

FILED

JAN 10 2003

COMMONWEALTH OF MASSACHUSETTS

ATTEST:

Frances A. [Signature]
WORCESTER, SS.
CLERK

SUPERIOR COURT DEPARTMENT
DOCKET NO.:

03-0075C

ALBERT and ANN AXTMAN,)
Who Assert Their Rights Jointly)
As Husband and Wife,)
Plaintiffs)

vs.)

COMPLAINT

JULES L. LUSIGNAN,)
BRYAN P. PELLETIER and)
CENTURY 21 LAKE REALTY,)
Defendants)

PARTIES AND GENERAL ALLEGATIONS

1. The Plaintiffs, Albert and Ann Axtman, Who Assert Their Rights Jointly As Husband and Wife, reside at 46 Ramshorn Road, Dudley, Worcester County, Massachusetts.
2. The Defendant, Jules L. Lusignan, is a real estate broker authorized to do business in the Commonwealth of Massachusetts with a last and usual place of business located at 43 East Main Street, Webster, Worcester County, Massachusetts.
3. The Defendant, Bryan P. Pelletier, is a real estate broker authorized to do business in the Commonwealth of Massachusetts with a last and usual place of business located at 43 East Main Street, Webster, Worcester County, Massachusetts.
4. The Defendant, Century 21 Lake Realty, is an organization with a principal place of business located at 43 East Main Street, Webster, Worcester County, Massachusetts.
5. On September 21, 2000, the Plaintiffs were the owners of certain real estate located at 122 Point Breeze Road, Webster, Massachusetts.
6. The Plaintiffs entered into a listing agreement contract with the defendants on or about September 21, 2000 to market the Plaintiffs property located at 122 Point Breeze Road, Webster, Massachusetts for sale for the price of \$239,000.00.
7. From September 21, 2000 through approximately April, 2001, the Defendants claim they were unable to generate any significant interest from potential buyers in the property.

8. In June, 2001, after a long period of time, the Plaintiffs agreed to accept an offer from a third party, at which time the Defendants, Jules L. Lusignan and Bryan P. Pelletier, informed the Plaintiffs that they would be willing to purchase the property for the same price offered by the third party.

9. At the time that they offered to purchase the property, the Defendants knew that the third party was willing to offer additional sums to purchase the property but failed to inform the Plaintiffs of the same and failed to further negotiate a sale to the third party.

10. The Plaintiffs accepted the offer to purchase from the Defendants for the sum of \$219,000.00.

11. The property was sold to the Defendant, Jules Lusignan and Bryan Pelletier, on June 29, 2001.

12. Shortly after their purchase of the property from the Plaintiffs, the Defendants divided the subject property into two separate parcels, one which included the single family home and the second was a vacant lot.

13. After the Defendants marketed the property on behalf of the Plaintiffs for approximately ten months and alleged that the poor condition of the property prevented them from procuring a buyer for the property, the Defendants were able to sell the same house without any further improvements and with approximately one-half the land area to a third party within two months for \$185,000.00.

14. The Defendants, shortly after purchasing the property from the Plaintiffs and without having made any updates, renovations, additions or changes to the property, sold the single-family residence on the divided lot to a third party for the sum of \$185,000.00 on September 26, 2001. (See copy of Deed Attached hereto as Exhibit "A", Book 24905, Page 395).

15. In addition, the Defendants sold the vacant lot separately for the sum of \$175,000.00 on October 3, 2001. (See copy of Deed Attached hereto as Exhibit "B", Book 25019, Page 121).

16. During the period of the Plaintiffs' contract with the Defendants, the Defendants never informed the Plaintiffs that the property could potentially be divided into two separate lots.

17. At the time the property was sold to the Defendants on June 29, 2001, the property was assessed by the Town of Webster at \$278,400.00.

COUNT I
AXTMAN VS. JULES L. LUSIGNAN
BREACH OF CONTRACT

18. The Plaintiffs repeat and reallege the allegations contained in Paragraphs 1 through 17 of this Complaint as if separately set forth herein.

19. The Plaintiffs performed all obligations required of them pursuant to the Listing Agreement Contract between the parties.

