

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, PENNSYLVANIA

JOSHUA D SHAPIRO

vs.

JEREMY MOCK

NO. 2026-02445

**NOTICE TO DEFEND – CIVIL**

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 attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

LAWYER REFERENCE SERVICE  
MONTGOMERY BAR ASSOCIATION  
100 West Airy Street (REAR)  
NORRISTOWN, PA

19404-0268 (610) 279-9660, EXTENSION 201

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IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, PENNSYLVANIA

JOSHUA D SHAPIRO

vs.

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**CIVIL COVER SHEET**

State Rule 205.5 requires this form be attached to any document commencing an action in the Montgomery County Court of Common Pleas. The information provided herein is used solely as an aid in tracking cases in the court system. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

Name of Plaintiff/Appellant's Attorney: WALTER WEIR JR, ESQ., ID: 23137

Self-Represented (Pro Se) Litigant ☐

**Class Action Suit**

☐

Yes

☒

No

**MDJ Appeal**

☐

Yes

☒

No

**Money Damages Requested**

☐

**Commencement of Action:**

Complaint

**Amount in Controversy:**

**Case Type and Code**

Real Property:

Quiet Title

**Other:**

Supreme Court of Pennsylvania

Court of Common Pleas  
Civil Cover Sheet

MONTGOMERY

County

For Prothonotary Use Only:

Docket No:

TIME STAMP

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

Commencement of Action:

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

Lead Plaintiff's Name:  
Joshua D. and Lori M. Shapiro

Lead Defendant's Name:  
Jeremy and Simone Mock

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: Walter Weir, Jr., Esquire

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

**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:  
\_\_\_\_\_  
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**CONTRACT** (do not include Judgments)

- ☐ Buyer Plaintiff  
☐ Debt Collection: Credit Card  
☐ Debt Collection: Other  
\_\_\_\_\_  
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☐ Employment Dispute:  
Discrimination  
☐ Employment Dispute: Other  
\_\_\_\_\_  
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☐ Other:  
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**REAL PROPERTY**

- ☐ Ejectment  
☐ Eminent Domain/Condemnation  
☐ Ground Rent  
☐ Landlord/Tenant Dispute  
☐ Mortgage Foreclosure: Residential  
☐ Mortgage Foreclosure: Commercial  
☐ Partition  
☒ Quiet Title  
☐ Other:  
\_\_\_\_\_  
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**CIVIL APPEALS**

- Administrative Agencies  
☐ Board of Assessment  
☐ Board of Elections  
☐ Dept. of Transportation  
☐ Statutory Appeal: Other  
\_\_\_\_\_  
\_\_\_\_\_  
☐ Zoning Board  
☐ Other:  
\_\_\_\_\_  
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**MISCELLANEOUS**

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

Se han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta a sentar una comparencia escrita o en persona o con un abogado y entregara la corte en forma escrita sus defensas o sus objeciones a las d mandas en contra de su persona. Sea a visado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademias, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta de manda. Usted puede perder dinero o sus propiedades o otros de rechos importantes para usted.

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LAWYER REFERENCE SERVICE  
MONTGOMERY COUNTY BAR ASSOCIATION  
100 West Airy Street (Rear)  
Norristown, PA 19401  
Phone (610) 279-9660, Ext. 201

LLEVE ESTA DEMANDA A UN ABOGADO IN MEDIATAMENTE SI NO TIENE ABOGADO OO SI NO TIENE EL DINEROSUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUY DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERICUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

SERVICIO DE REFERENCIA DE ABOGADOS  
COLEGIO DE ABOGADOS DEL CONDADO DE  
MONTGOMERY  
100 West Airy Street (parte trasera)  
Norristown, PA 19401  
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WEIR LLP

By: Walter Weir, Jr., Esquire  
Susan A. Weir, Esquire  
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*Attorneys for Plaintiffs  
Joshua D. and Lori M. Shapiro*

JOSHUA D. AND LORI M. SHAPIRO  
1550 Cloverly Lane  
Abington, PA 19046,

Plaintiffs,

v.

