

# Supreme Court of Pennsylvania

## Court of Common Pleas Civil Cover Sheet

Lancaster County

<i>For Prothonotary Use Only:</i>	TIME STAMP
Docket No: <b>25-00133</b>	

The information collected on this form is used solely for court administration purposes. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

SECTION A

<b>Commencement of Action:</b>	
<input checked="" type="checkbox"/> Complaint	<input type="checkbox"/> Writ of Summons
<input type="checkbox"/> Transfer from Another Jurisdiction	<input type="checkbox"/> Petition
	<input type="checkbox"/> Declaration of Taking
Lead Plaintiff's Name: Mark Schnurman	Lead Defendant's Name: Sean Kelly
Are money damages requested? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Dollar Amount Requested: (check one) <input type="checkbox"/> within arbitration limits <input checked="" type="checkbox"/> outside arbitration limits
Is this a <i>Class Action Suit</i> ? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Is this an <i>MDJ Appeal</i> ? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Name of Plaintiff/Appellant's Attorney: <u>Eric J. Warner, Esq.</u>	
<input type="checkbox"/> Check here if you have no attorney (are a Self-Represented [Pro Se] Litigant)	

SECTION B

**Nature of the Case:** Place an "X" to the left of the ONE case category that most accurately describes your **PRIMARY CASE**. If you are making more than one type of claim, check the one that you consider most important.

<p><b>TORT</b> (do not include Mass Tort)</p> <input type="checkbox"/> Intentional <input type="checkbox"/> Malicious Prosecution <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Nuisance <input type="checkbox"/> Premises Liability <input type="checkbox"/> Product Liability (does not include mass tort) <input checked="" type="checkbox"/> Slander/Libel/Defamation <input type="checkbox"/> Other: _____	<p><b>CONTRACT</b> (do not include Judgments)</p> <input type="checkbox"/> Buyer Plaintiff <input type="checkbox"/> Debt Collection: Credit Card <input type="checkbox"/> Debt Collection: Other _____ <input type="checkbox"/> Employment Dispute: Discrimination <input type="checkbox"/> Employment Dispute: Other _____ <input type="checkbox"/> Other: _____	<p><b>CIVIL APPEALS</b></p> Administrative Agencies <input type="checkbox"/> Board of Assessment <input type="checkbox"/> Board of Elections <input type="checkbox"/> Dept. of Transportation <input type="checkbox"/> Statutory Appeal: Other _____ <input type="checkbox"/> Zoning Board <input type="checkbox"/> Other: _____
<p><b>MASS TORT</b></p> <input type="checkbox"/> Asbestos <input type="checkbox"/> Tobacco <input type="checkbox"/> Toxic Tort - DES <input type="checkbox"/> Toxic Tort - Implant <input type="checkbox"/> Toxic Waste <input type="checkbox"/> Other: _____	<p><b>REAL PROPERTY</b></p> <input type="checkbox"/> Ejectment <input type="checkbox"/> Eminent Domain/Condemnation <input type="checkbox"/> Ground Rent <input type="checkbox"/> Landlord/Tenant Dispute <input type="checkbox"/> Mortgage Foreclosure: Residential <input type="checkbox"/> Mortgage Foreclosure: Commercial <input type="checkbox"/> Partition <input type="checkbox"/> Quiet Title <input type="checkbox"/> Other: _____	<p><b>MISCELLANEOUS</b></p> <input type="checkbox"/> Common Law/Statutory Arbitration <input type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Mandamus <input type="checkbox"/> Non-Domestic Relations Restraining Order <input type="checkbox"/> Quo Warranto <input type="checkbox"/> Replevin <input type="checkbox"/> Other: _____
<p><b>PROFESSIONAL LIABILITY</b></p> <input type="checkbox"/> Dental <input type="checkbox"/> Legal <input type="checkbox"/> Medical <input type="checkbox"/> Other Professional: _____		

## NOTICE

**Pennsylvania Rule of Civil Procedure 205.5. (Cover Sheet) provides, in part:**

**Rule 205.5. Cover Sheet**

(a)(1) This rule shall apply to all actions governed by the rules of civil procedure except the following:

- (i) actions pursuant to the Protection from Abuse Act, Rules 1901 et seq.
- (ii) actions for support, Rules 1910.1 et seq.
- (iii) actions for custody, partial custody and visitation of minor children, Rules 1915.1 et seq.
- (iv) actions for divorce or annulment of marriage, Rules 1920.1 et seq.
- (v) actions in domestic relations generally, including paternity actions, Rules 1930.1 et seq.
- (vi) voluntary mediation in custody actions, Rules 1940.1 et seq.

