

**IN THE COURT OF COMMON PLEAS OF
FAYETTE COUNTY, PENNSYLVANIA**

COMMONWEALTH OF PENNSYLVANIA,
By MICHELLE A. HENRY,
ATTORNEY GENERAL,

CIVIL DIVISION
EQUITY

Plaintiff,

No. 1827 of 2023 (60)

v.

JOSEPH F. JOHN and
JOSEPH F. JOHN II

**MOTION FOR
EX PARTE PRELIMINARY
INJUNCTION**

Defendants.

2023 SEP 15 AM 8:04

Filed on Behalf of Plaintiff:

COMMONWEALTH OF
PENNSYLVANIA

MICHELLE A. HENRY
ATTORNEY GENERAL

Counsel of Record for this Party:

Susan A. Apel
Senior Deputy Attorney General
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Defendants.

**COMMONWEALTH'S MOTION FOR EX PARTE
PRELIMINARY INJUNCTION**

The Commonwealth of Pennsylvania by its Attorney General, Michelle A. Henry, acting in her capacity as *parens patriae* ("Commonwealth") moves this Court for *ex parte* relief in the form of a preliminary injunction against Defendants, Joseph F. John and Joseph F. John II (together with Defendant Joseph F. John, "Defendants") pursuant to Pa.R.C.P. 1531(a) and in support thereof represents the following:

1. Immediately preceding the filing of this Motion for Ex Parte Preliminary Injunction, the Commonwealth filed a Complaint with this Court, the allegations of which are incorporated by reference herein. The Complaint alleges violations of the *Loan Interest and Protection Law*, 41 P.S. § 101 *et seq.*, and the *Unfair Trade Practices and Consumer Protection Law*, 73 P.S. § 201-1, *et seq.*, among other laws, by Defendants in connection with

“rent to own” contracts captioned as “Lease with Option to Purchase” (“Rent to Own”) and leases for homes owned by Defendants that do not involve an option to purchase (“Ordinary Leases”), in Greene and Fayette counties.

2. Pa. R.C.P. 1351(a) provides that “A court shall issue a preliminary or special injunction only after written notice and hearing unless it appears to the satisfaction of the court that immediate and irreparable injury will be sustained before notice can be given or a hearing held, in which case the court may issue a preliminary or special injunction without a hearing or without notice. In determining whether a preliminary or special injunction should be granted and whether notice or a hearing should be required, the court may act on the basis of the averments of the pleadings or petition and may consider affidavits of parties or third persons or any other proof which the court may require.”

3. Based upon the allegations in the Complaint, and the three consumer affidavits attached hereto, the Commonwealth believes that consumers will suffer immediate and irreparable injury unless limited ex parte injunctive relief is granted by this Court as follows: (a) permitting consumers to pay amounts owed under Ordinary Lease or Rent to Own contracts by check or money order sent to Defendant Joseph F. John’s home instead of delivering payments in person in cash to the home as required by the Rent to Own Contracts and Ordinary Leases; (b) prohibiting Defendants from going to or entering any homes subject to any Rent to Own or Ordinary Lease contracts without prior express request of occupants, except in the event of extreme emergency (such as fire or burst water pipes) and (c) prohibiting Defendants from requesting or demanding that consumers depart their homes, or initiating legal action to evict or eject consumers, except with prior approval of this Court.