20. The Defendant, Jules L. Lusignan, breached his contract with the Plaintiffs by failing to properly market the Plaintiffs property for sale, by failing to disclose the full value of the property to the Plaintiffs and by failing to disclose to the Plaintiffs that the property had the potential of being subdivided into two lots.

21. The Defendant, Jules L. Lusignan, further breached his contract with the Plaintiffs by failing to use persistent efforts to maximize the value of the property on behalf of the Plaintiffs and instead, as set forth in their response to the Plaintiffs' demand pursuant to M.G.L. Ch. 93A, the Defendant acknowledges that he utilized persistent efforts to maximize the value of the property for himself.

WHEREFORE, the Plaintiffs, Albert Axtman and Ann Axtman, Who Assert Their Rights Jointly As Husband and Wife, demand a Judgment against the Defendant, Jules L. Lusignan, in an amount to be determined by this Honorable Court and/or Jury, together with interests, costs and attorney's fees.

COUNT II
AXTMAN VS. BRYAN P. PELLETIER
BREACH OF CONTRACT

22. The Plaintiffs repeat and reallege the allegations contained in Paragraphs 1 through 21 of this Complaint as if separately set forth herein.

23. The Plaintiffs performed all obligations required of them pursuant to the Contract between the parties.

24. The Defendant, Bryan P. Pelletier, breached his contract with the Plaintiffs by failing to properly market the Plaintiffs property for sale, by failing to disclose the full value of the property to the Plaintiffs and by failing to disclose to the Plaintiffs that the property had the potential of being subdivided into two lots.

25. The Defendant, Bryan P. Pelletier, further breached his contract with the Plaintiffs by failing to use persistent efforts to maximize the value of the property on behalf of the Plaintiffs and instead, as set forth in their response to the Plaintiffs' demand pursuant to M.G.L. Ch. 93A, the Defendant acknowledges that he utilized persistent efforts to maximize the value of the property for himself.

WHEREFORE, the Plaintiffs, Albert Axtman and Ann Axtman, Who Assert Their Rights Jointly As Husband and Wife, demand a Judgment against the Defendant, Bryan P.

Pelletier, in an amount to be determined by this Honorable Court and/or Jury, together with interests, costs and attorney's fees.

COUNT III
AXTMAN VS. CENTURY 21 LAKE REALTY
BREACH OF CONTRACT

26. The Plaintiffs repeat and reallege the allegations contained in Paragraphs 1 through 25 of this Complaint as if separately set forth herein.

27. The Plaintiffs performed all obligations required of them pursuant to the Contract between the parties.

28. The Defendant, Century 21 Lake Realty, its agents, servants and/or employees breached its contract with the Plaintiffs by failing to properly market the Plaintiffs property for sale, by failing to disclose the full value of the property to the Plaintiffs and by failing to disclose to the Plaintiffs that the property had the potential of being subdivided into two lots.

29. The Defendant, Century 21 Lake Realty, further breached its contract with the Plaintiffs by failing to use persistent efforts to maximize the value of the property on behalf of the Plaintiffs and instead, as set forth in their response to the Plaintiffs' demand pursuant to M.G.L. Ch. 93A, the Defendant acknowledges that they utilized persistent efforts only to maximize the value of the property for itself.

WHEREFORE, the Plaintiffs, Albert Axtman and Ann Axtman, Who Assert Their Rights Jointly As Husband and Wife, demand a Judgment against the Defendant, Century 21 Lake Realty, in an amount to be determined by this Honorable Court and/or Jury, together with interests, costs and attorney's fees.

COUNT IV
AXTMAN VS. JULES L. LUSIGNAN
FRAUD

30. The Plaintiffs repeat and reallege the allegations contained in Paragraphs 1 through 29 of this Complaint as if separately set forth herein.

31. From September 21, 2000 through June 29, 2000, the Defendant, Jules L. Lusignan, falsely and fraudulently, and with the intent to defraud the Plaintiffs, represented to the Plaintiffs that their property located at 122 Point Breeze Road, Webster, Massachusetts was only valued at \$239,000.00 and that the property was being marketed for sale.

