

00-24-CD
MARTIN BELLELLA - vs - CYNTHIA CLOPHER J. HITCHINGS t/a/b/s

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION-LAW

⑨MARTIN BELELLA,
Plaintiff

vs.

⑨CHRISTOPHER J. HITCHINGS,
t/d/b/a HITCHINGS BUILDING
& REMODELING,
Defendant

No. 00-24-CD

Type of Pleading:

COMPLAINT

Filed on behalf of:
Plaintiff

Counsel of Record for
This Party:

Jeffrey S. DuBois, Esq.
Supreme Court No. 62074
Hanak, Guido and Taladay
498 Jeffers Street
P.O. Box 487
DuBois, PA 15801
814-371-7768

FILED

JAN 07 2000

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA
CIVIL ACTION-LAW

MARTIN BELELLA,
Plaintiff

vs.

No. _____

CHRISTOPHER J. HITCHINGS,
t/d/b/a HITCHINGS BUILDING
& REMODELING,
Defendant

NOTICE

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 defense or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed 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.

Court Administrator
Clearfield County Courthouse
Second & Market Streets
Clearfield, PA 16830
(814) 765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA
CIVIL ACTION-LAW

MARTIN BELELLA,
Plaintiff

vs.

No. 00-24-CJ

CHRISTOPHER J. HITCHINGS,
t/d/b/a HITCHINGS BUILDING
& REMODELING,
Defendant

COMPLAINT

AND NOW, comes the Plaintiff, MARTIN BELELLA, by and through his attorneys, HANAK, GUIDO AND TALADAY, who files this Complaint, and in support thereof avers the following:

1. Plaintiff, MARTIN BELELLA, is an adult individual residing at R.D. #1, Box 214, Rockton, Clearfield County, Pennsylvania, 15856.
2. Defendant, CHRISTOPHER J. HITCHINGS t/d/b/a HITCHINGS BUILDING & REMODELING is an adult individual who conducts a building and remodeling business as a sole proprietor from a business address of 239 Tunnel Avenue, DuBois, Pennsylvania, 15801.
3. On or about May of 1998, the Plaintiff and Defendant entered into an agreement whereby Defendant would perform all work connected with the construction and erection of a commercial building, hereinafter referred to as "Frito Lay Warehouse", on Plaintiff's property located off State Route 219 in DuBois, Clearfield County,

Pennsylvania. A copy of said contract is attached hereto and made a part hereof as Exhibit "A".

4. The contract price for the Frito Lay Warehouse was One Hundred Forty-six Thousand Six Hundred Thirty-three and 00/100 (\$146,633.00) Dollars.

5. The contract was to begin immediately and was to be completed on or about August 1, 1998.

6. The Plaintiff has fulfilled all the provisions of the agreement on his part to be performed.

7. Defendant began work on said building on or about May 20, 1998.

8. Included in Defendant's responsibilities, Defendant was to furnish and perform all labor in, and provide all necessary equipment and supervision in the excavating, pouring, and establishing of a five (5") inch concrete floor fifty (50') feet by two hundred (200') feet, with all appropriate mesh, steel reinforcement bars, control joints and anchor bolts.

9. While Plaintiff was on vacation, Defendant performed the work of pouring the concrete floor.

10. Defendant has performed the aforementioned work on the concrete floor in a poor, improper, and unworkmanlike manner, in that Defendant did not provide Plaintiff with a concrete floor which was five (5") inches thick, as numerous sections of the floor are less than five (5") inches thick.

11. Defendant breached the contract with Plaintiff, see Exhibit "A", in that Defendant failed to provide Plaintiff with a concrete floor which is five (5") inches thick.

12. The fact that the concrete slab is not five (5") inches thick is a material breach of the contract between Plaintiff and Defendant and one which adversely affects Plaintiff.

13. As a direct and proximate result of Defendant's breach, Plaintiff's concrete floor is substandard and much more susceptible to damage.

14. As a direct and proximate result of Defendant's breach, Plaintiff cannot use the Frito Lay Warehouse for all the purposes intended by Plaintiff.

15. Defendant has performed in a poor, improper and unworkmanlike manner in other aspects of construction of the warehouse in that only approximately one year after Defendant completed said warehouse, there is a crack in the exterior foundation which is the entire length of the building.

