

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

BNY MELLON, NATIONAL ASSOCIATION  
and THE BANK OF NEW YORK MELLON,

Plaintiffs,

OCCUPY PITTSBURGH, an unincorporated  
association, JANE DOES (1-50), and JOHN :  
DOES (1-50),

Defendants.

CIVIL DIVISION

No.: GD 11-025549

DEFENDANT'S ANSWER AND  
NEW MATTER

Filed on behalf of Defendants  
Occupy Pittsburgh

Counsel of Record for this Party

Michael J. Healey, Esq.  
Pa ID No. 27283

Healey & Hornack, P.C.  
436 7<sup>th</sup> Avenue, Suite 2901  
Koppers Building  
Pittsburgh, PA 15219  
(412) 391-7711

Rachael Rosnick, Esq.  
Pa ID No. 309599

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

BNY MELLON, NATIONAL ASSOCIATION  
and THE BANK OF NEW YORK MELLON,

Plaintiffs,

OCCUPY PITTSBURGH, an unincorporated  
association, JANE DOES (1-50), and JOHN  
DOES (1-50),

Defendants.

CIVIL DIVISION

No.: GD 11-025549

DEFENDANT'S ANSWER AND  
NEW MATTER

**DEFENDANT'S ANSWER AND NEW MATTER**

Defendant, Occupy Pittsburgh, through undersigned counsel files the following Answer and New Matter to Plaintiffs' Complaint for Injunctive Relief and in support thereof states as follows:

**INTRODUCTION**

After a mass demonstration of thousands of people in Pittsburgh on October 15, 2011, as in hundreds of cities around the world that day, approximately one hundred people proceeded to occupy BNY Mellon Green (later named People's Park). The site was chosen by Defendant to bring attention to the disparities of political and economic power in our society in general and the role of Bank of New York Mellon in particular. Mellon attracted this to scrutiny due to lawsuits by states Attorneys General, speculative currency trading, transactions with Bernie Madoff, and dealings in toxic mortgages.

The Park is, like a traditional public square, a public forum, and has been used as such by Occupy Pittsburgh since the beginning of the occupation as a place to spur discussion, mobilization, and education of the public about the message of the occupation. However, despite a peaceful encampment with no incidents of violence or damage, and despite Mellon's delivery

of guidelines for use of the park “so long as the occupation continues,” on December 9, 2011 BNY Mellon posted “eviction notices” – followed by this lawsuit for injunctive relief seeking to evict Defendant from the park.

Defendant denies in this pleading that plaintiffs are entitled to any relief from this Court, and deny plaintiffs have grounds to invoke the extraordinary equitable powers of this Court. Defendant also pleads, among other things, that Defendant Occupy Pittsburgh’s actions are protected by the free speech and right of assembly provisions of the state and federal constitutions and by provisions of the Pittsburgh Zoning Code; and that Defendants’ actions in regard to usage (conveyed by Mellon and City officials) of the Park created a license on which Defendant detrimentally relied.

### ANSWER

1. The averments in paragraph 1 of the Complaint are admitted.<sup>1</sup>
2. The averments in paragraph 2 of the Complaint are admitted. It is especially admitted that “Plaintiff Bank of New York Mellon is a New York banking corporation with its principal places of business located at One Wall Street, New York, NY 10286.”
3. The averments in paragraph 3 of the Complaint are admitted.
4. Defendant is without knowledge as to the truth or falsity of the averments of paragraph 4 of the Complaint. Accordingly, strict proof of said allegations is demanded at the time of hearing or trial.
5. Defendant is without knowledge as to the truth or falsity of the averments of paragraph 5 of the Complaint. Accordingly, strict proof of said allegations is demanded at the time of hearing or trial.
6. The averments of paragraph 6 of the Complaint are admitted.

---

<sup>1</sup> The paragraph numbers of this Answer correspond to the paragraph numbers of Plaintiffs’ Complaint.

7. Defendant is without knowledge as to the truth or falsity of the averments of paragraph 7 of the Complaint. Accordingly, strict proof of said allegations is demanded at the time of hearing or trial.

8. Defendant is without knowledge as to the truth or falsity of the averments of paragraph 8 of the Complaint. Accordingly, strict proof of said allegations is demanded at the time of hearing or trial.

9. Defendant is without knowledge as to the truth or falsity of the averments of paragraph 9 of the Complaint. Accordingly, strict proof of said allegations is demanded at the time of hearing or trial.

10. Defendant is without knowledge as to the truth or falsity of the averments of paragraph 10 of the Complaint. Accordingly, strict proof of said allegations is demanded at the time of hearing or trial.

11. The averments of paragraph 11 of the Complaint seek to characterize a document that speaks for itself. Accordingly, Defendant denies any attempt to characterize that document.

12. Defendant is without knowledge as to the truth or falsity of the averments of paragraph 12 of the Complaint. Accordingly, strict proof of said allegations is demanded at the time of hearing or trial.

13. The averments of paragraph 13 of the Complaint seek to characterize a document that speaks for itself. Accordingly, Defendant denies any attempt to characterize that document.

14. The averments of paragraph 14 of the Complaint seek to characterize a document that speaks for itself. Accordingly, Defendant denies any attempt to characterize that document.

15. The averments of paragraph 15 of the Complaint seek to characterize a document that speaks for itself. Accordingly, Defendant denies any attempt to characterize that document.

16. Defendant is without knowledge as to the truth or falsity of the averments of paragraph 16 of the Complaint. Accordingly, strict proof of said allegations is demanded at the time of hearing or trial.

17. The averments of paragraph 17 of the Complaint seek to characterize a document that speaks for itself. Accordingly, Defendant denies any attempt to characterize that document.

18. The averments of paragraph 18 of the Complaint seek to characterize a document that speaks for itself. Accordingly, Defendant denies any attempt to characterize that document.

19. Defendant is without knowledge as to the truth or falsity of the averments of paragraph 19 of the Complaint. Accordingly, strict proof of said allegations is demanded at the time of hearing or trial.<sup>2</sup>

20. The averments of paragraph 20 are admitted in part and denied in part. It is admitted that People's Park was conveyed to Plaintiffs by deed(s), but it is denied that such conveyance has any impact on Defendant's legal rights.

21. The averments of paragraph 21 of the Complaint are admitted in part and denied in part. It is admitted that as part of the Planning Commission's approved plan for the Project Plaintiffs created landscaped areas with sidewalks, benches, and a central fountain. Defendant denies the characterization that this is or was "temporary accessory Open Space."

22. The averments of paragraph 22 of the Complaint are denied. It is specifically denied that "Also, pursuant to the Planning Commission's approval plan for the Project, BNY Mellon constructed the pedestrian walkway immediately abutting the T-station and connecting from Grant Street to Ross Street (the "Sidewalk") which Sidewalk was designated as required accessory Urban Open Space for the Project. The Sidewalk is bordered by BNY Mellon Center, Ross Street, and BNY Mellon Green."

---

<sup>2</sup> Plaintiffs refer to the site in question as BNY Mellon Green. Defendant refers to the site as "People's Park."

23. The averments of paragraph 23 of the Complaint seek to characterize a document that speaks for itself. Accordingly, Defendant denies any attempt to characterize that document.

24. The averments of paragraph 24 of the Complaint are denied. It is specifically denied that “Under the Project and as approved by the Planning Commission, BNY Mellon Green was intended to be reserved for future commercial development, was only temporarily to be used as Urban Open Space, and was not designated as Urban Open Space subject to the Urban Open Space provisions of the 1998 Zoning Code.”

25. The averments of paragraph 25 of the Complaint constitute legal conclusions to which no answer is required and as such these averments are denied.

26. The averments of paragraph 26 of the Complaint seek to characterize a document that speaks for itself. Accordingly, Defendant denies any attempt to characterize that document.

27. The averments of paragraph 27 of the Complaint constitute legal conclusions to which no response is required. Moreover, provisions of the 1988 Zoning Code speak for themselves. Accordingly, Defendant denies any attempt to characterize such provisions, particularly those pertaining to "Urban Open Space."

