

Supreme Court of Pennsylvania

Court of Common Pleas  
Civil Cover Sheet

Luzerne

County

For Prothonotary Use Only:

Docket No:

2025-10082

TIME STAMP

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

Commencement of Action:

- Complaint  Writ of Summons  Petition
 Transfer from Another Jurisdiction  Declaration of Taking

Lead Plaintiff's Name: J.MANLY PARKS

Lead Defendant's Name: EAGLE ROCK REAL ESTATE CO.

Are money damages requested?  Yes  No

Dollar Amount Requested:  within arbitration limits  outside arbitration limits (check one)

Is this a Class Action Suit?  Yes  No

Is this an MDJ Appeal?  Yes  No

Name of Plaintiff/Appellant's Attorney: Daniel C. Levin, Esquire

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.

TORT (do not include Mass Tort)

- Intentional  Malicious Prosecution  Motor Vehicle  Nuisance  Premises Liability  Product Liability (does not include mass tort)  Slander/Libel/ Defamation  Other:

CONTRACT (do not include Judgments)

- Buyer Plaintiff  Debt Collection: Credit Card  Debt Collection: Other  Employment Dispute: Discrimination  Employment Dispute: Other  Other: sale of land in violation of 70 Pa. Stat. Ann. § 1-401

CIVIL APPEALS

- Administrative Agencies  Board of Assessment  Board of Elections  Dept. of Transportation  Statutory Appeal: Other  Zoning Board  Other:

MASS TORT

- Asbestos  Tobacco  Toxic Tort - DES  Toxic Tort - Implant  Toxic Waste  Other:

REAL PROPERTY

- Ejectment  Eminent Domain/Condemnation  Ground Rent  Landlord/Tenant Dispute  Mortgage Foreclosure: Residential  Mortgage Foreclosure: Commercial  Partition  Quiet Title  Other:

MISCELLANEOUS

- Common Law/Statutory Arbitration  Declaratory Judgment  Mandamus  Non-Domestic Relations Restraining Order  Quo Warranto  Replevin  Other:

PROFESSIONAL LIABILITY

- Dental  Legal  Medical  Other Professional:

Updated 1/1/2011

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page*

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

J. MANLY PARKS, and VICTORIA C.  
PARKS, on behalf of themselves and all  
others similarly situated,

Plaintiffs

v.

EAGLE ROCK REAL ESTATE CO.,  
UNITED EQUITABLE MORTGAGE  
CORPORATION, EAGLE ROCK RESORT  
CO., LLC and DOUBLE DIAMOND –  
DELAWARE, INC.,

Defendants.

Civil Action No. 2025-10082 -

**JURY TRIAL DEMANDED**

**CLASS ACTION COMPLAINT**

**NOTICE**

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claim 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 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, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED RATE OR NO FEE.

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AVISO A USTED SE LE HA DEMANDADO EN LA CORTE. Si usted quiere defenderse contra la demanda expuesta en las siguientes páginas, tiene que tomar acción en un plazo de veinte (20) días después que reciba esta demanda y aviso, por presentar una notificación de comparecencia escrita personalmente o por un abogado y radicar por escrito en la Corte sus defensas u objeciones a las demandas presentadas en su contra. Se le advierte que si falla en hacerlo, el caso podría seguir adelante sin usted y un fallo podría ser dictado en su contra por la Corte sin previo aviso por cualquier dinero reclamado en la demanda o por cualquier otro reclamo o desagravio pedido por el/la demandante. Puede que usted pierda dinero o propiedad u otros derechos importantes para usted. USTED DEBE LLEVAR ESTE DOCUMENTO A SU ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO, DIRÍJASE O LLAME POR TELÉFONO A LA OFICINA CUYA DIRECCIÓN SE ENCUENTRA ABAJO. ESTA OFICINA PUEDE PROVEERLE CON INFORMACIÓN SOBRE COMO CONTRATAR UN ABOGADO. SI NO TIENE LOS FONDOS SUFICIENTES PARA CONTRATAR UN ABOGADO, ESTA OFICINA PODRÍA PROPORCIONARLE INFORMACIÓN ACERCA DE AGENCIAS QUE PUEDAN OFRECERLES SERVICIOS LEGALES A PERSONAS QUE REÚNAN LOS REQUISITOS A UN HONORARIO REDUCIDO O GRATIS.

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Plaintiffs, J. Manly Parks and Victoria C. Parks, (collectively “Plaintiffs”), individually and on behalf of all others similarly situated, bring this action against Defendants Eagle Rock Resort Co., LLC, United Equitable Mortgage Corporation, Eagle Rock Real Estate Co., and Double Diamond — Delaware, Inc. (collectively, the “Defendants” or “Eagle Rock Defendants” or “Eagle Rock”) and state as follows:

### **INTRODUCTION**

1. Plaintiffs bring this class action against Defendants for their deceptive and unlawful marketing of investment properties in Pennsylvania.

2. Plaintiffs bring this action on behalf of themselves and other members who purchased properties sold by Defendants for investment purposes in Pennsylvania under Pennsylvania’s Securities Fraud Act, Fraud and Pennsylvania’s Consumer Protection Law.

### **PARTIES**

3. Plaintiffs J. Manly Parks and Victoria Parks (collectively, the “Parks Plaintiffs”) are both residents and citizens of Delaware County, Pennsylvania.

4. Defendant Eagle Rock Real Estate Co. (“ER Real Estate Co.”) is a business organization organized under the laws of Pennsylvania and registered with the Pennsylvania Department of State (Entity Number 2886393) with its principal place of business located at 1031 Valley of the Lakes Drive, Hazleton, PA 18201.

5. Defendant United Equitable Mortgage Corporation (“United Equitable”) is a business organization organized under the laws of Texas and registered with the Texas Secretary of State (File Number 0119620000) with its principal place of business located at 12720 Hillcrest Road, Suite 400, Dallas, TX, 75230.

6. Defendant Eagle Rock Resort Co., LLC (“ER Resort, LLC) is a limited liability company organized under the laws of Pennsylvania and registered with the Pennsylvania

Department of State (Entity Number 2717428) with a registered and principal place of business at 1 Country Club Drive, Hazleton, PA 18202 in Luzerne County.

7. Defendant ER Resort, LLC markets, advertises, and otherwise facilitates applications for ER Real Estate Co. and United Equitable's consumer financial services and products.

8. Defendant Double Diamond — Delaware, Inc. ("Double Diamond") is a business organization organized under the laws of the State of Delaware (Entity Number 2697562) with a principal place of business at 5495 Beltline Road, Suite 200, Dallas, TX 75254.