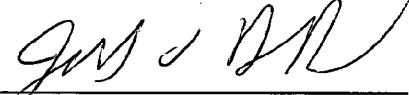
16. As a direct result of Defendant's poor, improper and unworkmanlike manner, the structure of Plaintiff's warehouse is substandard and in need of repair.

17. The reasonable cost of remedying the aforesaid breaches and unworkmanlike performance by Defendant is in excess of Forty-five Thousand and 00/100 (\$45,000.00) Dollars.

WHEREFORE, Plaintiff respectfully requests this Honorable Court to award judgment in its favor and against Defendant in as

amount in excess of Twenty-five Thousand and 00/100 (\$25,000.00) Dollars, plus costs of suit and any other relief this court deems just and proper.

Respectfully submitted,

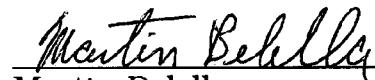


Jeffrey S. DuBois
Attorney for Defendant
Plaintiff

VERIFICATION

I, MARTIN BELELLA, verify that the statements in the foregoing Complaint are true and correct to the best of my knowledge, information and belief.

This statement and verification is made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn fabrication to authorities, which provides that if I make knowingly false averments, I may be subject to criminal penalties.



Martin Belella

Date: 11/22/99

HITCHINGS
BUILDING & REMODELING
complete commercial and residential service

CHRIS HITCHINGS
239 TUNNEL AV.
DUBOIS Pa. 15801

tel 814-375-0180
fax 814-375-0180

April 2 1988

Marty ~~Bill~~
Frito Lay Warehouse

Hitchings Building & Remodeling is pleased to present this proposal to supply our services as described below

Exterior work - construct a 12' x 50' office area as shown in attached diagram
walls 2 x 4 wood studs 16" O.C. 1/2" dry wall finished, one coat primer, one coat paint
3 1/2" kraft faced insulation all exterior walls and ceilings
one baseboards, and casings as needed stained, primed, and varnished
hollow core doors with privacy locks
approx. 8 recept. per office
one G.F.I. recept per rest room
wall switches wired to light fixtures wired offices
50' exterior wall to shop 7'16" O.S.B unfinished
second story
2 x 10 floor joists 16" O.C.
3/4 waferboard tongue and groove flooring
Heating A.C.
HVAC central unit with flue, ceiling diffusers. Unit placed on second floor

TOTAL PROPOSAL

INC.

EXHIBIT "A"

The building package consists of:

Primary / Secondary framing - All framing members to be manufactured from 50 KSI tensile strength steel. All framing members shall be pre-cut, pre-punched, and then cleaned to remove all dirt, grease, oil and loose mill scale. Cleaned members shall be given one shop coat of rust inhibiting primer.

Roof / Wall sheeting - Roof and walls to be nucor's commercial high rib, 26 gauge, galvanized steel sheeting from 80 KSI tensile strength steel. Panels to have a 10 year warranty against excessive chalking, cracking or loss of adhesion during the warranty period. Wall panels to be coated with a minimum thickness of 1 mil silicone polyester. Roof panels to be coated with a Galvalume finish.

Flashing / Trim - 26 gauge, std. architectural trim package shall be furnished at the gables, eaves, corners, framed openings, and wherever necessary to provide weather protection and a finished appearance.

Insulation - VIP-110 VR vinyl / fiberglass / kraft high density insulation for pre-engineered building. Insulation shall be provided for wall 4", and roof area 6"

Yankee Axle and Wheel Co. Inc.
1000 Main Street
Pawtucket, RI 02860

Grading / Sitework Removal of old buildings. 36" drainage pipe from road to tracks.
Excavate and grade in parking area. Fill and compact grade to 28" above parking area

Foundation / Slab - Furnish all necessary labor, equipment, and supervision...

-Excavation of foundation

-Footings, piers, frost walls, steel reinforcement bar

-5" thick slab 50 x 200' with mesh

-3500 P.E.I. concrete

~~Foundation design - If it is required by city building inspectors to have a engineer design and certify the foundation, this cost of engineering will be paid for by the owner.~~

-control joints as need

-Anchor bolts per plans provided by Nucor

Erection - Hitchings Building & Remodeling proposes to furnish all necessary labor, equipment, and supervision... to erect a 10,000 SF building on above foundation. Complete building will include all primary members, secondary members, insulation, sheeting, trim and extra accessories as described above.