JEREMY AND SIMONE MOCK  
1533 Cherry Lane  
Rydal, PA 19046,

Defendants.

: COURT OF COMMON PLEAS  
: MONTGOMERY COUNTY  
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: Civil Action  
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: No. \_\_\_\_\_  
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COMPLAINT IN EQUITY

Plaintiffs Joshua D. and Lori M. Shapiro, by and through their undersigned counsel, bring this Complaint in Equity against Defendants Jeremy and Simone Mock, and in support thereof aver:

1. Plaintiffs Joshua D. Shapiro and Lori M. Shapiro are adult individuals who acquired property located at 1550 Cloverly Lane, Abington, Montgomery County, Pennsylvania on May 22, 2003, and have continuously maintained possession of their property since that date. The deed with a metes and bounds description of their property is attached hereto as Exhibit A and is referred to in this Complaint as the "Plaintiffs' Property".

2. Plaintiff Joshua D. Shapiro is the duly elected Governor of the Commonwealth of Pennsylvania and maintains an additional residence at the Governor's Residence in Harrisburg, Pennsylvania for official duties, while continuing to maintain his primary residence and domicile at 1550 Cloverly Lane, Abington, Pennsylvania.

3. Defendants Jeremy and Simone Mock acquired title to the real property located at 1533 Cherry Lane, Rydal, Montgomery County, Pennsylvania, on April 24, 2017, and have resided at this address since that date. The deed with a metes and bounds description of their property is attached hereto as Exhibit B and is referred to in this Complaint as the "Defendants' Property".

4. A fence was erected prior to May 22, 2003, and a tree line has existed separating the Plaintiffs' Property and the Defendants' Property along a common boundary line. This fence and tree line were in place at the time the Plaintiffs took title to and possession of their property on May 22, 2003, and has continuously remained in place to this day (which is referred to herein as the "Fence Line") as illustrated in red on the plot plan attached hereto as Exhibit C.

5. From May 22, 2003, through the summer of 2025, Plaintiffs recognized and treated the Fence Line as the actual boundary line between their property and Defendants' Property and have exercised exclusive and continuous dominion and control over all the land on their side of the Fence Line.

6. From April 24, 2017, through the summer of 2025, Defendants recognized and treated the Fence Line as the actual boundary line between their property and Plaintiffs' Property.

7. Defendants have never possessed or occupied any part of the land on Plaintiffs' side of the Fence Line.

8. Since his election as Governor of Pennsylvania, the Pennsylvania State Police have maintained a security detail at the Plaintiffs' Property.

9. On or about April 13, 2025, an intruder broke into the Governor's Residence in Harrisburg, Pennsylvania, set the home on fire and attempted to assassinate and commit criminal acts that endangered Plaintiff Joshua Shapiro and his family.

10. Following this incident, the Pennsylvania State Police conducted a review of the security in place at the Governor's Residence in Harrisburg and at his home in Abington and made recommendations to improve security at both locations.

11. As a result of these recommendations, the Commonwealth began plans to install additional security measures at their home at 1550 Cloverly Lane, Abington, Pennsylvania, including a fence around the Plaintiffs' Property.

12. As part of this process, Plaintiffs' Property was surveyed by a licensed professional land surveyor in the summer of 2025, at which time it was discovered that approximately 2,900 square feet of land which Plaintiffs have exclusively possessed and occupied since May 22, 2003, believing it to be their property, fell outside the metes and bounds description contained in Plaintiffs' deed and within the metes and bounds description contained in Defendants' deed (which area is referred to herein as the "Disputed Area").

13. The boundary and location of the Disputed Area is outlined on Exhibit C by a green line.

14. Because the Fence Line did not fall within the metes and bounds description of the Plaintiffs' Property as per their deed, they were unable to get a permit to build a new fence along the existing Fence Line.

15. Upon learning this, Plaintiffs reached out to Defendants and advised them of this discovery. At that time Defendants acknowledged to Plaintiffs that they had always believed that the Disputed Area was part of Plaintiffs' Property. Prior to learning of this discovery, Defendants



never claimed, possessed or exercised any rights over the Disputed Area.