(2) At the commencement of any action, the party initiating the action shall complete the cover sheet set forth in subdivision (e) and file it with the prothonotary.

(b) The prothonotary shall not accept a filing commencing an action without a completed cover sheet.

(c) The prothonotary shall assist a party appearing pro se in the completion of the form.

(d) A judicial district which has implemented an electronic filing system pursuant to Rule 205.4 and has promulgated those procedures pursuant to Rule 239.9 shall be exempt from the provisions of this rule.

(e) The Court Administrator of Pennsylvania, in conjunction with the Civil Procedural Rules Committee, shall design and publish the cover sheet. The latest version of the form shall be published on the website of the Administrative Office of Pennsylvania Courts at [www.pacourts.us](http://www.pacourts.us).

IN THE COURT OF COMMON PLEAS OF LANCASTER COUNTY, PENNSYLVANIA  
**PROTHONOTARY  
CIVIL COVER SHEET**

PLEASE LIST NAMES AND ADDRESSES OF ADDITIONAL PARTIES ON A SEPARATE SHEET.

ALL PARTY INFORMATION IS REQUIRED INCLUDING ZIP CODES. ALL PARTY INFORMATION MUST MATCH THE PLEADING. PLEASE DO NOT STAPLE THE COVER SHEET TO THE PLEADING. IF AN EVENT NEEDS TO BE SCHEDULED, A CAO SCHEDULING COVER SHEET MUST ALSO BE ATTACHED.

**For Prothonotary Use Only:**

**DOCKET No: CI -**

TYPE OF ACTION: Mark Schnurman, et al. v. Sean Kelly, et al.

**PARTY INFORMATION**

PLAINTIFF'S NAME: Mark Schnurman & The Perfect Franchis, LLC

DEFENDANT'S NAME: Sean Kelly and Relentless Inc.

ADDRESS: 130 Culvert Hill Rd, Shohola, PA 18458

ADDRESS: 2221 New Holland Pike, Lancaster, PA 17601.

*If confidential,  
use 2<sup>nd</sup> sheet*

MUNICIPALITY: Shohola, PA

MUNICIPALITY: Lancaster, PA

TWP/BOROUGH: Township of Shohola

TWP/BOROUGH: City of Lancaster

DOB: 12/05/1967 TELEPHONE #: (973) 452-4558

DOB: \_\_\_\_\_ TELEPHONE #: (717) 371-1911

*(mm/dd/yyyy)*

*(#####)*

*(mm/dd/yyyy)*

*(#####)*

**FILING ATTORNEY / FILING PARTY INFORMATION**

FIRM/OFFICE: Blick Law, LLC

FILING ATTORNEY/PARTY: Eric J. Warner, Esq.

AOPC: (Attorney ID) #: 315003

ADDRESS: 220 Davidson Ave, Suite 408

CITY: Somerset

STATE: NJ

ZIP CODE: 08873

TELEPHONE #: (848) 222-3550

EMAIL: ewarner@blicklaw.com

*(#####)*

**TAX LIEN INFORMATION**

MUNICIPALITY: \_\_\_\_\_

MAP REFERENCE: \_\_\_\_\_

DEED BOOK: \_\_\_\_\_

DEED PAGE: \_\_\_\_\_

DEED DATE: \_\_\_\_\_

SALE PRICE: \_\_\_\_\_

TAX YEAR: \_\_\_\_\_

TAX LIEN AMOUNT: \_\_\_\_\_

PROPERTY DESCRIPTION: \_\_\_\_\_

**PFA/SVPO/PFI INFORMATION**

HEARING DATE: \_\_\_\_\_

SOCIAL SECURITY #: (Defendant – Last 4 digits) \_\_\_\_\_

POLICE DEPARTMENT: \_\_\_\_\_

PREVIOUS PETITIONS: YES

NO

If 'YES', File Date: \_\_\_\_\_

Eric J. Warner, Esquire  
Attorney I.D. Number 315003  
Blick Law, LLC  
220 Davidson Ave Suite 408  
Somerset, NJ 08873  
(848) 222-3500  
Attorney for Plaintiffs