4. The Commonwealth believes that the relief requested in Paragraph 3(a) is necessary because, as described in the Complaint, all consumers living under Ordinary Lease or Rent to Own contracts are required to pay all amounts due to Defendants in person in cash at defendant Joseph F. John's home at 104 Hunting Hills Road, Greensboro, Pennsylvania. The Complaint explains that it is difficult for many consumers to make payments in person at Defendant's home, due to disability, the cost of driving, fear of personal harm due to the open display of weapons at the home, and/or sexual harassment suffered by female consumers at the home. Even prior to the filing of the Complaint, Defendant Joseph John made a point of prominently displaying a gun to consumers who must go to his house to pay their rent, and harassing women who must go to his home to pay every month. Those demonstrations of aggression will likely be exacerbated by the filing of the Complaint. The Commonwealth is thus seeking a preliminary injunction permitting consumers to pay by check or money order sent to Defendant Joseph F. John's home instead. Attached hereto are three consumer affidavits: one of Todd C. Endsley (who is currently living under a Rent to Own contract in a home owned by Joseph F. John), one signed by Jennifer Miner (who lived in a home owned by Joseph F. John for two years under an Ordinary Lease); and one signed by Mark Sanders (who is the son of a woman who has been living in a home owned by Joseph F. John II for over 12 years under an Ordinary Lease). All three Affidavits explain how it is likely that payment in person at Defendant Joseph F. John's home will become more difficult and dangerous as a result of filing the Complaint.

5. As described in the Complaint, some consumers have experienced unexpected, unannounced visits to their homes by Defendant Joseph F. John (as described in the Affidavit of Jennifer Miner, Affidavit of Todd C. Endsley and Affidavit of Mark Sanders attached

hereto), and the Commonwealth understands that the existence of the instant lawsuit is likely to render Defendants more likely to visit tenant homes searching for “accusers” (see Affidavit of Todd C. Endsley paragraphs #18 and #19), and causing consumers to fear even more unexpected encounters at their homes. Thus, the Commonwealth is seeking an injunction prohibiting Defendants from going to any homes subject to any Rent to Own or Ordinary Lease contracts without prior express request of occupants, other than in an emergency situation.

6. Finally, consumers have expressed fear that anger over the instant litigation might cause Defendants to seek to evict or eject consumers from their homes, as described in all three Affidavits attached hereto. Thus, the Commonwealth is seeking an injunction prohibiting Defendants from requesting or demanding that consumers depart their homes, or initiating legal action to evict or eject consumers, except after obtaining approval of this Court. The Commonwealth would not object to any such eviction or ejection if Defendants demonstrate material violation of consumers’ Ordinary Lease or Rent to Own contracts.

7. As described above, the irreparable harm to consumers if the requested ex parte injunction is not entered is real. As set forth in the Affidavit of Todd C. Endsley attached hereto, Defendant Joseph F. John has talked of retaliating against those “accusers” who caused the state and federal investigations of his business, and the filing of an actual lawsuit will make it even more likely that he will want to go after the “accusers.”

8. On the other hand, the harm to Defendants from imposing these requested injunctive measures is minimal. Defendants will still receive all amounts required to be paid to them under their Rent to Own contracts or Ordinary Leases, and they will still be able to evict or eject consumers who have breached their contracts, with leave of Court. And a restraint on

entering tenant homes except at the request of a tenant or to address emergency situations is hardly an imposition on Defendants – as landlords this should be their customary practice, consistent with the doctrine of quiet enjoyment.

9. In sum, immediate and irreparable harm will occur without the entry of an ex parte injunction.¹

10. As described above and in the Complaint and in the attached Affidavits, the six prerequisites required under case law for the entry of a preliminary injunction are also met here.²

¹ See, e.g., *Chruby v. Department of Corrections*, 4 A.3d 764, 770 (Pa.Cmwlth. 2010) (finding that Pa.R.C.P. 1531(a) authorized common pleas court to issue an ex parte preliminary injunction where it appeared to the court's satisfaction that Chruby would suffer immediate and irreparable injury); *Greater Nanticoke Area Educ. Ass'n v. Greater Nanticoke Area School District*, 938 A.2d 1177, 1182 (Pa. Cmwlth. 2007)(finding that trial court had authority to issue preliminary injunction where it appeared to the court's satisfaction, based on plaintiff's averments, that plaintiff would suffer immediate and irreparable injury before full hearing could be held).