28. The averments of paragraph 28 of the Complaint are denied as stated. By way of further answer, the 1988 Zoning Code requires that Urban Open Space be open to the public without restriction “at least during all business hours common to the area of the district in which it is located” and the business hours in the planning district at issue are 24 hours a day.

29. The averments of paragraph 29 of the Complaint seek to characterize a document that speaks for itself. Accordingly, Defendant denies any attempt to characterize that document.

30. The averments of paragraph 30 of the Complaint constitute legal conclusions to which no answer is required and as such these averments are denied.

31. The averments of paragraph 31 of the Complaint are admitted in part and denied in part. It is admitted that a total of 79,279 square feet was provided as part of the Project and that People's Park was included in that space. It is denied that only 21,405 square feet of Urban Open Space was required to be provided. Defendant further denies the characterization of People's Park as anything other than Urban Open Space.

32. The averments of paragraph 32 of the Complaint are denied. It is specifically denied that "BNY Mellon is Open Space provided in excess of the Urban Open Space for the Project, and therefore is not subject to the requirements of the 1998 Zoning Code governing Urban Open Space."

33. The averments of paragraph 33 of the Complaint are denied. It is specifically denied that "Under the Project and as approved by the Planning Commission, BNY Mellon Green is Open Space subject (at BNY Mellon's discretion) to future commercial development and is not required to be made accessible to the public."

34. The averments of paragraph 34 of the Complaint are denied. It is specifically denied that "Under the Project and as approved by the Planning Commission, the only portion of the property between Grant Street and Ross Street designated as Urban Open Space was the Sidewalk adjacent to BNY Mellon Green that extends from Grant Street to Ross Street in front of the main entrance at BNY Mellon Client Service Center."

35. The averments of paragraph 35 of the Complaint are denied. It is specifically denied that "Under the Project and as approved by the Planning Commission, no portion of the Project, including the BNY Mellon Green or the Sidewalk, was dedicated to the public."

36. The averments of paragraph 36 of the Complaint constitute legal conclusions to which no answer is required and as such these averments are denied.

37. The averments of paragraph 37 of the Complaint are denied. It is specifically denied that “Accordingly, BNY Mellon Green is Open Space, reserved for future development, and not Urban Open Space required to be provided in the Golden Triangle Zoning District.”

38. The averments of paragraph 38 of the Complaint are admitted. By way of further answer, all the walkways and substantial other portions of People’s Park are open to the general public.

39. The averments of paragraph 39 of the Complaint are admitted.

40. The averments of paragraph 40 of the Complaint are admitted.

41. The averments of paragraph 41 of the Complaint are admitted.

42. The averments of paragraph 42 of the Complaint are admitted. By way of further answer, Defendant has raised and received funds in reliance upon Plaintiffs’ issuance of guidelines on November 1, 2011 indicating that Defendant could stay on the site (Exhibit A attached hereto).

43. The averments of paragraph 43 of the Complaint are denied. It is denied that Defendant is requesting 15 lb propane cylinders and propane heaters. Defendant also denies Plaintiffs’ undefined and vague allegation that “combustible heat sources would create safety risks, including but not limited to fire, explosion, and carbon monoxide poisoning, if improperly used or stored” on what is alleged to be Plaintiffs’ property. By way of further answer, Defendant denies that there are any propane cylinders and propane heaters or any combustible heat sources on the site in question.

44. The averments of paragraph 44 of the Complaint are admitted in part and denied in part. Defendant is without knowledge as to the truth or falsity of the averments of the first two sentences of paragraph 44 of the Complaint. Accordingly strict proof of said allegations is demanded at the time of hearing or trial. It is admitted that Plaintiffs posted a notice on December 9, 2011, but it is denied that said notice has any legal effect. By way of further

answer, Defendant seeks to keep People's Park open this winter and is addressing issues of snow removal and treatment.

45. The averments of paragraph 45 of the Complaint are admitted. By way of further answer, it is denied said notice has any legal effect.

46. The averments of paragraph 46 of the Complaint are admitted.

47. The averments of paragraph 47 of the Complaint constitute legal conclusions to which no answer is required and as such these averments are denied.

48. The averments of paragraph 48 of the Complaint constitute legal conclusions to which no answer is required and as such these averments are denied.

49. The averments of paragraph 49 of the Complaint are denied. It is specifically denied that "Under the 1988 Zoning Code and the approved Application, BNY Mellon Green is Open Space intended for future, private commercial development by BNY Mellon or its assigns."

50. The averments of paragraph 50 of the Complaint are legal conclusions and as such are denied. It is specifically denied that "Under the 1988 Zoning Code and the Project as approved by the Planning Commission, no portion of the Project, including BNY Mellon Green, was dedicated to the public."

51. The averments of paragraph 51 of the Complaint are legal conclusions and as such are denied. It is specifically denied that "Under the 1988 Zoning Code, the only portion of the property between Grant Street and Ross Street that is designated as Urban Open Space is the Sidewalk from Grant Street to the entrance to Ross Street in front of BNY Mellon Client Service Center which exists only to facilitate pedestrian access."

52. The averments of paragraph 52 of the Complaint are legal conclusions and as such are denied. It is specially denied that "However, even if the entire BNY Mellon Green was deemed

to be Urban Open Space, which it is not, Defendant's continued Occupation interferes with and prevents its use as Urban Open Space and is inconsistent with the definition of Urban Open Space under the applicable 1988 Zoning Code and, if it were applicable, the same would be true under the 1999 Zoning Code."

53. The averments of paragraph 53 of the Complaint constitute legal conclusions to which no answer is required and as such these averments are denied.

54. The averments of paragraph 54 of the Complaint are denied. It is denied "As set forth in the notice, BNY Mellon's prohibitions on overnight camping and the presence on BNY Mellon of any structures, camping equipment and stored personal items are reasonably necessary to protect Mellon's alleged property rights in BNY Mellon Green and the use of enjoyment of BNY Mellon Green." By way of further answer, Plaintiffs' stated intent is to close People's Park to the public.

55. The averments of paragraph 55 of the Complaint are denied. It is specifically denied that "As set forth in the Notice, BNY Mellon's prohibitions on overnight camping and the presence on BNY Mellon of any structures, camping equipments and stored personal items are reasonably necessary to ensure health, safety, and welfare at BNY Mellon Green."

56. The averments of paragraph 56 of the Complaint constitute legal conclusions to which no answer is required and as such these averments are denied. By way of further answer, Defendant incorporates its responses contained in paragraphs 27 and 28 of this Answer.

57. The averments of paragraph 57 of the Complaint are admitted. By way of further answer, Defendant's occupation does not simply consist of mere camping but constitutes expressive conduct and peaceful assembly.

58. The averments of paragraph 58 of the Complaint are denied. It is specifically denied that “Defendants’ continued occupation of BNY Mellon Green in the manner set forth in Paragraph 57 which is incorporated by reference as if fully set forth herein (the “Occupation”) constitutes a trespass or alternatively a nuisance.”

59. The averments of paragraph 59 of the Complaint are denied. It is specifically denied that “Defendants’ continued Occupation of BNY Mellon Green denies and has denied BNY Mellon possession and quiet enjoyment of its BNY Mellon Green.”

60. The averments of paragraph 60 of the Complaint are denied. It is specifically denied that “Defendants’ continued Occupation of BNY Mellon Green deprives and has deprived BNY Mellon’s tenants, employees, and guests of the use of BNY Mellon Green.”

61. The averments of paragraph 60 of the Complaint are denied. It is specifically denied that “Defendants can demonstrate no lawful basis to support their continued Occupation.”

