketing Group,

LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with other remedies authorized by ILSA, including interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 204 – VIOLATION OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES  
AND CONSUMER PROTECTION LAW  
AND THE AIDING AND ABETTING THEREOF**

**Eugene A. and Bonnie L. Schwartz v. The Developer Defendants, The Marketing  
Defendants, Asher R. Kahn, Asher Kahn Realty, and Karen Ragan**

1602. Eugene A. and Bonnie L. Schwartz incorporate paragraphs 1 – 179 and 1581 – 1601 as if fully set forth in this count.

1603. Plaintiffs are purchasers of real estate primarily used for personal, family, or household purposes.

1604. Defendants knowingly or recklessly engaged in deception or fraud that included making, or causing to be made, or assisting in the making of material misrepresentations to plaintiffs and the public on which plaintiffs justifiably relied in connection with plaintiffs' purchase of a unit in the Murano.

1605. This fraud and/or deceptive conduct was the proximate cause of plaintiffs' injuries.

1606. Defendants, and each of them, committed fraud and fraud on the market in concert with one another pursuant to a common scheme and/or design to defraud plaintiffs and the public in violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law (“UTPCPL”).

1607. Defendants, and each of them, engaged in deceptive conduct in concert with one another pursuant to a common scheme and/or design to deceive plaintiffs and the public in violation of the UTPCPL.

1608. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiffs and gave substantial assistance to the others to accomplish the deceptive conduct set forth in this Complaint.

1609. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties under the UTPCPL.

WHEREFORE, plaintiffs Eugene A. and Bonnie L. Schwartz demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Karen Ragan, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with treble damages as permitted by statute, interest, costs, attorneys' fees as permitted by statute, and other relief the Court deems appropriate.

**COUNT 205 – CIVIL CONSPIRACY  
TO COMMIT FRAUD AND TO VIOLATE ILSA AND THE UTPCPL**

**Eugene A. and Bonnie L. Schwartz v. All Defendants**

1610. Eugene A. and Bonnie L. Schwartz incorporate paragraphs 1 – 179 and 1581 – 1609 as if fully set forth in this count.

1611. The defendants, and each of them, acted with the common and unlawful purpose of misleading plaintiffs about the level of sales at the Murano, the availability or unavailability of certain units, the availability or unavailability of parking spaces, and other material matters.

1612. The defendants, and each of them, conveyed these misstatements to plaintiffs and others in the market in pursuit of the common purpose to mislead plaintiffs and the public.

1613. Those defendants who did not make misstatements directly to plaintiffs, including those defendants who did not participate in the conspiracy until after misstatements were made to plaintiffs, conspired with and agreed with the defendants who did in order to advance the purposes of the conspiracy alleged herein.

1614. All defendants joined, agreed, and conspired to defraud plaintiffs and others, and to damage plaintiffs and others in violation of ILSA and UTPCPL.

1615. As a result of the defendants' actions in pursuit of their common purpose to mislead plaintiffs and the public, the plaintiffs suffered damages.

WHEREFORE, plaintiffs Eugene A. and Bonnie L. Schwartz demand judgment against each and every defendant for a sum in excess of \$50,000 and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 206 – NEGLIGENCE AND NEGLIGENT MISREPRESENTATION**

**Othman Al Serri v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo**

1616. Othman Al Serri incorporates paragraphs 1- 179 as if fully set forth in this count.

1617. Defendants Kahn, Asher Kahn Realty, and Rizzo had a duty to deal honestly and truthfully with plaintiff and with other participants in the real estate market.

1618. Defendants Kahn and Asher Kahn Realty, as well as Citi Habitats Marketing Group, LLC and NRT New York, Inc., had a duty to exercise reasonable care in supervising the work of defendant Rizzo in order to ensure that his representations were true and not misleading.

1619. Defendant Rizzo made material misrepresentations to Othman Al Serri, as set forth above, including those described in paragraph 95.

1620. Defendant Rizzo made these material misrepresentations as the salesperson for Asher Kahn Realty and at the direction of, in the employ of, for the benefit of, and as an agent for defendants Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom should have known that Rizzo was making representations that were false, and/or all of whom failed to make a reasonable investigation into whether Rizzo was doing so.

1621. The defendants identified in this count, and each of them, intended for their material misrepresentations to induce the plaintiff to act on those misrepresentations.

1622. Plaintiff justifiably relied on these material misrepresentations, along with and in the context of the other material misrepresentations described in the Complaint.

1623. The defendants' material misrepresentations were the proximate cause of plaintiff's injuries.

WHEREFORE, plaintiff Othman Al Serri demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 207 – FRAUD/INTENTIONAL MISREPRESENTATION  
AND THE AIDING AND ABETTING THEREOF**

**Othman Al Serri v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo**

1624. Othman Al Serri incorporates paragraphs 1 – 179 and 1616 – 1623 as if fully set forth in this count.

1625. Defendant Rizzo knew that the misstatements he made were false, material, and misleading, and he intended that Mr. Al Serri would rely on them.

1626. Defendant Rizzo made these material misrepresentations as the salesperson for Asher Kahn Realty and at the direction of, in the employ of, as an agent for, and for the benefit of defendants Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom knew of the misrepresentations and their falsity and intended to benefit from them.

1627. Plaintiff justifiably relied on these material misrepresentations, along with and in the context of other misrepresentations defendants made.

1628. The defendants who did not directly make material representations to plaintiff aided, abetted, directed, or controlled the making of them and benefitted from them.

1629. Defendants, and each of them, committed fraud/intentional misrepresentation in concert with one another pursuant to a common scheme and/or design to defraud plaintiff and the public. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiff and gave substantial assistance to the others to accomplish the fraud set forth in this Complaint.

1630. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties to plaintiff.

1631. The defendants' material misrepresentations were the proximate cause of plaintiff's injuries.

WHEREFORE, plaintiff Othman Al Serri demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, including actual and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 208 – VIOLATION OF THE INTERSTATE LAND SALES FULL DISCLOSURE ACT AND THE AIDING AND ABETTING THEREOF**

**Othman Al Serri v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo**

1632. Othman Al Serri incorporates paragraphs 1 – 179 and 1616 – 1631 as if fully set forth in this count.

1633. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo used means or instruments of transportation or communication in interstate commerce, including use of the mails, with respect to the offer to sell and/or sale of lots, and engaged in a scheme or artifice to defraud, obtained money by means of an untrue statement of material fact, and/or engaged in a transaction, practice, or course of business that operated or would operate as a fraud or deceit upon the purchaser and on the market in violation of the Interstate Land Sales Full Disclosure Act (“ILSA”).

1634. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo are liable for damages and other remedies under ILSA as sellers or as the sellers' agents.

1635. Defendants identified in this count, and each of them, knew that the other's conduct constituted a breach of duty to plaintiff and gave substantial assistance to the others to accomplish the ILSA violations described in this Complaint.

1636. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties under ILSA.

WHEREFORE, plaintiff Othman Al Serri demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with other remedies authorized by ILSA, including interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 209 – VIOLATION OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES  
AND CONSUMER PROTECTION LAW  
AND THE AIDING AND ABETTING THEREOF**

**Othman Al Serri v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo**

1637. Othman Al Serri incorporates paragraphs 1 – 179 and 1616 – 1636 as if fully set forth in this count.

1638. Plaintiff is a purchaser of real estate primarily used for personal, family, or household purposes.

1639. Defendants knowingly or recklessly engaged in deception or fraud that included making, or causing to be made, or assisting in the making of material misrepresentations to

plaintiff and the public on which plaintiff justifiably relied in connection with plaintiff's purchase of a unit in the Murano.

1640. This fraud and/or deceptive conduct was the proximate cause of plaintiff's injuries.

1641. Defendants, and each of them, committed fraud and fraud on the market in concert with one another pursuant to a common scheme and/or design to defraud plaintiff and the public in violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law ("UTPCPL").

1642. Defendants, and each of them, engaged in deceptive conduct in concert with one another pursuant to a common scheme and/or design to deceive plaintiff and the public in violation of the UTPCPL.

1643. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiff and gave substantial assistance to the others to accomplish the deceptive conduct set forth in this Complaint.

1644. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties under the UTPCPL.

WHEREFORE, plaintiff Othman Al Serri demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with treble damages as permitted by statute, interest, costs, attorneys' fees as permitted by statute, and other relief the Court deems appropriate.

**COUNT 210 – CIVIL CONSPIRACY  
TO COMMIT FRAUD AND TO VIOLATE ILSA AND THE UTPCPL**

**Othman Al Serri v. All Defendants**

1645. Othman Al Serri incorporates paragraphs 1 – 179 and 1616 – 1644 as if fully set forth in this count.

1646. The defendants, and each of them, acted with the common and unlawful purpose of misleading plaintiff about the level of sales at the Murano, the availability or unavailability of certain units, the availability or unavailability of parking spaces, and other material matters.

1647. The defendants, and each of them, conveyed these misstatements to plaintiff and others in the market in pursuit of the common purpose to mislead plaintiff and the public.

1648. Those defendants who did not make misstatements directly to plaintiff, including those defendants who did not participate in the conspiracy until after misstatements were made to plaintiff, conspired with and agreed with the defendants who did in order to advance the purposes of the conspiracy alleged herein.

1649. All defendants joined, agreed, and conspired to defraud plaintiff and others, and to damage plaintiff and others in violation of ILSA and UTPCPL.

1650. As a result of the defendants' actions in pursuit of their common purpose to mislead plaintiff and the public, the plaintiff suffered damages.

WHEREFORE, plaintiff Othman Al Serri demands judgment against each and every defendant for a sum in excess of \$50,000 and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 211 – NEGLIGENCE AND NEGLIGENT MISREPRESENTATION**

**Mohammed A. Shahid and Waheeda F. Ali v. The Developer Defendants,  
The Marketing Defendants, Asher R. Kahn, and Asher Kahn Realty**

1651. Mohammed A. Shahid and Waheeda F. Ali incorporate paragraphs 1 – 179 as if fully set forth in this count.

1652. Defendants Kahn and Asher Kahn Realty had a duty to deal honestly and truthfully with plaintiffs and with other participants in the real estate market.

1653. Defendants Asher Kahn Realty, as well as Citi Habitats Marketing Group, LLC and NRT New York, Inc., had a duty to exercise reasonable care in supervising the work of defendant Kahn and others in the Murano Sales Office in order to ensure that their representations were true and not misleading.

1654. Defendant Kahn and others in the Murano Sales Office made material misrepresentations to Mr. Shahid and Dr. Ali, as set forth above, including those described in paragraph 65.

1655. Defendant Kahn and others in the Murano Sales Office made these material misrepresentations as the broker and employees for Asher Kahn Realty and at the direction of, in the employ of, for the benefit of, and as agents for defendants Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom should have known that Kahn and others were making representations that were false, and/or all of whom failed to make a reasonable investigation into whether Kahn and others were doing so.

1656. The defendants identified in this count, and each of them, intended for their material misrepresentations to induce the plaintiffs to act on those misrepresentations.

1657. Plaintiffs justifiably relied on these material misrepresentations, along with and in the context of the other material misrepresentations described in the Complaint.

1658. The defendants' material misrepresentations were the proximate cause of plaintiffs' injuries.

WHEREFORE, plaintiffs Mohammed A. Shahid and Waheeda F. Ali demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 212 – FRAUD/INTENTIONAL MISREPRESENTATION  
AND THE AIDING AND ABETTING THEREOF**

**Mohammed A. Shahid and Waheeda F. Ali v. The Developer Defendants,  
The Marketing Defendants, Asher R. Kahn, and Asher Kahn Realty**

1659. Mohammed A. Shahid and Waheeda F. Ali incorporate paragraphs 1 – 179 and 1651 – 1658 as if fully set forth in this count.

1660. Defendant Kahn knew that the misstatements he made were false, material, and misleading, and he intended that Mr. Shahid and Dr. Ali would rely on them.

1661. Defendant Kahn and others in the Murano Sales Office made these material misrepresentations as the broker and employees for Asher Kahn Realty and at the direction of, in the employ of, as agents for, and for the benefit of defendants Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and

Peter L. Shaw, all of whom knew of the misrepresentations and their falsity and intended to benefit from them.

1662. Plaintiffs justifiably relied on these material misrepresentations, along with and in the context of other misrepresentations defendants made.

1663. The defendants who did not directly make material representations to plaintiffs aided, abetted, directed, or controlled the making of them and benefitted from them.

1664. Defendants, and each of them, committed fraud/intentional misrepresentation in concert with one another pursuant to a common scheme and/or design to defraud plaintiffs and the public. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiffs and gave substantial assistance to the others to accomplish the fraud set forth in this Complaint.

1665. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties to plaintiffs.

1666. The defendants' material misrepresentations were the proximate cause of plaintiffs' injuries.

WHEREFORE, plaintiffs Mohammed A. Shahid and Waheeda F. Ali demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, including actual and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 213 – VIOLATION OF THE INTERSTATE LAND SALES FULL  
DISCLOSURE ACT AND THE AIDING AND ABETTING THEREOF**

**Mohammed A. Shahid and Waheeda F. Ali v. The Developer Defendants,  
The Marketing Defendants, Asher R. Kahn, and Asher Kahn Realty**

1667. Mohammed A. Shahid and Waheeda F. Ali incorporate paragraphs 1 – 179 and 1651 – 1666 as if fully set forth in this count.

1668. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, and Asher Kahn Realty used means or instruments of transportation or communication in interstate commerce, including use of the mails, with respect to the offer to sell and/or sale of lots, and engaged in a scheme or artifice to defraud, obtained money by means of an untrue statement of material fact, and/or engaged in a transaction, practice, or course of business that operated or would operate as a fraud or deceit upon the purchaser and on the market in violation of the Interstate Land Sales Full Disclosure Act (“ILSA”).

1669. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, and Asher Kahn Realty are liable for damages and other remedies under ILSA as sellers or as the sellers’ agents.

1670. Defendants identified in this count, and each of them, knew that the other’s conduct constituted a breach of duty to plaintiffs and gave substantial assistance to the others to accomplish the ILSA violations described in this Complaint.