² The six (6) prerequisites of the preliminary injunction are as follows:

- 1) that the injunction is necessary to prevent immediate and irreparable harm that cannot be adequately compensated by damages;
- 2) that greater injury would result from refusing an injunction than from granting it, and, concomitantly, that issuance of an injunction will not substantially harm other interested parties in the proceedings;
- 3) that a preliminary injunction will properly restore the parties to their status as it existed immediately prior to the alleged wrongful conduct;
- 4) that the activity it seeks to restrain is actionable, that its right to relief is clear, and that the wrong is manifest, or, in other words, must show that it is likely to prevail on the merits;
- 5) that the injunction it seeks is reasonably suited to abate the offending activity; and
- 6) that a preliminary injunction will not adversely affect the public interest.

11. The discussion above explains why the first prerequisite, that the injunction is necessary to prevent immediate and irreparable harm that cannot be adequately compensated by damages, is met, and the second prerequisite, that greater injury would result from refusing the requested injunction than from granting it and that issuance will not substantially harm Defendants. As to prerequisite #3, that the injunction will restore the parties to status quo – if the injunction is issued, Defendants will still be paid and can still sue for eviction (after receiving approval of this Court). The injunction would prohibit Defendants from visiting tenants' properties unannounced but this prohibition is entirely consistent with Defendants' own Rent to Own and Ordinary Lease contracts (forms of which are attached to the Complaint). The Rent to Own contract utilized by Defendants does not permit Defendants to access the property at all, and the Ordinary Lease contract permits such access only upon "reasonable notice." So the injunctive prohibition requested by the Commonwealth is only slightly more restrictive than that which is in Defendants' own contracts.³

12. Prerequisite #4 requires that there is a likelihood that the Commonwealth will prevail on the merits. Pa.R.C.P. 1531(a) instructs that the Court may accept the averments of the Complaint for purposes of determining to enter a preliminary injunction, and the averments of the Complaint certainly support a right to relief.

Brayman Const. Corp. v. Dep't of Transp., 13 A.3d 925, 935 (Pa. 2011);
Warehime v. Warehime, 580 Pa. 201, 209, 860 A.2d 41, 46-47 (Pa. 2004);
Summit Towne Centre Inc. v. Shoe Show of Rocky Mount, Inc., 573 Pa. 637, 647
(Pa.2003).

³ See Ordinary Lease attached at Exhibit A to Complaint, Paragraph 9, which provides "The LANDLORD can enter the property at reasonable times upon notice to the tenant. The LANDLORD can enter the property to inspect it, make repairs, alterations or improvements, supply services, or, show the property to prospective buyers, lenders, contractors, insurers or tenants. In CASE OF EMERGENCY, the LANDLORD CAN ENTER THE PROPERTY AT ANY TIME WITHOUT NOTICE TO THE TENANT."

13. Prerequisite #5 requires that the injunction is reasonably suited to abate the offending activity. This element is satisfied given that the injunction requested by the Commonwealth is narrowly tailored and limited in scope to protect consumers from direct confrontations with Defendants and from being wrongfully removed from their homes. In *ex. Rel. Costa v. Boley*, 441 Pa.495 (1971), an *ex parte* injunction prohibiting Defendants from violating “all other laws of the Commonwealth” was reversed because, among other things, it was overly broad. *Id.* at 500. The injunction sought by the Commonwealth in this case is, in contrast, only as broad as necessary to protect consumers. And finally, with respect to prerequisite #6, the requested injunction is to promote the public interest, and is certainly not adverse to it.

WHEREFORE, the Commonwealth respectfully requests that this Honorable Court grant the Commonwealth’s Motion for Ex Parte Preliminary Injunction and enter an Order:

(a) permitting consumers to pay by check or money order sent to Joseph F. John’s home instead of delivering it in person in cash (as required by the Rent to Own and Ordinary Lease agreements);

(b) prohibiting Defendants from going to or entering any homes subject to any Rent to Own or Ordinary Lease contracts without prior express request of occupants, except in the event of extreme emergency (such as fire or burst water pipes);

(c) prohibiting Defendants from requesting or demanding that consumers depart their homes, or initiating legal action to evict or eject consumers, except with prior approval of this Court;

(d) pursuant to Pa.R.C.P. 1531(d), setting a date certain, within five (5) days of entry of an *ex parte* injunction, on which to conduct a hearing to determine whether the instant *ex parte*

injunctive relief should be dissolved or continued preliminarily until an ultimate disposition on the Commonwealth's action is determined by this Court; and

(e) ordering any other equitable relief that the Court deems necessary and appropriate.