62. The averments of paragraph 62 of the Complaint constitute legal conclusions to which no answer is required and as such these averments are denied. By way of further answer, it is specifically denied that Defendant has caused Plaintiffs to suffer any immediate, irreparable, and substantial harm and it is specifically denied:

- a. Denied that Plaintiffs have been denied the use, enjoyment, and possession of its property;
- b. Denied that Plaintiffs are unable to remedy any Pittsburgh Zoning Code violations, including, for example, the placement of structures without obtaining proper approvals due to any alleged unauthorized use and occupation of People’s Park by Defendant; moreover, it is denied that the City of Pittsburgh has issued any citations for zoning code violations;

- c. Denied that Defendant's continued occupation of People's Park causes significant damage to Plaintiffs as, *inter alia*, they incur utility, insurance, and tax expenses for property which they can not control or enjoy; moreover, Plaintiffs intend on closing the property to the public;
- d. Denied that Defendant's continued occupation of People's Park exposes Plaintiffs to the risk of claims as a result of conduct by or injury to the occupying Defendants;
- e. Denied that Defendant's continued occupation harms and threatens Plaintiffs' good will;
- f. The averments of paragraph 62 of the Complaint are admitted in part and denied in part. It is admitted that Defendant's continued occupation will prevent Plaintiffs from closing People's Park to the public. It is denied that Plaintiffs have historically closed said property;
- g. Denied that Defendant's continued occupation after posting of the referenced notice constitutes a defiant trespass in violation of 18 Pa. C.S.A. Section 3503(b).

#### **COUNT 1 (TRESPASS)**

- 63. Defendant incorporates the responses of Paragraphs 1 through 62 as if fully set forth here.
- 64. The averments of paragraph 64 of the Complaint constitute legal conclusions to which no answer is required and as such these averments are denied.
- 65. The averments of paragraph 65 are admitted in part and denied in part. It is admitted that Plaintiffs provided notice to Defendant on December 9, 2011 requiring Defendants to remove "all tents and other structures as well as camping equipment and other stored personal items from BNY Mellon Green by no later than noon on Sunday, December 11, 2011." It is

denied said notice has any legal effect. The allegation that Defendant has “no privilege or right to continue the Occupation” constitutes a legal conclusion to which no answer is required and as such is denied.

66. The averments of paragraph 66 of the Complaint constitute legal conclusions to which no answer is required and as such these averments are denied.

67. The averments of paragraph 67 of the Complaint constitute legal conclusions to which no answer is required and as such these averments are denied.

### **COUNT II (EJECTMENT)**

68. Defendant incorporates the responses of Paragraphs 1 through 67 as if fully set forth here.

69. The averments of paragraph 69 of the Complaint constitute legal conclusions to which no answer is required and as such these averments are denied.

70. The averments of paragraph 70 of the Complaint constitute legal conclusions to which no answer is required and as such these averments are denied.

71. The averments of paragraph 71 of the Complaint constitute legal conclusions to which no answer is required and as such these averments are denied.

### **COUNT III (PRIVATE NUISANCE)**

72. Defendant incorporates the responses of Paragraphs 1 through 71 as if fully set forth here.

73. The averments of paragraph 73 of the Complaint constitute legal conclusions to which no answer is required and as such these averments are denied.

74. The averments of paragraph 74 of the Complaint constitute legal conclusions to which no answer is required and as such these averments are denied.

75. The averments of paragraph 75 of the Complaint constitute legal conclusions to which no answer is required and as such these averments are denied.

76. The averments of paragraph 76 of the Complaint constitute legal conclusions to which no answer is required and as such these averments are denied.

#### **COUNT IV (PUBLIC NUISANCE)**

77. Defendant incorporates the responses of Paragraphs 1 through 76 as if fully set forth here.

78. The averments of paragraph 78 of the Complaint constitute legal conclusions to which no answer is required and as such these averments are denied.

79. The averments of paragraph 79 of the Complaint are denied. It is specifically denied that “Defendants’ Occupation involves a significant interference with the public health, the public safety, the public peace, the public comfort and the public convenience.”

80. The averments of paragraph 80 of the Complaint constitute legal conclusions to which no answer is required and as such these averments are denied.

81. The averments of paragraph 81 of the Complaint are denied. It is specifically denied that “Through Defendants’ continuing Occupation, Defendants’ conduct has substantially impaired BNY Mellon’s use and enjoyment of BNY Mellon Green by depriving access to all of the passive recreation spaces and informal activities areas of BNY Mellon Green.”

82. The averments of paragraph 82 are denied. It is specifically denied that “Defendants’ Occupation is specifically injuring BNY Mellon over and above the injury suffered by the public generally.”

83. The averments of paragraph 83 constitute legal conclusions to which no answer is required and as such these averments are denied.

84. The averments of paragraph 84 are denied. It is specifically denied that “As a result of Defendants’ conduct, BNY Mellon has been harmed including by not limited to the loss of the use of enjoyment of BNY Mellon Green.”

**COUNT V (Preliminary Injunction and Permanent Injunction)**

85. Defendant incorporates the responses of Paragraphs 1 through 84 as if fully set forth here.

86. The averments of paragraph 86 of the Complaint constitute legal conclusions to which no answer is required and as such these averments are denied.

87. The averments of paragraph 87 of the Complaint are admitted. By way of further answer, it is denied that the notice is of any legal effect.

88. The averments of paragraph 88 of the Complaint are denied. It is specifically denied that “Defendants refuse to comply with the Notice and continue their Occupation of BNY Mellon Green, and as such, Defendants have trespassed and continue to intentionally and willfully trespass on BNY Mellon Green.”

89. The averments of paragraph 89 of the Complaint constitute legal conclusions to which no answer is required and as such these averments are denied.

90. The averments of paragraph 90 of the Complaint constitute legal conclusions to which no answer is required and as such these averments are denied.

91. The averments of paragraph 91 of the Complaint of the complaint constitute legal conclusions to which no answer is required and as such these averments are denied. By way of further answer, it is specifically denied that Defendant has caused Plaintiffs to suffer any immediate, irreparable, and substantial harm and it is specifically denied:

- a. Denied that Plaintiffs have been denied the use, enjoyment, and possession of its property;
  - b. Denied that Plaintiffs are unable to remedy any Pittsburgh Zoning Code violations, including, for example, the placement of structures without obtaining proper approvals due to any alleged unauthorized use and occupation of People' Park by Defendant; moreover, it is denied that the City of Pittsburgh has issued any citations for zoning code violations;
  - c. Denied that Defendant's continued occupation of People's Park causes significant damage to the Plaintiffs as, *inter alia*, they incur utility, insurance, and tax expenses for property which they can not control or enjoy; moreover, Plaintiffs intend on closing the property to the public;
  - d. Denied that Defendant's continued occupation of People's Park exposes Plaintiffs to the risk of claims as a result of conduct by or injury to the occupying Defendant;
  - e. Denied that Defendant's continued occupation harms and threatens Plaintiffs' good will;
  - f. The averments of paragraph 91 of the Complaint are admitted in part and denied in part. It is admitted that Defendant's continued occupation will prevent Plaintiffs from closing People's Park to the public. It is denied that Plaintiffs have historically closed said property;
  - g. Denied that Defendant's continued occupation after posting of the referenced notice constitutes a defiant trespass in violation of 18 Pa. C.S.A. Section 3503(b).
92. The averments of paragraph 92 of the Complaint constitute legal conclusions to which no answer is required and as such these averments are denied.

93. The averments of paragraph 93 of the Complaint are denied. It is specifically denied that “Issuance of an injunction against Defendants’ conduct will serve the public interest and will not adversely affect such interest.”

94. The averments of paragraph 95 of the Complaint are denied. It is specifically denied that “An injunction will restore parties to the status quo.”

95. The averments of paragraph 95 of the Complaint are denied. It is specifically denied that “The harm alleged by BNY Mellon is manifest and the injunctive relief requested is narrowly suited to abate this harm.”

96. The averments of paragraph 96 of the Complaint are denied. It is specifically denied that “Greater harm will be inflicted upon BNY Mellon and the general public by the denial of the injunction than the harm, if any, which will result to Defendants if the injunction is granted.