32. Those representations were in fact and known to be false by the Defendant, Jules L. Lusignan, at the time they were so made, and in truth and in fact, the property was assessed

substantially higher than the price claimed by the Defendant and the property had the potential of being subdivided which would further increase the value of the property.

33. The Plaintiffs relied upon the representations and was thereby induced to sell the property to the Defendants, Jules L. Lusignan and Bryan P. Pelletier, on June 29, 2001 for the sum of \$219,000.00 which was substantially less than the value for which the property was worth.

34. By reason of the fraudulent actions of the Defendant, Jules L. Lusignan, the Plaintiffs, Albert Axtman and Ann Axtman, suffered substantial monetary damages.

WHEREFORE, the Plaintiffs, Albert Axtman and Ann Axtman, Who Assert Their Rights Jointly As Husband and Wife, demand a Judgment against the Defendant, Jules L. Lusignan, in an amount to be determined by this Honorable Court and/or Jury, together with interests, costs and attorney's fees.

**COUNT V
AXTMAN VS. BRYAN P. PELLETIER
FRAUD**

35. The Plaintiffs repeat and reallege the allegations contained in Paragraphs 1 through 34 of this Complaint as if separately set forth herein.

36. From September 21, 2000 through June 29, 2000, the Defendant, Bryan P. Pelletier, falsely and fraudulently, and with the intent to defraud the Plaintiffs, represented to the Plaintiffs that their property located at 122 Point Breeze Road, Webster, Massachusetts was only valued at \$239,000.00.

37. Those representations were in fact and known to be false by the Defendant, Bryan P. Pelletier, at the time they were so made, and in truth and in fact, the property was assessed substantially higher than the price claimed by the Defendant and the property had the potential of being subdivided which would further increase the value of the property.

38. The Plaintiffs relied upon the representations and was thereby induced to sell the property to the Defendants, Jules L. Lusignan Bryan P. Pelletier, on June 29, 2001 for the sum of \$219,000.00 which was substantially less than the value for which the property was worth.

39. By reason of the fraudulent actions of the Defendant, Bryan P. Pelletier, the Plaintiffs, Albert Axtman and Ann Axtman, suffered substantial monetary damages.

WHEREFORE, the Plaintiffs, Albert Axtman and Ann Axtman, Who Assert Their Rights Jointly As Husband and Wife, demand a Judgment against the Defendant, Bryan P. Pelletier, in an amount to be determined by this Honorable Court and/or Jury, together with interests, costs and attorney's fees.

COUNT VI
AXTMAN VS. CENTURY 21 LAKE REALTY
FRAUD

40. The Plaintiffs repeat and reallege the allegations contained in Paragraphs 1 through 39 of this Complaint as if separately set forth herein.

41. From September 21, 2000 through June 29, 2000, the Defendant, Century 21 Lake Realty, its agents, servants and/or employees, falsely and fraudulently, and with the intent to defraud the Plaintiffs, represented to the Plaintiffs that their property located at 122 Point Breeze Road, Webster, Massachusetts was only valued at \$239,000.00.

42. Those representations were in fact and known to be false by the Defendant, Century 21 Lake Realty, its agents, servants and/or employees, at the time they were so made, and in truth and in fact, the property was assessed substantially higher than the price claimed by the Defendant and the property had the potential of being subdivided which would further increase the value of the property.

43. The Plaintiffs relied upon the representations and was thereby induced to sell the property to the Defendants, Jules L. Lusignan and Bryan P. Pelletier, on June 29, 2001 for the sum of \$219,000.00 which was substantially less than the value for which the property was worth.

44. By reason of the fraudulent actions of the Defendant, Century 21 Lake Realty, its agents, servants and/or employees, the Plaintiffs, Albert Axtman and Ann Axtman, suffered substantial monetary damages.

WHEREFORE, the Plaintiffs, Albert Axtman and Ann Axtman, Who Assert Their Rights Jointly As Husband and Wife, demand a Judgment against the Defendant, Century 21 Lake Realty, in an amount to be determined by this Honorable Court and/or Jury, together with interests, costs and attorney's fees.