Respectfully Submitted,

COMMONWEALTH OF PENNSYLVANIA

MICHELLE A. HENRY

Attorney General

Date:

9/12/23

By:



Susan A. Apel I.D. 50597

Senior Deputy Attorney General

OFFICE OF ATTORNEY GENERAL

1251 Waterfront Place

Pittsburgh, PA 15222

(412) 965-2578

COMMONWEALTH OF PENNSYLVANIA :
:
COUNTY OF FAYETTE :

AFFIDAVIT OF TODD C. ENDSLEY

1. I live at 548 Summit Street, Ralph PA 15443, in a house owned by Joseph F. John.
2. I live there under a "Lease With Option to Purchase Agreement" that my wife Linda Endsley and I signed in October, 2020 (the "Agreement"). Our goal at that time was to own the house, and that is still our goal.
3. When we signed the Agreement, Mr. John made no disclosures about maintenance problems and repairs that were required on the house. I later learned that as part of a lawsuit about the house that occurred before we moved in, he had an appraisal and knew of all the problems, but did not tell us.
4. When we moved into the house, it had an unusable kitchen (broken cabinets, plywood countertops and no appliances) and the plumbing was bad -- everything leaked. In fact, we replaced the kitchen, all the plumbing and ductwork in the house after we moved in.
5. We renovated the bathroom, and repaired the heating and electrical systems. The house has also tested positive for mold.
6. Mr. John has repeatedly told us that we are responsible for all repairs since we are buying the home and so we knew we had to bear all the costs to make the home habitable.
7. I made all these repairs using our life savings, except that Habitat for Humanity partially assisted us with the new kitchen cabinets.
8. When we signed the Agreement, we paid \$5250 toward the \$35,000 purchase price, leaving a balance of \$29,750. The Agreement requires us to pay \$500 per month, "cash in hand to be paid at Lessors place of residence, 104 Hunting Hills Rd. Greensboro Pa. 15338."
9. The Agreement says that "The interest rate 1% per month of the purchase price shall be subtracted from the payment, the remainder to be subtracted from the purchase price."
10. "The Agreement also states that we "assumes payment of all taxes and assessments levied upon said lot during the term of this agreement . . ."
11. The Agreement does not say the taxes must be paid in cash, or at Mr John's house, but Mr. John requires that the taxes be paid in cash at his house. He never has given me a tax bill and usually provides no advance warning. When I arrive to pay the monthly payment, he will say "you also owe me XX dollars for taxes." Then I have to scramble to come up with the


money but I have always paid him what he asks.

12. We have paid \$500 a month every month since the contract began. But it is difficult for us to pay in person at Mr. John's house.
13. Mr. John's house is 18 miles from our home. I am disabled so it is very difficult physically for me to pay Mr. John at his residence, not to mention the cost of driving 38 miles round trip every month.
14. Also, we have to call in advance to get permission to take the cash to his house. Sometimes we will call repeatedly and no one answers. Once we just stopped by his house with the cash (without being cleared in advance) but no one would answer the door, even though there were two cars in the driveway.
15. Every time I go to Mr. John's house to pay, there is a gun very noticeably setting on the coffee table. It is threatening. Sometimes it is in a different position on the table, but it is always there. He also makes me take my shoes off and sit in a designated place. I am often there for an hour or more until Mr. John releases me.
16. My wife Linda, who is on the Agreement with me, is also disabled. In May, 2021, she went to Mr. John's house to deliver the cash payment when I was sick and could not go. However, when she came back saying that Mr. John spoke to her lewdly and inappropriately, she did not want to go back. I did not want her to go back.
17. In October, 2022, I went to Mr. John's house to pay the monthly payment and Mr. John told me that the Attorney General and the Justice Department are investigating him. He said that, because of this investigation, I do not have a rent to own contract anymore, only a month to month lease. I told him, "no, that is not right, under my contract I am trying to get title to my home." He also told me at that time that "if they do anything to me, I'll put everything I own into my son's and girlfriend's name." He seemed very upset about the investigations.
18. In November, 2022, Mr. John spoke again to me about the investigation by the Attorney General. He insisted again that I was "renting not buying." He said he was going to find out who "turned him in" and he will take care of "his accuser."
19. After November, 2022, Mr. John has repeatedly brought the investigations up. For example, In April, 2023, when I paid the rent, he asked me if I had been visited by the Government investigators. He said he wants to find out who is talking to the Government so he can "face them."
20. Since June, 2023, I have had a disagreement with Mr. John regarding whether or not I paid the April payment and whether or not I owe late fees. He believes that I am one month behind, but I am not. When I pay, I do not get a typical receipt like I get when I buy products or services at other commercial businesses. Instead, only after I ask, Mr. John will give me a scrap of paper with the date, address and amount written on it. There is never any