**WHEREFORE**, Defendant Occupy Pittsburgh respectfully requests that this Court deny any and all relief Plaintiffs have requested in the complaint and deny all requests for relief at each of Count I (Trespass), Count 2 (Ejectment), Count 3( Private Nuisance); Count IV (Public Nuisance), and Count V (Preliminary injunction). Moreover, it is specifically requested that this Court:

- (1) enter judgment for Defendant and against Plaintiffs as to each count of the Complaint;
- (2) deny Plaintiffs’ request for preliminary and permanent injunctive relief;
- (3) deny Plaintiffs’ request that People’s Park be closed and order that People’s Park remain open not only to Defendant but also to the general public; and
- (4) grant such other relief as this Court deems just and proper.

## NEW MATTER

### **I. Defendant's Activities Are Protected Under Article I of the Pennsylvania Constitution and the First Amendment of the United States Constitution**

1. Paragraphs 1 through 96 of the Answer are incorporated as if fully set forth herein.
2. Defendant, its supporters, and the general public have continuously occupied People's Park since October 15, 2011 as a site and forum for expressive protected speech, demonstrations, and free assembly on issues of public concern on a daily basis.
3. From October 15, 2011 through the present time, Defendant has continuously occupied People's Park for peaceful purposes and has not received any citations or charges from the Pittsburgh Police or any other city agencies.
4. From October 15, 2011 through to the present time, Defendant has worked cooperatively with the Pittsburgh Police, BNY Mellon Security, Operation Safety Net, and others to ensure the occupation protects public health and safety.
5. People's Park constitutes a public forum as it consists of "streets, sidewalks, and public parks" which have historically been considered public forums associated with the free exercise of expressive activity.
6. The construction of People's Park was publicly subsidized with a grant from the Pittsburgh Urban Redevelopment Authority financed by the issuance of URA Bonds. (URA Bonds Official Statement attached hereto as Exhibit B). Moreover, it was designated as a public plaza in Mellon's project development documents. (Site Plan attached hereto as Exhibit C).
7. Defendant's tents and continuous and overnight occupation is not mere "camping" but is itself expressive symbolic conduct on matters of serious public concern.

8. From October 15, 2011 through to the present, People's Park has been kept open to the general public, including to Plaintiffs' employees, agents, and guests who, at times, attend Defendant's meetings, known as General Assemblies.

9. The activities of Defendant are protected by the free speech provisions of the First Amendment to the U.S. Constitution.

10. The activities of Defendant are protected by the free speech provisions of Article I, Section 7 of the Pennsylvania Constitution.

11. The activities of Defendant are protected by the right of petition and right of assembly clause of Article I, Section 20 of the Pennsylvania Constitution.

**WHEREFORE**, Defendant Occupy Pittsburgh hereby requests that:

- (a) this Court deny Plaintiffs' request for injunctive relief;
- (b) this Court order that People's Park remain open to Defendant and the general public; and
- (c) this Court order such other relief as is deemed just and proper.

**II. BNY Mellon Granted Defendant a License to Use and Occupy People's Park Which Became Irrevocable Upon Defendant's Reasonable and Detrimental Reliance Thereon.**

**BNY Mellon Granted Defendant a License to Use and Occupy People's Park.**

12. Paragraphs 1 through 11 of this New Matter are incorporated as if fully set forth herein.

13. On October 15, 2011, Plaintiffs caused Pittsburgh Police Lieutenant Ed Trapp to announce to Defendant that "as long as nobody damages the property and that kind of stuff and everyone keeps doing what they've been doing, uh, BNY Mellon said that they're fine with you staying here and nobody has to leave."

14. On November 1, 2011, Plaintiffs provided Defendant with guidelines (the “Guidelines”) licensing the Defendant to occupy and use People’s Park “[f]or the duration of the occupation of BNY Mellon Green.” (Ex. A.)

15. The Guidelines made repeated references to “the occupation,” “occupants.” and “occupying.” (Ex. A.)

16. By causing it to be communicated to Defendant that Defendant would be licensed to use and occupy People’s Park “as long nobody damages the property” and by providing Defendant with Guidelines licensing the Defendant to occupy and use People’s Park, Plaintiffs granted Defendant a license to use and occupy People’s Park.

**Defendant’s License to Use and Occupy People’s Park Became Irrevocable After Defendant’s Expended Substantial Sums of Money and Hours of Labor in Reasonable and Justifiable Reliance Thereon.**

17. At no time prior to posting a notice to vacate on December 9, 2011 (the “Notice,” Ex. 12 of the Complaint) did Plaintiffs indicate to Defendant that their license to use People’s Park would be revoked, regardless of whether Defendant continued to comply with the Guidelines, so that Plaintiffs could close People’s Park to the public for the winter.

18. In reliance upon Lt. Trapp’s verbal assurance and Plaintiffs’ Guidelines, and prior to Plaintiffs’ posting of the Notice directing Defendant to vacate People’s Park, Defendant solicited and expended substantial sums of money, hours of labor, and in-kind donations preparing to “winterize” their camp, including but not limited to the following:

- (a) the solicitation of \$1453.21 in donations from members of Occupy Pittsburgh for Defendant’s “winterization” fund (Exhibit D attached hereto);
- (b) the solicitation of \$5070.40 in donated cold-weather gear from FireDogLake/Occupy Supply (Exhibit E attached hereto);

- (c) the purchase of a military grade “mess tent” by an Occupy Pittsburgh member for \$360 (Exhibit F attached hereto); and
- (d) the purchase of several shelving and storage units by Defendant for the organization of cold-weather gear for \$418.17 (Exhibit F attached hereto).

19. At the time that Defendant undertook the activities mentioned above, Defendant was justified in believing Plaintiffs’ statements that Defendant was licensed use and occupy People’s Park for “as long nobody damages the property” “for the duration of the occupation.”

20. Defendant was justified in expending sums of money and hours of labor winterizing People’s Park in reliance upon Plaintiffs’ statements.

21. Because Defendant acted to its detriment in reliance upon Plaintiffs’ statements, Plaintiffs may no longer legally revoke at will the license they gave Defendant to use and occupy the People’s Park.

**Plaintiff Has Not Alleged That Defendant Has Breached Plaintiffs’ Guidelines.**

- 22. Plaintiffs’ December 9, 2011 Notice did not allege any breach of the Guidelines.
- 23. Defendant is in full compliance with the conditions set forth in the Guidelines.

**WHEREFORE**, Defendant Occupy Pittsburgh hereby requests that:

- (a) this Court deny Plaintiffs’ request for injunctive relief;
- (b) this Court order that People’s Park remain open to Defendant and the general public; and
- (c) this Court order such other relief as is deemed just and proper.

**III. Plaintiffs Have No Right to Seek Equitable Relief From This Court Since They Come to the Court With Unclean Hands.**

- 24. Paragraphs 1 through 24 of this New Matter are incorporated as if fully set forth herein.

**The Purpose and Effect of Plaintiffs' Injunction Request Is to Allow Plaintiffs to Commit an Illegal Act, to Wit: To Close Peoples Park to the General Public in Violation of the Pittsburgh Zoning Code.**

25. The Plaintiffs state that it is their intention to close People's Park to the public for the winter months and that Defendant's continued occupation of People's Park will prevent them from doing so. The Plaintiffs' request for preliminary and permanent injunctive relief is designed, in substantial part, to allow Plaintiffs to close People's Park to the public for the winter months.

26. The 1988 Pittsburgh Zoning Code requires that Urban Open Space be "maintained for use by the general public" and that it be open to the public without restriction "at least during all business hours common to the area of the district in which it is located." (Complaint, Ex. 4.)

27. The businesses that operate in the area of the planning district in which People's Park is located maintain business hours during the winter months. Plaintiffs are therefore legally obligated to keep People's Park open to the general public during the winter months.

28. Plaintiffs may not avail themselves of the equitable powers of this Court for the purpose and effect of committing an illegal act.