IN THE COURT OF COMMON PLEAS OF LANCASTER COUNTY

SECOND JUDICIAL DISTRICT OF PENNSYLVANIA

CIVIL TRIAL DIVISION

25 - 00133

<p>Mark Schnurman and The Perfect Franchise LLC,</p> <p style="text-align: center;">Plaintiffs,</p> <p>v.</p> <p>Sean Kelly and Relentless Inc. d/b/a Unhappy Franchisee,</p> <p style="text-align: center;">Defendants.</p>	<p style="text-align: center;">_____ TERM, 202 _____</p>
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NOTICE TO DEFEND

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 an 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 claim or relief requested by the plaintiff(s). YOU MAY LOSE MONEY OR PROPERTY or other rights important to you.

*1/9/2025 \$180.50 Rand 025000489 receipt 189471*

Eric J. Warner, Esquire  
Attorney I.D. Number 315003  
Blick Law, LLC  
220 Davidson Ave Suite 408  
Somerset, NJ 08873  
(848) 222-3500  
Attorney for Plaintiffs

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IN THE COURT OF COMMON PLEAS OF LANCASTER COUNTY

SECOND JUDICIAL DISTRICT OF PENNSYLVANIA

CIVIL TRIAL DIVISION

**25 - 00133**

<p>Mark Schnurman and The Perfect Franchise LLC,</p> <p style="text-align: center;">Plaintiffs,</p> <p>v.</p> <p>Sean Kelly and Relentless Inc. d/b/a Unhappy Franchisee,</p> <p style="text-align: center;">Defendants.</p>	<p style="text-align: center;">_____ TERM, 202 _____</p>
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**COMPLAINT**

The Plaintiffs herein, Mark Schnurman and The Perfect Franchise LLC ("Plaintiffs"), by and through their attorneys Blick Law, LLC and Eric J. Warner, Esquire, hereby file the within Complaint against Defendants, Sean Kelly and Relentless Inc. d/b/a Unhappy Franchisee ("Defendants") for an injunction to remove all defamatory publications about Plaintiffs from the internet, for compensatory and punitive damages and for attorney costs and fees.

**PARTIES**

1. Plaintiff, Mark Schnurman (“Mr. Schnurman”), is an individual residing at 130 Culvert Hill Rd, Shohola, PA 18458.
2. Plaintiff, The Perfect Franchise (“TPF”), is a limited liability company with a principal place of business at 130 Culvert Hill Road Shohola, Pennsylvania 18458.
3. Defendant, Sean Kelly (“Mr. Kelly”), is an individual residing at 2221 New Holland Pike, Lancaster, PA 17601.
4. Defendant, Relentless, Inc. d/b/a Unhappy Franchisee (“Unhappy Franchisee”), is a corporation with a principal place of business at 2221 New Holland Pike, Lancaster, PA 17601.
5. Defendants John Does 1-10 (names being fictitious and unknown) are individuals and/or administrators, employees, representatives, managers, agents, manufacturers, suppliers, contractors, associates, vendors, maintenance personnel, security personnel, or affiliates of the Defendants and/or third-parties, the identities of whom are not yet known, and who are liable to Plaintiffs for the injuries complained of herein.
6. Defendants ABC Corps. 1-10 (names being fictitious and unknown) are individuals and/or administrators, employees, representatives, managers, agents, manufacturers, suppliers, contractors, associates, vendors, maintenance personnel, security personnel, or affiliates of the Defendants and/or third-parties, the identities of which are not yet known, and which are liable to Plaintiffs for the injuries complained of herein.

**JURISDICTION AND VENUE**

7. This Court has personal and subject matter jurisdiction over this action pursuant to 42 Pa. C.S. § 931.

8. Venue is appropriate in this court pursuant to 246 Pa. Code r. 302.

**FACTS COMMON TO ALL COUNTS**

9. Plaintiff, Mark Schnurman, is the managing partner of TPF.

10. TPF is a limited liability company that pairs individual people with a variety of franchises that are best suited for them.