9. Defendants Eagle Rock Resort Co., LLC, United Equitable Mortgage Corporation, Eagle Rock Real Estate Co., and Double Diamond — Delaware, Inc. will be referred to collectively in this Complaint as "Defendants" or "Eagle Rock Defendants" or "Eagle Rock."

10. Double Diamond wholly owns and controls ER Resort, LLC, United Equitable, and ER Real Estate Co..

11. Mike Ward is the majority shareholder in Double Diamond and is the sole director of ER Resort, LLC, ER Real Estate Co., and United Equitable

12. The Eagle Rock Defendants are interconnected and have jointly and severally engaged in the common scheme and enterprise attributed to the Eagle Rock Defendants as described herein. Unless otherwise specified, whenever reference is made in this Complaint to any act of one of the Eagle Rock Defendants, allegations shall be deemed to mean the act of that Defendants acting jointly, severally, or in concert with the other Eagle Rock Defendants.

### **JURISDICTION AND VENUE**

13. This Court has personal jurisdiction over Defendants because Plaintiffs' claims arise out of Defendants' contacts with this district. Defendants all purposefully availed themselves of jurisdiction in this Commonwealth.

14. Venue is proper in this district because Defendants Eagle Rock Resort Co., LLC and Eagle Rock Real Estate Co. are located in and do business in the district. Additionally, a substantial part of the events or omissions giving rise to the claims at issue in this case, executed by the Eagle Rock Defendants acting jointly and severally in a common scheme, occurred in Pennsylvania in Luzerne County. Defendants regularly and systematically conduct business in Luzerne County. Pa. R. Civ. P. 2179(a)(2).

### **FACTUAL ALLEGATIONS**

#### **A. The Eagle Rock Resort**

15. ER Resort, LLC is a corporate real estate developer that—in concert with the other Eagle Rock Defendants—sells and provides mortgage loans to consumers for undeveloped parcels of land in the Eagle Rock Resort in Hazle Township, Pennsylvania.

16. The land constituting Eagle Rock Resort is located at 1 Country Club Drive, Hazle Township, PA 18202 (the land comprising Eagle Rock Resort is sometimes referred to herein as the “Resort”).

17. Eagle Rock Resort is a private resort community located on over 5,000 acres of land that includes amenities such as two golf courses, ski and snow sports, an aquatic center, a spa and more.

18. Eagle Rock Resort is divided into lots for sale or lease by ER Resort, LLC.

19. On their website, Defendants’ describe the Eagle Rock Resort as “a private community located on over 5,000 acres in Hazleton, Pennsylvania, only two hours from both New York and Philadelphia”, featuring “an 18-hole championship golf course and 9-hole executive course, fine and casual dining, golf shop, ski and snow sports, outdoor swimming pools, indoor aquatic center, spa and fitness center, equestrian center, activity center with basketball court,



walking trails, 24/7 gated security and more.”<sup>1</sup>

**B. The Eagle Rock Resort Is Marketed and Sold as an Investment Property**

20. Defendants marketed and sold undeveloped lots at the Eagle Rock Resort as investment properties.

21. The undeveloped lots were vacant and of little value unless, by the efforts of Defendants, development of the Resort and its amenities progressed, creating a resort community with well-maintained residences and amenities as advertised on Defendants’ website.

22. Plaintiffs and other Class members who purchased undeveloped lots at the Eagle Rock Resort sold by Eagle Rock were purchasing investment properties with the expectation of profits to be derived from the efforts of Defendants.

23. Plaintiffs and other Class members who purchased undeveloped lots at the Eagle Rock Resort were tied together in order to successfully recoup their investments. No singular investor could recoup his/her investment unless the Resort as a whole was successful and attractive as a vacation destination.

24. Plaintiffs and other Class members were uniformly purchasing these lots on the market with the expectation that the Defendants, as a common enterprise, would increase the value of these Eagle Rock properties.

25. Defendants were responsible for increasing the value of the lots at the Eagle Rock Resort by building golf courses, providing casual dining, golf shops, skiing and snow sports, outdoor swimming pools, indoor aquatic center, spa, fitness center, equestrian center, activity center with basketball court, walking trails and 24 hour gated security and more.

26. The offer and sale of the undeveloped lots at the Resort was not only the offer and

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<sup>1</sup> <https://ddresorts.com/eagle-rock/> (last accessed July 15, 2025).

sale of subdivision lots in a real estate development, but also the sale of a contractual promise by Defendants to improve the development, including the construction and maintenance of golf courses, pools, hiking trails, residences, and other amenities and the provision of security.

27. The value of these investment properties at the Eagle Rock Resort were tied to Defendants' ability to increase the value of the property.

28. The lots, absent Defendants' promise to maintain and develop the Resort, had low value.

29. Buyers paid substantial purchase prices for the promised Resort development described by Defendants'

30. Defendants were primarily responsible for increasing the value of the lots purchased by Plaintiffs and other Class members.

31. Purchasers had no control over or participation in the improvement and maintenance of the development, but rather entrusted their monies to the management of Defendants.

32. The success of Plaintiffs and other Class Members' investments in the undeveloped lots at the Eagle Rock Resort was based on whether Defendants were successful in increasing the value of the investment lots.

33. It was Defendants' actions that were either going to increase the lots' value by providing great amenities including golf courses, restaurants, resorts, etc. or not increase that value by failing to do so. The success or failure of each investment in the undeveloped lots at the Eagle Rock Resort was dependent upon the actions of Defendants.

34. Buyers purchased lots in expectation that fulfillment of Defendants' development promises would result in a substantial increase in the value of the lots.

35. It is upon information and belief that Defendants used Plaintiffs' and Class Members' purchase money from lot sales in order to provide the promised developments and maintenance of the Resort.

36. The value of the properties at Eagle Rock rose and fell with the promotion of the Eagle Rock properties by Defendants. As the property values rise, this will benefit each investor and will also benefit the Defendants.

**C. Eagle Rock's Fraudulent and Deceptive Scheme**

37. As described in detail below, Defendants operate a scheme/enterprise whereby they sell the undeveloped lots at Eagle Rock Resort to consumers, including the Plaintiffs, at inflated prices through a series of misrepresentations which, collectively and individually, mislead consumers, including the Plaintiffs, into believing that the undeveloped lots are a safe investment that is certain to increase in value through Defendants' efforts to maintain and develop Eagle Rock Resort.

38. As noted above, Defendants' website describes the Eagle Rock Resort as "a private community located on over 5,000 acres in Hazleton, Pennsylvania, only two hours from both New York and Philadelphia", featuring numerous amenities.<sup>2</sup>

39. Defendants' website features photographs of what appear to be the golf courses, swimming pools, trails and other amenities of the Resort as well as quotes from Resort guests touting the amenities. *Id.*

40. Defendants' website lists a number of real estate options available to consumers, including the option to purchase undeveloped lots at the Resort.