1671. Each defendant’s conduct, if considered separately, constitutes a breach of his, her, or its duties under ILSA.

WHEREFORE, plaintiffs Mohammed A. Shahid and Waheeda F. Ali demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101

Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with other remedies authorized by ILSA, including interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 214 – VIOLATION OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES  
AND CONSUMER PROTECTION LAW  
AND THE AIDING AND ABETTING THEREOF**

**Mohammed A. Shahid and Waheeda F. Ali v. The Developer Defendants,  
The Marketing Defendants, Asher R. Kahn, and Asher Kahn Realty**

1672. Mohammed A. Shahid and Waheeda F. Ali incorporate paragraphs 1 – 179 and 1651 – 1671 as if fully set forth in this count.

1673. Plaintiffs are purchasers of real estate primarily used for personal, family, or household purposes.

1674. Defendants knowingly or recklessly engaged in deception or fraud that included making, or causing to be made, or assisting in the making of material misrepresentations to plaintiffs and the public on which plaintiffs justifiably relied in connection with plaintiffs' purchase of a unit in the Murano.

1675. This fraud and/or deceptive conduct was the proximate cause of plaintiffs' injuries.

1676. Defendants, and each of them, committed fraud and fraud on the market in concert with one another pursuant to a common scheme and/or design to defraud plaintiffs and the public in violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law ("UTPCPL").

1677. Defendants, and each of them, engaged in deceptive conduct in concert with one another pursuant to a common scheme and/or design to deceive plaintiffs and the public in violation of the UTPCPL.

1678. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiffs and gave substantial assistance to the others to accomplish the deceptive conduct set forth in this Complaint.

1679. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties under the UTPCPL.

WHEREFORE, plaintiffs Mohammed A. Shahid and Waheeda F. Ali demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with treble damages as permitted by statute, interest, costs, attorneys' fees as permitted by statute, and other relief the Court deems appropriate.

**COUNT 215 – CIVIL CONSPIRACY  
TO COMMIT FRAUD AND TO VIOLATE ILSA AND THE UTPCPL**

**Mohammed A. Shahid and Waheeda F. Ali v. All Defendants**

1680. Mohammed A. Shahid and Waheeda F. Ali incorporate paragraphs 1 – 179 and 1651 – 1679 as if fully set forth in this count.

1681. The defendants, and each of them, acted with the common and unlawful purpose of misleading plaintiffs about the level of sales at the Murano, the availability or unavailability of certain units, the availability or unavailability of parking spaces, and other material matters.

1682. The defendants, and each of them, conveyed these misstatements to plaintiffs and others in the market in pursuit of the common purpose to mislead plaintiffs and the public.

1683. Those defendants who did not make misstatements directly to plaintiffs, including those defendants who did not participate in the conspiracy until after misstatements were made to

plaintiffs, conspired with and agreed with the defendants who did in order to advance the purposes of the conspiracy alleged herein.

1684. All defendants joined, agreed, and conspired to defraud plaintiffs and others, and to damage plaintiffs and others in violation of ILSA and UTPCPL.

1685. As a result of the defendants' actions in pursuit of their common purpose to mislead plaintiffs and the public, the plaintiffs suffered damages.

WHEREFORE, plaintiffs Mohammed A. Shahid and Waheeda F. Ali demand judgment against each and every defendant for a sum in excess of \$50,000 and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 216 – NEGLIGENCE AND NEGLIGENT MISREPRESENTATION**

**Joseph-Bernard Snyder and Lawrence M. Goral v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo**

1686. Joseph-Bernard Snyder and Lawrence M. Goral incorporate paragraphs 1- 179 as if fully set forth in this count.

1687. Defendants Kahn, Asher Kahn Realty, and Rizzo had a duty to deal honestly and truthfully with plaintiffs and with other participants in the real estate market.

1688. Defendants Asher Kahn Realty, as well as Citi Habitats Marketing Group, LLC and NRT New York, Inc., had a duty to exercise reasonable care in supervising the work of defendants Kahn and Rizzo in order to ensure that their representations were true and not misleading.

1689. Defendants Kahn and Rizzo made material misrepresentations to Mr. Snyder and Mr. Goral, as set forth above, including those described in paragraph 49.

1690. Defendants Kahn and Rizzo made these material misrepresentations as the broker and salesperson for Asher Kahn Realty and at the direction of, in the employ of, for the benefit

of, and as agents for defendants Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom should have known that Kahn and Rizzo were making representations that were false, and/or all of whom failed to make a reasonable investigation into whether Kahn and Rizzo were doing so.

1691. The defendants identified in this count, and each of them, intended for their material misrepresentations to induce the plaintiffs to act on those misrepresentations.

1692. Plaintiffs justifiably relied on these material misrepresentations, along with and in the context of the other material misrepresentations described in the Complaint.

1693. The defendants' material misrepresentations were the proximate cause of plaintiffs' injuries.

WHEREFORE, plaintiffs Joseph-Bernard Snyder and Lawrence M. Goral demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 217 – FRAUD/INTENTIONAL MISREPRESENTATION  
AND THE AIDING AND ABETTING THEREOF**

**Joseph-Bernard Snyder and Lawrence M. Goral v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo**

1694. Joseph-Bernard Snyder and Lawrence M. Goral incorporate paragraphs 1 – 179 and 1686 – 1693 as if fully set forth in this count.

1695. Defendants Kahn and Rizzo knew that the misstatements they made were false, material, and misleading, and they intended that Mr. Snyder and Mr. Goral would rely on them.

1696. Defendants Kahn and Rizzo made these material misrepresentations as the broker and salesperson for Asher Kahn Realty and at the direction of, in the employ of, as agents for, and for the benefit of defendants Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom knew of the misrepresentations and their falsity and intended to benefit from them.

1697. Plaintiffs justifiably relied on these material misrepresentations, along with and in the context of other misrepresentations defendants made.

1698. The defendants who did not directly make material representations to plaintiffs aided, abetted, directed, or controlled the making of them and benefitted from them.

1699. Defendants, and each of them, committed fraud/intentional misrepresentation in concert with one another pursuant to a common scheme and/or design to defraud plaintiffs and the public. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiffs and gave substantial assistance to the others to accomplish the fraud set forth in this Complaint.

1700. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties to plaintiffs.

1701. The defendants' material misrepresentations were the proximate cause of plaintiffs' injuries.

WHEREFORE, plaintiffs Joseph-Bernard Snyder and Lawrence M. Goral demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, Citi Habitats

Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, including actual and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 218 – VIOLATION OF THE INTERSTATE LAND SALES FULL DISCLOSURE ACT AND THE AIDING AND ABETTING THEREOF**

**Joseph-Bernard Snyder and Lawrence M. Goral v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo**

1702. Joseph-Bernard Snyder and Lawrence M. Goral incorporate paragraphs 1 – 179 and 1686 – 1701 as if fully set forth in this count.

1703. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo used means or instruments of transportation or communication in interstate commerce, including use of the mails, with respect to the offer to sell and/or sale of lots, and engaged in a scheme or artifice to defraud, obtained money by means of an untrue statement of material fact, and/or engaged in a transaction, practice, or course of business that operated or would operate as a fraud or deceit upon the purchaser and on the market in violation of the Interstate Land Sales Full Disclosure Act (“ILSA”).

1704. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo are liable for damages and other remedies under ILSA as sellers or as the sellers' agents.

1705. Defendants identified in this count, and each of them, knew that the other's conduct constituted a breach of duty to plaintiffs and gave substantial assistance to the others to accomplish the ILSA violations described in this Complaint.

1706. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties under ILSA.

WHEREFORE, plaintiffs Joseph-Bernard Snyder and Lawrence M. Goral demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with other remedies authorized by ILSA, including interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 219 – VIOLATION OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES  
AND CONSUMER PROTECTION LAW  
AND THE AIDING AND ABETTING THEREOF**

**Joseph-Bernard Snyder and Lawrence M. Goral v. The Developer Defendants, The  
Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo**

1707. Joseph-Bernard Snyder and Lawrence M. Goral incorporates paragraphs 1 – 179 and 1686 – 1706 as if fully set forth in this count.

1708. Plaintiffs are purchasers of real estate primarily used for personal, family, or household purposes.

1709. Defendants knowingly or recklessly engaged in deception or fraud that included making, or causing to be made, or assisting in the making of material misrepresentations to plaintiffs and the public on which plaintiffs justifiably relied in connection with plaintiffs' purchase of a unit in the Murano.

1710. This fraud and/or deceptive conduct was the proximate cause of plaintiffs' injuries.

1711. Defendants, and each of them, committed fraud and fraud on the market in concert with one another pursuant to a common scheme and/or design to defraud plaintiffs and the public in violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law ("UTPCPL").

1712. Defendants, and each of them, engaged in deceptive conduct in concert with one another pursuant to a common scheme and/or design to deceive plaintiffs and the public in violation of the UTPCPL.

1713. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiffs and gave substantial assistance to the others to accomplish the deceptive conduct set forth in this Complaint.

1714. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties under the UTPCPL.

WHEREFORE, plaintiffs Joseph-Bernard Snyder and Lawrence M. Goral demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with treble damages as permitted by statute, interest, costs, attorneys' fees as permitted by statute, and other relief the Court deems appropriate.

**COUNT 220 – CIVIL CONSPIRACY  
TO COMMIT FRAUD AND TO VIOLATE ILSA AND THE UTPCPL**

**Joseph-Bernard Snyder and Lawrence M. Goral v. All Defendants**

1715. Joseph-Bernard Snyder and Lawrence M. Goral incorporate paragraphs 1 – 179 and 1686 – 1714 as if fully set forth in this count.

1716. The defendants, and each of them, acted with the common and unlawful purpose of misleading plaintiffs about the level of sales at the Murano, the availability or unavailability of certain units, the availability or unavailability of parking spaces, and other material matters.

1717. The defendants, and each of them, conveyed these misstatements to plaintiffs and others in the market in pursuit of the common purpose to mislead plaintiffs and the public.

1718. Those defendants who did not make misstatements directly to plaintiffs, including those defendants who did not participate in the conspiracy until after misstatements were made to plaintiffs, conspired with and agreed with the defendants who did in order to advance the purposes of the conspiracy alleged herein.

1719. All defendants joined, agreed, and conspired to defraud plaintiffs and others, and to damage plaintiffs and others in violation of ILSA and UTPCPL.

1720. As a result of the defendants' actions in pursuit of their common purpose to mislead plaintiffs and the public, the plaintiffs suffered damages.

WHEREFORE, plaintiffs Joseph-Bernard Snyder and Lawrence M. Goral demand judgment against each and every defendant for a sum in excess of \$50,000 and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 221 – NEGLIGENCE AND NEGLIGENT MISREPRESENTATION**

**Michael B. Stierstorfer v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, and Asher Kahn Realty**

1721. Michael B. Stierstorfer incorporates paragraphs 1 – 179 as if fully set forth in this count.

1722. Defendants Kahn and Asher Kahn Realty had a duty to deal honestly and truthfully with plaintiff and with other participants in the real estate market.

1723. Defendants Kahn and Asher Kahn Realty, as well as Citi Habitats Marketing Group, LLC and NRT New York, Inc., had a duty to exercise reasonable care in supervising the work of those in Murano Sales Office in order to ensure that their representations were true and not misleading.

1724. One or more people in the Murano Sales Office made material misrepresentations to Dr. Stierstorfer, as set forth above, including those described in paragraphs 48 and 117.

1725. One or more people in the Murano Sales Office made these material misrepresentations as salespersons for Asher Kahn Realty and at the direction of, in the employ of, for the benefit of, and as agents for defendants Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom should have known that people in the Murano Sales Office were making representations that were false, and/or all of whom failed to make a reasonable investigation into whether they were doing so.

1726. The defendants identified in this count, and each of them, intended for their material misrepresentations to induce the plaintiff to act on those misrepresentations.

1727. Plaintiff justifiably relied on these material misrepresentations, along with and in the context of the other material misrepresentations described in the Complaint.

1728. The defendants' material misrepresentations were the proximate cause of plaintiff's injuries.

WHEREFORE, plaintiff Michael B. Stierstorfer demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 222 – FRAUD/INTENTIONAL MISREPRESENTATION  
AND THE AIDING AND ABETTING THEREOF**

**Michael B. Stierstorfer v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, and Asher Kahn Realty**

1729. Michael B. Stierstorfer incorporates paragraphs 1 – 179 and 1721 – 1728 as if fully set forth in this count.

1730. One or more people in the Murano Sales Office made misstatements that they knew were false, material, and misleading, and they intended Dr. Stierstorfer would rely on them.

1731. One or more people in the Murano Sales Office made these material misrepresentations as salespersons for Asher Kahn Realty and at the direction of, in the employ of, as agents for, and for the benefit of defendants Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L.

Shaw, all of whom knew of the misrepresentations and their falsity and intended to benefit from them.

1732. Plaintiff justifiably relied on these material misrepresentations, along with and in the context of other misrepresentations defendants made.

1733. The defendants who did not directly make material representations to plaintiff aided, abetted, directed, or controlled the making of them and benefitted from them.

1734. Defendants, and each of them, committed fraud/intentional misrepresentation in concert with one another pursuant to a common scheme and/or design to defraud plaintiff and the public. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiff and gave substantial assistance to the others to accomplish the fraud set forth in this Complaint.

1735. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties to plaintiff.

1736. The defendants' material misrepresentations were the proximate cause of plaintiff's injuries.

WHEREFORE, plaintiff Michael B. Stierstorfer demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, including actual and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 223 – VIOLATION OF THE INTERSTATE LAND SALES FULL  
DISCLOSURE ACT AND THE AIDING AND ABETTING THEREOF**

**Michael B. Stierstorfer v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, and Asher Kahn Realty**

1737. Michael B. Stierstorfer incorporates paragraphs 1 – 179 and 1721 – 1736 as if fully set forth in this count.

1738. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, and Asher Kahn Realty used means or instruments of transportation or communication in interstate commerce, including use of the mails, with respect to the offer to sell and/or sale of lots, and engaged in a scheme or artifice to defraud, obtained money by means of an untrue statement of material fact, and/or engaged in a transaction, practice, or course of business that operated or would operate as a fraud or deceit upon the purchaser and on the market in violation of the Interstate Land Sales Full Disclosure Act (“ILSA”).