11. Sean Kelly is a publisher and president of Unhappy Franchisee.

12. Unhappy Franchisee publishes articles and/or blogs relating to franchises, specifically, the Unhappy Franchisee purportedly posts articles to alert individuals and businesses who may be interested in owning a franchise about companies/franchises that Unhappy Franchisee alleges have engaged in misconduct or unethical business practices.

13. On or about December 6, 2024, Unhappy Franchisee posted an article about TPF titled: “IFPG Dropped Phoenix Franchise Brands Amidst Franchisee Horror Stories. The Perfect Franchise Keeps Promoting” (hereinafter the “Article”) on their website and subsequently distributed said Article via e-mail to their followers and Mr. Schnurman. (A true and accurate copy of the aforesaid article is annexed hereto as “**Exhibit 1.**”

14. The Article falsely accuses Plaintiffs of having involvement with (and promoting) two franchise brands: Phoenix Franchises and Rhino7 (collectively the “Brands”).

15. The Brands have been under scrutiny due to their alleged unethical business practices and misconduct concerning their franchisees/investors.

16. However, Plaintiffs have not been involved with (and have not promoted) the aforesaid Brands for several months prior to the inaccurate Article's publication and dissemination, a fact of which Plaintiffs have informed Defendants.

17. Defendants have ignored the aforesaid factual information that Plaintiffs provided and continue to falsely maintain that Plaintiffs continue to promote the Brands.

18. In a demand letter dated: December 9, 2024, Plaintiffs demanded that the defamatory article be removed and that Defendants issue a retraction statement.

19. On the same day, December 9, 2024, Defendants replied to Plaintiffs' demand letter, refusing to remove the article and/or issue a retraction statement.

20. Defendants subsequently updated the published article to say that the Plaintiffs had threatened legal action against them without any proper context, specifically, without also informing their readers of Plaintiffs' denial of any continued involvement with the Brands. A true and accurate copy of the aforesaid additional defamatory article that Defendants published about Plaintiffs' legitimate threats of legal action is annexed hereto as "**Exhibit 2.**"

21. Plaintiffs have received numerous calls from concerned clients inquiring into the truthfulness of this article.

22. Plaintiffs have founds themselves having to defend against the misinformation published by Defendants.

23. Plaintiffs are at severe risk of losing their current customers, whose concerns have been documented by Plaintiff and potential new customers who will simply seek services elsewhere.



24. Plaintiff Mark Schnurman has suffered severe mental anguish and emotional distress due to his business and livelihood being at risk due to the dissemination by Defendants of false information.

25. Defendants' actions are the direct and proximate cause of Plaintiffs' humiliation, reputational damage, emotional distress, and economic loss.

26. Defendants, despite multiple attempts by Plaintiffs, have not removed the Article which only serves to exacerbate the above-mentioned injuries to Plaintiffs the longer it remains online.

**COUNT ONE**  
***(Defamation Per Se)***

27. Plaintiffs repeat and reallege the previous allegations as if set forth more fully herein.

28. On or about December 6, 2024, Unhappy Franchisee posted an article about TPF titled: "IFPG Dropped Phoenix Franchise Brands Amidst Franchisee Horror Stories. The Perfect Franchise Keeps Promoting" (hereinafter the "Article") on their website and subsequently distributed said Article via e-mail to their followers and Mr. Schnurman. *See* "Exhibit 1."

29. As set forth above in greater detail, Defendants disseminated knowingly false information about Plaintiffs to third parties, specifically Defendants' readers, via the internet, even after Plaintiffs informed Defendants of the inaccuracy of the information.

30. Under Pennsylvania law, in a defamation lawsuit, a plaintiff has the burden of proving: (1) The defamatory character of the communication; (2) its publication by the defendant; (3) its application to the plaintiff; (4) the understanding by the recipient of its defamatory meaning;(5) the understanding by the recipient of it as intended to be applied to the plaintiff; (6) special

harm resulting to the plaintiff from its publication; and (7) abuse of a conditionally privileged occasion. *See* 42 Pa.C.S. § 8343(a).

