

IN THE COURT OF COMMON PLEAS OF LYCOMING COUNTY, PENNSYLVANIA

|                                       |   |                      |
|---------------------------------------|---|----------------------|
| WILLIAM A. CAPOUILLEZ t/d/b/a         | : |                      |
| GEOLOGICAL ASSESSMENT & LEASING,      | : | DOCKET NO. 12-00,005 |
| Plaintiff                             | : | CIVIL ACTION – LAW   |
|                                       | : |                      |
| vs.                                   | : |                      |
|                                       | : |                      |
| LAUREL HILL GAME AND FORESTRY CLUB;   | : |                      |
| WILLIAMSON TRAIL RESOURCES, LP; GREAT | : |                      |
| LAKES ENERGY PARTNERS, LLC; and RANGE | : |                      |
| RESOURCES – APPALACHIA, LLC,          | : |                      |
| Defendants                            | : |                      |

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|---|---|----------------------|
| WILLIAM A. CAPOUILLEZ t/d/b/a             | : |                      |
| GEOLOGICAL ASSESSMENT & LEASING,          | : | DOCKET NO. 12-00,005 |
| Plaintiff                                 | : | CIVIL ACTION – LAW   |
|   | : |                      |
| vs.                                       | : |                      |
|   | : |                      |
| LAUREL HILL GAME AND FORESTRY CLUB;       | : |                      |
| WILLIAMSON TRAIL RESOURCES, LP; and RANGE | : |                      |
| RESOURCES – APPALACHIA, LLC,              | : |                      |
| Defendants                                | : |                      |

**OPINION AND ORDER**

This matter comes before the Court on Plaintiff’s Preliminary Objections to the Answer and Counterclaim filed by Defendants Laurel Hill Game and Forestry Club and Williamson Trail Resources, LP. This matter arises out of a dispute over mineral rights in a 5,198 acre piece of real property. Instantly, Plaintiff objects, by demurrer, to Defendants’ counterclaim in unjust enrichment. Additionally, Plaintiff brings specificity objections to Paragraphs 33, 43, 45, 46, 48, 49, 55, 59, and 122 of Defendants’ Answer and Counterclaim. See Pa. R.C.P. 1019(a).

At the time set for oral argument, the parties agreed that Plaintiff's specificity objections to Paragraphs 33, 43, 45, 46, 48, 49, 55, and 59 were disposed of by Defendants' responses to the instant objections. Therefore, these objections are hereby OVERRULED.

The Court will now turn to Plaintiff's remaining objections dealing with the unjust enrichment counterclaim.

Pursuant to Pa. R.C.P. 1028(a)(4), a party may file a preliminary objection based upon the legal insufficiency of a pleading, i.e. a demurrer. A demurrer tests the legal sufficiency of a complaint. *Sullivan v. Chartwell Inv. Partners, LP*, 873 A.2d 710, 714 (Pa. Super. Ct. 2005). A demurrer should be sustained only when the court is satisfied that the complaint cannot stand on its face. *Sullivan*, 873 A.2d at 714. If doubt or uncertainty exists as to whether the pleading can stand on its face, the court should overrule the demurrer. *Id.* A demurrer should be granted only in cases that are free from doubt. *Bourke v. Kazaras*, 746 A.2d 642, 642 (Pa. Super. Ct. 2000). With this standard in mind, the Court turns to Plaintiff's demurrer request.

In its objections, Plaintiff argues that the Court should grant a demurrer on the counterclaim for five reasons: Plaintiff received no benefit from Defendants; Defendants failed to set forth a proper damages claim; Defendants will receive a windfall if they succeed in their counterclaim; Defendants failed to plead causation; and Defendants are estopped from asserting its counterclaim. The Court does not agree with Plaintiff's arguments.

A claim for unjust enrichment lies in quasi-contract; in order to prove such a claim, a party must plead that benefit was conferred onto another party, that the party appreciated this benefit, and that the parties' retention of this benefit, without payment, creates an inequity. *J.F. Walker Co., Inc. v. Excalibur Oil Group, Inc.*, 792 A.2d 1269, 1273 (Pa. Super. Ct. 2002). In their counterclaim, Defendants allege that Plaintiff received money and/or compensation under a

lease agreement, that Plaintiff accepted and retained these monies, and that the matter in which these monies were procured, allegedly due to Plaintiff's unauthorized practice of law, creates an inequity. The Court believes that Defendants sufficiently pleaded in their counterclaim the three unjust enrichment elements. Therefore, the Court OVERRULES Plaintiff's request for a demurrer.

Next, Plaintiff objects to Defendants' Paragraph 122 for failure to comply with Pa. R.C.P. 1019(a) specificity. As part of Defendants' counterclaim in unjust enrichment, Paragraph 122 provides that "Plaintiff's alleged representation and consultation on behalf of Defendant Laurel Hill constitutes the unauthorized practice of law." Defendants allege that this unauthorized practice of law supports its claim that Plaintiff's retention of money and benefits creates an inequity. However, Plaintiff argues that Defendants should specifically allege the acts constituting the unauthorized practice of law. The Court agrees.

In this Court's Opinion and Order dated June 15, 2012, it held that a fact-intensive inquiry must be performed when deciding an unauthorized practice of law claim. *See Harkness v. Unemployment Compensation Board of Review*, 920 A.2d 162, 166 (Pa. 2007); *Shortz v. Farrell*, 193 A. 20, 21 (Pa. 1937). Based upon the Court's prior analysis, it believes that Defendants should more fully aver the specific actions constituting the unauthorized practice of law, i.e. the inequity in Defendants' counterclaim. Therefore, the Court SUSTAINS Plaintiff's specificity objection to Paragraph 122.

The Court enters the following Order.

**ORDER**

AND NOW, this 29<sup>th</sup> day of November, 2012, after oral argument on Plaintiff's Preliminary Objections and for the reasons stated above, it is hereby ORDERED and DIRECTED as follows:

1. Plaintiff's specificity objections to Paragraphs 33, 43, 45, 46, 48, 49, 55, and 59 of Defendants' Answer are OVERRULED.
2. Plaintiff's demurrer request to Defendants' counterclaim in unjust enrichment is OVERRULED.
3. Plaintiff's specificity objection to Paragraph 122 of Defendants' Counterclaim is SUSTAINED. Defendants shall AMEND their Paragraph 122 within twenty (20) days.

The Court also notes that it dismissed Defendant Great Lakes Energy Partners, LLC, in its Opinion and Order dated June 15, 2012. Based upon that ruling, the caption is hereby AMENDED as set forth above.

BY THE COURT,

\_\_\_\_\_  
Date

\_\_\_\_\_  
Richard A. Gray, J.

RAG/abn

cc: Dennis M. Moskal, Esq. – 425 First Ave., 1st Floor, Pittsburgh, PA 15219  
Robert J. Burnett, Esq. – 401 Liberty Ave., 22nd Floor, Pittsburgh, PA 15222  
J. David Smith, Esq.  
Gary L. Weber, Esq.