1739. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, and Asher Kahn Realty are liable for damages and other remedies under ILSA as sellers or as the sellers’ agents

1740. Defendants identified in this count, and each of them, knew that the other’s conduct constituted a breach of duty to plaintiff and gave substantial assistance to the others to accomplish the ILSA violations described in this Complaint.

1741. Each defendant’s conduct, if considered separately, constitutes a breach of his, her, or its duties under ILSA.

WHEREFORE, plaintiff Michael B. Stierstorfer demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas

Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with other remedies authorized by ILSA, including interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 224 – VIOLATION OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES  
AND CONSUMER PROTECTION LAW  
AND THE AIDING AND ABETTING THEREOF**

**Michael B. Stierstorfer v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, and Asher Kahn Realty**

1742. Michael B. Stierstorfer incorporates paragraphs 1 – 179 and 1721 – 1741 as if fully set forth in this count.

1743. Plaintiff is a purchaser of real estate primarily used for personal, family, or household purposes.

1744. Defendants knowingly or recklessly engaged in deception or fraud that included making, or causing to be made, or assisting in the making of material misrepresentations to plaintiff and the public on which plaintiff justifiably relied in connection with plaintiff's purchase of a unit in the Murano.

1745. This fraud and/or deceptive conduct was the proximate cause of plaintiff's injuries.

1746. Defendants, and each of them, committed fraud and fraud on the market in concert with one another pursuant to a common scheme and/or design to defraud plaintiff and the public in violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law ("UTPCPL").

1747. Defendants, and each of them, engaged in deceptive conduct in concert with one another pursuant to a common scheme and/or design to deceive plaintiff and the public in violation of the UTPCPL.

1748. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiff and gave substantial assistance to the others to accomplish the deceptive conduct set forth in this Complaint.

1749. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties under the UTPCPL.

WHEREFORE, plaintiff Michael B. Stierstorfer demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with treble damages as permitted by statute, interest, costs, attorneys' fees as permitted by statute, and other relief the Court deems appropriate.

**COUNT 225 – CIVIL CONSPIRACY  
TO COMMIT FRAUD AND TO VIOLATE ILSA AND THE UTPCPL**

**Michael B. Stierstorfer v. All Defendants**

1750. Michael B. Stierstorfer incorporates paragraphs 1 – 179 and 1721 – 1749 as if fully set forth in this count.

1751. The defendants, and each of them, acted with the common and unlawful purpose of misleading plaintiff about the level of sales at the Murano, the availability or unavailability of certain units, the availability or unavailability of parking spaces, and other material matters.

1752. The defendants, and each of them, conveyed these misstatements to plaintiff and others in the market in pursuit of the common purpose to mislead plaintiff and the public.

1753. Those defendants who did not make misstatements directly to plaintiff, including those defendants who did not participate in the conspiracy until after misstatements were made to

plaintiff, conspired with and agreed with the defendants who did in order to advance the purposes of the conspiracy alleged herein.

1754. All defendants joined, agreed, and conspired to defraud plaintiff and others, and to damage plaintiff and others in violation of ILSA and UTPCPL.

1755. As a result of the defendants' actions in pursuit of their common purpose to mislead plaintiff and the public, the plaintiff suffered damages.

WHEREFORE, plaintiff Michael B. Stierstorfer demands judgment against each and every defendant for a sum in excess of \$50,000 and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 226 – NEGLIGENCE AND NEGLIGENT MISREPRESENTATION**

**Michelle L. Suplick v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo**

1756. Michelle L. Suplick incorporates paragraphs 1 – 179 as if fully set forth in this count.

1757. Defendants Kahn, Asher Kahn Realty, and Rizzo had a duty to deal honestly and truthfully with plaintiff and with other participants in the real estate market.

1758. Defendants Asher Kahn Realty, as well as Citi Habitats Marketing Group, LLC and NRT New York, Inc., had a duty to exercise reasonable care in supervising the work of defendants Kahn and Rizzo in order to ensure that their representations were true and not misleading.

1759. Defendants Kahn and Rizzo made material misrepresentations to Ms. Suplick, as set forth above, including those described in paragraph 94.

1760. Defendants Kahn and Rizzo made these material misrepresentations as the broker and salesperson for Asher Kahn Realty and at the direction of, in the employ of, for the benefit

of, and as agents for defendants Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom should have known that Kahn and Rizzo were making representations that were false, and/or all of whom failed to make a reasonable investigation into whether Kahn and Rizzo were doing so.

1761. The defendants identified in this count, and each of them, intended for their material misrepresentations to induce the plaintiff to act on those misrepresentations.

1762. Plaintiff justifiably relied on these material misrepresentations, along with and in the context of the other material misrepresentations described in the Complaint.

1763. The defendants' material misrepresentations were the proximate cause of plaintiff's injuries.

WHEREFORE, plaintiff Michelle L. Suplick demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 227 – FRAUD/INTENTIONAL MISREPRESENTATION  
AND THE AIDING AND ABETTING THEREOF**

**Michelle L. Suplick v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo**

1764. Michelle L. Suplick incorporates paragraphs 1 – 179 and 1756 – 1763 as if fully set forth in this count.

1765. Defendants Kahn and Rizzo knew that the misstatements they made were false, material, and misleading, and they intended that Ms. Suplick would rely on them.

1766. Defendants Kahn and Rizzo made these material misrepresentations as the broker and salesperson for Asher Kahn Realty and at the direction of, in the employ of, as agents for, and for the benefit of defendants Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom knew of the misrepresentations and their falsity and intended to benefit from them.

1767. Plaintiff justifiably relied on these material misrepresentations, along with and in the context of other misrepresentations defendants made.

1768. The defendants who did not directly make material representations to plaintiff aided, abetted, directed, or controlled the making of them and benefitted from them.

1769. Defendants, and each of them, committed fraud/intentional misrepresentation in concert with one another pursuant to a common scheme and/or design to defraud plaintiff and the public. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiff and gave substantial assistance to the others to accomplish the fraud set forth in this Complaint.

1770. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties to plaintiff.

1771. The defendants' material misrepresentations were the proximate cause of plaintiff's injuries.

WHEREFORE, plaintiff Michelle L. Suplick demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, Citi Habitats Marketing Group, LLC,

NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, including actual and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 228 – VIOLATION OF THE INTERSTATE LAND SALES FULL DISCLOSURE ACT AND THE AIDING AND ABETTING THEREOF**

**Michelle L. Suplick v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo**

1772. Michelle L. Suplick incorporates paragraphs 1 – 179 and 1756 – 1771 as if fully set forth in this count.

1773. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo used means or instruments of transportation or communication in interstate commerce, including use of the mails, with respect to the offer to sell and/or sale of lots, and engaged in a scheme or artifice to defraud, obtained money by means of an untrue statement of material fact, and/or engaged in a transaction, practice, or course of business that operated or would operate as a fraud or deceit upon the purchaser and on the market in violation of the Interstate Land Sales Full Disclosure Act (“ILSA”).

1774. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo are liable for damages and other remedies under ILSA as sellers or as the sellers' agents.

1775. Defendants identified in this count, and each of them, knew that the other's conduct constituted a breach of duty to plaintiff and gave substantial assistance to the others to accomplish the ILSA violations described in this Complaint.

1776. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties under ILSA.

WHEREFORE, plaintiff Michelle L. Suplick demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with other remedies authorized by ILSA, including interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 229 – VIOLATION OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES  
AND CONSUMER PROTECTION LAW  
AND THE AIDING AND ABETTING THEREOF**

**Michelle L. Suplick v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo**

1777. Michelle L. Suplick incorporates paragraphs 1 – 179 and 1756 – 1776 as if fully set forth in this count.

1778. Plaintiff is a purchaser of real estate primarily used for personal, family, or household purposes.

1779. Defendants knowingly or recklessly engaged in deception or fraud that included making, or causing to be made, or assisting in the making of material misrepresentations to plaintiff and the public on which plaintiff justifiably relied in connection with plaintiff's purchase of a unit in the Murano.

1780. This fraud and/or deceptive conduct was the proximate cause of plaintiff's injuries.

1781. Defendants, and each of them, committed fraud and fraud on the market in concert with one another pursuant to a common scheme and/or design to defraud plaintiff and the

public in violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law (“UTPCPL”).

1782. Defendants, and each of them, engaged in deceptive conduct in concert with one another pursuant to a common scheme and/or design to deceive plaintiff and the public in violation of the UTPCPL.

1783. Defendants, and each of them, knew that the other’s conduct constituted a breach of duty to plaintiff and gave substantial assistance to the others to accomplish the deceptive conduct set forth in this Complaint.

1784. Each defendant’s conduct, if considered separately, constitutes a breach of his, her, or its duties under the UTPCPL.

WHEREFORE, plaintiff Michelle L. Suplick demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with treble damages as permitted by statute, interest, costs, attorneys’ fees as permitted by statute, and other relief the Court deems appropriate.

**COUNT 230 – CIVIL CONSPIRACY  
TO COMMIT FRAUD AND TO VIOLATE ILSA AND THE UTPCPL**

**Michelle L. Suplick v. All Defendants**

1785. Michelle L. Suplick incorporates paragraphs 1 – 179 and 1756 – 1784 as if fully set forth in this count.

1786. The defendants, and each of them, acted with the common and unlawful purpose of misleading plaintiff about the level of sales at the Murano, the availability or unavailability of certain units, the availability or unavailability of parking spaces, and other material matters.

1787. The defendants, and each of them, conveyed these misstatements to plaintiff and others in the market in pursuit of the common purpose to mislead plaintiff and the public.

1788. Those defendants who did not make misstatements directly to plaintiff, including those defendants who did not participate in the conspiracy until after misstatements were made to plaintiff, conspired with and agreed with the defendants who did in order to advance the purposes of the conspiracy alleged herein.

1789. All defendants joined, agreed, and conspired to defraud plaintiff and others, and to damage plaintiff and others in violation of ILSA and UTPCPL.

1790. As a result of the defendants' actions in pursuit of their common purpose to mislead plaintiff and the public, the plaintiff suffered damages.

WHEREFORE, plaintiff Michelle L. Suplick demands judgment against each and every defendant for a sum in excess of \$50,000 and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 231 – NEGLIGENCE AND NEGLIGENT MISREPRESENTATION**

**George Thomas v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, and Asher Kahn Realty**

1791. George Thomas incorporates paragraphs 1 – 179 as if fully set forth in this count.

1792. Defendants Kahn and Asher Kahn Realty had a duty to deal honestly and truthfully with plaintiff and with other participants in the real estate market.

1793. Defendants Asher Kahn Realty, as well as Citi Habitats Marketing Group, LLC and NRT New York, Inc., had a duty to exercise reasonable care in supervising the work of defendant Kahn and others in the Murano Sales Office in order to ensure that their representations were true and not misleading.

1794. Defendant Kahn and others in the Murano Sales Office made material misrepresentations to Mr. Thomas and his potential lender, as set forth above, including those described in paragraphs 86 and 103.

1795. Defendant Kahn and others in the Murano Sales Office made these material misrepresentations as the broker and salespersons for Asher Kahn Realty and at the direction of, in the employ of, for the benefit of, and as agents for defendants Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom should have known that Kahn and others were making representations that were false, and/or all of whom failed to make a reasonable investigation into whether Kahn and others were doing so.

1796. The defendants identified in this count, and each of them, intended for their material misrepresentations to induce the plaintiff to act on those misrepresentations.

1797. Plaintiff justifiably relied on these material misrepresentations, along with and in the context of the other material misrepresentations described in the Complaint.

1798. The defendants' material misrepresentations were the proximate cause of plaintiff's injuries.

WHEREFORE, plaintiff George Thomas demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 232 – FRAUD/INTENTIONAL MISREPRESENTATION  
AND THE AIDING AND ABETTING THEREOF**

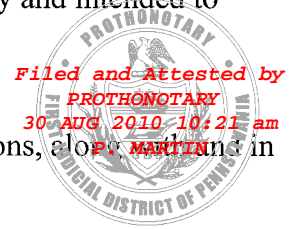
**George Thomas v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, and Asher Kahn Realty**

1799. George Thomas incorporates paragraphs 1 – 179 and 1791 – 1798 as if fully set forth in this count.

1800. Defendant Kahn and others in the Murano Sales Office knew that the misstatements they made were false, material, and misleading, and they intended that Mr. Thomas and his potential lender would rely on them.

1801. Defendant Kahn and others in the Murano Sales Office made these material misrepresentations as the broker and salespersons for Asher Kahn Realty and at the direction of, in the employ of, as agents for, and for the benefit of defendants Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and

Peter L. Shaw, all of whom knew of the misrepresentations and their falsity and intended to benefit from them.



1802. Plaintiff justifiably relied on these material misrepresentations, also in the context of other misrepresentations defendants made.

1803. The defendants who did not directly make material representations to plaintiff aided, abetted, directed, or controlled the making of them and benefitted from them.

1804. Defendants, and each of them, committed fraud/intentional misrepresentation in concert with one another pursuant to a common scheme and/or design to defraud plaintiff and the public. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiff and gave substantial assistance to the others to accomplish the fraud set forth in this Complaint.

1805. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties to plaintiff.

1806. The defendants' material misrepresentations were the proximate cause of plaintiff's injuries.

WHEREFORE, plaintiff George Thomas demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, including actual and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 233 – VIOLATION OF THE INTERSTATE LAND SALES FULL DISCLOSURE ACT AND THE AIDING AND ABETTING THEREOF**

**George Thomas v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, and Asher Kahn Realty**

1807. George Thomas incorporates paragraphs 1 – 179 and 1791 – 1806 as if fully set forth in this count.

1808. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, and Asher Kahn Realty used means or instruments of transportation or communication in interstate commerce, including use of the mails, with respect to the offer to sell and/or sale of lots, and engaged in a scheme or artifice to defraud, obtained money by means of an untrue statement of material fact, and/or engaged in a transaction, practice, or course of business that operated or would operate as a fraud or deceit upon the purchaser and on the market in violation of the Interstate Land Sales Full Disclosure Act (“ILSA”).