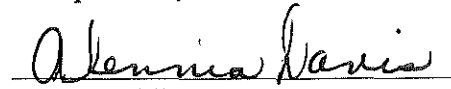
statement of account showing cumulative payments. I do not believe I am a month behind.

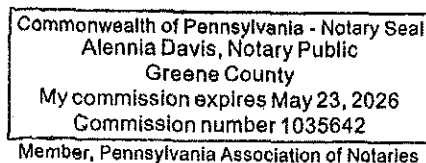
21. In June, 2023, we went to legal aid to obtain representation regarding Mr. John's claim that we are a month behind. We were advised by the legal aid attorney to start sending our monthly payments by certified mail to Mr. John's address, instead of delivering them in person.
22. We paid the July and August payments in the manner recommended by legal aid (money order sent via certified mail). We were concerned when Mr. John did not sign for the certified mail and the July payment money order was returned to us by the post office.
23. On August 5, 2023, Mr. John arrived at our house in his truck. I saw him pull up and went outside. He told us that his attorney is "coming after us" because we are late on our monthly payments. I showed him the certified letter with the money order inside that I sent to him in July but that was not delivered because he would not sign for it. He refused to take the money order from me. He did go the post office and sign for the certified letter and money order sent in August.
24. I am already very uncomfortable going to Mr. John's house to pay my monthly payments, because of the gun and how trapped I feel when I am there. If a lawsuit is filed against Mr. John, I am even more concerned that he will act inappropriately, or even hurt me physically, if I go to his home to pay my monthly payments.
25. I am also worried that if a lawsuit is filed, Mr. John will seek to evict me. He has already told me that, because of the investigation, I no longer have a rent to own contract, even though there is no basis for him to say this. I am afraid that if a lawsuit is filed, he will actually file an eviction against me.

I have read and understand the foregoing statements and verify that the statements set forth above are true and correct to the best of my knowledge, information and belief.


Todd C. Endsley

Sworn to and subscribed
before me this 6 day
of September, 2023.


Notary Public



COMMONWEALTH OF PENNSYLVANIA:

:

COUNTY OF FAYETTE

:

AFFIDAVIT OF JENNIFER MINERD

1. I currently live at 575 Allison Ave., #62, Allison PA 15413.
2. I lived in a home owned by Joseph John at 349 High House Road, Leckrone PA from October 2017 until approximately December 2019. I lived there under a "Residential Lease Agreement" with Mr. John (the "Lease"). I lived there with my son.
3. When the Lease began, I was required to pay first and last month's rent, plus a security deposit. After that, I always paid my rent on time.
4. The home was in terrible condition. While I lived there, the floor in front of the washer gave way while I was standing on it, and I fell through the floor. The toilet broke. We had a broken water pipe in the basement, and the floor flooded. The gutters overflowed. Joseph John refused to fix the broken floor, or any of these maintenance issues. In order to live there, we had to fix the broken pipes and clogged gutters and toilet ourselves using our own money, so since Joseph John failed to fix these problems.
5. The property was infested with rodents and the problem became worse and worse. There were mice everywhere. Joseph John did nothing to eradicate the rodents.
6. The Lease required me to pay rent in cash in person at Joseph John's home (104 Hunting Hills Road, Greensboro PA). I did not realize that I had to pay the rent in person in cash at his house until I went to the rental house to meet Joseph John and sign the Lease (someone else had shown the rental house to me). My son and I needed a place to live - I was recently divorced and we had been living with my uncle. I was able to move into 349 High House Road quickly. So I signed the Lease.
7. When I went to pay the rent at Joseph John's home, he made me very uncomfortable. Mr. John would ask me to sit next to him on the couch, but I would sit in a chair. He regularly talked to me about sexual matters, and spoke about male body parts. Some of the comments he made were hard to forget. For example, I clearly remember that once he said to me, "When you come over, bring your toothbrush. You don't have to bring clothes."
8. I would frequently be at Joseph John's house for at least an hour when I had to go there to pay the rent in cash, waiting for a receipt. Eventually he would give me a receipt in

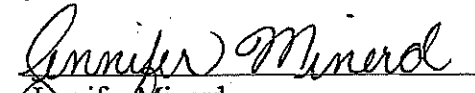
the form of a scrap of paper with the date and amount paid hand-written on it.

9. I was so uncomfortable that I began to ask my ex-father in law to go with me to pay the rent. Mr. John still made inappropriate comments in his presence but it made me feel more safe to have my father-in-law with me. Once I took my teenage son with me to pay the rent when my father-in-law was not able to go, and Joseph John said "If I had known you were bringing a body guard I wouldn't have turned the heater on in the bedroom for you." I remember this particular comment because it upset my son.
10. When I went to Joseph John's house, he always had at least one gun sitting on the table. Occasionally he would load the gun in front of me. It made me very uncomfortable.
11. After I had been living in the house at 349 High House Road for about a year, Joseph John came into my house unannounced while I was there. After that, he would show up unannounced on other occasions. He did this each time without calling in advance. When I asked why he was there he said he was there to "check on things." The worst time was when he arrived at my house about 10 PM and walked up the stairs when I was just getting out of the shower.
12. I was uncomfortable going to Joseph John's house and I did not want him to come to my house unannounced, particularly late at night. And the constant presence of his gun when I was paying my rent made me nervous.
13. In December of 2019, Joseph John called me and made comments of a sexual nature to me. I was so upset that I told him that he was a "pervert" and that I was going to turn him in for sexual harassment. One week later, I got a notice that he had sued me for eviction, saying I owed \$2,936.86, even though my rent was paid up.
14. I could not afford a lawyer to fight the eviction. I went to the hearing in January, 2020. I am unfamiliar with court proceedings and I was not clear as to what was happening. The Magistrate did not enter judgment for the \$2,936 that Joseph John claimed I owed, but he did enter judgment for one month's rent of \$550 (plus filing fees), which I did not understand. I never received my security deposit back, nor did I receive any written (or verbal) explanation for why it was retained by Joseph John.
15. I did not appeal the Magistrate's ruling because I could not afford a lawyer and because I preferred not to deal with Joseph John, due to the conduct described above. I was able to find another place to live.
16. I felt unsafe going to his home and dealing with Joseph John. I feel that he became angry at me and sued to evict me to retaliate after I told him I was uncomfortable with his sexual advances and comments relating to sexual matters.

17. If litigation is filed by the Attorney General against Joseph John, based on my knowledge of his behavior, I predict that he would retaliate against any people living in his homes if he believes they spoke with or complained to the Attorney General, by harming them physically or trying to evict them.

18. Based on my experience, it is already unsafe to go to 104 Hunting Hills Road to pay rent and it will be more unsafe for tenants to go to 104 Hunting Hills Road, or to have any contact with Joseph John, if a lawsuit is filed against Joseph John. I believe that he is capable of trying to harm, or otherwise to retaliate against, anyone who he is angry with.