Overhead Doors - (8) 4' x 8' garage doors (2) 8' x 12' garage door

Interior Finish - See attached

Electric - 100amp service, incandescent lighting warehouse, security lighting

H.V.A.C. - two GUK 160 gas unit heaters

Permits / Fees - Permits and fees required by local and state governments shall be the responsibility of the owner

TOTAL	\$ 148,633.00
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Accepted by

Martin Belella

Date

5-18-98

CJ HGP

5-18-98

Hitchings Building & Remodeling

CGH *MB* work to be completed Aug 1 1998

May 21, 2001 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

[Signature]
Deputy Prothonotary

Deputy Prothonotary
Reinstated/Reissued to Sheriff/Attorney
for service.
Document

REC'D JAN 07 2000
01/11:55
William A. Shaw
Prothonotary
Two (2) Cents Atty
#80 -
Ran

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION-LAW

MARTIN BELELLA,
Plaintiff

vs.

CHRISTOPHER J. HITCHINGS,
t/d/b/a HITCHINGS BUILDING
& REMODELING,
Defendant

No. 00-24-CD

Type of Pleading:

**PRAECIPE TO
REINSTATE COMPLAINT**

Filed on behalf of:
Plaintiff

Counsel of Record for
This Party:

Jeffrey S. DuBois, Esq.
Supreme Court No. 62074
Hanak, Guido and Taladay
498 Jeffers Street
P.O. Box 487
DuBois, PA 15801
814-371-7768

FILED

MAY 21 2001

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA
CIVIL ACTION-LAW

MARTIN BELELLA,
Plaintiff

VS.

No. 00-24-CD

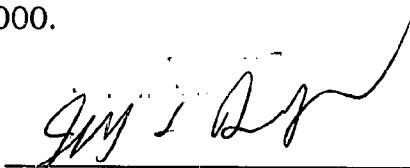
CHRISTOPHER J. HITCHINGS,
t/d/b/a HITCHINGS BUILDING
& REMODELING,

Defendant

PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY:

Please reinstate the Complaint filed in the above captioned
matter originally filed January 7, 2000.



Jeffrey S. DuBois
Attorney for Plaintiff

MAY 21, 2001 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

Weller
Deputy Prothonotary

FILED

MAY 21 2001
0/12:55/ams *ED*
William A. Shaw PP.
Prothonotary
7.-

- 2 Chancery to Attorney
1
2 REINSTATED (Complaint)
TO ATTY

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11026

BELELLA, MARTIN

00-24-CD

VS.

HITCHINGS, CHRISTOPHER J. t/d/b/a HITCHINGS BUILDING & REMODELI

COMPLAINT

SHERIFF RETURNS

**NOW MAY 25, 2001 AT 11:05 AM DST SERVED THE WITHIN COMPLAINT ON
CHRISTOPHER J. HITCHINGS, T/D/B/A HITCHINGS BUILDING & REMODELING,
DEFENDANT AT RESIDENCE/EMPLOYMENT, 239 TUNNEL AVE., DUBOIS,
CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO LAURA HITCHINGS, WIFE
A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN
TO HER THE CONTENTS THEREOF.**

SERVED BY: NEVLING/MCCLEARY

Return Costs

Cost	Description
28.22	SHFF. HAWKINS PAID BY: ATTY.
10.00	SURCHARGE PAID BY: ATTY.

FILED

JUN 05 2001
010:24am
William A. Shaw
Prothonotary *[Signature]*

Sworn to Before Me This

5th Day Of June 2001
William A. Shaw

So Answers,

Chester A. Hawkins
Chester A. Hawkins
Sheriff

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2002
Clearfield Co. Clearfield, PA.

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

MARTIN BELELLA,
Plaintiff

VS.