1809. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, and Asher Kahn Realty are liable for damages and other remedies under ILSA as sellers or as the sellers’ agents.

1810. Defendants identified in this count, and each of them, knew that the other’s conduct constituted a breach of duty to plaintiff and gave substantial assistance to the others to accomplish the ILSA violations described in this Complaint.

1811. Each defendant’s conduct, if considered separately, constitutes a breach of his, her, or its duties under ILSA.

WHEREFORE, plaintiff George Thomas demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas

Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with other remedies authorized by ILSA, including interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 234 – VIOLATION OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES  
AND CONSUMER PROTECTION LAW  
AND THE AIDING AND ABETTING THEREOF**

**George Thomas v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, and Asher Kahn Realty**

1812. George Thomas incorporates paragraphs 1 – 179 and 1791 – 1811 as if fully set forth in this count.

1813. Plaintiff is a purchaser of real estate primarily used for personal, family, or household purposes.

1814. Defendants knowingly or recklessly engaged in deception or fraud that included making, or causing to be made, or assisting in the making of material misrepresentations to plaintiff and the public on which plaintiff justifiably relied in connection with plaintiff's purchase of a unit in the Murano.

1815. This fraud and/or deceptive conduct was the proximate cause of plaintiff's injuries.

1816. Defendants, and each of them, committed fraud and fraud on the market in concert with one another pursuant to a common scheme and/or design to defraud plaintiff and the public in violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law ("UTPCPL").

1817. Defendants, and each of them, engaged in deceptive conduct in concert with one another pursuant to a common scheme and/or design to deceive plaintiff and the public in violation of the UTPCPL.

1818. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiff and gave substantial assistance to the others to accomplish the deceptive conduct set forth in this Complaint.

1819. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties under the UTPCPL.

WHEREFORE, plaintiff George Thomas demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with treble damages as permitted by statute, interest, costs, attorneys' fees as permitted by statute, and other relief the Court deems appropriate.

**COUNT 235 – CIVIL CONSPIRACY  
TO COMMIT FRAUD AND TO VIOLATE ILSA AND THE UTPCPL**

**George Thomas v. All Defendants**

1820. George Thomas incorporates paragraphs 1 – 179 and 1791 – 1819 as if fully set forth in this count.

1821. The defendants, and each of them, acted with the common and unlawful purpose of misleading plaintiff about the level of sales at the Murano, the availability or unavailability of certain units, the availability or unavailability of parking spaces, and other material matters.

1822. The defendants, and each of them, conveyed these misstatements to plaintiff and others in the market in pursuit of the common purpose to mislead plaintiff and the public.

1823. Those defendants who did not make misstatements directly to plaintiff, including those defendants who did not participate in the conspiracy until after misstatements were made to

plaintiff, conspired with and agreed with the defendants who did in order to advance the purposes of the conspiracy alleged herein.

1824. All defendants joined, agreed, and conspired to defraud plaintiff and others, and to damage plaintiff and others in violation of ILSA and UTPCPL.

1825. As a result of the defendants' actions in pursuit of their common purpose to mislead plaintiff and the public, the plaintiff suffered damages.

WHEREFORE, plaintiff George Thomas demands judgment against each and every defendant for a sum in excess of \$50,000 and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 236 – NEGLIGENCE AND NEGLIGENT MISREPRESENTATION**

**Anthony J. Tokarchyk and Sonya M. Tokarchyk v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo**

1826. Anthony J. Tokarchyk and Sonya M. Tokarchyk incorporate paragraphs 1 – 179 as if fully set forth in this count.

1827. Defendants Kahn, Asher Kahn Realty, and Rizzo had a duty to deal honestly and truthfully with plaintiffs and with other participants in the real estate market.

1828. Defendants Asher Kahn Realty, as well as Citi Habitats Marketing Group, LLC and NRT New York, Inc., had a duty to exercise reasonable care in supervising the work of defendants Kahn and Rizzo in order to ensure that their representations were true and not misleading.

1829. Defendants Kahn and Rizzo made material misrepresentations to Mr. Tokarchyk and Ms. Tokarchyk, as set forth above, including those described in paragraphs 93 and 139.

1830. Defendants Kahn and Rizzo made these material misrepresentations as the broker and salesperson for Asher Kahn Realty and at the direction of, in the employ of, for the benefit

of, and as agents for defendants Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom should have known that Kahn and Rizzo were making representations that were false, and/or all of whom failed to make a reasonable investigation into whether Kahn and Rizzo were doing so.

1831. The defendants identified in this count, and each of them, intended for their material misrepresentations to induce the plaintiffs to act on those misrepresentations.

1832. Plaintiffs justifiably relied on these material misrepresentations, along with and in the context of the other material misrepresentations described in the Complaint.

1833. The defendants' material misrepresentations were the proximate cause of plaintiffs' injuries.

WHEREFORE, plaintiffs Anthony J. Tokarchyk and Sonya M. Tokarchyk demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 237 – FRAUD/INTENTIONAL MISREPRESENTATION  
AND THE AIDING AND ABETTING THEREOF**

**Anthony J. Tokarchyk and Sonya M. Tokarchyk v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo**

1834. Anthony J. Tokarchyk and Sonya M. Tokarchyk incorporate paragraphs 1 – 179 and 1826 – 1833 as if fully set forth in this count.

1835. Defendants Kahn and Rizzo knew that the misstatements they made were false, material, and misleading, and they intended that Mr. Tokarchyk and Ms. Tokarchyk would rely on them.

1836. Defendants Kahn and Rizzo made these material misrepresentations as the broker and salesperson for Asher Kahn Realty and at the direction of, in the employ of, as agents for, and for the benefit of defendants Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom knew of the misrepresentations and their falsity and intended to benefit from them.

1837. Plaintiffs justifiably relied on these material misrepresentations, along with and in the context of other misrepresentations defendants made.

1838. The defendants who did not directly make material representations to plaintiffs aided, abetted, directed, or controlled the making of them and benefitted from them.

1839. Defendants, and each of them, committed fraud/intentional misrepresentation in concert with one another pursuant to a common scheme and/or design to defraud plaintiffs and the public. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiffs and gave substantial assistance to the others to accomplish the fraud set forth in this Complaint.

1840. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties to plaintiffs.

1841. The defendants' material misrepresentations were the proximate cause of plaintiffs' injuries.

WHEREFORE, plaintiffs Anthony J. Tokarchyk and Sonya M. Tokarchyk demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, including actual and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 238 – VIOLATION OF THE INTERSTATE LAND SALES FULL DISCLOSURE ACT AND THE AIDING AND ABETTING THEREOF**

**Anthony J. Tokarchyk and Sonya M. Tokarchyk v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo**

1842. Anthony J. Tokarchyk and Sonya M. Tokarchyk incorporate paragraphs 1 – 179 and 1826 – 1841 as if fully set forth in this count.

1843. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo used means or instruments of transportation or communication in interstate commerce, including use of the mails, with respect to the offer to sell and/or sale of lots, and engaged in a scheme or artifice to defraud, obtained money by means of an untrue statement of material fact, and/or engaged in a transaction, practice, or course of business that operated or would operate as a fraud or deceit upon the

purchaser and on the market in violation of the Interstate Land Sales Full Disclosure Act (“ILSA”).

1844. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo are liable for damages and other remedies under ILSA as sellers or as the sellers’ agents.

1845. Defendants identified in this count, and each of them, knew that the other’s conduct constituted a breach of duty to plaintiffs and gave substantial assistance to the others to accomplish the ILSA violations described in this Complaint.

1846. Each defendant’s conduct, if considered separately, constitutes a breach of his, her, or its duties under ILSA.

WHEREFORE, plaintiffs Anthony J. Tokarchyk and Sonya M. Tokarchyk demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with other remedies authorized by ILSA, including interest, costs, attorneys’ fees, and other relief the Court deems appropriate.

**COUNT 239 – VIOLATION OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES  
AND CONSUMER PROTECTION LAW  
AND THE AIDING AND ABETTING THEREOF**

**Anthony J. Tokarchyk and Sonya M. Tokarchyk v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Timothy P. Rizzo**

1847. Anthony J. Tokarchyk and Sonya M. Tokarchyk incorporate paragraphs 1 – 179 and 1826 – 1846 as if fully set forth in this count.

1848. Plaintiffs are purchasers of real estate primarily used for personal, family, or household purposes.

1849. Defendants knowingly or recklessly engaged in deception or fraud that included making, or causing to be made, or assisting in the making of material misrepresentations to plaintiffs and the public on which plaintiffs justifiably relied in connection with plaintiffs' purchase of a unit in the Murano.

1850. This fraud and/or deceptive conduct was the proximate cause of plaintiffs' injuries.

1851. Defendants, and each of them, committed fraud and fraud on the market in concert with one another pursuant to a common scheme and/or design to defraud plaintiffs and the public in violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law ("UTPCPL").

1852. Defendants, and each of them, engaged in deceptive conduct in concert with one another pursuant to a common scheme and/or design to deceive plaintiffs and the public in violation of the UTPCPL.

1853. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiffs and gave substantial assistance to the others to accomplish the deceptive conduct set forth in this Complaint.

1854. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties under the UTPCPL.

WHEREFORE, plaintiffs Anthony J. Tokarchyk and Sonya M. Tokarchyk demand judgment against defendants Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market,

LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with treble damages as permitted by statute, interest, costs, attorneys' fees as permitted by statute, and other relief the Court deems appropriate.

**COUNT 240 – CIVIL CONSPIRACY  
TO COMMIT FRAUD AND TO VIOLATE ILSA AND THE UTPCPL**

**Anthony J. Tokarchyk and Sonya M. Tokarchyk v. All Defendants**

1855. Anthony J. Tokarchyk and Sonya M. Tokarchyk incorporate paragraphs 1 – 179 and 1826 – 1854 as if fully set forth in this count.

1856. The defendants, and each of them, acted with the common and unlawful purpose of misleading plaintiffs about the level of sales at the Murano, the availability or unavailability of certain units, the availability or unavailability of parking spaces, and other material matters.

1857. The defendants, and each of them, conveyed these misstatements to plaintiffs and others in the market in pursuit of the common purpose to mislead plaintiffs and the public.

1858. Those defendants who did not make misstatements directly to plaintiffs, including those defendants who did not participate in the conspiracy until after misstatements were made to plaintiffs, conspired with and agreed with the defendants who did in order to advance the purposes of the conspiracy alleged herein.

1859. All defendants joined, agreed, and conspired to defraud plaintiffs and others, and to damage plaintiffs and others in violation of ILSA and UTPCPL.

1860. As a result of the defendants' actions in pursuit of their common purpose to mislead plaintiffs and the public, the plaintiffs suffered damages.

WHEREFORE, plaintiffs Anthony J. Tokarchyk and Sonya M. Tokarchyk demand judgment against each and every defendant for a sum in excess of \$50,000 and punitive

damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 241 – NEGLIGENCE AND NEGLIGENT MISREPRESENTATION**

**Hwa Wei Albert Tsai v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, and Asher Kahn Realty**

1861. Hwa Wei Albert Tsai incorporates paragraphs 1 – 179 as if fully set forth in this count.

1862. Defendants Kahn and Asher Kahn Realty had a duty to deal honestly and truthfully with plaintiff and with other participants in the real estate market.

1863. Defendants Asher Kahn Realty, as well as Citi Habitats Marketing Group, LLC and NRT New York, Inc., had a duty to exercise reasonable care in supervising the work of defendant Kahn in order to ensure that his representations were true and not misleading.

1864. Defendant Kahn made material misrepresentations to Mr. Tsai, as set forth above, including those described in paragraph 138.

1865. Defendant Kahn made these material misrepresentations as the broker for Asher Kahn Realty and at the direction of, in the employ of, for the benefit of, and as an agent for defendants Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom should have known that Kahn was making representations that were false, and/or all of whom failed to make a reasonable investigation into whether Kahn was doing so.

1866. The defendants identified in this count, and each of them, intended for their material misrepresentations to induce the plaintiff to act on those misrepresentations.

1867. Plaintiff justifiably relied on these material misrepresentations, along with and in the context of the other material misrepresentations described in the Complaint.

1868. The defendants' material misrepresentations were the proximate cause of plaintiff's injuries.

WHEREFORE, plaintiff Hwa Wei Albert Tsai demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 242 – FRAUD/INTENTIONAL MISREPRESENTATION  
AND THE AIDING AND ABETTING THEREOF**

**Hwa Wei Albert Tsai v. The Developer Defendants, The Marketing  
Defendants, Asher R. Kahn, and Asher Kahn Realty**

1869. Hwa Wei Albert Tsai incorporates paragraphs 1 – 179 and 1861 – 1868 as if fully set forth in this count.

1870. Defendant Kahn knew that the misstatements he made were false, material, and misleading, and he intended that Mr. Tsai would rely on them.

1871. Defendant Kahn made these material misrepresentations as the broker for Asher Kahn Realty and at the direction of, in the employ of, as an agent for, and for the benefit of defendants Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom knew of the misrepresentations and their falsity and intended to benefit from them.

1872. Plaintiff justifiably relied on these material misrepresentations, along with and in the context of other misrepresentations defendants made.

1873. The defendants who did not directly make material representations to plaintiff aided, abetted, directed, or controlled the making of them and benefitted from them.

1874. Defendants, and each of them, committed fraud/intentional misrepresentation in concert with one another pursuant to a common scheme and/or design to defraud plaintiff and the public. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiff and gave substantial assistance to the others to accomplish the fraud set forth in this Complaint.

1875. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties to plaintiff.