41. Undeveloped lots are vacant land in the Eagle Rock Resort with no buildings or

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<sup>2</sup> See <https://ddresorts.com/eagle-rock/> (last accessed July 15, 2025).

structures on the land. Defendants' website states that "Home sites are priced from the \$40s to the \$200s". *Id.*

42. The website does not disclose that consumers who purchase undeveloped lots face restrictions on their use of the lot. Lot owners are not permitted to camp or park a recreational vehicle on the lot. Lot owners must also comply with extensive building restrictions, including materials, size, and design requirements.

43. In addition to their website, Defendants solicit potential buyers for undeveloped lots through the mail as well as through a referral system in which current property owners within the Resort are offered the opportunity to earn prizes and discounts if they invite friends, family members, or other associates to tour the Resort and buy property.

44. Once potential buyers arrive at the Resort, Defendants' sales staff give buyers a tour and presentation in accordance with the written sales procedure provided to them by Defendants.

45. Through the sales procedure, Defendants instruct their sales staff to make various misrepresentations about the value and investment potential of undeveloped lots, including but not limited to: that the undeveloped lots are priced at or below resale value, that lot prices are temporarily lower due to a limited time promotion, and that lots can serve as good investment vehicles even if the buyer does not build on the lot.

46. In reality, the lots shown to potential buyers are priced at far more than their resale value.

**1. Defendants Sold Undeveloped Lots at Inflated Prices**

47. Eagle Rock sold, and continues to sell, most undeveloped lots to consumers for between \$30,000 and \$100,000.

48. The resale value on the open market of undeveloped lots in and around Eagle Rock Resort ranges from \$5,000 to \$20,000.

49. Defendants knowingly sell the undeveloped lots at prices that are much higher than resale value while representing to consumers that the sale price is at or below resale value.

50. Defendants instruct sales staff to tell potential buyers that the lot they are viewing is priced as a bargain and provide sales staff with a list of false scenarios to present to potential buyers to make the lot seem like a bargain.

51. These false scenarios include telling buyers that: a local manager with more familiarity with the Resort land priced the lot; the lot was re-inventoried or mispriced; the lot still needs to be cleared of trees; the lot is priced to sell because it is the only unsold lot in a nearly sold-out phase of the Resort; or the lot was incorrectly priced as a lot without a view when it actually has a view.

52. Regardless of which false scenario the salesperson gives to a potential buyer, the actual resale value of the lot is far lower than the purchase price offered to the buyer.

53. In addition to misleading consumers as to the market value of a lot, the scenarios are also misleading or outright false in and of themselves. For example, every lot at the Resort is priced by a local manager, so it is misleading for Defendants to represent a lot that was priced by a local manager as an outlier and a reason why the lot is a bargain.

54. Defendants also list undeveloped lots on real estate websites such as Realtor.com at inflated values between \$40,000 and \$80,000 to create the public impression that the lots have a high resale value on the open market. (A screenshot of an archived Realtor.com listing dated January 25, 2009 for, upon information and belief, two undeveloped lots at Eagle Rock Resort is attached hereto as Exhibit "A").

**2. Defendants Falsely State that Lots are Discounted as Part of a Limited Time Promotion**

55. In addition to misleading customers that lots are priced as a bargain, Defendants

instruct sales staff to tell consumers that lots are discounted in price as part of a time-limited promotional deal.

56. Sales staff inform consumers that a particular lot is part of a limited number of select lots offered at a lower price during a temporary promotion.

57. In reality, the price of the lot in question does not reflect any reduction from the standard price of the lot applied by Defendants, and the price of the lot is not time limited but will remain constant for as long as Defendants offer the lot for sale.

58. Defendants instruct sales staff to tell consumers that, as part of the fake limited time promotion, the Resort membership which is included with the sale of each undeveloped lot, is included for “free” with the purchase of the lot.

59. Sales staff represent that the Resort membership on its own has a value of \$15,000 even though Defendants have never sold a Resort membership separately from a real estate interest in the Resort and have no basis for placing this value on the membership.

60. As part of the sales presentation, a salesperson will cross off an alleged initial offer price—for example \$60,000—and write the “new” offer price after the purported discount of the Resort membership, for example, \$45,000.

61. In reality, Defendants have never charged the “initial” offer price before the purported discount. Every lot is offered at the alleged discounted rate.

62. Further, a Resort membership automatically transfers with the transfer of land purchased at Eagle Rock Resort, meaning that all land transfers reflect the inclusion of the price of the Resort membership. Multiple undeveloped lots in the Resort have sold on the open market for less than \$15,000, demonstrating that the Resort membership cannot be worth the \$15,000 that Defendants represent.

63. Defendants direct their sales staff to tell consumers that this alleged promotion saves the buyer up to \$20,000.

64. Defendants also instruct sales staff to misrepresent to consumers that a special financing package is available on a particular lot for the first time ever. Sales staff inform consumers that the down payment has been reduced to 8% from 10% and that the buyer only needs to pay an initial 6% down payment to take the lot off the market. Sales staff also inform consumers that, for the first time ever, they can pay an interest rate of only 3.5% for the first year, compared to the usual 8% interest rate.

65. In reality, this financing offer is not new and this offer or a substantially similar offer is presented to every potential buyer.

### **3. Defendants Falsely Market the Undeveloped Lots as Investment Vehicles**

66. Defendants make concrete representations to potential buyers that undeveloped lots can serve as investments and that previous buyers have experienced returns on their investments in undeveloped lots.

67. Defendants' sales staff are instructed to tell potential buyers that they can invest in a lot, build equity in the undeveloped lot, and have access to the Resort amenities through their Resort membership which they receive as part of their purchase of a lot.

68. Defendants instruct sales staff to tell consumers that an undeveloped lot is not going to lose a significant percentage of its value and that the amenities at the Resort—which are a source of each lot's value—were not going to disappear suddenly.

69. In reality, many of the undeveloped lots sold by Defendants are actually worth less than half of the purchase price paid by the buyer, meaning that, as soon as a buyer purchases a lot, the value of the lot to the buyer has already plummeted as the buyer will not be able to resell the lot at or above the purchase price.

70. Defendants also represent that lots “could” fluctuate in value when, in fact, due to the inflated purchase price, the resale value of each lot is almost certain to be lower than the purchase price.

71. Despite telling consumers that the lot is an investment, Defendants never inform consumers that the lots are priced far above resale value. Defendants never inform consumers that the lot’s resale value would have to increase by several multiples before the owner could break even on their investment.