CHRISTOPHER J. HITCHINGS, t/d/b/a
HITCHINGS BUILDING & REMODELING,
Defendant

JASON WHITAKER and LARRY WHITAKER
T/d/b/a WHITAKER CONCRETE,
Additional Defendant

PAUL CAIN t/d/b/a BIG OAK FARM
EXCAVATION,
Additional Defendant

DuBROOK, INC.
Additional Defendant

: No. 00-24-CD
:
: TYPE OF CASE: Civil Action
:
: TYPE OF PLEADING:
: Complaint to Join Addl Defendant
:
: FILED ON BEHALF OF:
: Original Defendant
:
: COUNSEL OF RECORD FOR
: THIS PARTY:
:
: CHRISTOPHER J. SHAW
: Pa. Sup. Ct. I.D. #46836
:
: 41 East Main Street
: Sykesville, PA 15865
:
: (814) 894-2497

FILED

JUN 25 2001

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

MARTIN BELELLA,
Plaintiff

VS.

No. 00-24-CD

CHRISTOPHER J. HITCHINGS, t/d/b/a
HITCHINGS BUILDING & REMODELING,
Defendant

JASON WHITAKER and LARRY WHITAKER
T/d/b/a WHITAKER CONCRETE,
Additional Defendant

PAUL CAIN t/d/b/a BIG OAK FARM
EXCAVATION,
Additional Defendant

DuBROOK, INC.
Additional Defendant

NOTICE TO DEFEND

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 OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

**COURT ADMINISTRATOR
Clearfield County Courthouse
Second & Market Streets
Clearfield, PA 16830
TELEPHONE: (814) 765-2641 Ext. 50-51**

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

MARTIN BELELLA,
Plaintiff

VS.

: No. 00-24-CD

CHRISTOPHER J. HITCHINGS, t/d/b/a
HITCHINGS BUILDING & REMODELING,
Defendant

JASON WHITAKER and LARRY WHITAKER
T/d/b/a WHITAKER CONCRETE,
Additional Defendant

PAUL CAIN t/d/b/a BIG OAK FARM
EXCAVATION,
Additional Defendant

DuBROOK, INC.
Additional Defendant

COMPLAINT TO JOIN ADDITIONAL DEFENDANTS

AND NOW, comes the original Defendant, CHRISTOPHER J. HITCHINGS, t/d/b/a HITCHINGS BUILDING & REMODELING, Original Defendant, and files the within Complaint to Join Additional Defendants, JASON WHITAKER and LARRY WHITAKER, t/d/b/a WHITAKER CONCRETE; PAUL CAIN t/d/b/a BIG OAK FARM EXCAVATION, and DuBROOK, INC., and in support thereof avers as follows:

1. Original Defendant, CHRISTOPHER J. HITCHINGS, t/d/b/a HITCHINGS BUILDING & REMODELING is an adult individual *sui juris* who at all times relevant

hereto was conducting business from an address of 239 Tunnel Avenue, DuBois, Clearfield County, Pennsylvania.

2. Original Defendant, CHRISTOPHER J. HITCHINGS, t/d/b/a HITCHINGS BUILDING & REMODELING entered into a contract on May 18, 1998 to build a 50 x 200 foot steel building known as the "Frito Lay Warehouse" a copy of which appears as Exhibit "A" to the Plaintiff's Complaint, a copy of which is attached hereto.

3. In order to complete its obligations under the contract, Original Defendant, CHRISTOPHER J. HITCHINGS, t/d/b/a HITCHINGS BUILDING & REMODELING entered into various verbal agreements with various subcontractors to perform certain work on this structure.

4. Specifically, Original Defendant, verbally contracted with Additional Defendant, JASON WHITAKER and LARRY WHITAKER, t/d/b/a CONCRETE COWBOYS of Treasure Lake, DuBois, Pennsylvania, to form and pour the 50 x 200 concrete slab floor.

5. Specifically, Original Defendant, verbally contracted with Additional Defendant, PAUL CAIN, t/d/b/a BIG OAK FARM EXCAVATION of R.R. #1, Grampian, Pennsylvania, to do the fill, compaction, grading and other required excavation prior to pouring the concrete slab floor.

6. Specifically, Original Defendant, verbally contracted with Additional Defendant, DuBROOK, INC. of DuBois, Pennsylvania, to provide the concrete in pouring the 50 x 200 concrete slab floor.