1876. The defendants' material misrepresentations were the proximate cause of plaintiff's injuries.

WHEREFORE, plaintiff Hwa Wei Albert Tsai demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, including actual and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 243 – VIOLATION OF THE INTERSTATE LAND SALES FULL DISCLOSURE ACT AND THE AIDING AND ABETTING THEREOF**

**Hwa Wei Albert Tsai v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, and Asher Kahn Realty**

1877. Hwa Wei Albert Tsai incorporates paragraphs 1 – 179 and 1861 – 1876 as if fully set forth in this count.

1878. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, and Asher Kahn Realty used means or instruments of transportation or communication in interstate commerce, including use of the mails, with respect to the offer to sell and/or sale of lots, and engaged in a scheme or artifice to defraud, obtained money by means of an untrue statement of material fact, and/or engaged in a transaction, practice, or course of business that operated or would operate as a fraud or deceit upon the purchaser and on the market in violation of the Interstate Land Sales Full Disclosure Act (“ILSA”).

1879. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, and Asher Kahn Realty are liable for damages and other remedies under ILSA as sellers or as the sellers’ agents.

1880. Defendants identified in this count, and each of them, knew that the other’s conduct constituted a breach of duty to plaintiff and gave substantial assistance to the others to accomplish the ILSA violations described in this Complaint.

1881. Each defendant’s conduct, if considered separately, constitutes a breach of his, her, or its duties under ILSA.

WHEREFORE, plaintiff Hwa Wei Albert Tsai demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas

Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with other remedies authorized by ILSA, including interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 244 – VIOLATION OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES  
AND CONSUMER PROTECTION LAW  
AND THE AIDING AND ABETTING THEREOF**

**Hwa Wei Albert Tsai v. The Developer Defendants, The Marketing  
Defendants, Asher R. Kahn, and Asher Kahn Realty**

1882. Hwa Wei Albert Tsai incorporates paragraphs 1 – 179 and 1861 – 1881 as if fully set forth in this count.

1883. Plaintiff is a purchaser of real estate primarily used for personal, family, or household purposes.

1884. Defendants knowingly or recklessly engaged in deception or fraud that included making, or causing to be made, or assisting in the making of material misrepresentations to plaintiff and the public on which plaintiff justifiably relied in connection with plaintiff's purchase of a unit in the Murano.

1885. This fraud and/or deceptive conduct was the proximate cause of plaintiff's injuries.

1886. Defendants, and each of them, committed fraud and fraud on the market in concert with one another pursuant to a common scheme and/or design to defraud plaintiff and the public in violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law ("UTPCPL").

1887. Defendants, and each of them, engaged in deceptive conduct in concert with one another pursuant to a common scheme and/or design to deceive plaintiff and the public in violation of the UTPCPL.

1888. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiff and gave substantial assistance to the others to accomplish the deceptive conduct set forth in this Complaint.

1889. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties under the UTPCPL.

WHEREFORE, plaintiff Hwa Wei Albert Tsai demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with treble damages as permitted by statute, interest, costs, attorneys' fees as permitted by statute, and other relief the Court deems appropriate.

**COUNT 245 – CIVIL CONSPIRACY  
TO COMMIT FRAUD AND TO VIOLATE ILSA AND THE UTPCPL**

**Hwa Wei Albert Tsai v. All Defendants**

1890. Hwa Wei Albert Tsai incorporates paragraphs 1 – 179 and 1861 – 1889 as if fully set forth in this count.

1891. The defendants, and each of them, acted with the common and unlawful purpose of misleading plaintiff about the level of sales at the Murano, the availability or unavailability of certain units, the availability or unavailability of parking spaces, and other material matters.

1892. The defendants, and each of them, conveyed these misstatements to plaintiff and others in the market in pursuit of the common purpose to mislead plaintiff and the public.

1893. Those defendants who did not make misstatements directly to plaintiff, including those defendants who did not participate in the conspiracy until after misstatements were made to

plaintiff, conspired with and agreed with the defendants who did in order to advance the purposes of the conspiracy alleged herein.

1894. All defendants joined, agreed, and conspired to defraud plaintiff and others, and to damage plaintiff and others in violation of ILSA and UTPCPL.

1895. As a result of the defendants' actions in pursuit of their common purpose to mislead plaintiff and the public, the plaintiff suffered damages.

WHEREFORE, plaintiff Hwa Wei Albert Tsai demands judgment against each and every defendant for a sum in excess of \$50,000 and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 246 – NEGLIGENCE AND NEGLIGENT MISREPRESENTATION**

**Shelia R. Willard v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, and Karen Ragan**

1896. Shelia R. Willard incorporates paragraphs 1 – 179 as if fully set forth in this count.

1897. Defendants Kahn, Asher Kahn Realty Rizzo, Ragan, and Casnoff had a duty to deal honestly and truthfully with plaintiff and with other participants in the real estate market.

1898. Defendants Asher Kahn Realty, as well as Citi Habitats Marketing Group, LLC and NRT New York, Inc., had a duty to exercise reasonable care in supervising the work of defendants Kahn, Rizzo, and Ragan in order to ensure that their representations were true and not misleading.

1899. Defendants Kahn, Rizzo, Ragan, and Casnoff made material misrepresentations to Ms. Willard, as set forth above, including those described in paragraph 52.

1900. Defendants Kahn, Rizzo, and Ragan made these material misrepresentations as the broker and salespersons for Asher Kahn Realty and at the direction of, in the employ of, for

the benefit of, and as agents for defendants Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom should have known that Kahn, Rizzo, and Ragan were making representations that were false, and/or all of whom failed to make a reasonable investigation into whether Kahn, Rizzo, and Ragan were doing so.

1901. The defendants identified in this count, and each of them, intended for their material misrepresentations to induce the plaintiff to act on those misrepresentations.

1902. Plaintiff justifiably relied on these material misrepresentations, along with and in the context of the other material misrepresentation, described in the Complaint.

1903. The defendants' material misrepresentations were the proximate cause of plaintiff's injuries.

WHEREFORE, plaintiff Shelia R. Willard demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, Karen Ragan, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 247 – FRAUD/INTENTIONAL MISREPRESENTATION  
AND THE AIDING AND ABETTING THEREOF**

**Shelia R. Willard v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, and Karen Ragan**

1904. Shelia R. Willard incorporates paragraphs 1 – 179 and 1896 – 1903 as if fully set forth in this count.

1905. Defendants Kahn, Rizzo, Ragan, and Casnoff knew that the misstatements they made were false, material, and misleading, and they intended that Ms. Willard would rely on them.

1906. Defendants Kahn, Rizzo, and Ragan made these material misrepresentations as the broker and salespersons for Asher Kahn Realty and at the direction of, in the employ of, as agents for, and for the benefit of defendants Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom knew of the misrepresentations and their falsity and intended to benefit from them.

1907. Plaintiff justifiably relied on these material misrepresentations, along with and in the context of other misrepresentations defendants made.

1908. The defendants who did not directly make material representations to plaintiff aided, abetted, directed, or controlled the making of them and benefitted from them.

1909. Defendants, and each of them, committed fraud/intentional misrepresentation in concert with one another pursuant to a common scheme and/or design to defraud plaintiff and the public. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiff and gave substantial assistance to the others to accomplish the fraud set forth in this Complaint.

1910. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties to plaintiff.

1911. The defendants' material misrepresentations were the proximate cause of plaintiff's injuries.

WHEREFORE, plaintiff Shelia R. Willard demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, Karen Ragan, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, including actual and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 248 – VIOLATION OF THE INTERSTATE LAND SALES FULL DISCLOSURE ACT AND THE AIDING AND ABETTING THEREOF**

**Shelia R. Willard v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, and Karen Ragan**

1912. Shelia R. Willard incorporates paragraphs 1 – 179 and 1896 – 1911 as if fully set forth in this count.

1913. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, and Karen Ragan and used means or instruments of transportation or communication in interstate commerce, including use of the mails, with respect to the offer to sell and/or sale of lots, and engaged in a scheme or artifice to defraud, obtained money by means of an untrue statement of material fact, and/or engaged in a transaction, practice, or course of business that operated or would operate as a fraud or deceit upon the purchaser and on the market in violation of the Interstate Land Sales Full Disclosure Act (“ILSA”).

1914. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, and Karen Ragan are liable for damages and other remedies under ILSA as sellers or as the sellers' agents.

1915. Defendants identified in this count, and each of them, knew that the other's conduct constituted a breach of duty to plaintiff and gave substantial assistance to the others to accomplish the ILSA violations described in this Complaint.

1916. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties under ILSA.

WHEREFORE, plaintiff Shelia R. Willard demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, Karen Ragan, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with other remedies authorized by ILSA, including interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 249 – VIOLATION OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES  
AND CONSUMER PROTECTION LAW  
AND THE AIDING AND ABETTING THEREOF**

**Shelia R. Willard v. The Developer Defendants, The Marketing Defendants, Asher R.  
Kahn, Asher Kahn Realty, Timothy P. Rizzo, and Karen Ragan**

1917. Shelia R. Willard incorporates paragraphs 1 – 179 and 1896 – 1916 as if fully set forth in this count.

1918. Plaintiff is a purchaser of real estate primarily used for personal, family, or household purposes.

1919. Defendants knowingly or recklessly engaged in deception or fraud that included making, or causing to be made, or assisting in the making of material misrepresentations to plaintiff and the public on which plaintiff justifiably relied in connection with plaintiff's purchase of a unit in the Murano.

1920. This fraud and/or deceptive conduct was the proximate cause of plaintiff's injuries.

1921. Defendants, and each of them, committed fraud and fraud on the market in concert with one another pursuant to a common scheme and/or design to defraud plaintiff and the public in violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law ("UTPCPL").

1922. Defendants, and each of them, engaged in deceptive conduct in concert with one another pursuant to a common scheme and/or design to deceive plaintiff and the public in violation of the UTPCPL.

1923. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiff and gave substantial assistance to the others to accomplish the deceptive conduct set forth in this Complaint.

1924. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties under the UTPCPL.

WHEREFORE, plaintiff Shelia R. Willard demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Timothy P. Rizzo, Karen Ragan, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with treble damages as permitted by statute, interest, costs, attorneys' fees as permitted by statute, and other relief the Court deems appropriate.

**COUNT 250 – CIVIL CONSPIRACY  
TO COMMIT FRAUD AND TO VIOLATE ILSA AND THE UTPCPL**

**Shelia R. Willard v. All Defendants**

1925. Shelia R. Willard incorporates paragraphs 1 – 179 and 1896 – 1924 as if fully set forth in this count.

1926. The defendants, and each of them, acted with the common and unlawful purpose of misleading plaintiff about the level of sales at the Murano, the availability or unavailability of certain units, the availability or unavailability of parking spaces, and other material matters.

1927. The defendants, and each of them, conveyed these misstatements to plaintiff and others in the market in pursuit of the common purpose to mislead plaintiff and the public.

1928. Those defendants who did not make misstatements directly to plaintiff, including those defendants who did not participate in the conspiracy until after misstatements were made to plaintiff, conspired with and agreed with the defendants who did in order to advance the purposes of the conspiracy alleged herein.

1929. All defendants joined, agreed, and conspired to defraud plaintiff and others, and to damage plaintiff and others in violation of ILSA and UTPCPL.

1930. As a result of the defendants' actions in pursuit of their common purpose to mislead plaintiff and the public, the plaintiff suffered damages.

WHEREFORE, plaintiff Shelia R. Willard demands judgment against each and every defendant for a sum in excess of \$50,000 and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 251 – NEGLIGENCE AND NEGLIGENT MISREPRESENTATION**

**Jacob M. Yeager v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, Asher Kahn Realty, and Megan Orndorf Rosenberg**

1931. Jacob M. Yeager incorporates paragraphs 1 – 179 as if fully set forth in this count.

1932. Defendants Kahn, Asher Kahn Realty, and Rosenberg had a duty to deal honestly and truthfully with plaintiff and with other participants in the real estate market.

1933. Defendants Asher Kahn Realty, as well as Citi Habitats Marketing Group, LLC and NRT New York, Inc., had a duty to exercise reasonable care in supervising the work of defendants Kahn and Rosenberg in order to ensure that their representations were true and not misleading.

1934. Defendants Kahn, Rosenberg, and others in the Murano Sales Office made material misrepresentations to Mr. Yeager and defendant Kahn made material misrepresentations to Mr. Yeager's lender's appraiser, as set forth above, including those described in paragraphs 79 and 131.

1935. Defendants Kahn, Rosenberg, and others in the Murano Sales Office made these material misrepresentations as the broker, salesperson, and employees for Asher Kahn Realty and at the direction of, in the employ of, for the benefit of, and as agents for defendants Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw, all of whom should have known that Kahn, Rosenberg, and others were making representations that were false, and/or all of whom failed to make a reasonable investigation into whether Kahn, Rosenberg, and others were doing so.

1936. The defendants identified in this count, and each of them, intended for their material misrepresentations to induce the plaintiff to act on those misrepresentations.

1937. Plaintiff justifiably relied on these material misrepresentations, along with and in the context of the other material misrepresentations described in the Complaint.

1938. The defendants' material misrepresentations were the proximate cause of plaintiff's injuries.

WHEREFORE, plaintiff Jacob M. Yeager demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Megan Orndorf Rosenberg, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 252 – FRAUD/INTENTIONAL MISREPRESENTATION  
AND THE AIDING AND ABETTING THEREOF**

**Jacob M. Yeager v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, Asher Kahn Realty, and Megan Orndorf Rosenberg**

1939. Jacob M. Yeager incorporates paragraphs 1 – 179 and 1931 – 1938 as if fully set forth in this count.

1940. Defendants Kahn, Rosenberg, and others in the Murano Sales Office knew that the misstatements they made were false, material, and misleading, and they intended that Mr. Yeager and his lender's appraiser would rely on them.

1941. Defendants Kahn, Rosenberg, and others in the Murano Sales Office made these material misrepresentations as the broker, salesperson, and employees for Asher Kahn Realty and at the direction of, in the employ of, as agents for, and for the benefit of defendants Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates,

Alan Edward Casnoff, and Peter L. Shaw, all of whom knew of the misrepresentations and their falsity and intended to benefit from them.

1942. Plaintiff justifiably relied on these material misrepresentations, along with and in the context of other misrepresentations defendants made.

1943. The defendants who did not directly make material representations to plaintiff aided, abetted, directed, or controlled the making of them and benefitted from them.