31. The first element speaks to the defamatory character of the communication. Whether a communication can be construed to have a defamatory meaning is a question of law for the court to determine." *Cashdollar v. Mercy Hosp. of Pittsburgh*, 595 A.2d 70, 75 (Pa. Super. 1991) (citation omitted). A communication is considered to be defamatory, if it ascribes to another conduct, character or a condition that would adversely affect his fitness for the proper conduct of his proper business, trade or profession. Additionally, the court should consider the effect the statement would fairly produce, or the impression it would naturally engender, in the minds of average persons among whom it is intended to circulate. *Constantino v. University of Pittsburgh*, 766 A.2d 1265, 1270 (Pa. Super. 2001) (citations and internal quotation marks omitted). *Rajan v. Crawford*, 1169 EDA 2023, at \*14-15 (Pa. Super. Ct. July 18, 2024).

32. In this case, there is no question that the defamatory statements, particularly the statements connecting Plaintiffs to the Brands will and have adversely affected Plaintiffs' fitness for the proper conduct of their business/profession. Additionally, the impression these defamatory statements create has been made clear by the recent communications that Plaintiffs have had with current clients expressing their concerns regarding what was written about Plaintiffs by Defendants.

33. The second and third elements are clear, in that Defendants published the Article and have admitted to doing so, and Plaintiffs are expressly named in the Article multiple times.

34. It is very clear to the readers and Plaintiffs the defamatory meaning that is being portrayed by Defendants. Defendants are very clear with their allegations against Plaintiffs and are even clearer about whom the allegations reference..

35. As for the sixth element, in *Walker v. Grand Central Sanitation, Inc.*, it was determined that, “one who is liable for a defamatory communication is liable for the proved, actual harm caused to the reputation of the person defamed” *Walker v. Grand Central Sanitation, Inc.*, 634 A.2d 237 (Pa.Super. 1993). That per se defamation plaintiffs are not required to plead or prove "special damages" does not absolve them from providing proof of any damages. Rather, "a [defamation per se] defendant . . . is liable for the proven, actual harm the publication causes . . . . Actual harm includes impairment of reputation and standing in the community, personal humiliation, and mental anguish and suffering." (*Brinich v. Jencka*, 757 A.2d 388, 397 (Pa. Super. 2000) *Mazur v. Cuthbert*, 282 C.D. 2022, at \*16 n.6 (Pa.Cmwlt. March 15, 2024).

36. Plaintiffs have proof of actual harm caused by this publication by Defendants. There has been a severe impairment to Plaintiffs’ reputation, so much so, that clients are calling Plaintiffs expressing concerns over the publication, which has further caused Plaintiff Mark Schnurman to suffer humiliation and deterioration of his own personal reputation because the publication has called into question his business practices and his trustworthiness in the industry.

37. Defendants were never granted a conditional privilege of any sort and as further set forth above, Defendants ignored Plaintiffs’ requests to remove untrue information from the internet. Instead, Defendants published an additional article placing Plaintiffs’ demand for retraction out of context and causing further harm to Plaintiffs. *See* “Exhibit 2.” This behavior demonstrates Defendants' intent to harm Plaintiffs' reputation and overall well-being, not for the sake of disseminating truth, but instead to harm and destroy Plaintiffs in whatever way possible.

38. Defendants have knowingly published false information about Plaintiffs that has (and will continue to) adversely affect Plaintiffs in their lawful business and trade.

39. “[A] publication in which the speaker imputes to another conduct, characteristics, or a condition that would adversely affect her in her lawful business or trade is termed a '[defamation] *per se*. . . .’” ReWalker v. Grand Cent. Sanitation, 430 Pa. Super. 236, 244 (PA Superior Ct. 1993)

40. Defendants failed to properly confirm the truthfulness of the information they were including in the Article.

41. Defendants' actions have (and will) result in irreparable harm to the Plaintiffs and their reputation.

WHEREFORE Plaintiffs demand judgment against Defendants, granting affirmative injunctive relief compelling Defendants to remove the defamatory materials about Plaintiffs from the internet, awarding compensatory damages, economic damages and punitive damages, pre-judgment interest, reasonable attorney’s fees, disbursements and court costs, and such further relief as the court deems proper and just.