**The Effect of Plaintiffs' Injunction Request Is to Allow Plaintiffs to Discriminate Against People With Disabilities in the Provision of Public Space.**

29. The 1988 Pittsburgh Zoning Code requires that Urban Open Space be "[a]ccessible to the handicapped." (Complaint, Ex. 4.)

30. The Americans with Disabilities Act ("ADA") prohibits discrimination against people with disabilities in the provision of public accommodations. Privately owned space that is required under local ordinance to be maintained for use by the general public constitutes a public accommodation within the meaning of the ADA.

31. The Sidewalk that the Plaintiffs claim to be the only required Urban Open Space for the Project contains a series of steps and is not handicap accessible. The Plaintiffs' request for preliminary and permanent injunctive relief is designed, in substantial part, to allow Plaintiffs to close the only handicap accessible public space between Grant Street and Ross Street for the winter months and to instead provide a stairway as the only public space in that location.

32. Plaintiffs may not avail themselves of the equitable powers of this Court for the effect of discriminating against people with disabilities in the provision of public space.

**The Purpose and Effect of Plaintiffs' Injunction Request Is to Inhibit Public Criticism of Plaintiffs' Corrupt and Immoral Corporate Practices.**

33. The paramount message behind Defendant Occupy Pittsburgh and the larger Occupy movement is rooted in an unequivocal criticism of the extreme disparities of wealth and political power, created and facilitated by financial institutions centered on Wall Street. Plaintiffs are such institutions.

34. From October 15, 2011 through to the present time, Defendant has publicly criticized, and will continue to publicly criticize, Plaintiffs due to Defendant's belief that Plaintiffs have engaged in and will continue to engage in corrupt and immoral corporate practices.

35. Plaintiffs initially gave Defendant permission to use and occupy People's Park but attempted to revoke that permission after Defendant began publicly criticizing Plaintiffs due to Defendant's belief that Plaintiffs have engaged in and continue to engage in corrupt and immoral corporate financial practices.

36. Plaintiff may not avail themselves of the equitable powers of this Court for the purpose and effect of inhibiting public criticism of its corporate practices.

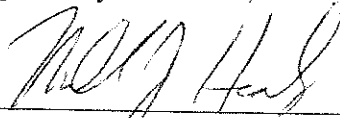
**WHEREFORE**, Defendant Occupy Pittsburgh hereby requests that:

- (a) this Court deny Plaintiffs' request for injunctive relief;

- (b) this Court order that People's Park remain open to Defendant and the general public; and
- (c) this Court order such other relief as is deemed just and proper.

Thursday, January 05, 2012

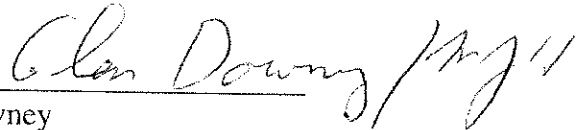
Respectfully submitted,



Michael J. Healey  
Pa. ID No. 27283

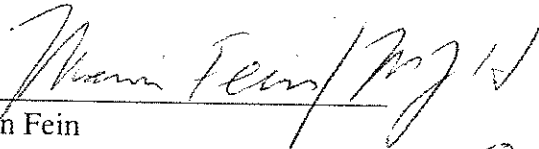


Jules Lobel

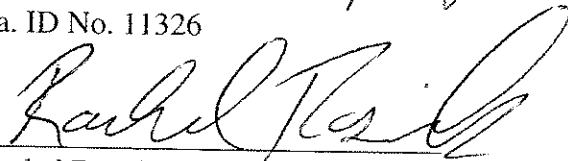


Glen S. Downey  
Pa. ID No. 209461

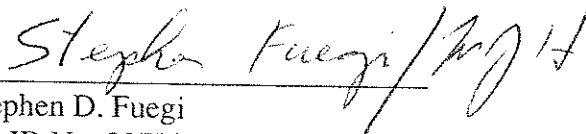
Healey & Hornack, P.C.  
436 7<sup>th</sup> Avenue, Suite 2901  
Pittsburgh, PA 15219  
(412) 391-7711



Marvin Fein  
Pa. ID No. 11326



Rachel Rosnick  
Pa ID No. 309599



Stephen D. Fuegi  
Pa. ID No. 307793

Attorneys for Defendant, Occupy Pittsburgh

# **EXHIBIT**

**A**

## Guidelines

For the duration of the occupation of BNY Mellon Green, we kindly request that you please observe the following safety and good-neighbor reminders and take all necessary precautions to reduce the risk of fire and injury to persons and property. The following list is not all inclusive, but provides general guidance:

- No open flames
- No storage of flammable liquids or other flammable materials or substances
- All heat and electrical sources permitted by fire and other codes are to be operated in compliance with code and in accordance with manufacturers and UL guidelines – i.e. proper ventilation, set-up and distance from tents and flammable materials requirements, use of electrical cords, fuel handling, etc.
- No use of controlled substances
- No firearms, knives or other weapons
- Dispose of all refuse properly
- Take precaution to minimize potential for any tripping hazards, i.e. cords, cables or other ground covering over which one could easily trip.
- No climbing on or moving any fencing
- Keep music at a volume suitable for neighboring establishments
- Use designated facilities for human waste needs.
- No dumping of any liquids or solids
- Tents or other temporary shelters
  - Must be stable and secure
  - No heat source, generators or equipment should be used in or about any tent to avoid potential for fire or carbon monoxide poisoning
  - All food and liquids should be safely stored to minimize rodent activity
  - Avoid accumulation of trash inside tents

The forgoing is not intended to guarantee the safety of the occupants of BNY Mellon Green, and BNY Mellon does not assure or assume responsibility for the safety of any such occupants or the security of their personal possessions and property. All occupants using or occupying BNY Mellon Green do so at their own risk.

## Guidelines

For the duration of the occupation of BNY Mellon Green, we kindly request that you please observe the following safety and good-neighbor reminders and take all necessary precautions to reduce the risk of fire and injury to persons and property. The following list is not all inclusive, but provides general guidance:

- No open flames
- No storage of flammable liquids or other flammable materials or substances
- All heat and electrical sources permitted by fire and other codes are to be operated in compliance with code and in accordance with manufacturers and UL guidelines – i.e. proper ventilation, set-up and distance from tents and flammable materials requirements, use of electrical cords, fuel handling, etc.
- No use of controlled substances
- No firearms, knives or other weapons
- Dispose of all refuse properly
- Take precaution to minimize potential for any tripping hazards, i.e. cords, cables or other ground covering over which one could easily trip.
- No climbing on or moving any fencing
- Keep music at a volume suitable for neighboring establishments
- Use designated facilities for human waste needs.
- No dumping of any liquids or solids
- Tents or other temporary shelters
  - Must be stable and secure
  - No heat source, generators or equipment should be used in or about any tent to avoid potential for fire or carbon monoxide poisoning
  - All food and liquids should be safely stored to minimize rodent activity
  - Avoid accumulation of trash inside tents

The foregoing is not intended to guarantee the safety of the occupants of BNY Mellon Green, and BNY Mellon does not assure or assume responsibility for the safety of any such occupants or the security of their personal possessions and property. All occupants using or occupying BNY Mellon Green do so at their own risk.

## Guidelines

For the duration of the occupation of BNY Mellon Green, we kindly request that you please observe the following safety and good-neighbor reminders and take all necessary precautions to reduce the risk of fire and injury to persons and property. The following list is not all inclusive, but provides general guidance:

- No open flames
- No storage of flammable liquids or other flammable materials or substances
- All heat and electrical sources permitted by fire and other codes are to be operated in compliance with code and in accordance with manufacturers and UL guidelines – i.e. proper ventilation, set-up and distance from tents and flammable materials requirements, use of electrical cords, fuel handling, etc.
- No use of controlled substances
- No firearms, knives or other weapons
- Dispose of all refuse properly
- Take precaution to minimize potential for any tripping hazards, i.e cords, cables or other ground covering over which one could easily trip.
- No climbing on or moving any fencing
- Keep music at a volume suitable for neighboring establishments
- Use designated facilities for human waste needs.
- No dumping of any liquids or solids
- Tents or other temporary shelters
  - Must be stable and secure
  - No heat source, generators or equipment should be used in or about any tent to avoid potential for fire or carbon monoxide poisoning
  - All food and liquids should be safely stored to minimize rodent activity
  - Avoid accumulation of trash inside tents

The forgoing is not intended to guarantee the safety of the occupants of BNY Mellon Green, and BNY Mellon does not assure or assume responsibility for the safety of any such occupants or the security of their personal possessions and property. All occupants using or occupying BNY Mellon Green do so at their own risk.