1944. Defendants, and each of them, committed fraud/intentional misrepresentation in concert with one another pursuant to a common scheme and/or design to defraud plaintiff and the public. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiff and gave substantial assistance to the others to accomplish the fraud set forth in this Complaint.

1945. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties to plaintiff.

1946. The defendants' material misrepresentations were the proximate cause of plaintiff's injuries.

WHEREFORE, plaintiff Jacob M. Yeager demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Megan Orndorf Rosenberg, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, L.P., TPG/P&A 2101 Market, LLC, Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000, including actual and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 253 – VIOLATION OF THE INTERSTATE LAND SALES FULL DISCLOSURE ACT AND THE AIDING AND ABETTING THEREOF**

**Jacob M. Yeager v. The Developer Defendants, The Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Megan Orndorf Rosenberg**

1947. Jacob M. Yeager incorporates paragraphs 1 – 179 and 1931 – 1946 as if fully set forth in this count.

1948. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Megan Orndorf Rosenberg used means or instruments of transportation or communication in interstate commerce, including use of the mails, with respect to the offer to sell and/or sale of lots, and engaged in a scheme or artifice to defraud, obtained money by means of an untrue statement of material fact, and/or engaged in a transaction, practice, or course of business that operated or would operate as a fraud or deceit upon the purchaser and on the market in violation of the Interstate Land Sales Full Disclosure Act (“ILSA”).

1949. The Developer, the other Developer Defendants, the Marketing Defendants, Asher R. Kahn, Asher Kahn Realty, and Megan Orndorf Rosenberg are liable for damages and other remedies under ILSA as sellers or as the sellers’ agents.

1950. Defendants identified in this count, and each of them, knew that the other’s conduct constituted a breach of duty to plaintiff and gave substantial assistance to the others to accomplish the ILSA violations described in this Complaint.

1951. Each defendant’s conduct, if considered separately, constitutes a breach of his, her, or its duties under ILSA.

WHEREFORE, plaintiff Jacob M. Yeager demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Megan Orndorf Rosenberg, Citi Habitats Marketing Group, LLC,

NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with other remedies authorized by ILSA, including interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 254 – VIOLATION OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES  
AND CONSUMER PROTECTION LAW  
AND THE AIDING AND ABETTING THEREOF**

**Jacob M. Yeager v. The Developer Defendants, The Marketing Defendants,  
Asher R. Kahn, Asher Kahn Realty, and Megan Orndorf Rosenberg**

1952. Jacob M. Yeager incorporates paragraphs 1 – 179 and 1931 – 1951 as if fully set forth in this count.

1953. Plaintiff is a purchaser of real estate primarily used for personal, family, or household purposes.

1954. Defendants knowingly or recklessly engaged in deception or fraud that included making, or causing to be made, or assisting in the making of material misrepresentations to plaintiff and the public on which plaintiff justifiably relied in connection with plaintiff's purchase of a unit in the Murano.

1955. This fraud and/or deceptive conduct was the proximate cause of plaintiff's injuries.

1956. Defendants, and each of them, committed fraud and fraud on the market in concert with one another pursuant to a common scheme and/or design to defraud plaintiff and the public in violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law ("UTPCPL").

1957. Defendants, and each of them, engaged in deceptive conduct in concert with one another pursuant to a common scheme and/or design to deceive plaintiff and the public in violation of the UTPCPL.

1958. Defendants, and each of them, knew that the other's conduct constituted a breach of duty to plaintiff and gave substantial assistance to the others to accomplish the deceptive conduct set forth in this Complaint.

1959. Each defendant's conduct, if considered separately, constitutes a breach of his, her, or its duties under the UTPCPL.

WHEREFORE, plaintiff Jacob M. Yeager demands judgment against defendants Asher R. Kahn, Asher Kahn Realty, Megan Orndorf Rosenberg, Citi Habitats Marketing Group, LLC, NRT New York, Inc., NRT New York, LLC, TPG/P&A 2101 Market, LLC, TPG/P&A 2101 Market, L.P., Thomas Properties Group, Inc., P & A Associates, Alan Edward Casnoff, and Peter L. Shaw for a sum in excess of \$50,000 together with treble damages as permitted by statute, interest, costs, attorneys' fees as permitted by statute, and other relief the Court deems appropriate.

**COUNT 255 – CIVIL CONSPIRACY  
TO COMMIT FRAUD AND TO VIOLATE ILSA AND THE UTPCPL**

**Jacob M. Yeager v. All Defendants**

1960. Jacob M. Yeager incorporates paragraphs 1 – 179 and 1931 – 1959 as if fully set forth in this count.

1961. The defendants, and each of them, acted with the common and unlawful purpose of misleading plaintiff about the level of sales at the Murano, the availability or unavailability of certain units, the availability or unavailability of parking spaces, and other material matters.

1962. The defendants, and each of them, conveyed these misstatements to plaintiff and others in the market in pursuit of the common purpose to mislead plaintiff and the public.

1963. Those defendants who did not make misstatements directly to plaintiff, including those defendants who did not participate in the conspiracy until after misstatements were made to plaintiff, conspired with and agreed with the defendants who did in order to advance the purposes of the conspiracy alleged herein.

1964. All defendants joined, agreed, and conspired to defraud plaintiff(s) and others, and to damage plaintiff and others in violation of ILSA and UTPCPL.

1965. As a result of the defendants' actions in pursuit of their common purpose to mislead plaintiff and the public, the plaintiff suffered damages.

WHEREFORE, plaintiff Jacob M. Yeager demands judgment against each and every defendant for a sum in excess of \$50,000 and punitive damages, together with interest, costs, attorneys' fees, and other relief the Court deems appropriate.

**COUNT 256 – CIVIL CONSPIRACY TO DEFRAUD  
AND TO VIOLATE ILSA AND UTPCPL**

**All Plaintiffs v. All Defendants**

1966. Plaintiffs incorporate paragraphs 1 – 1965 as if fully set forth in this count.

1967. If and to the extent it may be impermissible to assess punitive damages separately with respect to torts and statutory violations committed as against each plaintiff, plaintiffs hereby join together and claim that the punitive damages to which they are entitled are a common damage, and seek them together as against each defendant and as against all defendants.

1968. If and to the extent that it may be impermissible or impractical to assess attorneys' fees, costs, or any other remedy in favor of each plaintiff separately, plaintiffs hereby join

together and claim that the attorneys' fees to which they are entitled are a common remedy for their benefit, and seek them as against each defendant and as against all defendants.

WHEREFORE, all plaintiffs hereby demand judgment against defendants, and each of them, for punitive damages, attorneys' fees, costs, and such other relief the Court deems appropriate.

HAINES & ASSOCIATES



By:

ANDREW A. CHIRLS

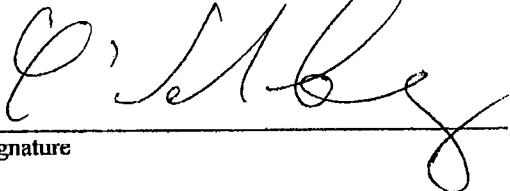
LAUREN A. CATES

*Attorneys for Plaintiffs*

Date: August 30, 2010

**VERIFICATION**

I, Yuri SCHWEIBER am a plaintiff in this action. I hereby verify that the averments of factual matters set forth in the foregoing pleading that describe me or my conduct or that describe transactions or events in which I was a participant are true, and that the remaining averments of factual matters set forth in the foregoing pleading are true to the best of my knowledge, information, and belief. I understand that this verification is made subject to the penalties of 18 Pa.C.S.A. §4904, relating to unsworn falsification to authorities.

  
\_\_\_\_\_  
Signature

8-10-10  
Date

**VERIFICATION**

I, LUCE SCHEIDT, am a plaintiff in this action. I hereby verify that the averments of factual matters set forth in the foregoing pleading that describe me or my conduct or that describe transactions or events in which I was a participant are true, and that the remaining averments of factual matters set forth in the foregoing pleading are true to the best of my knowledge, information, and belief. I understand that this verification is made subject to the penalties of 18 Pa.C.S.A. §4904, relating to unsworn falsification to authorities.

Luce Scheidt

Signature

8-10-10

Date

VERIFICATION

I, Jerome E Marks, am a plaintiff in this action. I hereby verify that the averments of factual matters set forth in the foregoing pleading that describe me or my conduct or that describe transactions or events in which I was a participant are true, and that the remaining averments of factual matters set forth in the foregoing pleading are true to the best of my knowledge, information, and belief. I understand that this verification is made subject to the penalties of 18 Pa.C.S.A. §4904, relating to unsworn falsification to authorities.

Signature

Date

8/6/10

VERIFICATION

I, SUE MOONEY MARKS, am a plaintiff in this action. I hereby verify that the averments of factual matters set forth in the foregoing pleading that describe me or my conduct or that describe transactions or events in which I was a participant are true, and that the remaining averments of factual matters set forth in the foregoing pleading are true to the best of my knowledge, information, and belief. I understand that this verification is made subject to the penalties of 18 Pa.C.S.A. §4904, relating to unsworn falsification to authorities.

  
Signature

8/6/10  
Date

VERIFICATION

I, Osman AlSeri, am a plaintiff in this action. I hereby verify that the averments of factual matters set forth in the foregoing pleading that describe me or my conduct or that describe transactions or events in which I was a participant are true, and that the remaining averments of factual matters set forth in the foregoing pleading are true to the best of my knowledge, information, and belief. I understand that this verification is made subject to the penalties of 18 Pa.C.S.A. §4904, relating to unsworn falsification to authorities.

Signature

Aug 8, 2010

**VERIFICATION**

I, Heslie Lenox, am a plaintiff in this action. I hereby verify that the averments of factual matters set forth in the foregoing pleading that describe me or my conduct or that describe transactions or events in which I was a participant are true, and that the remaining averments of factual matters set forth in the foregoing pleading are true to the best of my knowledge, information, and belief. I understand that this verification is made subject to the penalties of 18 Pa.C.S.A. §4904, relating to unsworn falsification to authorities.

  
Signature

8/6/10  
Date

VERIFICATION

I, LAWRENCE M GORAL, am a plaintiff in this action. I hereby verify that the averments of factual matters set forth in the foregoing pleading that describe me or my conduct or that describe transactions or events in which I was a participant are true, and that the remaining averments of factual matters set forth in the foregoing pleading are true to the best of my knowledge, information, and belief. I understand that this verification is made subject to the penalties of 18 Pa.C.S.A. §4904, relating to unsworn falsification to authorities.

Lawrence M Goral  
Signature

9-8-2010  
Date

VERIFICATION

*Dietrich Francuski*  
I, *Evelyn Klein-Francuski* am a plaintiff in this action. I hereby verify that the averments of factual matters set forth in the foregoing pleading that describe me or my conduct or that describe transactions or events in which I was a participant are true, and that the remaining averments of factual matters set forth in the foregoing pleading are true to the best of my knowledge, information, and belief. I understand that this verification is made subject to the penalties of 18 Pa.C.S.A. §4904, relating to unsworn falsification to authorities.

*Evelyn Klein-Francuski* & *Dietrich Francuski*  
Signature Unit #1702

*Murano*

*8/8/10*  
Date

**VERIFICATION**

I, Joyce V Newman am a plaintiff in this action. I hereby verify that the averments of factual matters set forth in the foregoing pleading that describe me or my conduct or that describe transactions or events in which I was a participant are true, and that the remaining averments of factual matters set forth in the foregoing pleading are true to the best of my knowledge, information, and belief. I understand that this verification is made subject to the penalties of 18 Pa.C.S.A. §4904, relating to unsworn falsification to authorities.

Joyce V Newman

Signature

8/7/10

Date

VERIFICATION

I, RUSS BERENSTEIN, am a plaintiff in this action. I hereby verify that the averments of factual matters set forth in the foregoing pleading that describe me or my conduct or that describe transactions or events in which I was a participant are true, and that the remaining averments of factual matters set forth in the foregoing pleading are true to the best of my knowledge, information, and belief. I understand that this verification is made subject to the penalties of 18 Pa.C.S.A. §4904, relating to unsworn falsification to authorities.

  
Signature

08-06-10  
Date

**VERIFICATION**

I, Glenna Crooks, am a plaintiff in this action. I hereby verify that the averments of factual matters set forth in the foregoing pleading that describe me or my conduct or that describe transactions or events in which I was a participant are true, and that the remaining averments of factual matters set forth in the foregoing pleading are true to the best of my knowledge, information, and belief. I understand that this verification is made subject to the penalties of 18 Pa.C.S.A. §4904, relating to unsworn falsification to authorities.

Glenna Crooks  
Signature

August 5, 2010  
Date

VERIFICATION

**Eugene A. Schwartz**  
2101 Market St. Condo #2803  
Phila., Pa. 19103

I, \_\_\_\_\_, am a plaintiff in this action. I hereby verify that the averments of factual matters set forth in the foregoing pleading that describe me or my conduct or that describe transactions or events in which I was a participant are true, and that the remaining averments of factual matters set forth in the foregoing pleading are true to the best of my knowledge, information, and belief. I understand that this verification is made subject to the penalties of 18 Pa.C.S.A. §4904, relating to unsworn falsification to authorities.

  
\_\_\_\_\_  
Signature

8-6-2010  
Date

VERIFICATION

I, KARL ENGEL, am a plaintiff in this action. I hereby verify that the averments of factual matters set forth in the foregoing pleading that describe me or my conduct or that describe transactions or events in which I was a participant are true, and that the remaining averments of factual matters set forth in the foregoing pleading are true to the best of my knowledge, information, and belief. I understand that this verification is made subject to the penalties of 18 Pa.C.S.A. §4904, relating to unsworn falsification to authorities.

Signature



Date

8/6/2010

VERIFICATION

I, Ari Barkan, am authorized by P'Tari LLC, which is a plaintiff in this action, to sign this Verification on its behalf. I hereby verify that the averments of factual matters set forth in the foregoing pleading that describe me or P'Tari LLC, my conduct or that of P'Tari LLC, or transactions or events in which I or P'Tari LLC participated are true, and that the remaining averments of factual matters set forth in the foregoing pleading are true to the best of my knowledge, information, and belief. I understand that this verification is made subject to the penalties of 18 Pa.C.S.A. §4904, relating to unsworn falsification to authorities.