16. Plaintiffs then proceeded to engage with Defendants in an effort to resolve the issue so Plaintiffs could obtain a permit to build a fence along, *inter alia*, the existing Fence Line. Among other things, Plaintiffs suggested transferring legal title to the Disputed Area to Plaintiffs in exchange for which they would compensate Defendants for doing so.

17. Thereafter, Defendants retained legal counsel and proposed leasing the Disputed Area to Plaintiffs. In doing so, Defendants demanded, *inter alia*, that Plaintiffs erect a fence along a part of Defendants' Property that was not contiguous to Plaintiffs' Property and would run along a boundary line between Defendants' Property and one of Defendants' neighbors.

18. As negotiations progressed, Defendants demanded that Plaintiffs pay all of the legal fees they incurred with their lawyer for an amount in excess of \$25,000, and that Plaintiffs pay for the removal of several trees, including a large Tulip Poplar tree that was dying and presenting a hazard to both property owners, located in the Disputed Area.

19. After protracted negotiations, Plaintiffs and Defendants were unable to reach a lease agreement that would have resolved the problem that was preventing Plaintiffs from obtaining a permit to build a new fence along the existing Fence Line.

20. After negotiations broke down, Plaintiffs made alternative security arrangements along the Fence Line and abandoned their effort to have a new fence erected along the Fence Line.

21. In September of 2025, Defendants' counsel notified Plaintiffs' counsel that Defendants owned the Disputed Area and demanded that Plaintiffs surrender possession of the Disputed Area to Defendants, which demand Plaintiffs rejected.

22. At the same time, Plaintiffs notified Defendants' counsel in writing that they would not permit Defendants, or anyone acting on their behalf, to have access to the Disputed Area, as

they have been in exclusive, continuous, open, notorious, hostile, and actual possession of the Disputed Area for the statutory period of twenty-one (21) years required under Pennsylvania law and thereby acquired title to and the exclusive right to use, possess and occupy the Disputed Area by operation of law through adverse possession pursuant to 42 Pa.C.S. §5530.

23. An arborist was hired to take down the Tulip Poplar tree in the Disputed Area and Defendants' counsel was notified accordingly by Plaintiff's counsel. In response, Defendants counsel objected to Plaintiffs removing this tree.

24. At or about the same time, but unknown to Plaintiffs, Defendants applied to Abington Township for a permit to erect a fence that would, if built, include the Disputed Area within Defendants' property and dispossess Plaintiffs from the Disputed Area which Plaintiffs have exclusively possessed and occupied for over twenty-two years.

25. On or about October 12, 2025, after having been notified that Defendants and their contractors would not be permitted to access the Disputed Area, Defendants directed their surveyor to enter the Disputed Area without Plaintiffs' permission. Upon attempting to enter the Disputed Area, Defendants' surveyor was refused access by the Plaintiffs' security detail.

26. Early Monday morning, October 20, 2025, Defendants' arborist appeared unannounced on Defendants' property and attempted to access the Disputed Area to remove the large Tulip-Poplar tree located within that area.

27. Plaintiffs denied Defendants' arborist access to the Disputed Area.

28. On or about Monday, October 20, 2025, Defendants' contractor began erecting a new fence around Defendants' Property. As construction progressed and was about to reach the Fence Line, Defendants' contractor and Defendant Jeremy Mock announced their intention to construct the fence in a manner that would encompass all the Disputed Area and dispossess

Plaintiffs of the Disputed Area which Plaintiffs have exclusively occupied since May 22, 2003.

29. Plaintiffs have denied and continue to deny Defendants and their agents access to the Disputed Area.

30. Defendants have and continue to make self-help attempts to harass Plaintiffs with the intent take possession of the Disputed Area notwithstanding Plaintiffs' ongoing exclusive occupation and possession of the Disputed Area since May 22, 2003.

31. On or about October 21, 2025, Defendants or their agent, without permission entered the Disputed Area and installed a provocative sign bearing Defendants' claim that they owned the Disputed Area.

