

# Supreme Court of Pennsylvania

Court of Common Pleas  
Civil Cover Sheet

**YORK**

County

For Prothonotary Use Only:

Docket No: Thu, Apr 25, 2019 1:54 PM

2019-SU-001299

The information collected on this form is used solely for court administration purposes. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

SECTION A

## Commencement of Action:

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

Lead Plaintiff's Name:

Max L. Cohn

Lead Defendant's Name:

Ruffled Feathers Parrot Sanctuary

Are money damages requested? ☒ Yes ☐ No

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

Is this a Class Action Suit? ☐ Yes ☒ No

Is this an MDJ Appeal? ☐ Yes ☒ No

Name of Plaintiff/Appellant's Attorney: Bernard Uchanoff Esq.

☐ Check here if you have no attorney (are a Self-Represented [Pro Se] Litigant)

SECTION B

## Nature of the Case:

Place an "X" to the left of the ONE case category that most accurately describes your **PRIMARY CASE**. If you are making more than one type of claim, check the one that you consider most important.

### TORT (do not include Mass Tort)

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

### MASS TORT

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

### PROFESSIONAL LIABILITY

- ☐ Dental  
☐ Legal  
☐ Medical  
☐ Other Professional:

### CONTRACT (do not include Judgments)

- ☐ Buyer Plaintiff  
☐ Debt Collection: Credit Card  
☐ Debt Collection: Other

- ☐ Employment Dispute: Discrimination  
☐ Employment Dispute: Other

☐ Other:

### REAL PROPERTY

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

### CIVIL APPEALS

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

- ☐ Zoning Board  
☐ Other:

### MISCELLANEOUS

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

RECEIVED  
YORK COUNTY PROTHONOTARY  
2019 APR 25 PM 1:55  
JULIE A. CENTER YORK PA

**IN THE COURT OF COMMON PLEAS OF YORK COUNTY, PENNSYLVANIA  
CIVIL DIVISION**

MAX L. COHN

Plaintiff

v.

RUFFLED FEATHERS PARROT SANCTUARY

Defendant

: Case No.: 2019-SU-1299

:

:

:

Civil Action – Replevin

**NOTICE TO DEFEND AND CLAIM  
RIGHTS**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by an attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

**AVISO PARA DEFENDER Y  
RECLAMAR DERECHOS**

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en la paginas siguientes, usted tiene veinte (20) dias, de plazo el partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de sus persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademàs, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otras derichos inportantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFUCIENTE DE PAGAR TAL SERVICIO. VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

York County Lawyer Referral Service of the  
York County Bar Association  
137 East Market Street  
York, Pennsylvania 17401  
(717) 854-8755

**IN THE COURT OF COMMON PLEAS OF YORK COUNTY, PENNSYLVANIA  
CIVIL DIVISION**

MAX L. COHN  
Plaintiff  
v.

: Case No.: 2019-SU-1299  
:  
:  
:  
: Civil Action – Replevin

RUFFLED FEATHERS PARROT SANCTUARY :  
Defendant

**COMPLAINT IN REPLEVIN FOR REPOSSESSION**

1. Plaintiff Max L. Cohn is an individual who resides at 12 Maryhill Court, Owings Mills, Maryland 21117.
2. Defendant Ruffled Feathers Parrot Sanctuary is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with a place of business at North Hanover Mall, 1155 Carlisle Street, Hanover, Pennsylvania 17331.
3. On February 5, 2019, the parties entered into a Transfer/Relinquish Agreement under which defendant agreed to take possession of three of Plaintiff's exotic birds. A copy of the transfer agreement, without the back page, is attached as Exhibit "A."
4. Pursuant to the transfer agreement, defendant presently has in its possession, custody and control two of the three birds entrusted to them for care. The third bird, Roberto, died.
5. Plaintiff believes, and therefore avers, that the property is in defendant's store located at North Hanover Mall, 1155 Carlisle Street, Hanover, Pennsylvania 17331.
6. Pursuant to the terms of the transfer agreement, plaintiff relinquished his birds to defendant under circumstances that left him with the impression that he could have the birds returned to him if he asked.

7. Furthermore, and in addition to the intent of the parties, plaintiff became a volunteer so that he could continue his relationship with his birds.

8. In order to thwart the intent, defendant sent plaintiff a cease and desist letter and a no trespass letter forbidding him from returning to the store.

9. Plaintiff has complied with his obligations under the contract in a timely manner and has otherwise complied with all terms and conditions of the transfer agreement.

10. Defendant has no security interest in plaintiff's property.

11. Defendant is obligated under the transfer agreement to handle plaintiff's goods and equipment in accordance with acceptable industry standards and has failed to do so.