A handwritten signature in black ink, appearing to be 'Ari Barkan', written over a horizontal line.


Signature

AUGUST 5 2010

Date

VERIFICATION

I, ANUBHAV GOGNA, am a plaintiff in this action. I hereby verify that the averments of factual matters set forth in the foregoing pleading that describe me or my conduct or that describe transactions or events in which I was a participant are true, and that the remaining averments of factual matters set forth in the foregoing pleading are true to the best of my knowledge, information, and belief. I understand that this verification is made subject to the penalties of 18 Pa.C.S.A. §4904, relating to unsworn falsification to authorities.



\_\_\_\_\_  
Signature

8/5/2010

\_\_\_\_\_  
Date

**VERIFICATION**

I, Jacob M. Yeager, am a plaintiff in this action. I hereby verify that the averments of factual matters set forth in the foregoing pleading that describe me or my conduct or that describe transactions or events in which I was a participant are true, and that the remaining averments of factual matters set forth in the foregoing pleading are true to the best of my knowledge, information, and belief. I understand that this verification is made subject to the penalties of 18 Pa.C.S.A. §4904, relating to unsworn falsification to authorities.

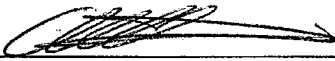
Signature

Date

8-5-10

VERIFICATION

I, Albert Hui-Wei Tsai, am a plaintiff in this action. I hereby verify that the averments of factual matters set forth in the foregoing pleading that describe me or my conduct or that describe transactions or events in which I was a participant are true, and that the remaining averments of factual matters set forth in the foregoing pleading are true to the best of my knowledge, information, and belief. I understand that this verification is made subject to the penalties of 18 Pa.C.S.A. §4904, relating to unsworn falsification to authorities.

  
\_\_\_\_\_  
Signature

8/5/2010  
Date

VERIFICATION

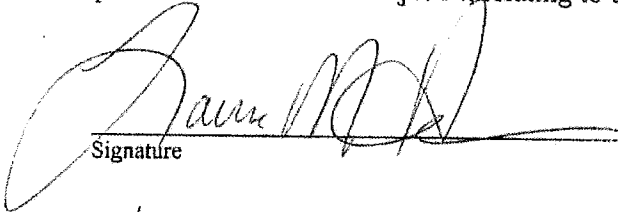
I, Gregory D. Hanscom, am a plaintiff in this action. I hereby verify that the averments of factual matters set forth in the foregoing pleading that describe me or my conduct or that describe transactions or events in which I was a participant are true, and that the remaining averments of factual matters set forth in the foregoing pleading are true to the best of my knowledge, information, and belief. I understand that this verification is made subject to the penalties of 18 Pa.C.S.A. §4904, relating to unsworn falsification to authorities.

Gregory D. Hanscom  
Signature

8/5/10  
Date

VERIFICATION

I, Laura M. Hemm, am a plaintiff in this action. I hereby verify that the averments of factual matters set forth in the foregoing pleading that describe me or my conduct or that describe transactions or events in which I was a participant are true, and that the remaining averments of factual matters set forth in the foregoing pleading are true to the best of my knowledge, information, and belief. I understand that this verification is made subject to the penalties of 18 Pa.C.S.A. §4904, relating to unsworn falsification to authorities.

  
Signature

8/5/10  
Date

**VERIFICATION**

I, Diane Hedrich, am a plaintiff in this action. I hereby verify that the averments of factual matters set forth in the foregoing pleading that describe me or my conduct or that describe transactions or events in which I was a participant are true, and that the remaining averments of factual matters set forth in the foregoing pleading are true to the best of my knowledge, information, and belief. I understand that this verification is made subject to the penalties of 18 Pa.C.S.A. §4904, relating to unsworn falsification to authorities.

Diane Hedrich  
Signature

05 August 2010  
Date

**VERIFICATION**

I, NANCY SAPANANA, am a plaintiff in this action. I hereby verify that the averments of factual matters set forth in the foregoing pleading that describe me or my conduct or that describe transactions or events in which I was a participant are true, and that the remaining averments of factual matters set forth in the foregoing pleading are true to the best of my knowledge, information, and belief. I understand that this verification is made subject to the penalties of 18 Pa.C.S.A. §4904, relating to unsworn falsification to authorities.

Signature




Date

8/5/2010

VERIFICATION

I, James J. Reed, am a plaintiff in this action. I hereby verify that the averments of factual matters set forth in the foregoing pleading that describe me or my conduct or that describe transactions or events in which I was a participant are true, and that the remaining averments of factual matters set forth in the foregoing pleading are true to the best of my knowledge, information, and belief. I understand that this verification is made subject to the penalties of 18 Pa.C.S.A. §4904, relating to unsworn falsification to authorities.

Signature



Date

8/9/10

VERIFICATION

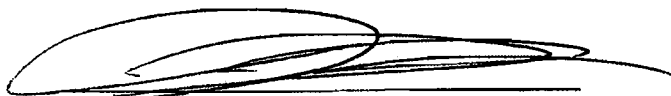
I, Bernard Eizen, am a plaintiff in this action. I hereby verify that the averments of factual matters set forth in the foregoing pleading that describe me or my conduct or that describe transactions or events in which I was a participant are true, and that the remaining averments of factual matters set forth in the foregoing pleading are true to the best of my knowledge, information, and belief. I understand that this verification is made subject to the penalties of 18 Pa.C.S.A. §4904, relating to unsworn falsification to authorities.

Bernard Eizen  
Signature

August 6, 2010  
Date

VERIFICATION

I, Richard J. Koehler am a plaintiff in this action. I hereby verify that the averments of factual matters set forth in the foregoing pleading that describe me or my conduct or that describe transactions or events in which I was a participant are true, and that the remaining averments of factual matters set forth in the foregoing pleading are true to the best of my knowledge, information, and belief. I understand that this verification is made subject to the penalties of 18 Pa.C.S.A. §4904, relating to unsworn falsification to authorities.



Signature

8/9/10  
Date

**VERIFICATION**

I KATHLEEN CHASE, am a plaintiff in this action. I hereby verify that the averments of factual matters set forth in the foregoing pleading that describe me or my conduct or that describe transactions or events in which I was a participant are true, and that the remaining averments of factual matters set forth in the foregoing pleading are true to the best of my knowledge, information, and belief. I understand that this verification is made subject to the penalties of 18 Pa.C.S.A. §4904, relating to unsworn falsification to authorities.



\_\_\_\_\_  
Signature

8/9/10

\_\_\_\_\_  
Date

VERIFICATION

I, DAVID CARTER, am a plaintiff in this action. I hereby verify that the averments of factual matters set forth in the foregoing pleading that describe me or my conduct or that describe transactions or events in which I was a participant are true, and that the remaining averments of factual matters set forth in the foregoing pleading are true to the best of my knowledge, information, and belief. I understand that this verification is made subject to the penalties of 18 Pa.C.S.A. §4904, relating to unsworn falsification to authorities.

  
\_\_\_\_\_  
Signature

9 Aug 2010  
Date

VERIFICATION

I, Matthew Braunbeck, am a plaintiff in this action. I hereby verify that the averments of factual matters set forth in the foregoing pleading that describe me or my conduct or that describe transactions or events in which I was a participant are true, and that the remaining averments of factual matters set forth in the foregoing pleading are true to the best of my knowledge, information, and belief. I understand that this verification is made subject to the penalties of 18 Pa.C.S.A. §4904, relating to unsworn falsification to authorities.

Matthew Braunbeck  
Signature

8/5/10  
Date

VERIFICATION

I, Sonya Tokarchyk, am a plaintiff in this action. I hereby verify that the averments of factual matters set forth in the foregoing pleading that describe me or my conduct or that describe transactions or events in which I was a participant are true, and that the remaining averments of factual matters set forth in the foregoing pleading are true to the best of my knowledge, information, and belief. I understand that this verification is made subject to the penalties of 18 Pa.C.S.A. §4904, relating to unsworn falsification to authorities.

  
Signature

8/13/2010  
Date

VERIFICATION

I, Shelby R. Williams, am a plaintiff in this action. I hereby verify that the averments of factual matters set forth in the foregoing pleading that describe me or my conduct or that describe transactions or events in which I was a participant are true, and that the remaining averments of factual matters set forth in the foregoing pleading are true to the best of my knowledge, information, and belief. I understand that this verification is made subject to the penalties of 18 Pa.C.S.A. §4904, relating to unsworn falsification to authorities.

  
Signature

8/10/10  
Date

VERIFICATION

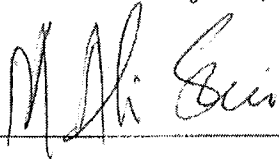
I, Jason D. Dills am a plaintiff in this action. I hereby verify that the averments of factual matters set forth in the foregoing pleading that describe me or my conduct or that describe transactions or events in which I was a participant are true, and that the remaining averments of factual matters set forth in the foregoing pleading are true to the best of my knowledge, information, and belief. I understand that this verification is made subject to the penalties of 18 Pa.C.S.A. §4904, relating to unsworn falsification to authorities.

  
Signature

8/25/10  
Date

**VERIFICATION**

I, MOHAMMED A SHAHID, am a plaintiff in this action. I hereby verify that the averments of factual matters set forth in the foregoing pleading that describe me or my conduct or that describe transactions or events in which I was a participant are true, and that the remaining averments of factual matters set forth in the foregoing pleading are true to the best of my knowledge, information, and belief. I understand that this verification is made subject to the penalties of 18 Pa.C.S.A. §4904, relating to unsworn falsification to authorities.



Signature



Date

VERIFICATION

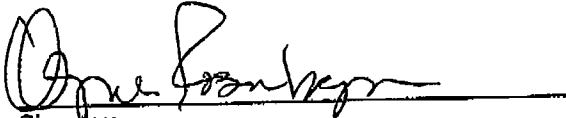
I, Michelle L Suplick am a plaintiff in this action. I hereby verify that the averments of factual matters set forth in the foregoing pleading that describe me or my conduct or that describe transactions or events in which I was a participant are true, and that the remaining averments of factual matters set forth in the foregoing pleading are true to the best of my knowledge, information, and belief. I understand that this verification is made subject to the penalties of 18 Pa.C.S.A. §4904, relating to unsworn falsification to authorities.

Michelle L Suplick  
Signature

8/25/2010  
Date

VERIFICATION

I, Wayne Rosenberger, am a plaintiff in this action. I hereby verify that the averments of factual matters set forth in the foregoing pleading that describe me or my conduct or that describe transactions or events in which I was a participant are true, and that the remaining averments of factual matters set forth in the foregoing pleading are true to the best of my knowledge, information, and belief. I understand that this verification is made subject to the penalties of 18 Pa.C.S.A. §4904, relating to unsworn falsification to authorities.

  
Signature

8-24-2010  
Date

VERIFICATION

I, STREN RICHARD LEA, am a plaintiff in this action. I hereby verify that the averments of factual matters set forth in the foregoing pleading that describe me or my conduct or that describe transactions or events in which I was a participant are true, and that the remaining averments of factual matters set forth in the foregoing pleading are true to the best of my knowledge, information, and belief. I understand that this verification is made subject to the penalties of 18 Pa.C.S.A. §4904, relating to unsworn falsification to authorities.

Stren Richard Lea  
Signature

20 AUG 2010  
Date

VERIFICATION

I, Jeffrey Boyle, am a plaintiff in this action. I hereby verify that the averments of factual matters set forth in the foregoing pleading that describe me or my conduct or that describe transactions or events in which I was a participant are true, and that the remaining averments of factual matters set forth in the foregoing pleading are true to the best of my knowledge, information, and belief. I understand that this verification is made subject to the penalties of 18 Pa.C.S.A. §4904, relating to unsworn falsification to authorities.

Jeffrey R Boyle  
Signature

August 18, 2010  
Date

VERIFICATION

I, David & Kathleen English am a plaintiff in this action. I hereby verify that the averments of factual matters set forth in the foregoing pleading that describe me or my conduct or that describe transactions or events in which I was a participant are true, and that the remaining averments of factual matters set forth in the foregoing pleading are true to the best of my knowledge, information, and belief. I understand that this verification is made subject to the penalties of 18 Pa.C.S.A. §4904, relating to unsworn falsification to authorities.

Kathleen English David H English  
Signature

8/14/10  
Date

VERIFICATION

I, Hugo E. Molina, am a plaintiff in this action. I hereby verify that the averments of factual matters set forth in the foregoing pleading that describe me or my conduct or that describe transactions or events in which I was a participant are true, and that the remaining averments of factual matters set forth in the foregoing pleading are true to the best of my knowledge, information, and belief. I understand that this verification is made subject to the penalties of 18 Pa.C.S.A. §4904, relating to unsworn falsification to authorities.

  
Signature

8/16/10  
Date

**VERIFICATION**

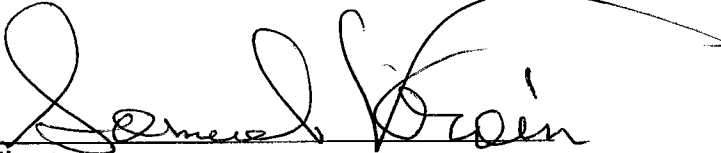
I, Johnny Im, am a plaintiff in this action. I hereby verify that the averments of factual matters set forth in the foregoing pleading that describe me or my conduct or that describe transactions or events in which I was a participant are true, and that the remaining averments of factual matters set forth in the foregoing pleading are true to the best of my knowledge, information, and belief. I understand that this verification is made subject to the penalties of 18 Pa.C.S.A. §4904, relating to unsworn falsification to authorities.

  
\_\_\_\_\_  
Signature

8/16/10  
Date

**VERIFICATION**

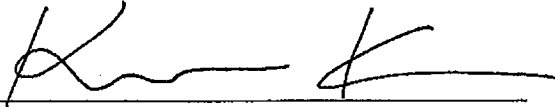
I, SAMUEL KRAIN am a plaintiff in this action. I hereby verify that the averments of factual matters set forth in the foregoing pleading that describe me or my conduct or that describe transactions or events in which I was a participant are true, and that the remaining averments of factual matters set forth in the foregoing pleading are true to the best of my knowledge, information, and belief. I understand that this verification is made subject to the penalties of 18 Pa.C.S.A. §4904, relating to unsworn falsification to authorities.