72. Defendants instruct sales staff to tell buyers that further development of the Resort as a whole will increase their lot’s value. For example, sales staff tell consumers that lots located in a future golf course area will increase in value once the course is completed.

73. Defendants’ sales staff represent that additional amenities will be built, causing the values of the lots to increase even as the lots remained undeveloped.

74. Defendants, far from developing the Resort in a manner that would increase lot values, continue to develop large numbers of new undeveloped lots, depressing the potential resale market for lots sold to consumers. Defendants do not inform consumers of their plans to continue developing additional inventory of lots.

The combined effect of the above-described misrepresentations is to lead consumers to believe that, if they buy an undeveloped lot, its resale value will increase without any development or building efforts by the consumer.

#### **4. Eagle Rock’s Market Manipulation – Fraud on the Market**

75. To further mislead consumers about the value of the undeveloped lots, Eagle Rock shows consumers recent sales of “comparable properties”.

76. Typically, in real estate transactions, comparable properties are properties in the same geographic area that were recently sold on the open market. Buyers use comparable



properties to value potential purchases, and sellers use comparable properties to set offer prices. Comparable properties are understood to represent an approximation of the resale value of a property.

77. Defendants' comparable properties are exclusively properties that Defendants previously sold through their sales program in which they mislead consumers into paying inflated prices for the lots.

78. Defendants' sales program consistently sells lots at inflated prices, so the comparable properties shown to potential buyers are also priced far above the resale price that undeveloped lots would receive in the open market.

79. In reality, the comparable properties shown to buyers by Defendants' sales staff represent the price that Defendants charged other individuals who had been given the same deceptive sales tour and shown the same misleading comparable properties.

80. Defendants instruct sales staff that misleading comparable properties must be shown on every tour.

81. Defendants direct their sales staff to include in each tour several lots that have sold recently and to inform the tour group of the sale price. Defendants do not disclose to tour groups that these sales were not open market sales but rather sales to other touring buyers who received the same misleading information about lot value and comparable sales.

82. Defendants also instruct sales staff to give misleading information about lot values throughout tours. For example, sales staff are instructed to tell consumers that waterfront lots are in the \$200,000 range, that lots across the street from the waterfront are in the \$75,000 range, and that lots are priced according to how close they are to particular amenities such as a golf course or lake.

83. All lot values given during the tour are greatly inflated above the actual resale value of the lots.

84. Defendants' descriptions of comparable properties are likely to mislead consumers who understand the purpose of comparable properties in the context of an ordinary real estate sale, in which comparable properties represent the approximate resale value of a property. Consumers are unaware that the comparable properties shown to them during tours reflect prices at which lots at the Resort are being offered or sold through Defendants' sales program, not sale or purchase prices for open market sales.

**5. Misrepresentations About Increases in Lot Value**

85. Defendants instruct sales staff to represent to potential buyers that lot values have increased 10%-15% in the last five years.

86. In reality, lot resale values have remained consistent at a fraction of the price for which Defendants offer the lot for sale during tours.

87. Defendants' representations about the resale value of the lots also implies that a resale market for such properties exists.

88. In reality, in some instances, there is no resale market for the undeveloped lots. Many lots have been listed publicly at prices as low as \$5000 with no purchasers.

**6. Community Association Fees**

89. All property owners at Eagle Rock Resort, including undeveloped lot owners, are required by deed covenant to be members of the Eagle Rock Community Association ("ERCA" or the "Community Association").

90. ERCA assesses yearly fees against property owners which it alleges provide for maintenance, additional amenities and payments to Defendant Double Diamond.

91. Undeveloped lot owners pay the same Community Association fees as developed

lot owners but cannot occupy their lots and therefore subsidize maintenance and amenities at the resort for the developed lot owners. Since the vast majority of the lots at the Resort are undeveloped, undeveloped lot owners pay for a large part of the amenities enjoyed by developed lot owners without getting access to the same amenities themselves.

**D. Plaintiffs' Purchase of Undeveloped Lots at the Eagle Rock Resort**

92. On or about September 2004, the Parks Plaintiffs purchased an undeveloped lot ("Lot A") at the Eagle Rock Resort and shortly thereafter traded up for a different undeveloped lot located at 462 Wild Ginger Way, which they currently own.

93. This investment stemmed from a direct mail invitation from Defendant Double Diamond Resorts advertising land for sale at Eagle Rock Resort that was received by the Parks Plaintiffs.

94. The Parks Plaintiffs were interested in an investment property that they could hold onto for several years and accumulate equity. Therefore, following receipt of the advertisement, the Parks Plaintiffs traveled to the Eagle Rock Resort for a personal tour of the available properties. The tour given to the Parks Plaintiffs was led by a sales representative who was an employee of Eagle Rock Defendants.

95. During the tour, Eagle Rock Defendants represented to the Parks Plaintiffs, among other things, that:

- the available properties were priced differently based on their location, with properties at higher elevations with better views, or certain properties fronting on the primary golf course, listed for upwards of \$40,000 whereas properties at lower elevations listed for \$10,000;
- if they purchased an empty lot in the resort, they did not have to build on it for

its value to increase;

- Eagle Rock planned to build a second golf course at the resort and that this second course would increase property values at the resort; and
- if they purchased a lot immediately at a lower price, they would later be able to put the purchase price of that lot towards a higher priced lot closer to the second golf course and trade ownership of the initial lot for ownership of the higher priced lot (*i.e.*, they could trade up) as soon as the properties fronting on the forthcoming golf course were released and available for sale.

96. Eagle Rock also provided the Parks Plaintiffs with a newspaper circular containing real estate listings both in Eagle Rock Resort and nearby with some listings as high as \$500,000. This circular contained false and misleading information as to the listing prices of properties in and around Eagle Rock Resort. The Eagle Rock Defendants knew of the false and misleading nature of the circulars that salespeople were instructed to provide to potential buyers

97. Ultimately, in September 2004, the Parks Plaintiffs purchased Lot A and shortly thereafter, in November 2004, traded up for a lot nearer to the second course with the address 462 Wild Ginger Way. The total paid by Mr. Parks for purchasing the lot (the initial Lot "A" plus additional costs to trade up) was \$32,500. To pay for the lot, the Parks Plaintiffs secured a twenty-year purchase note from Defendant Eagle Rock Resort Co., LLC.

98. The Parks Plaintiffs did not develop or build on their lot located at 462 Wild Ginger Way and, in approximately March of 2021, they decided to sell the lot.