COUNT VII
AXTMAN VS. JULES L. LUSIGNAN
DECEIT/MISREPRESENTATIONS OF PURCHASER OF REAL ESTATE

45. The Plaintiffs repeat and reallege the allegations contained in Paragraphs 1 through 44 of this Complaint as if separately set forth herein.

46. The Plaintiffs, on or about May 25, 2001, through the fraudulent representations of the Defendant, Jules L. Lusignan, were induced to enter into an agreement for the sale of certain real estate located at 122 Point Breeze Road, Webster, Massachusetts and to subsequently convey to the Defendants the said property.

47. The fraud consisted of oral and written statements and representations of the Defendant, Jules L. Lusignan, that the real estate was valued at substantially less than said Defendant knew it to be.

48. Acting upon the representations, oral and written, of the Defendant, Jules L. Lusignan, the plaintiffs conveyed the property to the Defendants, Jules L. Lusignan and Bryan P. Pelletier.

49. In consideration of the statements of the Defendant, Jules L. Lusignan, so fraudulently and falsely made, the Plaintiffs were induced to sell the property at a greatly reduced price to the Defendants, Jules L. Lusignan and Bryan P. Pelletier.

50. The Defendant, Jules L. Lusignan, made the statements and representations with the intention that the Plaintiffs should act upon them, and the Plaintiffs did act upon them, and were caused to sustain substantial monetary damages as a result thereof.

WHEREFORE, the Plaintiffs, Albert Axtman and Ann Axtman, Who Assert Their Rights Jointly As Husband and Wife, demand a Judgment against the Defendant, Jules L. Lusignan, in an amount to be determined by this Honorable Court and/or Jury, together with interests, costs and attorney's fees.

COUNT VIII
AXTMAN VS. BRYAN P. PELLETIER
DECEIT/MISREPRESENTATIONS OF PURCHASER OF REAL ESTATE

51. The Plaintiffs repeat and reallege the allegations contained in Paragraphs 1 through 50 of this Complaint as if separately set forth herein.

52. The Plaintiffs, on or about May 25, 2001, through the fraudulent representations of the Defendant, Bryan P. Pelletier, were induced to enter into an agreement for the sale of certain real estate located at 122 Point Breeze Road, Webster, Massachusetts and to subsequently convey to the Defendants the said property.

53. The fraud consisted of oral and written statements and representations of the Defendant, Bryan P. Pelletier, that the real estate was valued at substantially less than said Defendant knew it to be.

54. Acting upon the representations, oral and written, of the Defendant, Bryan P. Pelletier, the plaintiffs conveyed the property to the Defendants, Jules L. Lusignan and Bryan P. Pelletier.

55. In consideration of the statements of the Defendant, Bryan P. Pelletier, so fraudulently and falsely made, the Plaintiffs were induced to sell the property at a greatly reduced price to the Defendants, Jules L. Lusignan and Bryan P. Pelletier.

56. The Defendant, Bryan P. Pelletier, made the statements and representations with the intention that the Plaintiffs should act upon them, and the Plaintiffs did act upon them, and were caused to sustain substantial monetary damages as a result thereof.

WHEREFORE, the Plaintiffs, Albert Axtman and Ann Axtman, Who Assert Their Rights Jointly As Husband and Wife, demand a Judgment against the Defendant, Bryan P. Pelletier, in an amount to be determined by this Honorable Court and/or Jury, together with interests, costs and attorney's fees.

COUNT IX
AXTMAN VS. CENTURY 21 LAKE REALTY
DECEIT/MISREPRESENTATIONS OF PURCHASER OF REAL ESTATE

57. The Plaintiffs repeat and reallege the allegations contained in Paragraphs 1 through 56 of this Complaint as if separately set forth herein.

58. The Plaintiffs, on or about May 25, 2001, through the fraudulent representations of the agents, servants and/or employees of the Defendant, Century 21 Lake Realty, were induced to enter into an agreement for the sale of certain real estate located at 122 Point Breeze Road, Webster, Massachusetts and to subsequently convey to the Defendants the said property.

59. The fraud consisted of oral and written statements and representations of the agents, servants and/or employees of the Defendant, Century 21 Lake Realty, that the real estate was valued at substantially less than said Defendant knew it to be.