12. On March 22, 2019, plaintiff, through undersigned counsel, wrote to defendant offering to resolve the conflict between the parties and requesting that defendant make plaintiff's property available for return. A copy of the letter is attached as Exhibit "B."

13. On March 26, 2019, Defendant responded and essentially refused to return the birds. A copy of the letter is attached as Exhibit "C".

14. The fair market value of the property in question is unquantifiable based upon the emotional and sentimental value of the remaining birds and plaintiff is therefore requesting specific performance; namely, the return of the birds immediately.

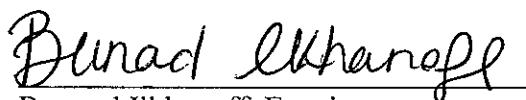
15. Plaintiff has been and will continue to be damaged by defendant's wrongful detention of plaintiff's property in an amount which cannot be computed until the removal of plaintiff's property from defendant's store is complete, including but not limited to amounts expended in recovering plaintiff's property, the cost of obtaining a bond for a writ of seizure, and the costs associated with the lawful removal of the plaintiff's property from defendant's store.

16. Defendant's wrongful detention of plaintiff's property has been outrageous, willful, wanton and/or in reckless disregard of plaintiff's rights, and plaintiff therefore seeks recovery of punitive damages.

WHEREFORE, plaintiff demands possession of the property described in Exhibit "B," special damages as set forth above, and punitive damages, together with costs and attorneys' fees to the extent allowed by law.

Respectfully submitted,

ILKHANOFF & SILVERSTEIN, P.C.

A handwritten signature in black ink, reading "Bernard Ilkhanoff", written over a horizontal line.

Bernard Ilkhanoff, Esquire  
Supreme Court I.D. Number: 81844  
249 South Main Street  
Shrewsbury, Pennsylvania 17361  
(717) 227-1115  
Attorney for Plaintiff

**VERIFICATION**

I verify that the statements made in the foregoing document are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

4/25/2019  
Date

Max L. Cohn  
Max L. Cohn

# RUFFLED FEATHERS® PARROT RESCUE (RFS)¹

North Hanover Mall

1155 Carlisle St. # 531

Hanover, PA 17331

443-974-5474

[www.ruffledfeathers.org](http://www.ruffledfeathers.org)

[Yvonne@ruffledfeathers.org](mailto:Yvonne@ruffledfeathers.org)

## Transfer/Relinquish Bird to RFS

NAME OF TRANSFEROR: MAX COHN DATE: 2/5/19  
ADDRESS: 12 MARYHILL COURT 21117  
PHONE: 443-286-4497 Email: MAXCOHN59@GMAIL.COM

RFS hereby acknowledges receipt and transfer of a living parrot and/or other exotic bird(s) as described below, without any reps or warranties except of your right to authorize RFS to take possession of the bird(s), absolutely and without restrictions whatsoever, free of any third-party claim:

AFRICAN GREY - CHICO - M  
DESCRIPTION OF BIRD(S) INCLUDING NAMES AND AGES, IF KNOWN²  
MACAW - PEDRO - FEMALE  
Bird Type \_\_\_\_\_ Weight \_\_\_\_\_ Sex \_\_\_\_\_  
AMAZON - ROBERTO  
Name \_\_\_\_\_ Agent/Owner Band # \_\_\_\_\_

**Note:** RUFFLED FEATHERS® PARROT RESCUE has not provided, in whole or in part, any goods or services to you in exchange for your transfer of the bird(s) nor is otherwise obligated to you or another, now or in the future, in connection with any transfer.

You acknowledge that RFS accepts the transfer of the above listed bird(s) solely on condition that you have the right to release, and hereby do release absolutely and without further claim, the bird(s) to RFS.

RFS expresses its deepest appreciation for your continued support of RFS's mission to intervene and protect at risk parrots and other exotic birds and accepts the transfer of birds under this Transfer Authorization.

Director

**I ACKNOWLEDGE MY TRANSFER AUTHORIZATION TO TRANSFER BIRD(S) TO RFS:**

DATE: 2/5/19

SIGNATURE: \_\_\_\_\_

¹ RFS (aka RUFFLED FEATHERS PARROT RESCUE AND SANCTUARY INC.) is a 501(c)(3) nonprofit organization.  
² Attach photographs of birds and additional pages, as necessary.