  
Signature

8/16/10  
Date

VERIFICATION

I, KONSTANTIN KOROSTIN am a plaintiff in this action. I hereby verify that the averments of factual matters set forth in the foregoing pleading that describe me or my conduct or that describe transactions or events in which I was a participant are true, and that the remaining averments of factual matters set forth in the foregoing pleading are true to the best of my knowledge, information, and belief. I understand that this verification is made subject to the penalties of 18 Pa.C.S.A. §4904, relating to unsworn falsification to authorities.

  
Signature

08/16/2010  
Date

VERIFICATION

I, Hyokjin Kwak, am a plaintiff in this action. I hereby verify that the averments of factual matters set forth in the foregoing pleading that describe me or my conduct or that describe transactions or events in which I was a participant are true, and that the remaining averments of factual matters set forth in the foregoing pleading are true to the best of my knowledge, information, and belief. I understand that this verification is made subject to the penalties of 18 Pa.C.S.A. §4904, relating to unsworn falsification to authorities.



\_\_\_\_\_  
Signature

8/13/2010

\_\_\_\_\_  
Date

VERIFICATION

I, Robert Limbacher, am a plaintiff in this action. I hereby verify that the averments of factual matters set forth in the foregoing pleading that describe me or my conduct or that describe transactions or events in which I was a participant are true, and that the remaining averments of factual matters set forth in the foregoing pleading are true to the best of my knowledge, information, and belief. I understand that this verification is made subject to the penalties of 18 Pa.C.S.A. §4904, relating to unsworn falsification to authorities.

Robert Q. Limbacher  
Signature

8/13/10  
Date

**VERIFICATION**

I, Robert Mosenkis, am a plaintiff in this action. I hereby verify that the averments of factual matters set forth in the foregoing pleading that describe me or my conduct or that describe transactions or events in which I was a participant are true, and that the remaining averments of factual matters set forth in the foregoing pleading are true to the best of my knowledge, information, and belief. I understand that this verification is made subject to the penalties of 18 Pa.C.S.A. §4904, relating to unsworn falsification to authorities.

  
\_\_\_\_\_  
Signature

Aug 13, 2010  
Date

VERIFICATION

I, George Thomas, am a plaintiff in this action. I hereby verify that the averments of factual matters set forth in the foregoing pleading that describe me or my conduct or that describe transactions or events in which I was a participant are true, and that the remaining averments of factual matters set forth in the foregoing pleading are true to the best of my knowledge, information, and belief. I understand that this verification is made subject to the penalties of 18 Pa.C.S.A. §4904, relating to unsworn falsification to authorities.

George Thomas  
Signature

08/11/2010  
Date

**VERIFICATION**

I, MIAN JAN, AMBERFEN JAN, am a plaintiff in this action. I hereby verify that the

averments of factual matters set forth in the foregoing pleading that describe me or my conduct or that describe transactions or events in which I was a participant are true, and that the remaining averments of factual matters set forth in the foregoing pleading are true to the best of my knowledge, information, and belief. I understand that this verification is made subject to the penalties of 18 Pa.C.S.A. §4904, relating to unsworn falsification to authorities.

*m. jan*

*Amberfen M. Jan*

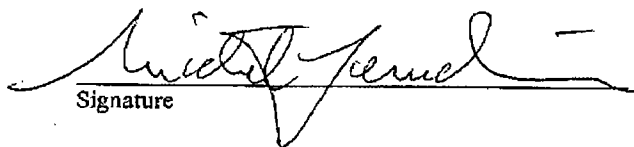
\_\_\_\_\_  
Signature

8/15/2010

Date

VERIFICATION

I, MICHEL JERUCHINA, am a plaintiff in this action. I hereby verify that the averments of factual matters set forth in the foregoing pleading that describe me or my conduct or that describe transactions or events in which I was a participant are true, and that the remaining averments of factual matters set forth in the foregoing pleading are true to the best of my knowledge, information, and belief. I understand that this verification is made subject to the penalties of 18 Pa.C.S.A. §4904, relating to unsworn falsification to authorities.

  
Signature

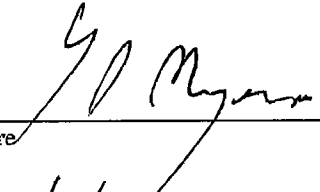
August 15, 2010  
Date

VERIFICATION

I, LOWELL D. MEYERSON, am a plaintiff in this action. I hereby verify that the averments of factual matters set forth in the foregoing pleading that describe me or my conduct or that describe transactions or events in which I was a participant are true, and that the remaining averments of factual matters set forth in the foregoing pleading are true to the best of my knowledge, information, and belief. I understand that this verification is made subject to the penalties of 18 Pa.C.S.A. §4904, relating to unsworn falsification to authorities.


Signature

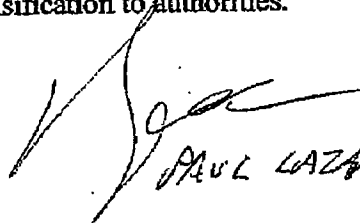
Date

  
8/11/10

**VERIFICATION**

I, DANA LAZAR + PAUL LAZAR, am a plaintiff in this action. I hereby verify that the averments of factual matters set forth in the foregoing pleading that describe me or my conduct or that describe transactions or events in which I was a participant are true, and that the remaining averments of factual matters set forth in the foregoing pleading are true to the best of my knowledge, information, and belief. I understand that this verification is made subject to the penalties of 18 Pa.C.S.A. §4904, relating to unsworn falsification to authorities.

  
Signature DANA LAZAR

  
PAUL LAZAR

8-16-10  
Date

**VERIFICATION**

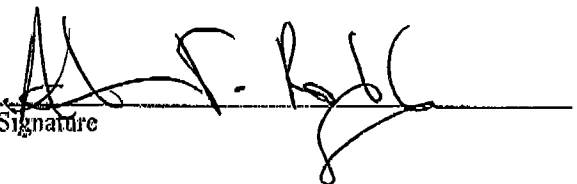
I, Paul A. Burke, trustee, am a plaintiff in this action. I hereby verify that the averments of factual matters set forth in the foregoing pleading that describe me or my conduct or that describe transactions or events in which I was a participant are true, and that the remaining averments of factual matters set forth in the foregoing pleading are true to the best of my knowledge, information, and belief. I understand that this verification is made subject to the penalties of 18 Pa.C.S.A. §4904, relating to unsworn falsification to authorities.

Paul A. Burke, trustee  
Signature

8-14-10  
Date

VERIFICATION

I, Adrian V. Rodrigo, am a plaintiff in this action. I hereby verify that the averments of factual matters set forth in the foregoing pleading that describe me or my conduct or that describe transactions or events in which I was a participant are true, and that the remaining averments of factual matters set forth in the foregoing pleading are true to the best of my knowledge, information, and belief. I understand that this verification is made subject to the penalties of 18 Pa.C.S.A. §4904, relating to unsworn falsification to authorities.

  
Signature

8/11/2010  
Date

**VERIFICATION**

I, Michael Stionstorf, am a plaintiff in this action. I hereby verify that the averments of factual matters set forth in the foregoing pleading that describe me or my conduct or that describe transactions or events in which I was a participant are true, and that the remaining averments of factual matters set forth in the foregoing pleading are true to the best of my knowledge, information, and belief. I understand that this verification is made subject to the penalties of 18 Pa.C.S.A. §4904, relating to unsworn falsification to authorities.

Michael Stionstorf  
Signature

8/12/10  
Date

VERIFICATION

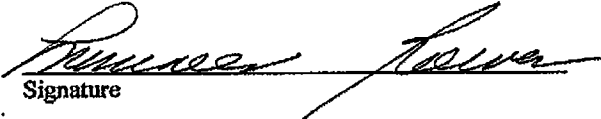
I, PAUL F.X. GALLAGHER, am a plaintiff in this action. I hereby verify that the averments of factual matters set forth in the foregoing pleading that describe me or my conduct or that describe transactions or events in which I was a participant are true, and that the remaining averments of factual matters set forth in the foregoing pleading are true to the best of my knowledge, information, and belief. I understand that this verification is made subject to the penalties of 18 Pa.C.S.A. §4904, relating to unsworn falsification to authorities.

  
Signature

August 13, 2010  
Date

**VERIFICATION**

I, MAURICE FOWARD, am a plaintiff in this action. I hereby verify that the averments of factual matters set forth in the foregoing pleading that describe me or my conduct or that describe transactions or events in which I was a participant are true, and that the remaining averments of factual matters set forth in the foregoing pleading are true to the best of my knowledge, information, and belief. I understand that this verification is made subject to the penalties of 18 Pa.C.S.A. §4904, relating to unsworn falsification to authorities.

  
Signature

8/13/10  
Date

**VERIFICATION**

I, David E. Brinson, am a plaintiff in this action. I hereby verify that the averments of factual matters set forth in the foregoing pleading that describe me or my conduct or that describe transactions or events in which I was a participant are true, and that the remaining averments of factual matters set forth in the foregoing pleading are true to the best of my knowledge, information, and belief. I understand that this verification is made subject to the penalties of 18 Pa.C.S.A. §4904, relating to unsworn falsification to authorities.



Signature

8-7-2010

Date

VERIFICATION

I, Harry and Kimberly Braundstein am a plaintiff in this action. I hereby verify that the averments of factual matters set forth in the foregoing pleading that describe me or my conduct or that describe transactions or events in which I was a participant are true, and that the remaining averments of factual matters set forth in the foregoing pleading are true to the best of my knowledge, information, and belief. I understand that this verification is made subject to the penalties of 18 Pa.C.S.A. §4904, relating to unsworn falsification to authorities.

Kimberly Braundstein  
Signature

8/10/10  
Date

HAINES & ASSOCIATES

*Attorneys for Plaintiffs*

By: Andrew A. Chirls  
Lauren A. Cates

1835 Market Street  
Suite 2420  
Philadelphia, PA 19103  
Phone: 215-246-2200  
Attorney I.D. Nos.: 35422; 200620

**PENNSYLVANIA COURT OF COMMON PLEAS  
PHILADELPHIA COUNTY**

P'TARI LLC, et. al.,	:	JUNE TERM, 2010
<i>Plaintiffs,</i>	:	
	:	No: 1730
v.	:	
	:	
TPG/P&A 2101 MARKET, L.P., et. al.,	:	
<i>Defendants.</i>	:	

**CERTIFICATE OF SERVICE**

I, Andrew A. Chirls, hereby certify that on this 30<sup>th</sup> day of August, 2010, I am causing a true and correct copy of the foregoing Complaint to be served via First Class Mail upon the following unrepresented parties:

TPG/P&A 2101 Market, L.P. 1321 Intrepid Avenue Building M-7, Suite 200 Philadelphia, PA 19112	TPG/P&A 2101 Market, LLC 1321 Intrepid Avenue Building M-7, Suite 200 Philadelphia, PA 19112
Thomas Properties Group, Inc. 2005 Market Street, Suite 3200 Philadelphia, Pennsylvania 19103	P&A Associates 1321 Intrepid Avenue Building M-7, Suite 200 Philadelphia, PA 19112
Alan Edward Casnoff 1321 Intrepid Avenue Building M-7, Suite 200 Philadelphia, PA 19112	Peter L. Shaw 1321 Intrepid Avenue Building M-7, Suite 200 Philadelphia, PA 19112

Asher R. Kahn  
2101 Market Street, Unit 3303-04  
Philadelphia, PA 19103

Asher Kahn Realty  
2101 Market Street, Unit 3303-04  
Philadelphia, PA 19103

Megan Elizabeth Orndorf Rosenberg  
910 New Market Street  
Philadelphia, PA 19123

Karen Ragan  
2101 Market Street, Unit 3303-04  
Philadelphia, PA 19103

Timothy P. Rizzo  
2101 Market Street, Unit 3303-04  
Philadelphia, PA 19103

Citi Habitats Marketing Group, LLC  
250 Park Avenue South  
11th Floor  
New York, NY 10003

NRT New York, Inc.  
1 Campus Drive  
Parsippany, New Jersey 07054

NRT New York, Inc.  
c/o Citi Habitats Marketing Group  
250 Park Avenue South

NRT New York, Inc.  
c/o Delaware Secretary of State  
Division of Corporations  
John G. Townsend Bldg.  
401 Federal Street- Suite 4  
Dover, DE 19901

NRT New York, Inc.  
c/o NRT New York, LLC  
Corporation Service Company  
2711 Centerville Road, Suite 400  
Wilmington, DE 19808

NRT New York, LLC  
1 Campus Drive  
Parsippany, New Jersey 07054

NRT New York, LLC  
Corporation Service Company  
2711 Centerville Road, Suite 400  
Wilmington, DE 19808

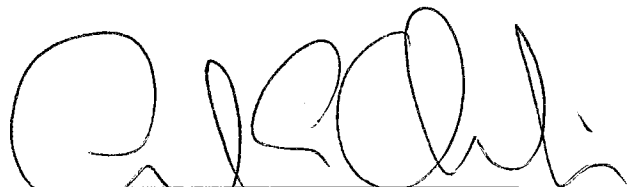
NRT New York, LLC  
c/o Corcoran Sunshine Marketing Group  
888 Seventh Ave., 39<sup>th</sup> Floor  
New York, NY 10106

NRT New York, LLC  
c/o Citi Habitats Marketing Group  
250 Park Avenue South  
11<sup>th</sup> Floor  
New York, NY 10003

Stonehenge Advisors, Inc.  
1321 Intrepid Avenue, Suite 400, Building M7  
Philadelphia, PA 19112

Stonehenge-Murano, Inc.  
1321 Intrepid Avenue  
Building M-7, Suite 400  
Philadelphia, PA 19112

SearchTec Abstract, Inc.  
314 North 12<sup>th</sup> Street  
Suite 100  
Philadelphia, PA 19107



ANDREW A. CHIRLS