60. Acting upon the representations, oral and written, of the agents, servants and/or employees of the Defendant, Century 21 Lake Realty, the Plaintiffs conveyed the property to the Defendants, Jules L. Lusignan and Bryan P. Pelletier.

61. In consideration of the statements of the agents, servants and/or employees of the Defendant, Century 21 Lake Realty, so fraudulently and falsely made, the Plaintiffs were induced to sell the property at a greatly reduced price to the Defendants, Jules L. Lusignan and Bryan P. Pelletier.

62. The agents, servants and/or employees of the Defendant, Century 21 Lake Realty, made the statements and representations with the intention that the Plaintiffs should act upon them, and the Plaintiffs did act upon them, and were caused to sustain substantial monetary damages as a result thereof.

WHEREFORE, the Plaintiffs, Albert Axtman and Ann Axtman, Who Assert Their Rights Jointly As Husband and Wife, demand a Judgment against the Defendant, Century 21 Lake Realty, in an amount to be determined by this Honorable Court and/or Jury, together with interests, costs and attorney's fees.

COUNT X
AXTMAN VS. JULES L. LUSIGNAN
VIOLATION OF M.G.L. CH. 93A

63. The Plaintiffs repeat and reallege the allegations contained in Paragraphs 1 through 62 of this Complaint as if separately set forth herein.

64. That the acts and practices of the Defendant, Jules L. Lusignan, in his representation of the Plaintiffs in the sale of their property located at 122 Point Breeze Road, Webster, Massachusetts constitute unfair and deceptive acts or practices in violation of Massachusetts General Laws, Chapter 93A.

65. That as a result of the unfair and deceptive acts or practices of the Defendant, Jules L. Lusignan, in misrepresenting the actual value of the Plaintiffs' real estate, the Plaintiffs have been damaged.

66. That said acts or practices of the Defendant, Jules L. Lusignan, in misrepresenting the value of the real estate constitute a willful and knowing violation of M.G.L. Chapter 93A.

67. That pursuant to M.G.L. Chapter 93A, the Plaintiffs sent to the Defendant a written demand letter on or about April 3, 2002 (a copy of which is attached hereto and marked Exhibit "A").

68. The Defendant has failed and refused to make a reasonable offer of settlement in response thereto.

WHEREFORE, the Plaintiffs, Albert Axtman and Ann Axtman, Who Assert Their Rights Jointly as Husband and Wife, demand a Judgment against the Defendant, Jules L. Lusignan, in an amount to be determined by this Honorable Court and/or Jury together with treble damages, attorney's fees, interest and costs.

COUNT XI
AXTMAN VS. BRYAN P. PELLETIER
VIOLATION OF M.G.L. CH. 93A

69. The Plaintiffs repeat and reallege the allegations contained in Paragraphs 1 through 68 of this Complaint as if separately set forth herein.

70. That the acts and practices of the Defendant, Bryan P. Pelletier, in his representation of the Plaintiffs in the sale of their property located at 122 Point Breeze Road, Webster, Massachusetts constitute unfair and deceptive acts or practices in violation of Massachusetts General Laws, Chapter 93A.

71. That as a result of the unfair and deceptive acts or practices of the Defendant, Bryan P. Pelletier, in misrepresenting the actual value of the Plaintiffs' real estate, the Plaintiffs have been damaged.

72. That said acts or practices of the Defendant, Bryan P. Pelletier, in misrepresenting the value of the real estate constitute a willful and knowing violation of M.G.L. Chapter 93A.

73. That pursuant to M.G.L. Chapter 93A, the Plaintiffs sent to the Defendant a written demand letter on or about April 3, 2002 (a copy of which is attached hereto and marked Exhibit "A").

74. The Defendant has failed and refused to make a reasonable offer of settlement in response thereto.

WHEREFORE, the Plaintiffs, Albert Axtman and Ann Axtman, Who Assert Their Rights Jointly as Husband and Wife, demand a Judgment against the Defendant, Bryan P. Pelletier, in an amount to be determined by this Honorable Court and/or Jury together with treble damages, attorney's fees, interest and costs.