99. The realtor retained by the Parks Plaintiffs initially recommended a starting listing price for 462 Wild Ginger Way of \$46,000. Although this would have resulted in a loss on the property due to the original purchase prices plus accumulated interest and other costs associated

with ownership of the property, the Parks Plaintiffs entered into a listing contract on March 15, 2021 listing the lot for \$46,000.

100. At the time of the listing, there were a wide range of price listings for undeveloped lots at the Eagle Rock Resort, ranging from \$10,000 to \$48,000.

101. The Parks Plaintiffs received no offers for several years. Eventually, the Parks Plaintiffs replaced their realtor in December of 2024. The new realtor informed them that lots at the Eagle Rock Resort were only selling for \$5,000-\$8,000, essentially reflecting the market value of the club "membership" associated with the lot, which conveyed the right to play the golf course and use the other resort amenities, indicating that the real estate itself was effectively worthless.

102. The Parks Plaintiffs' new realtor provided them with a report of real estate sales in and around the Eagle Rock Resort which confirmed that nearly all sales had been for \$5,000-\$8,000, with an average sold price of \$7,789 and a median sold price of \$4,625.

103. The Parks Plaintiffs still own the lot at 462 Wild Ginger Way.

104. As a direct and proximate result of Defendants' misconduct, the Parks Plaintiffs have suffered, and will continue to suffer, economic loss relating to their purchase of property from Eagle Rock.

**E. The Defendants' Scheme Is Revealed**

105. On January 9, 2025, Pennsylvania Attorney General Michelle A. Henry filed a Complaint against Defendants alleging the existence of the fraudulent scheme alleged herein. *See Commonwealth of Pennsylvania v. Eagle Rock Resort Co., LLC, et al.*, 3:25-cv-00059 (M.D. Pa.) (the "Attorney General Complaint").

106. Five days later, on January 14, 2025, the Philadelphia Inquirer published an article describing the Attorney General Complaint titled "A Poconos-area resort misled property buyers about the land's potential value, Pa. AG says". (<https://www.inquirer.com/business/eagle-rock->

resorts-hazleton-lawsuit-pa-attorney-general-20250114.html) (last accessed July 18, 2025).

107. As a result of the public filing of the Attorney General Complaint and the Inquirer article reporting on same, the value of the undeveloped lots, to the extent there was any, was further eroded.

**F. Defendants Attempt to Maintain the Inflated Market Price of Lots**

108. A complaint filed on July 23, 2025 by Defendants Eagle Rock Real Estate Co. and Eagle Rock Resort Co., LLC against Century 21 Select Group (“Century 21”) and various Century 21 employees (the “Century 21 Complaint”) outlines further attempts by Defendants to inflate the market price of undeveloped lots at Eagle Rock Resort.

109. Through the allegations in the Century 21 Complaint, Defendants admit that, when real estate agents, like the named Century 21 employee defendants, who are unaffiliated with Eagle Rock, attempt to list undeveloped lots for resale on the open market at prices that reflect the lots’ market value—around \$5,000—Defendants Eagle Rock Real Estate Co. and Eagle Rock Resort Co., LLC contact the listing agent and offer to buy back the lot for more than double the listing price.

110. After the buyback, Defendants then list the lot at around \$33,700-\$42,900. This practice keeps list prices of undeveloped lots artificially high.

**CLASS ALLEGATIONS**

111. Plaintiffs hereby adopt and reiterate each and every allegation as if fully set forth herein and incorporates the same by reference.

112. Plaintiffs bring this consolidated action pursuant to Pennsylvania Rules of Civil Procedure Rule 1702, *et seq.* on behalf of themselves and the following class of persons and organizations similarly situated for all direct, proximate, and foreseeable losses caused by Eagle Rock’s deceptive conduct in connection with the sale of land at Eagle Rock Resort. The proposed

Class is defined as follows:

All individuals and businesses who purchased undeveloped lots from Defendants prior to January 9, 2025.

113. The following people are excluded from the Class: (1) any judge or magistrate presiding over this action and members of their families; (2) Defendants, Defendants' members, partners, subsidiaries, parents, successors, predecessors, affiliated entities, and any entity in which Defendants or any parents have a controlling interest, and their current or former officers and directors and employees; (3) persons who properly execute and file a timely request for exclusion from the Class; (4) persons whose claims in this matter have been finally adjudicated on the merits or otherwise released; (5) Plaintiffs' counsel and Defendants' counsel; and (6) the legal representatives, successors, and assigns of any such excluded persons.

114. Plaintiffs reserve the right to amend the class definition with greater specificity or division after having had an opportunity to conduct additional investigation and discovery.

115. This action satisfies the requirements of Pa. R. Civ. P. 1702.

**1. Numerosity**

116. This action satisfies the requirements of Pa. R. Civ. P. 1702(1) because the members of the Class are so numerous that the joinder of all members is impractical.

117. While the exact number of Class members is unknown to Plaintiffs at this time, it is ascertainable; the proposed Class includes hundreds of individuals who purchased undeveloped lots at Eagle Rock Resort during the time period in which Defendants were manipulating the market for property at the Eagle Rock Resort. Class members may be notified of the pendency of this action by recognized, Court-approved notice dissemination methods, which may include U.S. mail, electronic mail, internet postings, and/or published notice.

## **2. Predominance of Common Issues**

118. This action satisfies the requirements of Pa. R. Civ. P. 1702(2) because this action involves common questions of law or fact that predominate over questions affecting only individual Class members.

119. The common questions include, without limitation, the following:

- a. Whether Defendants' written sales procedures instruct salespeople to make untrue statements of material fact or to omit to state material facts;
- b. Whether Defendants engaged in acts, practices, or a course of business in connection with the sale of property at Eagle Rock Resort which operated as a fraud or deceit upon the market;
- c. Whether the undeveloped lots sold by Defendants are "securities" within the meaning of relevant Pennsylvania statutes including but not limited to 70 Pa. Stat. Ann. § 1-101, *et. seq.*
- d. Whether Defendants committed fraud on the market by selling inflated investment properties to the public.

## **3. Typicality**

120. This action satisfies the requirements of Pa. R. Civ. P. 1702(3) because Plaintiffs' claims are typical of the claims of other Class members and arise from the same course of conduct by Defendants.

121. Plaintiffs all purchased an undeveloped lot in the Eagle Rock Resort during the Class Period.

122. Plaintiffs claims are based upon the same legal theories as those of the other Class members.

123. Plaintiffs and the other Class members sustained damages as a direct and proximate result of the same wrongful acts or omissions in which Defendants engaged.

124. Plaintiffs' damages and injuries are consistent with those of all other Class members, and Plaintiffs seek relief consistent with the relief available to all other Class members.