**COUNT TWO**

***(Intentional Interference with Prospective Contractual Relations)***

42. Plaintiffs repeat and reallege the previous allegations as if set forth more fully herein.

43. To state a cause of action for intentional interference with contractual relations, a plaintiff must prove: (1) the existence of a contractual, or prospective contractual relation between the complainant and a third party; (2) purposeful action on the part of the defendant, specifically intended to harm the existing relation, or to prevent a prospective relation from occurring; (3) the absence of privilege or justification on the part of the defendant; and (4) the occasioning of actual legal damage as a result *Reading Radio , Inc. v. Fink* , 833 A.2d 199, 211 (Pa. Super. 2003) (citation

omitted), appeal denied, 847 A.2d 1287 (Pa. 2004). *Kepner v. Kepner*, No. 835 EDA 2015, at \*7-8 (Pa.Super. November 18, 2015).

44. Plaintiff has many contractual relationship with many different clients. There have a number of said clients that have contacted Plaintiff with concerns regarding the publication and Plaintiffs' business practice.

45. Defendants sole purpose of making these publications is to warn clients of the clients of companies that are unethical in their business practices or otherwise engage in any kind of misconduct. By the very nature of the allegations set forth in the publication, Plaintiffs are likely to and has suffered an interference with prospective contractual relations.

46. Defendants were never granted any privilege, nor are Defendants justified in disseminating this false information.

47. By disseminating false information about Plaintiffs' business practices, Defendants have caused Plaintiffs to lose a significant amount of business, in the form of prospective and existing clients viewing the untrue claims in the Article. Plaintiffs have directly lost business as a result of Defendants' publication of (and refusal to retract) the subject article.

48. A majority of Plaintiffs' clients have reached out to Plaintiffs regarding the defamatory Article and expressed their concerns with the information being alleged.

49. Defendants' defamatory statements have caused Plaintiffs both economic and non-economic damages in the form of loss profits, and loss of reputation.

WHEREFORE Plaintiffs demand judgment against Defendants, granting affirmative injunctive relief compelling Defendants to remove the defamatory materials about Plaintiffs from the internet, awarding compensatory damages, economic damages, punitive damages, and

pre-judgment interest, reasonable attorney's fees, disbursements and court costs, and such further relief as the court deems proper and just.

**COUNT THREE**  
***(Invasion of Privacy - False Light)***

50. Plaintiffs repeat and reallege the previous allegations as if set forth more fully herein.

51. Defendants are the publishers of the Article and the defamatory and flagrantly false allegations made therein.

52. Defendants' Article became public the second it was published on the website and disseminated via e-mail which included various links to the article, to their many followers.

53. Defendants' Article contained Mr. Schnurman's individual name as well as the name of the company The Perfect Franchise.

54. The article contains statements of beliefs held by Defendants concerning the Plaintiffs. None of the information contained in the Article is factual or related to any physical and current evidence.

55. Such false light on the Plaintiffs is highly offensive and destructive to Plaintiffs goodwill, reputation, and economic well-being.

56. Defendants published the article without privilege and without Plaintiffs' consent.

57. Further, Defendant, Mr. Kelly, informed Plaintiffs that "I may make mistakes from time to time, but I always do my research." A true and accurate copy of the aforesaid Sean Kelly E-Mail is annexed hereto as "**Exhibit 3.**"

58. Defendants deliberately avoided seeking the truth from the Plaintiffs, as the truth would likely not result in the attention the Defendants were seeking from their followers.

59. At a minimum, Defendants failed to verify the information they published and disseminated.

60. These defamatory falsehoods within the Article adversely affect the Plaintiffs' professional and personal reputations and credibility. As a proximate result of the publication and dissemination of the false and defamatory Article, Plaintiffs have suffered substantial damages, including but not limited to, loss of professional and personal reputation, emotional distress, embarrassment, and personal humiliation.

WHEREFORE Plaintiffs demand judgment against Defendants, granting affirmative injunctive relief compelling Defendants to remove the defamatory materials about Plaintiffs from the internet, awarding compensatory damages, economic damages and punitive damages, pre-judgment interest, reasonable attorney's fees, disbursements and court costs, and such further relief as the court deems proper and just.