COUNT XII
AXTMAN VS. CENTURY 21 LAKE REALTY
VIOLATION OF M.G.L. CH. 93A

75. The Plaintiffs repeat and reallege the allegations contained in Paragraphs 1 through 74 of this Complaint as if separately set forth herein.

76. That the acts and practices of the Defendant, Century 21 Lake Realty, its agents, servants and/or employees, in its representation of the Plaintiffs in the sale of their property located at 122 Point Breeze Road, Webster, Massachusetts constitute unfair and deceptive acts or practices in violation of Massachusetts General Laws, Chapter 93A.

77. That as a result of the unfair and deceptive acts or practices of the Defendant, Century 21 Lake Realty, its agents, servants and/or employees in misrepresenting the actual value of the Plaintiffs' real estate, the Plaintiffs have been damaged.

78. That said acts or practices of the Defendant, Century 21 Lake Realty, its agents, servants and/or employees in misrepresenting the value of the real estate constitute a willful and knowing violation of M.G.L. Chapter 93A.

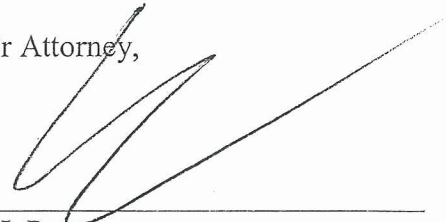
79. That pursuant to M.G.L. Chapter 93A, the Plaintiffs sent to the Defendant a written demand letter on or about April 3, 2002 (a copy of which is attached hereto and marked Exhibit "A").

80. The Defendant has failed and refused to make a reasonable offer of settlement in response thereto.

WHEREFORE, the Plaintiffs, Albert Axtman and Ann Axtman, Who Assert Their Rights Jointly as Husband and Wife, demand a Judgment against the Defendant, Century 21 Lake Realty, in an amount to be determined by this Honorable Court and/or Jury together with treble damages, attorney's fees, interest and costs.

ALBERT and ANN AXTMAN,
Who Assert Their Rights Jointly
As Husband and Wife,

By Their Attorney,



Donald J. Peters
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B.B.O. #: 544556

**Commonwealth of Massachusetts
WORCESTER SUPERIOR COURT
Case Summary
Civil Docket**

**WOCV2003-00075
Axtman et al v Lusignan et al**

File Date	01/10/2003	Status	Disposed: by Settlement (dispsetl)		
		Session	D - Civil D - Courtroom 25		
Origin	1 - Complaint	Case Type	A01 - Services, labor, materials		
Track	F - Fast track	Lead Case		Jury Trial	Yes

DEADLINES

	Service	Answer	Rule12/19/20	Rule 15	Discovery	Rule 56	Final PTC	Judgment
Served By					10/30/2004			
Filed By	04/10/2003	06/09/2003	06/09/2003	06/09/2003		11/30/2004		02/28/2004
Heard By							12/30/2004	

PARTIES

Plaintiff
Albert Axtman
46 Ramshorn Road
Dudley, MA
Active 01/10/2003

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Withdrawn 10/07/2004

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Active 09/22/2004 Notify

Plaintiff
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Active 01/10/2003

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Commonwealth of Massachusetts
WORCESTER SUPERIOR COURT
Case Summary
Civil Docket

WOCV2003-00075
Axtman et al v Lusignan et al

<p>Defendant Jules L Lusignan 43 East Main Street Webster, MA Served: 03/12/2003 Answered: 03/31/2003 Answered 03/31/2003</p> <p>Defendant Bryan P Pelletier 43 East Main Street Webster, MA Served: 03/21/2003 Answered: 03/28/2003 Answered 03/28/2003</p> <p>Defendant Century 21 Lake Realty 43 East Main Street Webster, MA Served: 02/21/2003 Defaulted under time standards 04/05/2007</p>	<p>Private Counsel 486820 Kevin W Sullivan Sullivan Law Offices (Kevin W) 27 Thompson Road PO Box 117 Webster, MA 01570-0117 Phone: 508-943-2102 Fax: 508-943-0321 Active 03/31/2003 Notify</p> <p>Private Counsel 550382 Michael C Wilcox Aloise & Wilcox PC One Exchange Place Worcester, MA 01608 Phone: 508-755-8118 Fax: 508-755-3042 Active 03/28/2003 Notify</p>
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ENTRIES