**4. Adequacy**

125. This action satisfies the requirements of Pa. R. Civ. P. 1702(4) because Plaintiffs will fairly and adequately represent and protect the interests of all Class members.

126. Plaintiffs have retained counsel with substantial experience in prosecuting complex class action litigation.

127. Plaintiffs and their counsel are committed to vigorously prosecuting this action on behalf of the Class and have the financial resources to do so.

128. Neither Plaintiffs nor their counsel have interests adverse to those of other Class members.

129. Plaintiffs intend to vigorously prosecute this case and will fairly and adequately protect the interests of all Class members.

**5. Fair and Efficient**

130. This action satisfies the requirements of Pa. R. Civ. P. 1702(5) because a class action is a fair and efficient method for group-wide adjudication of this controversy. The common questions of law and of fact regarding Defendants' conduct predominate over any questions affecting only individual Class members.

131. Plaintiffs meet the requirements of Pa. R. Civ. P. Rule 1708 because the damages suffered by certain individual Class members may be relatively small, the expense and burden of individual litigation would make it very difficult for all individual Class members to redress the wrongs done to each of them individually, such that many Class members would have no rational economic interest in individually controlling the prosecution of specific actions. Moreover, the burden imposed on the judicial system by individual litigation by even a small fraction of the Class would be enormous, making class adjudication fair and efficient.

132. The prosecution of this case as a class action presents far fewer management

difficulties, far better conserves judicial resources and the parties' resources, and far more effectively protects the rights of each Class member than would piecemeal litigation. Compared to the expense, burdens, inconsistencies, economic infeasibility, and inefficiencies of individualized litigation, the challenges of managing this action as a class action are substantially outweighed by the benefits to the legitimate interests of the parties, the Court, and the public, making class adjudication fair and efficient under Pa. R. Civ. P. 1708.

133. Plaintiffs are not aware of any obstacles likely to be encountered in the management of this action that would preclude its maintenance as a class action. Rule 1702 provides the Court with authority, discretion, and flexibility to maximize the efficiencies and benefits of the class mechanism and reduce management challenges. The Court may, on motion of Plaintiffs or on its own determination, certify classes for claims sharing common legal questions; to certify any particular claims, issues, or common questions of fact or law for class-wide adjudication; certify and adjudicate bellwether class claims; and utilize generically Pa. R. Civ. P. 1701, *et seq.* to divide any Class into subclasses.

#### **6. Manageability**

134. Pursuant to Pennsylvania Rules of Civil Procedure, a class action is fair and efficient adjudication of this controversy, and common questions of law and fact overwhelmingly predominate over any individual questions that may arise.

135. The prosecution of separate actions by individual Class members would create a risk of inconsistent or varying adjudications with respect to individual Class members which would establish incompatible standards of conduct for the Defendants or adjudication with respect to individual Class members which would as a practical matter be dispositive of the other members not parties to the adjudications or substantially impair or impede their ability to protect their interests.

136. Adjudication with respect to individual Class members would, as a practical matter, be dispositive of the interests of other Class members and impede those interests.

137. The Defendants have acted or refused to act on grounds generally applicable to all Class members, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the class as a whole.

138. The Class is so numerous as to make joinder impracticable. However, the Class is not so numerous as to create manageability problems. There are no unusual legal or factual issues which would create manageability problems.

139. The claims of the individual Class members are small in relation to the expenses of litigation, making a class action the only procedure in which Class members can, as a practical matter, recover. However, the claims of individual Class members are large enough to justify the expense and effort in maintaining a class action.

140. Plaintiffs will rely, in part, upon the presumption of reliance established by the fraud-on-the-market doctrine in that:

- Defendants made public misrepresentations or failed to disclose material facts during the Class Period;
- the omissions and misrepresentations were material;
- Defendants sold the undeveloped lots in an efficient market;
- the misrepresentations and omissions alleged would tend to induce a reasonable investor to misjudge the value of the undeveloped lots; and
- Plaintiffs and other Class members purchased, acquired and/or sold undeveloped lots between the time the Defendants failed to disclose or misrepresented material facts and the time the true facts were disclosed, without knowledge of the omitted or misrepresented facts.

141. Based upon the foregoing, Plaintiffs and the other Class members are entitled to a presumption of reliance upon the integrity of the market.

142. Due to the complexities of the action, the issues and expenses involved in litigating separate Class members' claims are not justified by the potential recovery.

143. Prosecuting a single action without a class action will substantially impair or impede the ability of Class members to protect their interests because it would be cost prohibitive to bring an action individually.

144. Plaintiffs are not aware of any action brought by any other Class member before this Court. The only other action arising from Defendants' unlawful behavior alleged herein of which Plaintiffs are aware is the action brought by the Commonwealth of Pennsylvania's Attorney General's Office. *See Commonwealth of Pennsylvania v. Eagle Rock Resort Co., LLC, et al.*, 3:25-cv-00059 (M.D. Pa.). However, the Attorney General Complaint does not plead any claim under the Pennsylvania Securities Act which provides Class members additional relief for Defendants' unlawful acts.

#### **7. Adequacy of Representation**

145. Pursuant to Rule 1709 of the Pennsylvania Rules of Civil Procedure, class counsel will adequately represent the parties and represents the interests of the class.

146. Class counsel is experienced in prosecuting class actions.

147. There are no conflicts of interest between Class Plaintiffs and Members of the Class.

148. Class Plaintiffs purchased their investment properties sold by Defendants under similar circumstances as Class Members.

149. Class Plaintiffs' interests are tied to Class Members and are fully prepared to prosecute this action on behalf of all Class Members.

150. Class Counsel has the financial wherewithal and ability to prosecute this matter on behalf of the Class.

**CAUSES OF ACTION**

**COUNT I**

**SECURITIES FRAUD (70 Pa. Stat. Ann. § 1-401)  
(on behalf of Plaintiff and the Proposed Class)**

151. Plaintiffs hereby adopt and reiterate each and every allegation as if set forth fully herein and incorporate the same by reference.

152. The anti-fraud provision of the Pennsylvania Securities Act (“PSA”) provides that:

It is unlawful for any person, in connection with the offer, sale or purchase of any security in this State, directly or indirectly:

- (a) To employ any device, scheme or artifice to defraud;
- (b) To make any untrue statement of a material fact or to omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they are made, not misleading; or
- (c) To engage in any act, practice or course of business which operates or would operate as a fraud or deceit upon any person. 70 Pa. Stat. Ann. § 1-401.

153. “Section 1-501(a) [of the PSA] establishes private causes of actions arising from violations of Sections 1-401.” *Mimi Invs., LLC v. Tufano*, 297 A.3d 1272, 1288 (Pa. 2023).