**COUNT FOUR**  
***(Intentional Infliction of Emotional Distress)***

61. Plaintiffs repeat and reallege the previous allegations as if set forth more fully herein.

62. Defendants' actions were intended to inflict emotional distress upon Plaintiff, Mark Schnurman, which is evidenced by the Defendants' deliberate dissemination of the Article directly to Mr. Schnurman's e-mail, in order to ensure Mr. Schnurman was made aware of this defamatory Article.

63. Defendants conduct was malicious and intentional and done for the sole purpose of causing Plaintiffs to suffer humiliation, mental anguish and emotional distress.

64. Defendants' claim that their objective is to alert franchise owners (and individuals interested in being franchise owners) to the unethical and untrustworthy business practices of certain companies, and that Defendants purportedly want their followers to know the truth.

65. However, if that were the case, then Defendants would have, at the very least, attempted to discuss these allegations with the Plaintiff to ensure that they were disseminating accurate information.

66. Indeed, Defendants have ignored and ridiculed Plaintiffs' calls for retraction.

67. Defendants' failure to confirm the accuracy of their publications, in addition to Defendants' refusal to retract same and emailing of the Article to Plaintiffs all show that Defendants acted with malice and intended to inflict emotional distress onto the Plaintiffs.

68. As a proximate result of Defendants' actions, Plaintiff, Mark Schnurman suffered severe humiliation, mental anguish, and emotional distress.

WHEREFORE Plaintiffs demand judgment against Defendants, granting affirmative injunctive relief compelling Defendants to remove the defamatory materials about Plaintiffs from the internet, awarding compensatory damages, economic damages and punitive damages, pre-judgment interest, reasonable attorney's fees, disbursements and court costs, and such further relief as the court deems proper and just.

**COUNT SIX**  
*(Negligent Infliction of Emotional Distress)*

69. Plaintiffs repeat and reallege the previous allegations as if set forth more fully herein.



70. Defendants negligently inflicted emotional distress upon the Plaintiffs by publishing and disseminating information that called into question Plaintiffs' goodwill and trustworthiness both individually and as a whole.

71. Defendants' failure to verify the information they were including in their Article is demonstrative of the negligence exhibited by Defendants and their lack of consideration for the damage misinformation can cause.

72. Defendants' deliberate refusal to acknowledge the truth provided by Plaintiffs and continued dissemination of false information is further proof of Defendants' negligent behavior.

73. Defendants' conduct was intentional and malicious and done for the sole purpose of causing Plaintiffs to suffer humiliation, mental anguish and emotional distress.

WHEREFORE Plaintiffs demand judgment against Defendants, granting affirmative injunctive relief compelling Defendants to remove the defamatory materials about Plaintiffs from the internet, awarding compensatory damages, economic damages and punitive damages, pre-judgment interest, reasonable attorney's fees, disbursements and court costs, and such further relief as the court deems proper and just.

Respectfully submitted,

**/s/ Eric J. Warner**  
Eric J. Warner, Esquire  
Attorney I.D. Number 315003  
Blick Law, LLC  
220 Davidson Ave Suite 408  
Somerset, NJ 08873  
(848) 222-3500  
Attorney for Plaintiffs

Dated: January 9, 2025

**CERTIFICATION OF SERVICE AND VERIFICATION**

I state that on or about January 9, 2025 (insert date), I did notify the defendant of this action by mailing a true and correct copy of the Complaint to the defendant at the address set forth above by first class mail, postage prepaid. I verify that the statements made in this pleading are true and correct. I understand that false statements made herein are 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 read 'M. Schnurman', is written over a horizontal line. The signature is stylized with large, sharp peaks and a long, sweeping underline.

Mark Schnurman

—

## DISCLAIMER

Court staff cannot offer any legal advice or help you fill out this form. The Court assumes no responsibility and accepts no liability for actions taken by users of this form, including reliance on its contents. If you want to obtain the services of an attorney but do not know who to contact, you may call the Lawyer Referral Service through the Washington County Bar Association. The phone number is 724-225-6710, and its address is 119 South College Street, Washington, PA 15301.

If you cannot afford a lawyer, you may call Mid Penn Legal Services at (800) 326-9177, and the address is: 100 North Cameron Street, Suite 401 West Harrisburg, PA 17101.