**EXHIBIT**

**B**

**OFFICIAL STATEMENT  
of the  
URBAN REDEVELOPMENT AUTHORITY OF PITTSBURGH**

**Relating to  
\$15,000,000  
URBAN REDEVELOPMENT AUTHORITY OF PITTSBURGH  
REDEVELOPMENT BONDS  
(CENTER TRIANGLE TAX INCREMENT FINANCING DISTRICT-  
MELLON CLIENT SERVICE CENTER PROJECT)  
SERIES OF 2000 (Taxable)**

INTRODUCTION

This Official Statement, which includes the Cover Page and the Appendices hereto, is furnished by the Urban Redevelopment Authority of Pittsburgh (the "Authority"), an instrumentality of the Commonwealth of Pennsylvania (the "Commonwealth"), in connection with the issuance of \$15,000,000 aggregate principal amount of the Authority's Redevelopment Bonds (Center Triangle Tax Increment Financing District - Mellon Client Service Center Project), Series of 2000 (Taxable) (the "Bonds"). The Bonds are being issued pursuant to a Trust Indenture dated as of March 15, 2000 (the "Indenture") from the Authority to Chase Manhattan Trust Company, National Association, Pittsburgh, Pennsylvania, as trustee (in such capacity, the "Trustee"). A summary of principal provisions of the Indenture is included in Appendix "A" hereto.

The Issuer

The Authority was established in 1946 pursuant to the Urban Redevelopment Law (35 P.S. §1701 et seq.) (the "Act"), and was created to exist and operate for the public purposes of the elimination of blighted areas through economically and socially sound redevelopment of such areas, in conformity with a comprehensive general plan for residential, recreational, commercial, industrial or other public purposes. In order to carry out its corporate purposes, the Authority is granted the power to issue bonds, to cooperate with the City of Pittsburgh (the "City"), and to enter into contracts necessary or convenient to the exercise of its powers. See "THE URBAN REDEVELOPMENT AUTHORITY OF PITTSBURGH."

Purpose

The proceeds from the sale of the Bonds, along with other funds, will be used by the Authority to (1) finance the acquisition and construction of improvements and renovations within the TIF District (described and defined herein), (2) capitalize initial payments of interest on the Bonds, and (3) pay certain costs of issuing the Bonds (collectively, the "TIF Project").

Failure to mail any such notice of redemption or any defect in the mailed notice or in the mailing thereof with respect to any Bond shall not affect the validity of the redemption of any other Bonds.

The Bonds or portions thereof called for redemption shall, on the redemption date designated by the Authority, become due and payable at the redemption price; provided, however, that such notice of an optional redemption may be conditioned upon moneys sufficient to pay the redemption price being held by the Trustee for such purpose on the redemption date. From and after the date so fixed for redemption, if sufficient funds are held by the Trustee on the redemption date, interest on the Bonds or portions thereof so called for redemption shall cease to accrue and become payable. Any failure of DTC to advise any DTC Participant, or of any DTC Participant or Indirect Participant to notify the Beneficial Owner, of any such notice and its content or effect will not affect the validity of the redemption of the Bonds called for redemption or of any other action premised on such notice. See "BOOK-ENTRY-ONLY SYSTEM."

## THE PROJECT AND PLAN OF FINANCING

### General

The proceeds from the sale of the Bonds will be used (a) to fund a portion of the construction and development costs for the Mellon Facilities, (b) to fund other redevelopment projects to be undertaken by the Authority within the TIF District, (c) to pay issuance expenses associated with the Bonds, and (d) to capitalize initial payments of interest on the Bonds.

### The Mellon Facilities

Mellon is currently constructing a new operations center adjacent to its One Mellon Bank Headquarters in downtown Pittsburgh. Support operations such as check processing, printing and other labor-intensive functions will be consolidated in the new facility. The 14-story structure will total approximately 658,000 rentable square feet, and will be built partially atop a parking garage of approximately 628 spaces and a Port Authority Transit subway station. The total development cost of the new operations center project is estimated to be approximately \$134 million. Substantially all of the project costs will be financed privately by Mellon; up to \$8 million of project costs will be funded with Bond proceeds as described herein. Costs being funded with Bond proceeds include public improvements such as new sidewalks, intersection reconstruction, public transit station improvements and a public plaza adjacent to the Mellon Facilities.

Pursuant to a Mellon Grant Agreement (the "Grant Agreement") between Mellon and the Authority, the Authority will grant a maximum of \$8 million of Bond proceeds to Mellon for application to costs of the Mellon Facilities. In the Grant Agreement, Mellon has covenanted to complete construction of and payment for the Mellon Facilities, to appropriately insure the same and to comply with all laws regarding the construction and operation of the Mellon Facilities.

Additional TIF District Projects

In addition to the Mellon Facilities, the Authority, in cooperation with other public and private entities, is undertaking a major redevelopment effort to strengthen the Fifth and Forbes corridor of the City's central business district. As presently planned, this redevelopment is expected to leverage more than \$400 million of private investment, and will provide an additional 650,000 square feet of retail and entertainment to the established shopping district. It is expected that a multi-screen movie theater and possibly a new department store will compliment the existing Kaufmann's, Lazarus, Saks Fifth Avenue and Lord & Taylor (under construction) department stores. No tax increment made available from these additional TIF District projects is pledged to payment of the Bonds.

Subject to approval of the Taxing Bodies, the Authority will use approximately \$7 million of Bond proceeds for the site assembly, site preparation and other related project activities.

ESTIMATED SOURCES AND USES OF FUNDS

The following table sets forth the estimated sources and uses of funds associated with the Bonds:

Estimated Sources of Funds:

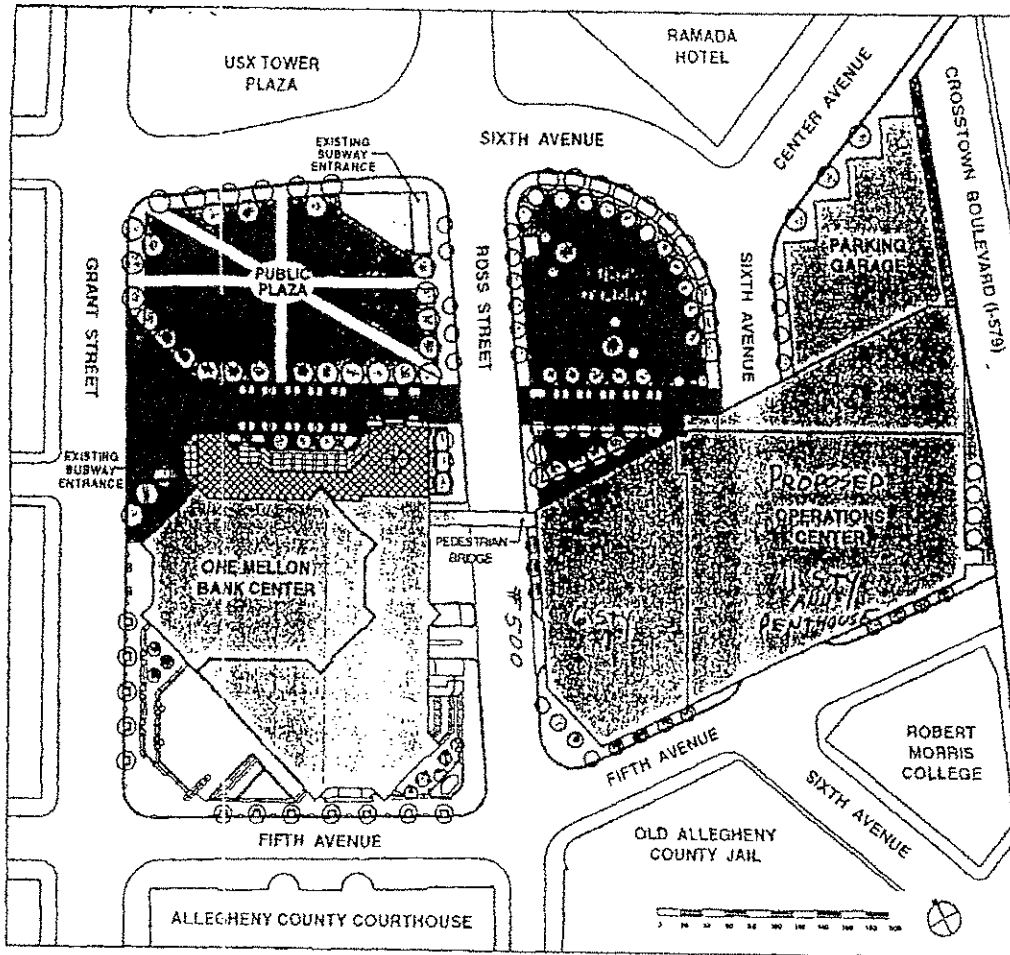
Par amount of Bonds	\$ 15,000,000
Accrued Interest	64,949
Total	<u>\$ 15,064,949</u>