154. The PSA’s definition of “Security” includes the catch-all term “investment contract” along with stocks, notes, bonds and other more commonly recognized types of securities. *See* 70 Pa. Stat. Ann. § 1-102(t); *see also Rossi v. Quarmley*, 604 F. App’x 171, 172 (3d Cir. 2015) (describing “investment contracts” as a catch-all type of security).

155. An investment contract exists where there is 1) an investment of money; 2) in a common enterprise; 3) in which the investor expects profits solely from the efforts of the promoter or a third party. *See Schwalm v. Pennsylvania Sec. Com.*, 965 A.2d 326, 332 (Pa. Commw. Ct. 2009).

156. Real estate investments constitute securities when certain factors are present, including when the purchase is motivated by expected profits. *Securities and Exchange*

*Commission v. W.J. Howey Co.*, 66 S.Ct. 1100, 1101 (1946).

157. During the Class Period, Defendants engaged in a plan, scheme, conspiracy and course of conduct, pursuant to which they knowingly or recklessly engaged in acts, transactions, practices and courses of business which operated as a fraud and deceit upon Plaintiffs and the other Class members; made various untrue statements of material facts and omitted to state material facts necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading; and employed devices, schemes and artifices to defraud in connection with the purchase and sale of securities. Such scheme was intended to, and, throughout the Class Period, did: (i) deceive the investing public, including Plaintiffs and other Class members, as alleged herein; (ii) falsely inflate the prices of undeveloped lots at Eagle Rock Resort; and (iii) cause Plaintiffs and other Class members to purchase or otherwise acquire undeveloped lots at artificially inflated prices. In furtherance of this unlawful scheme, plan and course of conduct, Defendants, and each of them, took the actions set forth herein.

158. Defendants made and instructed their employees and agents to make materially false and misleading statements and omissions online and during sales pitches to potential buyers, including Plaintiffs and other Class members. These misleading statements and omissions include, but are not limited to:

- a. Selling undeveloped lots at or above resale value while representing to consumers that the lots are priced below current resale value;
- b. Listing undeveloped lots for sale on Realtor.com and other websites at inflated prices;
- c. Preparing and distributing misleading “comparable property sales” materials;
- d. Misrepresenting to potential buyers that some undeveloped lots were priced lower due to their location and access to views and/or due to a limited time promotion when, in fact, the lower priced lots reflected actual market resale value while the higher priced lots were being sold at inflated prices above resale value;

- e. Misrepresenting to potential buyers that they were eligible for limited time promotional pricing and financing when in fact the pricing and financing offered was standard and offered consistently;
- f. Misrepresenting that the value of the undeveloped lots increased by 10%-15% each year; and
- g. Preparing and distributing misleading real estate listing emails which showed "featured homes" and open houses with listing prices far greater than the market resale value of any of the properties at Eagle Rock Resort.

159. By virtue of their status as the sellers and/or developers of the lots, Defendants had actual knowledge of the falsity and materiality of the misleading statements and omissions alleged herein and intended thereby to deceive Plaintiffs and the other Class members, or, in the alternative, Defendants acted with reckless disregard for the truth in that they failed or refused to ascertain and disclose such facts as would reveal the materially false and misleading nature of the statements made, although such facts were readily available to Defendants. Said acts and omissions of Defendants were committed willfully or with reckless disregard for the truth. In addition, each Defendant knew or recklessly disregarded that material facts were being misrepresented or omitted as described above.

160. Information showing that Defendants acted knowingly or with reckless disregard for the truth is peculiarly within Defendants' knowledge and control. As the sellers and developers of lots within Eagle Rock Resort, Defendants had knowledge of the market value of the lots, the system used to price the lots, and the creation of sales procedures and training of sales staff.

161. During the Class Period, undeveloped lots at the Resort were traded on an active and efficient market. Plaintiffs and the other Class members, relying on the materially false and misleading statements described herein, which the Defendants made, issued or caused to be disseminated, or relying upon the integrity of the market, purchased or otherwise acquired undeveloped lots at prices artificially inflated by Defendants' wrongful conduct. Had Plaintiffs

and the other Class members known the truth, they would not have purchased or otherwise acquired said securities, or would not have purchased or otherwise acquired them at the inflated prices that were paid. At the time of the purchases and/or acquisitions by Plaintiffs and the Class, the true value of the lots was substantially lower than the prices paid by Plaintiffs and the other Class members. The market price of the lots declined sharply upon public disclosure of the facts alleged herein to the injury of Plaintiffs and the Class.

162. As a result of Defendants' misrepresentations, Plaintiffs suffered economic loss including, but not limited to the amount of the purchase price of the undeveloped lots and costs associated with holding the property such as interest, real estate taxes, and annual Community Association fees.

163. Had Plaintiffs known that the value of the lots they purchased from Defendants was much lower than represented, they would not have purchased property from Defendants.

164. By virtue of the foregoing, Defendants violated Section 1-401(a), (b), and (c) of the Pennsylvania Securities Act.

165. Plaintiff has a private right of action against Defendants for the aforementioned violations pursuant to 70 Pa. Stat. Ann. § 1-501(a).

166. As a direct and proximate result of Defendants' wrongful conduct, Plaintiffs and the other Class members suffered damages in connection with their respective purchases and sales of the undeveloped lots during the Class Period, upon the disclosure that Defendants were disseminating misrepresentations about the properties offered for sale to the investing public.

167. Pursuant to 70 Pa. Stat. Ann. § 1-501(a), Plaintiffs and the Class seek judgment in the amount of the consideration paid for securities purchased from Defendants together with interest at the legal rate from the date of payment, less the amount of any income received on the



securities upon sale as well as costs and reasonable attorney fees.

**COUNT II**  
**FRAUD**

**(on behalf of Plaintiff and the Proposed Class)**

168. Plaintiffs hereby adopt and reiterate each and every allegation as if set forth fully herein and incorporates the same by reference.

169. Defendants made material misrepresentations and omissions concerning the value, investment potential, and resale market of the lots sold at Eagle Rock Resort by failing to disclose that the lots were priced significantly above fair market value, that the resale market was severely limited or nonexistent unless purchasers planned to build on their lots, and that the promotional materials provided to potential buyers overstated the value of comparable lots.

170. At the time they decided to purchase a lot at Eagle Rock, Defendants provided Plaintiffs and the other Class members with promotional materials that contained a listing of lots in and around the Resort, with some advertised at prices as high as \$500,000.

171. The materials failed to disclose and/or concealed that the listed prices reflected developed lots and that the value of Plaintiffs' lots would not appreciate absent plans to build on them.