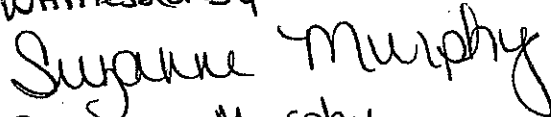
I have read and understand the foregoing statements and verify that the statements set forth above are true and correct to the best of my knowledge, information and belief.


Jennifer Minerd

1. Sworn to and subscribed
before me this ____ day
of September, 2023.

Notary Public

witnessed by


Suzanne Murphy

9-5-2023.

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF CRAWFORD

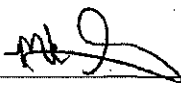
AFFIDAVIT OF MARK SANDERS

1. My name is Mark Sanders. I currently live in Meadville, PA.
2. For several years I lived with my mother (Jacqueline Sanders) and brother in a home at 230 Titus Street, Bobtown PA 15315. My mother has lived there since 2008 or 2009 under a lease arrangement with the owner, Joseph John. She still lives there. I moved out about six years ago.
3. My mother signed a written lease for the home when she moved in. At one point, my name was on the lease. For reasons that I do not know, in April, 2023, Joseph John asked my mother to sign a new "Residential Lease Agreement" for the home, and she signed it.
4. The house is and has always been in terrible condition. For example, once while I was living there, the electricity was shut off by the authorities because it was not safe. Joseph John did eventually pay for the repairs, but he made us wait 4-5 months before repairing the electric wires and box. During that period, we had no electricity. We used kerosene. It was wintertime. We asked our neighbors to allow us to run an extension cord to their home. We could not power the electric stove or hot water tank and so we had to go to relatives' homes to shower and had to cook outside during the winter. It was miserable. Finally, the repair work was completed, but Joseph John would not pay for an inspection so I had to pay approximately \$70 for the authorities to inspect it so the power could be turned on. After the inspection, Joseph John ripped out a copper grounding wire and replaced it with one that was not compliant with code.
5. Joseph John would not replace the furnace or hot water tank, although the furnace and hot water tank in the home did not work. He told my mother to call the Green County Assistance Office and get a new furnace and hot water tank through a program for low-income consumers. Eventually a new furnace and hot water tank was installed for no charge by contractors to the Green County Assistance Office into 230 Titus Street, Bobtown, PA, because of my mother's application for assistance.

6. A few years ago, my mother needed a new fuel tank. Joseph John refused to pay for it, telling her to also get it from public assistance. She could not obtain one in this manner, and we had to buy a used fuel tank from a family member.
7. At another time, my mother was sleeping and ceiling tiles fell onto her. Joseph John said he would not replace them, she should just rip them out. And so she had no choice but to do that and live in a room without ceiling tiles. Another time a window blew out during high winds and Joseph John refused to replace it. He told my mother just to buy some plexiglass and nail it over the opening.
8. Joseph John will regularly go to my mother's home at 230 Titus Street and walk in, without calling in advance or even knocking. He just uses his key and walks in. Once he threatened to shoot my mother's little dogs (Chihuahuas) because they were barking. If he would call in advance to say he is coming, we would be able to put the dogs in another room. But he just walks in unannounced without even knocking, so we cannot do this.
9. My mother has always been required to pay rent every month at Joseph John's house, 104 Hunting Hills Road, in cash, since she started living there. She hates going to Joseph John's house because she is afraid of him and he makes inappropriate comments to her. It is also difficult for her to drive there every month, because she has COPD and kidney failure, and the trip to and from his house is difficult due to these health problems.
10. Joseph John says things of a sexual nature to my mother. For example, he says things to her like "If you would lose some weight I would bang you." He constantly tells her who she should vote for and asks her how she voted. It makes her very uncomfortable. When she goes to Joseph John's house to pay in cash, she has to wait for him to give her a receipt. When he does, it is just hand-scrawled on a scrap of paper.
11. When I lived in the house, my mom wanted me to go with her to pay the rent. Sometimes I did go with her, but I also hated going there. Joseph John always displays a gun on his coffee table when we are there paying the rent. Sometimes it is in a different position but it is always there. He boasts about hurting people – once he told me that he threw someone through the front window of my mom's home. He has boasted several times to me about shooting someone. In fact, he has warned my mom and me not to go to his house to pay after dark because we might get shot.
12. My mother is afraid to speak with the Attorney General about Joseph John because she is afraid that Joseph John will retaliate by trying to evict her, even though she has been in the house for over 13 years and always pays her rent on time.