Date	Paper	Text
01/10/2003	1.0	Complaint & civil action cover sheet filed-CJ
01/10/2003		Origin 1, Type A01, Track F.
01/10/2003		Notice of 93A complaint sent to Attorney General
03/10/2003	2.0	SERVICE RETURNED: Century 21 Lake Realty(Defendant) service made on 2/21/03 (agent person in charge)
03/12/2003	3.0	SERVICE RETURNED: Jules L Lusignan(Defendant) Service made on 3/10/03 (in hand)
03/28/2003	4.0	ANSWER: Bryan P Pelletier(Defendant) -CJ
03/28/2003	5.0	SERVICE RETURNED: Bryan P Pelletier(Defendant) service made on 3/21/03 (in hand)
03/31/2003	6.0	ANSWER: Jules L Lusignan(Defendant)
04/23/2003	7.0	Plaintiffs MOTION for Attachment of Real Estate, affid of Albert Axtman in support of motion, Jules L Lusignan's opposition, affid in support of opposition, document list, affid of compliance, cert of service
04/25/2003	8.0	Bryan P Pelletier's Opposition to plf's motion for attachment of real estate
05/16/2003		Hearing on (P#7) held, matter taken under advisement. (Jeffrey A. Locke, Justice)
05/16/2003		Motion (P#7) DENIED after hearing. (Jeffrey A. Locke, Justice)

**Commonwealth of Massachusetts
WORCESTER SUPERIOR COURT
Case Summary
Civil Docket**

**WOCV2003-00075
Axtman et al v Lusignan et al**

Date	Paper	Text
		Notices mailed May 19, 2003
09/12/2003	9.0	Assented to MOTION to extend discovery and amend tracking order
09/17/2003		MOTION (P#9) ALLOWED as ther is no opp. under 9a. (CL Gorman,First Asst. Clerk) Notices mailed September 18, 2003
09/18/2003		Tracking deadlines amended: Dates changed in case header & amended TO issued as ordered.
05/10/2004	10.0	Joint MOTION to extend tracking order
05/11/2004		MOTION (P#10) ALLOWED as there is no opp. uneder 9a. Notices mailed May 18, 2004
05/18/2004		Tracking deadlines amended: Dates changed in case header & amended TO issued as ordered.
09/22/2004		Atty Roy A Bourgeois's notice of appearance for Albert Axtman and Ann Axtman
10/07/2004		Atty Donald J Peters's withdrawal of appearance filed re: Albert Axtman and Ann Axtman
12/27/2005	11.0	Joint pre-trial memorandum filed
04/05/2007	12.0	Default (1-88) re: Century 21 Lake Realty
09/14/2007		Notice sent to appear for trial by jury on 3/3/2008
03/28/2008	13.0	Nisi dismissal; agreement or stipulation to be filed by 5/28/2008 (James R. Lemire, Justice)
04/11/2008	14.0	Stipulation of dismissal with prejudice, without costs and with all rights of appeal waived.

EVENTS

Date	Session	Event	Result
05/16/2003	Civil C - Courtroom 26	Motion/Hearing: R E attachmnt	Event held as scheduled
11/22/2005	Civil C - Courtroom 26	Pliff's motion for REA w/ opp. Conf: final pre-trial	Event rescheduled by court prior to date
12/20/2005	Civil C - Courtroom 26	Conf: final pre-trial	Event held as scheduled
08/17/2006	Civil C - Courtroom 26	Conference: Trial Assignment 3 days	Event rescheduled by court prior to date
09/13/2007	Civil C - Courtroom 26	Conference: Trial Assignment from Aug. '06 list, 3 days. E list	Event held as scheduled
10/18/2007	Civil C - Courtroom 26	Conference: Trial Assignment from Aug. '06 list, 3 days. E list	Event rescheduled by court prior to date
03/03/2008	Civil D - Courtroom 25	TRIAL: by jury 3 days ,ort	Event canceled not re-scheduled
03/28/2008	Civil D - Courtroom 25	Status: by session Assignment of trial date	Event cancelled - Case Settled