Estimated Uses of Funds:

Deposit to Project Fund Accounts, including Mellon Account deposit of \$6,988,528 URA Account deposit of \$7,000,000 and Capital Interest Account deposit of \$733,921	\$ 14,722,449
Financing Costs including Underwriting and Legal Fees, Printing Costs, Trustee, Rating and Authority Fees	342,500
Total	<u>\$ 15,064,949</u>

# **EXHIBIT**

**C**



Site Plan

500 ROSS STREET



Mellon

MELLON  
CITY CENTER



Burt Hill  
Kosar Rittelmann  
Associates

SECOND WARD

CITY OF PITTSBURGH  
SEPT 7, 1998

PA.

BLDG.  
APPROVED FOR ZONING  
*Sept. 19, 1998*

*J. Brown*  
CITY PLANNING DEPT.

NOT INCLUDING PEDESTRIAN BRIDGE

Exhibit C - 1

# **EXHIBIT**

**D**

12-14-2011	Donation to Occupy Pittsburgh Winterization Fund	Complete	36.50	3.30
12-13-2011	Donation to Occupy Pittsburgh Winterization Fund	Complete	48.25	1.75
12-12-2011	Donation to Occupy Pittsburgh Winterization Fund	Complete	131.59	2.77
12-11-2011	Donation to Occupy Pittsburgh Winterization Fund	Complete	48.05	1.72
12-12-2011	Donation to Occupy Pittsburgh Winterization Fund	Complete	24.13	0.81
12-11-2011	Donation to Occupy Pittsburgh Winterization Fund	Complete	25.95	.95
12-10-2011	Donation to Occupy Pittsburgh Winterization Fund	Complete	25.95	1.35
12-10-2011	Donation to Occupy Pittsburgh Winterization Fund	Complete	131.59	1.77
12-10-2011	Donation to Occupy Pittsburgh Winterization Fund	Complete	131.59	1.77
12-10-2011	Donation to Occupy Pittsburgh Winterization Fund	Complete	9.30	0.90
12-09-2011	Donation to Occupy Pittsburgh Winterization Fund	Complete	76.17	2.65
12-09-2011	Donation to Occupy Pittsburgh Winterization Fund	Complete	24.13	0.81
12-09-2011	Donation to Occupy Pittsburgh Winterization Fund	Complete	131.59	1.77
12-09-2011	Donation to Occupy Pittsburgh Winterization Fund	Complete	26.26	1.35
12-08-2011	Donation to Occupy Pittsburgh Winterization Fund	Complete	36.60	1.40
12-08-2011	Donation to Occupy Pittsburgh Winterization Fund	Complete	9.30	0.90
12-07-2011	Donation to Occupy Pittsburgh Winterization Fund	Complete	48.25	1.75
12-07-2011	Donation to Occupy Pittsburgh Winterization Fund	Complete	56.00	3.50
12-06-2011	Donation to Occupy Pittsburgh Winterization Fund	Complete	9.30	0.90
12-06-2011	Donation to Occupy Pittsburgh Winterization Fund	Complete	26.13	0.87

Microsoft Windows Photo Viewer  
 File Edit View Print Help  
 Home City of Pittsburgh - Winterization Fund Transactions

12/17/2011 10:38 AM

12/17/2011 10:38 AM

DATE	AMOUNT	PURPOSE	STATUS	AMOUNT	BAL
12-08-2011		Donation to Occupy Pittsburgh Winterization Fund	Complete	19.30	0.70
12-08-2011		Donation to Occupy Pittsburgh Winterization Fund	Complete	14.48	0.52
12-05-2011		Donation to Occupy Pittsburgh Winterization Fund	Complete	8.50	0.50
12-05-2011		Donation to Occupy Pittsburgh Winterization Fund	Complete	101.56	4.72
12-05-2011		Donation to Occupy Pittsburgh Winterization Fund	Complete	96.50	3.50
12-04-2011		Donation to Occupy Pittsburgh Winterization Fund	Complete	482.50	17.50
12-04-2011		Donation to Occupy Pittsburgh Winterization Fund	Complete	48.25	1.75
12-04-2011		Donation to Occupy Pittsburgh Winterization Fund	Complete	38.80	1.40
12-04-2011		Donation to Occupy Pittsburgh Winterization Fund	Complete	72.36	2.82
12-04-2011		Donation to Occupy Pittsburgh Winterization Fund	Complete	48.25	1.75
12-03-2011		Donation to Occupy Pittsburgh Winterization Fund	Complete	241.25	8.75
12-03-2011		Donation to Occupy Pittsburgh Winterization Fund	Complete	24.13	0.87

5:28 PM 1/11/2012

# **EXHIBIT**

**E**

Supplies Sent from Occupy Supply to Occupy Pittsburgh

Date Sent	Item	Number Sent	Value	Total Value
12/9/2011	Base Layer Gloves	10	\$10.50	\$105.00
12/9/2011	Base Layer Gloves	5	\$10.50	\$52.50
12/9/2011	Base Layer Gloves	10	\$10.50	\$105.00
12/9/2011	Base Layer Gloves	5	\$10.50	\$52.50
	Classic Polar Fleece Scarf	4	\$10.50	\$42.00
11/14/2011	Classic Polar Fleece Scarf	10	\$10.50	\$105.00
11/14/2011	Classic Polar Fleece Scarf	10	\$10.50	\$105.00
	Classic Watch Cap with Thinsulate Insulation	4	\$13.50	\$54.00
11/14/2011	Classic Watch Cap with Thinsulate Insulation	20	\$13.50	\$270.00
11/14/2011	Classic Watch Cap with Thinsulate Insulation	20	\$13.50	\$270.00
11/14/2011	Classic Watch Cap with Thinsulate Insulation	10	\$13.50	\$135.00
11/22/2011	Exxel Zero Degree Sleeping Bag	1	\$90.00	\$90.00
11/14/2011	Fleece Lined Watch Cap	10	\$10.50	\$105.00
	Men's 40 Degree Below Socks	7	\$10.50	\$73.50
11/14/2011	Men's 40 Degree Below Socks	15	\$10.50	\$157.50
11/14/2011	Men's 40 Degree Below Socks	5	\$10.50	\$52.50
11/14/2011	Men's Base Layer Bottoms	10	\$28.00	\$280.00
11/14/2011	Men's Base Layer Bottoms	10	\$28.00	\$280.00
11/14/2011	Men's Base Layer Top	10	\$28.00	\$280.00
11/14/2011	Men's Base Layer Top	6	\$28.00	\$168.00
12/9/2011	Men's Heavyweight Duck Jacket	3	\$70.00	\$210.00
12/9/2011	Men's Heavyweight Duck Jacket	2	\$70.00	\$140.00
12/9/2011	Men's Heavyweight Duck Jacket	2	\$70.00	\$140.00
11/14/2011	Polar Fleece Blanket	15	\$20.00	\$300.00
12/9/2011	Polar Fleece Blanket	8	\$20.00	\$160.00
12/9/2011	Rag Wool Glove, Double Knit Cuff	5	\$13.99	\$69.95
12/9/2011	Rag Wool Glove, Double Knit Cuff	15	\$13.99	\$209.85
12/9/2011	Rag Wool Glove, Regular Cuff	10	\$13.50	\$135.00
	Women's 40 Degree Below Socks	3	\$10.70	\$32.10
11/14/2011	Women's 40 Degree Below Socks	10	\$10.70	\$107.00
11/14/2011	Women's Base Layer Bottoms	6	\$28.00	\$168.00
11/14/2011	Women's Base Layer Bottoms	6	\$28.00	\$168.00
11/14/2011	Women's Base Layer Top	10	\$28.00	\$280.00
11/14/2011	Women's Base Layer Top	6	\$28.00	\$168.00
<b>GRAND TOTAL</b>				<b>\$5,070.40</b>