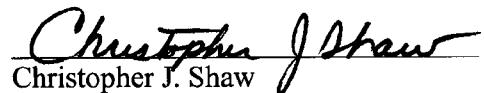
7. By the Original Complaint, a copy of which is attached hereto, Plaintiff alleges that the floor is not the required 5 inches thick and that the external foundation has cracked.

8. Although Original Defendant denies that these problems exist or indicate that work was performed in an unworkmanlike manner, to the extent that the floor is not five inches thick, this deficiency was caused by subcontractor JASON WHITAKER and LARRY WHITAKER, t/d/b/a WHITAKER CONCRETE who formed and poured the concrete, and/or by Additional Defendant DuBROOK, INC. whose drivers may have ran over forms placed by Additional Defendant WHITAKER CONCRETE causing them to sink into the ground resulting in less than five inches of poured concrete.

9. To the extent that there is a crack in the foundation caused by the unworkmanlike performance of contractual duties, such a crack is the result of insufficient fill and/or compaction work performed on the site by Additional Defendant PAUL CAIN t/d/b/a BIG OAK FARM EXCAVATION.

10. Although Original Defendant specifically denies the allegation of breach of contract alleged by the Plaintiff, to the extent that there was any such breach by work being performed in an unworkmanlike manner, the alleged problems were due to the work of Additional Defendants WHITAKER CONCRETE, DuBROOK, INC. and BIG OAK FARM EXCAVATING done as subcontractors of Original Defendant CHRISTOPHER J. HITCHINGS t/d/b/a HITCHINGS BUILDING & REMODELING and therefore, these entities are hereby added in as Additional Defendants as having caused any harm to the Plaintiff in the erection of this building.

WHEREFORE, to the extent that Plaintiff can prove that any breach of the construction contract may have occurred, such a breach and resultant damage to the Plaintiff was caused by the unworkmanlike performance of Additional Defendants, WHITAKER CONCRETE, DuBROOK, INC. and/or BIG OAK FARM EXCAVATION, and therefore Original Defendant would respectfully demand judgment against these entities in an amount equal to any damage proven by Plaintiff in this action.


Christopher J. Shaw
Attorney for Original Defendant

VERIFICATION

I, Christopher J. Hitchings, state that I am the Defendant named in this Complaint. I have read the foregoing Complaint to Join Additional Defendants and affirm that the statements therein are true and correct to the best of my knowledge, information and belief.

This statement and verification is made subject to the penalties of 18 Pa. C.S.A. Section 4904 relating to unsworn falsification to authorities, which provides that if I make knowingly false statements, I may be subject to criminal penalties.


Christopher J. Hitchings

Dated: 6 - 25 - 01

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION-LAW

MARTIN BELELLA,
Plaintiff

vs.

**CHRISTOPHER J. HITCHINGS,
t/d/b/a HITCHINGS BUILDING
& REMODELING,**
Defendant

No. 00-24-CB

Type of Pleading:

COMPLAINT

Filed on behalf of:
Plaintiff

Counsel of Record for
This Party:

Jeffrey S. DuBois, Esq.
Supreme Court No. 62074
Hanak, Guido and Taladay
498 Jeffers Street
P.O. Box 487
DuBois, PA 15801
814-371-7768

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

JAN 07 2000

Attest:

William J. Brown
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA
CIVIL ACTION-LAW

MARTIN BELELLA,
Plaintiff

vs.

No. 00-24-C0

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MARTIN BELELLA,
Plaintiff

vs.

No. _____

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t/d/b/a HITCHINGS BUILDING
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COMPLAINT

AND NOW, comes the Plaintiff, MARTIN BELELLA, by and through his attorneys, HANAK, GUIDO AND TALADAY, who files this Complaint, and in support thereof avers the following:

1. Plaintiff, MARTIN BELELLA, is an adult individual residing at R.D. #1, Box 214, Rockton, Clearfield County, Pennsylvania, 15856.
2. Defendant, CHRISTOPHER J. HITCHINGS t/d/b/a HITCHINGS BUILDING & REMODELING is an adult individual who conducts a building and remodeling business as a sole proprietor from a business address of 239 Tunnel Avenue, DuBois, Pennsylvania, 15801.
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WHEREFORE, Plaintiff respectfully requests this Honorable Court to award judgment in its favor and against Defendant in as

amount in excess of Twenty-five Thousand and 00/100 (\$25,000.00) Dollars, plus costs of suit and any other relief this court deems just and proper.