ALL-STATE LEGAL

EXHIBIT

A

# ILKHANOFF & SILVERSTEIN, P.C.

## Attorneys at Law

2085 State Street  
East Petersburg, Pennsylvania 17520  
Telephone (717) 690-2857  
www.islawyers.com

All Correspondence to:  
249 South Main Street  
Shrewsbury, Pennsylvania 17361  
Telephone (717) 227-1115  
Facsimile (717) 227-9980

March 22, 2019

VIA EMAIL – [YVONNE@RUFFLEDFEATHERS.ORG](mailto:YVONNE@RUFFLEDFEATHERS.ORG)

Ms. Yvonne England  
Ruffled Feathers Parrot Sanctuary  
North Hanover Mall  
1155 Carlisle Street  
Hanover, Pennsylvania 17331

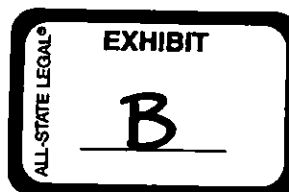
RE: Max Cohn v. Ruffled Feathers Parrot Rescue  
Our File No. 19-6454

Dear Ms. England:

I represent Max Cohn relative to the birds he gifted conditionally to Ruffled Feathers Parrot Rescue (RFS) on February 5, 2019. Mr. Cohn and his Maryland attorney, Robert Baker, III, have apprised me of the history and aftermath of the relinquishment of the three parrots (one of which has since died) and I understand that there might be hard feelings on both sides of this situation. My purpose in writing to you is to offer an olive branch in the hope of reuniting Mr. Cohn with his surviving two birds.

In essence, Mr. Cohn would like to have the birds returned to him promptly. Given your mutual dealings with one another, I surmise that you do not want him ever to return to your place of business nor do you want him to openly criticize your operations to anyone. Mr. Cohn has authorized me to prepare the necessary releases to carry out this intent. In addition, Mr. Cohn is prepared to make a donation to your rescue in an amount that is fair and reasonable to all.

I did not want to "cold call" you and present any of this by phone. Instead, out of respect to you and your business, I thought a letter would be less alarming and would allow you some time to reflect on the offer before deciding what to do. I hope that you are receptive to my letter and will call me in the next week, if not sooner. If I do not hear from you, I may call you if that is acceptable. Indeed, if you have an attorney, please forward this letter to her or him and I would be happy to direct all future communications to that person.

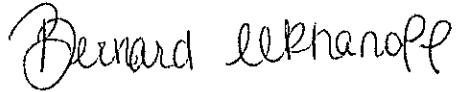




Thank you for your consideration. I hope to hear from you soon.

Very truly yours,

ILKHANOFF & SILVERSTEIN, PC

A handwritten signature in cursive script that reads "Bernard Ilkhanoff". The signature is written in black ink and is positioned above the printed name.

Bernard Ilkhanoff, Esquire

BI/meg

cc : Max L. Cohn



**RUFFLED FEATHERS® PARROT RESCUE AND SANCTUARY INC**

1155 CARLISLE STREET  
HANOVER, PA 17331

**MEETING THE CHALLENGE TO STEP UP<sup>SM</sup>**

410-292-2919

**[www.ruffledfeathers.org](http://www.ruffledfeathers.org)**

March 26, 2019

Bernard Ilkhanoff, Esquire  
Ilkhanoff & Silverstein, P.C.  
249 South Main Street  
Shrewsbury, PA. 17361

RE: Letter dated March 22, 2019

Dear Mr. Ilkhanoff,

You seem to be miss informed. Mr. Max Cohn did not "gift conditionally" but Surrendered/Relinquished voluntarily his unwanted birds and executed the required transfer document. Mr. Cohen has already offered an "olive branch" in a text message. You may wish to ask him to show you a copy of the text message.

The Volunteer Service Agreement between Ruffled Feathers Parrot Rescue and Sanctuary and Max Cohn was terminated in writing as required and for cause. He was also permanently banned from the premises. I refer you to both the Ban Notice and the Volunteer Services and Release Agreement termination letter sent to Max Cohn via Certified Mail on March 9, 2019 for further details.

Frankly, you may surmise what you wish, the documents sent to Max Cohn via certified mail are self-explanatory. In light of Max Cohn's behavior, Ruffled Feathers Parrot Rescue and Sanctuary will not accept a financial donation from Mr. Cohn under any circumstances nor have any need for any releases from him.

We would request that you do not call.

Sincerely,

Yvonne England, Director

Gil Stern, Director

ALL-STATE LEGAL®

EXHIBIT

C

**CERTIFICATE OF COMPLIANCE**

Docket No. \_\_\_\_\_

I certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts* that require filing confidential information and documents differently than non-confidential information and documents.

Signature Bernard Khanoff

(Attorney or pro se litigant)

Print Name Bernard Khanoff

Attorney No. (if applicable) 81844