13. I am afraid that if I sign this Affidavit, and Joseph John finds out that I spoke with the Attorney General to support their lawsuit, Joseph John will retaliate against my mom and try to evict her, hurt her physically, and/or make her even more anxious and scared when she goes to pay the rent at his house. But I am going forward in the hopes that a lawsuit filed by the Attorney General would make her life better.

I have read and understand the foregoing statements and verify that the statements set forth above are true and correct to the best of my knowledge, information and belief.


9/12/23
Mark Sanders

Witness:  9/12/23
Larry D. Powell Jr.

**IN THE COURT OF COMMON PLEAS OF
FAYETTE COUNTY, PENNSYLVANIA**

COMMONWEALTH OF PENNSYLVANIA,
By MICHELLE A. HENRY,
ATTORNEY GENERAL,

CIVIL DIVISION
EQUITY

No.

Plaintiff

v.

JOSEPH F. JOHN
JOSEPH F. JOHN II

**MOTION FOR
EX PARTE PRELIMINARY
INJUNCTION**

Defendants

ORDER

AND NOW, this _____ day of _____, 2023, upon consideration of the Motion for Ex Parte Preliminary Injunction filed by the Commonwealth of Pennsylvania, and upon determining that immediate and irreparable injury will be sustained if the Petition is not granted, it is hereby **ORDERED AND DECREED** that such Petition is hereby granted. It is further ordered that:

(a) persons living in homes owned by Defendants pursuant to rent to own contracts or residential lease contracts between Defendants and such persons may pay Defendants all amounts owing under such contracts by check or money order mailed to Joseph F. John's home (and need not be personally delivered in cash to Defendant Joseph F. John's home);

(b) Defendants may not go to or enter any homes that are occupied by persons under rent to own contracts or residential lease contracts without prior express request of such persons,

except in the event of extreme emergency (such as fire or burst water pipes);

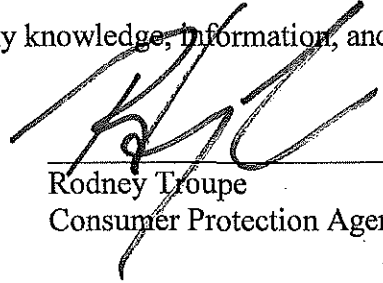
(c) Defendants may not request or demand that persons living in homes subject to rent to own or residential lease contracts depart their homes, and Defendants may not initiate legal action to evict or eject consumers, in either case except with prior approval of this Court; and

(d) a hearing shall be held by this Court on _____ [date] at _____ o'clock to determine whether the above injunctive relief should be dissolved or continued preliminarily until an ultimate disposition on the Commonwealth's action is determined by this Court.

_____, J.

VERIFICATION

I, Rodney Troupe, being duly sworn according to law, hereby state that I am a Consumer Protection Agent with the Office of Attorney General, Bureau of Consumer Protection, Pittsburgh Regional Office, and that I am authorized to make this verification on behalf of the Plaintiff, and that the facts in the foregoing *Motion for Preliminary Ex Parte Injunction* are true and correct to the best of my knowledge, information, and belief.



Rodney Troupe
Consumer Protection Agent

CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts* that require filing confidential information and documents, differently than non-confidential information and documents.

Submitted by: Susan Apel
Signature: [Handwritten Signature]
Name: _____
Attorney No. (if applicable) 50597

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing Motion for Ex Parte Preliminary Injunction was served on September 13, 2023 upon the following:

By first class mail and overnight mail:

Joseph F. John
104 Hunting Hills road
Greensboro, PA 15338

Joseph F. John II
116 Hunting Hills Road
Greensboro, PA 15338