Respectfully submitted,



Jeffrey S. DuBois
Attorney for Defendant

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Martin Belella

Date: 11/22/99

HITCHINGS
BUILDING & REMODELING
complete commercial and residential service

CHRIS HITCHINGS
239 TUNNEL AVI
DUBOIS Pa. 15801

tel 814-375-0180
fax 814-375-0180

April 2 1988

Marty ~~Weller~~
Frito Lay Warehouse

Hitchings Building & Remodeling is pleased to present this proposal to supply our services as described below

Exterior work - construct a 12' x 50' office area as shown in attached diagram
walls 2 x 4 wood studs 16" O.C. 1/2" dry wall finished. one coat primer,
one coat paint
3 1/2" kraft-faced insulation all exterior walls and ceilings
one 1/2" sheetrock, and casings as needed stained, primed, and varnished
hollow core doors with privacy locks
approx. 8 recept. per office
- one G.F.CI recept per rest room
wall switches wired to light fixtures wired offices
50' exterior wall to shop 7x16" O.S.B unfinished
second story
- 2 x 10 floor joists 16" O.C.
3/4 waferboard tongue and groove flooring
Heating A.C.
4 V A.C. central unit with flue, ceiling diffusers. Unit placed on second floor

TOTAL PROPOSAL

INC.

EXHIBIT "A"

The building package consists of:

Primary / Secondary framing - All framing members to be manufactured from 50 KSI tensile strength steel. All framing members shall be pre-cut, pre-punched, and then cleaned to remove all dirt, grease, oil and loose mill scale. Cleaned members shall be given one shop coat of rust inhibiting primer.

Roof / Wall sheeting - Roof and walls to be nucor's commercial high rib, 26 gauge, galvanized steel sheeting from 80 KSI tensile strength steel. Panels to have a 10 year warranty against excessive chalking, cracking or loss of adhesion during the warranty period. Wall panels to be coated with a minimum thickness of 1 mil silicone polyester. Roof panels to be coated with a Galvalume finish.

Flashing / Trim - 26 gauge, std. architectural trim package shall be furnished at the gal. eaves, corners, framed openings, and wherever necessary to provide weather protection and a finished appearance.

Insulation - VIP-110 VR vinyl / fiberglass / kraft high density insulation for pre-enclosed building. Insulation shall be provided for wall 4", and roof area 6"

Grading / Sitework Removal of old buildings. 36" drainage pipe from road to tracks.
Excavate 8' deep in parking area. Fill and compact grade to 28" above parking area

Foundation / Slab - Furnish all necessary labor, equipment, and supervision...

- Excavation of foundation
- Footings, piers, frost walls, steel reinforcement bar
- 5" thick slab 50 x 200' with mesh
- 3500 P.S.I. concrete
- Foundation design - If it is required by city building inspectors to have an engineer design and certify the foundation, this cost of engineering will be paid for by the owner.
- control joints as need
- anchor bolts per plans provided by Nucor

Erection - Hitchings Building & Remodeling proposes to furnish all necessary labor, equipment and supervision... to erect a 10,000 SF building on above foundation. Complete erection will include all primary members, secondary members, insulation, sheeting, trim and extra accessories as described above.

Overhead Doors - (8) 4' x 8' garage doors (2) 8' x 12' garage door

Interior Finish - See attached

Electric - 100amp service, incandescent lighting warehouse, security lighting

H.V.A.C - two GUK 180 gas unit heaters

Permits / Fees - Permits and fees required by local and state governments shall be the responsibility of the owner

TOTAL \$ 148,633.00

accepted by

date

Martin Belilla

5-18-98

CJ H

5-18-98

Hitchings Building & Remodeling

MB
work to be completed Aug 1 1998

FILED

JUN 25 2001

0/1150 (my)

William A. Shaw
Prothonotary

5 court to Attn:

CKB

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

MARTIN BELELLA,
Plaintiff

VS.