172. Defendants have continued to misrepresent the resale value of Eagle Rock undeveloped lots, listing them for sale at prices ranging from \$10,000 to \$48,000, while failing to disclose and/or concealing that lots are actually reselling for between \$5,000 and \$8,000. Thus, Defendants made written misrepresentations and omissions concealing the true market value and investment potential of the lots sold at Eagle Rock.

173. In addition, Defendants employed sales representatives at Eagle Rock to market and sell undeveloped lots to Plaintiffs and the other Class members by making the uniform oral

misrepresentations and omissions set forth in detail above that concealed and/or omitted the true market value and investment potential of the lots.

174. Plaintiff reasonably relied on Defendants' written and oral misrepresentations and omissions concerning the value, investment potential, and resale value of Eagle Rock lots.

175. Had Plaintiff and the Class known that the sales prices of Eagle Rock properties had been inflated and that the properties had little to no investment potential absent plans to build on the lots, they would have paid less for them.

176. Rather than inform potential customers of the truth regarding the market value and investment potential of Eagle Rock lots, Defendants misrepresented and concealed material information related to the resale market and the potential for the lots to appreciate.

177. As a result of the foregoing fraudulent conduct, Plaintiffs and the other Class members were fraudulently induced to purchase lots at Eagle Rock.

178. These misrepresentations and omissions were made by Defendants with knowledge of their falsity, and with the intent that Plaintiffs and the other Class members rely on them.

179. Defendants' misrepresentations and omissions were material because the future resale value was a material fact regarding the decision of Plaintiffs and the other Class members to purchase property at Eagle Rock.

180. Defendants misrepresented and omitted this material information to drive up sales, as consumers would not have purchased property at Eagle Rock, or would have paid substantially less for it, had they known the truth. Although Defendants had a duty to ensure the accuracy of information presented to prospective buyers regarding the market value and investment potential of the lots, they did not fulfill their duties.

181. As a result of the foregoing fraudulent conduct, Plaintiffs and other Class members

have been damaged.

**COUNT III**  
**VIOLATIONS OF THE PENNSYLVANIA UNFAIR TRADE  
PRACTICES AND CONSUMER PROTECTION LAW**  
**(73 P.S. §§201-1 - 201-10S)**

182. Plaintiffs hereby adopt and reiterate each and every allegation as if set forth fully herein and incorporates the same by reference.

183. At all times relevant hereto, Defendants engaged in unlawful, unfair and deceptive conduct including but not limited to:

- a. Misrepresenting to potential buyers that it was selling lots at or below secondary market resale value when in fact it was selling lots for more than market resale value;
- b. Showing potential buyers misleading "comparable property sales" materials;
- c. Misrepresenting to potential buyers that some undeveloped lots were priced lower due to their location and access to views and/or due to a limited time promotion when, in fact, the lower priced lots reflected actual market resale value while the higher priced lots were being sold at inflated prices above resale value;
- d. Sending misleading real estate listing emails to lot owners which showed "featured homes" and open houses with listing prices far greater than the market resale value of any of the properties at Eagle Rock Resort; and
- e. Otherwise using high-pressure sales tactics to push consumers to make the purchase without shopping around or otherwise researching the value of the undeveloped lots.

184. At all times relevant and material hereto, Defendants' conduct constituted unfair acts or practices in the conduct of trade or commerce prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2 of the Consumer Protection Law, including, but not limited to, the following:

- a. Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have;
- b. Making false or misleading statements of fact concerning the reasons for,

existence of, or amounts of price reductions; and

- c. Engaging in other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, 73 P.S. § 201-2(4)(v), (xi), and (xxi).

185. All of the practices described above were performed willfully by Defendants.

186. All of the practices described above are likely to deceive a consumer acting reasonably under similar circumstances. A consumer is likely to rely on written and oral representations made by a seller or seller's agent who, the consumer believes, has superior knowledge of the property being offered for sale, the pricing and value of said property, and other conditions relating to the value of the property.

187. Plaintiffs and the other Class members justifiably relied on the misrepresentations described above. It is justifiable for individuals considering investing in a real estate development to rely on the representations of the developer's employees and agents. The developer has access to information about future plans for the development, the method used to price subdivisions within the development, and other factors that impact the value of the property.

188. As a result of the foregoing, Plaintiffs and the other Class members have suffered an ascertainable monetary loss in the amount of the purchase price paid for property at Eagle Rock Resort minus the amount—if any—they would have paid for such property had they received accurate information from Defendants about the property's market value.

189. Pursuant to 73 Pa. Stat. Ann. § 201-9.2(a) Plaintiff and Class members seek judgment in the amount of three times their actual damages sustained, costs and reasonable attorney fees.

#### **PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiffs, on behalf of themselves and all others similarly situated, respectfully requests this Court grant the following relief:

- a. Determine that under Pennsylvania Rule of Civil Procedure 1701, et seq., this civil action may be maintained as a class action and certify as such;
- b. Award the actual damages incurred by the Plaintiffs and the Members of the Class as a result of the wrongful acts complained of, along with pre-judgment and post-judgment interest at the maximum rate allowed by law;
- c. Award the punitive damages to Plaintiffs the Class of Plaintiffs they represent;
- d. Award Plaintiffs reimbursement of costs and expenses incurred in pursuing this litigation.

Date: September 5, 2025

Respectfully Submitted,

/s/ Daniel C. Levin  
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*Attorneys for Plaintiffs*

**VERIFICATION**


I Victoria C. Parks, certify that all statements made in this Complaint are true and correct to the best of my knowledge, information, and belief. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

*V.C.P.* Parks (Sep 3, 2025 22:22:04 GMT+3)  
Victoria C. Parks

Date: 09/03/2025

**VERIFICATION**

I Manly Parks, certify that all statements made in this Complaint are true and correct to the best of my knowledge, information, and belief. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

  
\_\_\_\_\_  
Manly Parks (Sep 3, 2025 20:17:34 GMT+3)  
James Manly Parks

Date: 09/03/2025

# EXHIBIT A



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**Map/View:**
  
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**Price Range:**
  
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**Beds:**
  
 Any

**Baths:**
  
 Any

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**1042 Seybert St**
  
 Hazleton, PA 18202
   
**\$179,900**
  
 3 Bed, 2 Bath, 1,785 Sq Ft
   
 Property Type: Single Family Home
   
 Brokered By: CENTURY 21 SELECT GROUP - HAZLETON
   
 You Will be Sold

**692 Harvey St**
  
 West Hazleton, PA 18202
   
**\$179,900**
  
 3 Bed, 1.5 Bath, 2,000 Sq Ft
   
 Property Type: Single Family Home