32. At or about the same time, Defendants or their agent, without permission entered the Disputed Area and posted a sign on the Tulip Poplar tree which declared that Defendants owned the Disputed Area.

33. At or about this time, Defendants attempted to enlist the Abington Township police to obtain possession of the Disputed Area and, on information and belief, for the purpose of having the Plaintiffs charged with criminal trespass.

34. Defendants' self-help efforts ignore the fact that Plaintiffs have been in open, exclusive, hostile, continuous, adverse, and actual possession under a claim of right to the Disputed Area since May 22, 2003, satisfying the statutory period required under 42 Pa.C.S. §5530.

35. Since May 22, 2003, Plaintiffs have continually maintained and improved the Disputed Area by mowing the lawn, planting trees and bushes, maintaining erosion controls, clearing leaves and other debris, installing an electric dog fence, and have otherwise been in open, exclusive, hostile, continuous, adverse possession under a claim of right to the Disputed Area during that entire period.

36. At all times relevant to the matters set forth herein, Defendants have had actual knowledge of Plaintiffs' occupation and possession of the Disputed Area and never voiced any objection to Plaintiffs' possession thereof until October 2025.

37. Defendants have never occupied or had possession of the Disputed Area.

38. Plaintiffs believe and therefore aver that the prior owners of Plaintiffs' property were in actual, open, notorious, exclusive, hostile, continuous and adverse possession of the Disputed Area for an unknown period prior to Plaintiffs' acquisition of their property on May 22, 2003.

39. Defendants and their predecessors in interest have never objected and have acquiesced to the boundary line established by the Fence Line and Defendants only objected after Plaintiffs brought this to Defendants' attention in October of 2025.

40. Defendants for the first time now claim ownership of the Disputed Area and are interfering with Plaintiffs' quiet enjoyment of the Disputed Area.

41. At all times relevant to the matters set forth herein, Defendants have been represented by counsel and have known, or should have known, that their efforts to use self-help to obtain possession of the Disputed Area were unlawful.

42. Instead of seeking to quiet title to the Disputed Area by commencing an action in this court, the Defendants filed a lawsuit in the United States District Court alleging civil rights violations.

#### COUNT I – QUIET TITLE AND INJUNCTIVE RELIEF

43. Plaintiffs incorporate paragraphs 1 through 42 as though set forth at length herein.

44. By operation of law, Plaintiffs are the owners of the Disputed Area.

45. Defendants have no right of access to or right to occupy or otherwise possess the Disputed Area.

46. Defendants' ongoing harassment of Plaintiffs and their invitees is unlawful, constitutes a private nuisance under Pennsylvania common law, interferes with Plaintiffs' use and enjoyment of their property, and poses an ongoing security threat to Plaintiffs and their children.

47. Defendants' ongoing harassment of Plaintiffs and their invitees is causing Plaintiffs immediate and irreparable harm, including but not limited to emotional distress, interference with the peaceful use and enjoyment of their property, diminution in property value, and ongoing threats to the safety and security of Plaintiffs and their family members.

48. Plaintiffs have no adequate remedy at law because monetary damages cannot adequately compensate for the ongoing trespass, harassment, and threats to personal safety. The harm involves unique real property interests and personal safety concerns that are inherently difficult to quantify. Plaintiffs will suffer irreparable harm absent injunctive relief, including continued interference with their property rights, ongoing threats to their safety and that of their family members, the inability to peacefully enjoy their property, and the risk of multiplicity of suits if Plaintiffs are forced to repeatedly seek damages for each instance of trespass or harassment.

49. Plaintiffs are entitled to temporary, preliminary and permanent injunctive relief enjoining Defendants, their agents, employees, contractors, successors, assigns, and all persons acting in concert with them or on their behalf, from: (a) harassing, threatening, or intimidating Plaintiffs, their family members and invitees; (b) entering upon or attempting to access the Disputed Area; and (c) interfering with Plaintiffs' peaceful use and enjoyment of the Disputed Area.

