



would be negotiated among PG&K, AsiaTrust and Baron prior to Pronske or PG&K undertaking such matters. The \$75,000 was paid to PG&K by wire transfer.

**WHEREFORE, PREMISES CONSIDERED,** Baron respectfully requests that Pronske and PG&K take nothing by reason of this suit; that all costs be adjudged against Pronske and PG&K; that Baron's Special Exceptions to Pronske and PG&K's *Amended Counterclaim* be sustained and that Pronske and PG&K be ordered to re-plead with particularity or that Pronske and PG&K's allegations, in their general scope, be stricken. Baron requests such other and further relief, in law and equity, general or special, to which Baron may be entitled.

Dated: June 30, 2014

Respectfully submitted,

**Pendergraft & Simon, LLP**

/s/ Leonard H. Simon

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**Counsel for Jeffrey Baron**

**CERTIFICATE OF SERVICE**

I hereby certify that on June 30, 2014, I electronically filed the foregoing with the Clerk of the Court using the Court's electronic filing system, which will send notification of such filing to all counsel of record.

*/s/ Leonard H. Simon*