## Supplies Sent from Occupy Supply to Occupy Pittsburgh

Date Sent	Item	Number Sent	Value	Total Value
12/9/2011	Base Layer Gloves	10	\$10.50	\$105.00
12/9/2011	Base Layer Gloves	5	\$10.50	\$52.50
12/9/2011	Base Layer Gloves	10	\$10.50	\$105.00
12/9/2011	Base Layer Gloves	5	\$10.50	\$52.50
	Classic Polar Fleece Scarf	4	\$10.50	\$42.00
11/14/2011	Classic Polar Fleece Scarf	10	\$10.50	\$105.00
11/14/2011	Classic Polar Fleece Scarf	10	\$10.50	\$105.00
	Classic Watch Cap with Thinsulate Insulation	4	\$13.50	\$54.00
11/14/2011	Classic Watch Cap with Thinsulate Insulation	20	\$13.50	\$270.00
11/14/2011	Classic Watch Cap with Thinsulate Insulation	20	\$13.50	\$270.00
11/14/2011	Classic Watch Cap with Thinsulate Insulation	10	\$13.50	\$135.00
11/22/2011	Exxel Zero Degree Sleeping Bag	1	\$90.00	\$90.00
11/14/2011	Fleece Lined Watch Cap	10	\$10.50	\$105.00
	Men's 40 Degree Below Socks	7	\$10.50	\$73.50
11/14/2011	Men's 40 Degree Below Socks	15	\$10.50	\$157.50
11/14/2011	Men's 40 Degree Below Socks	5	\$10.50	\$52.50
11/14/2011	Men's Base Layer Bottoms	10	\$28.00	\$280.00
11/14/2011	Men's Base Layer Bottoms	10	\$28.00	\$280.00
11/14/2011	Men's Base Layer Top	10	\$28.00	\$280.00
11/14/2011	Men's Base Layer Top	6	\$28.00	\$168.00
12/9/2011	Men's Heavyweight Duck Jacket	3	\$70.00	\$210.00
12/9/2011	Men's Heavyweight Duck Jacket	2	\$70.00	\$140.00
12/9/2011	Men's Heavyweight Duck Jacket	2	\$70.00	\$140.00
11/14/2011	Polar Fleece Blanket	15	\$20.00	\$300.00
12/9/2011	Polar Fleece Blanket	8	\$20.00	\$160.00
12/9/2011	Rag Wool Glove, Double Knit Cuff	5	\$13.99	\$69.95
12/9/2011	Rag Wool Glove, Double Knit Cuff	15	\$13.99	\$209.85
12/9/2011	Rag Wool Glove, Regular Cuff	10	\$13.50	\$135.00
	Women's 40 Degree Below Socks	3	\$10.70	\$32.10
11/14/2011	Women's 40 Degree Below Socks	10	\$10.70	\$107.00
11/14/2011	Women's Base Layer Bottoms	6	\$28.00	\$168.00
11/14/2011	Women's Base Layer Bottoms	6	\$28.00	\$168.00
11/14/2011	Women's Base Layer Top	10	\$28.00	\$280.00
11/14/2011	Women's Base Layer Top	6	\$28.00	\$168.00
<b>GRAND TOTAL</b>				<b>\$5,070.40</b>

**EXHIBIT**

**F**



Shelving.com

Date:  
12/02/2011Order#:  
45367

Making Space Work Better Since 1987

## Order Comments:

thank you sandy for you help, love john from pittsburgh

## Bill To: (Customer ID# 7899)

~~XXXXXXXXXX~~  
~~XXXXXXXXXX~~  
 pittsburgh, PA ~~15202~~  
 United States  
~~XXXXXXXXXX~~  
~~XXXXXXXXXX.com~~

## Ship To:

~~XXXXXXXXXX~~  
~~XXXXXXXXXX~~  
 pittsburgh, PA ~~15202~~  
 United States  
~~XXXXXXXXXX~~

## Payment Method:

Credit Card: Visa  
~~XXXXXXXXXX~~  
~~XXXXXXXXXX~~

## Shipping Method:

UPS Ground

Code	Description	Qty	Price	Total
WGC-55-Black	Grid Panel Cubby Units - 70" x 70" (14" x 14" x 14" Cubes)	3	\$119.88	\$359.64
DSC-6	10% off Newsletter Signup	1	-\$35.96	-\$35.96

Subtotal: \$323.68

Tax: \$0.00

Shipping &amp; Handling: \$94.49

Grand Total: \$418.17

Exhibit F -1

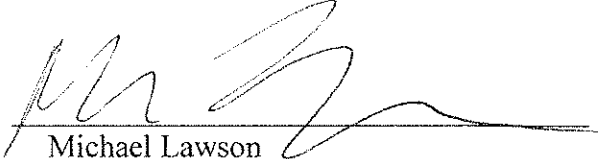
Order ID: 45367

12/2/2011

**VERIFICATION**

I, Michael Lawson, as a member of Occupy Pittsburgh, hereby swear and affirm on this 5<sup>th</sup> day of January 2012 that the facts contained in the foregoing Answer and New Matter are true and correct to the best of my knowledge, information, and belief.

I understand that false statements herein are subject to the penalties provided for under "Unsworn Falsification to Authorities," 18 Pa. Cons. Stat. Ann. § 4904.

  
Michael Lawson

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

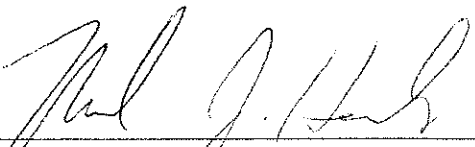
<b>BNY MELLON, NATIONAL ASSOCIATION</b>	:	<b>CIVIL DIVISION</b>
<b>and THE BANK OF NEW YORK MELLON,</b>	:	
	:	
<b>Plaintiffs,</b>	:	<b>No.: GD 11-025549</b>
	:	
	:	
<b>OCCUPY PITTSBURGH, an unincorporated</b>	:	
<b>association, JANE DOES (1-50), and JOHN</b>	:	
<b>DOES (1-50),</b>	:	
	:	
<b>Defendants.</b>	:	

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing was served this 5<sup>th</sup> day of January 2012 by personal service and e mail upon counsel for Plaintiffs as follows:

Dan Booker  
Joel Aaronson

Reed Smith LLP  
Reed Smith Center  
225 Fifth Avenue  
Pittsburgh, PA. 15222

  
\_\_\_\_\_  
Michael J. Healey