WHEREFORE, Plaintiffs respectfully request that this Honorable Court:

A. Enter a declaratory judgment quieting title to the Disputed Area in favor of Plaintiffs and against Defendants;

B. Enter a preliminary and permanent injunction prohibiting Defendants, their agents, contractors, employees, successors, assigns, and all persons acting in concert with them from entering upon, occupying, or otherwise interfering with Plaintiffs' possession and use of the Disputed Area;

C. Order Defendants, and their agents, contractors, employees, successors, assigns, and all persons acting in concert with them, not to harass, threaten or intimidate Plaintiffs, their family members or invitees, and not to direct, authorize, or permit their contractors, agents or representatives to access or attempt to gain access to the Disputed Area;

D. Award Plaintiffs their costs and expenses incurred in prosecuting this action, and reasonable attorneys' fees to the extent authorized by law or equity; and

E. Grant such other and further relief as this Court deems just and proper.

#### COUNT II – QUIET TITLE

50. Plaintiffs incorporate by reference paragraphs 1 through 49 as though fully set forth at length herein.

51. Plaintiffs are the owners of the Disputed Area as a matter of law by adverse possession, having maintained actual, continuous, exclusive, visible, notorious, distinct, and hostile possession under claim of right for the statutory period of twenty-one (21) years required under 42 Pa.C.S. §5530 (relating to twenty-one-year limitation). Specifically, Plaintiffs' possession began on or about May 22, 2003, and has continued uninterrupted through the present date, exceeding the statutory period of twenty-one years as of May 22, 2024. During this period, Plaintiffs and their predecessors in title have maintained, improved, and exercised dominion over the Disputed Area by mowing, landscaping, installing improvements, and excluding others.

52. Plaintiffs are the owners of the Disputed Area as a matter of law under the

consentable boundary doctrine, as both parties have treated the fence line as the boundary between their properties for more than twenty-one (21) years, there was uncertainty as to the true boundary line, and the parties agreed as a matter of law to accept the fence line as the boundary to resolve that uncertainty.

53. Plaintiffs are the owners of the Disputed Area as a matter of law under the boundary by acquiescence doctrine, as the parties have mutually recognized and acquiesced in the fence line as the boundary between their properties for the statutory period of twenty-one (21) years.

54. Alternatively, if Plaintiffs do not hold title to the Disputed Area, Plaintiffs hold a prescriptive easement over the Disputed Area, having used the area in an open, notorious, adverse, continuous, and uninterrupted manner under claim of right for the statutory period of twenty-one (21) years pursuant to 42 Pa.C.S. §5530.

WHEREFORE, Plaintiffs demand judgment in their favor and against Defendants:

- A. Finding that Plaintiffs are the legal and equitable owners of the Disputed Area;
  - B. Determining that Defendants do not have any right, title, interest or estate in the Disputed Area;
  - C. Establishing that the boundary lines of Plaintiffs' real property are as depicted in the plat of survey attached to this pleading as Exhibit C;
  - D. Quieting title to the Disputed Area in Plaintiffs' favor and against Defendants;
- and
- E. Awarding Plaintiffs their costs and, to the extent permitted by law or equity, attorney's fees, and such other and further relief as the Court considers just, fair, and equitable.

Dated: February 9, 2026.

Submitted by:

WEIR LLP

By:

Walter Weir, Jr., Esquire  
Susan A. Weir, Esquire

*Attorneys for Plaintiffs*



VERIFICATION

I, Joshua D. Shapiro, am a named Plaintiff in the above-captioned action, and hereby verify that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that the statements made herein are made subject to the penalties of 18 Pa.C.S. §4904, relating to unsworn falsification to authorities.


Josh Shapiro  
Josh Shapiro (Feb 9, 2026 11:39:04 EST)

\_\_\_\_\_  
Joshua D. Shapiro

Dated: February 9, 2026.

VERIFICATION

I, Lori M. Shapiro, am a named Plaintiff in the above-captioned action, and hereby verify that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that the statements made herein are made subject to the penalties of 18 Pa.C.S. §4904, relating to unsworn falsification to authorities.

  
Lori M. Shapiro (Feb 9, 2026 11:39:07 EST)

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Lori M. Shapiro

Dated: February 9, 2026.