CHRISTOPHER J. HITCHINGS, t/d/b/a
HITCHINGS BUILDING & REMODELING,
Defendant

JASON WHITAKER and LARRY WHITAKER
T/d/b/a WHITAKER CONCRETE,
Additional Defendant

PAUL CAIN t/d/b/a BIG OAK FARM
EXCAVATION,
Additional Defendant

DuBROOK, INC.
Additional Defendant

: No. 00-24-CD
:
: TYPE OF CASE: Civil Action
:
: TYPE OF PLEADING: Answer
:
:
: FILED ON BEHALF OF:
: Original Defendant
:
: COUNSEL OF RECORD FOR
: THIS PARTY:
:
: CHRISTOPHER J. SHAW
: Pa. Sup. Ct. I.D. #46836
:
: 41 East Main Street
: Sykesville, PA 15865
:
: (814) 894-2497

FILED

JUN 25 2001

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

MARTIN BELELLA,
Plaintiff

:
:
:
:

VS.

: No. 00-24-CD

CHRISTOPHER J. HITCHINGS, t/d/b/a
HITCHINGS BUILDING & REMODELING,
Defendant

:
:
:
:

ANSWER

AND NOW, comes the Defendant, CHRISTOPHER J. HITCHINGS, t/d/b/a HITCHINGS BUILDING & REMODELING, by and through Counsel, Christopher J. Shaw, Esquire, and files the following Answer to Plaintiff's Complaint, and in support thereof avers as follows:

1. Admitted.

2. Admitted in part, denied in part. It is admitted that at all times relevant hereto, Defendant, Christopher J. Hitchings, was engaged in a business known as Hitchings Building & Remodeling from 239 Tunnel Avenue, DuBois, Pennsylvania. It is denied however that Defendant conducts such a business as he is no longer engaged in the contracting business.

3. Admitted.

4. Admitted.

5. Admitted.

6. Admitted

7. Admitted.

8. Admitted.

9. Denied. Despite reasonable investigation, Defendant is neither able to admit nor deny the allegation that the concrete was poured while Plaintiff was on vacation. Therefore, the same is denied and strict proof is demanded. It is further denied that Defendant poured the concrete, as such work was performed under separate contracts with various subcontractors and suppliers, Defendant himself not having performed this work.

10. Denied. To the contrary, all work performed by Defendant under the terms of the contract including the work of various subcontractors was performed in a workmanlike manner. It is also specifically denied that portions of the floor are not five inches thick, as all such sections of the floor are at least five inches thick if not more.

11. Denied. To the contrary, Defendant performed the work required by the contract and provided Plaintiff with a concrete floor that is five inches thick.

12. The allegations contained in paragraph 12 of the Plaintiff's Complaint are conclusions of law to which no responsive pleading is necessary. Therefore, the same are denied and strict proof thereof is demanded at trial.

13. The allegations contained in paragraph 13 of the Plaintiff's Complaint are conclusions of law to which no responsive pleading is necessary. Therefore, the same are denied and strict proof thereof is demanded at trial

14. Denied. To the extent that the allegations of paragraph 14 of the Plaintiff's Complaint allege that Defendant breached the contract, such allegations are conclusions of law to which no responsive pleading is necessary. The same are denied and strict

proof thereof is demanded at trial. To the extent that Plaintiff cannot use the building as he intended, such allegations are impertinent and scandalous and the same are denied and should be stricken as the intended use of the building by the Plaintiff is irrelevant to a breach of contract action.

15. Denied. To the contrary, Defendant performed all work required by the contract in a good and workmanlike manner. To the extent that there exists any crack in the exterior foundation, the existence of which is denied, such a fact in and of itself does not prove that the work performed by the Defendant was not done in a good and workmanlike manner, and to the extent that the allegations of paragraph 15 so assert, this is a conclusion of law to which no response is necessary. As such the same are denied and strict proof thereof is demanded at trial.

16. The allegations contained in paragraph 16 of the Plaintiff's Complaint are conclusions of law to which no responsive pleading is necessary. Therefore, the same are denied and strict proof thereof is demanded at trial.

17. The allegations contained in paragraph 17 of the Plaintiff's Complaint are conclusions of law to which no responsive pleading is necessary. Therefore, the same are denied and strict proof thereof is demanded at trial. By way of further allegation, damages in a contract action must be pleaded with particularity. By the very pleading that damages are in excess of Forty-Five Thousand Dollars, these damages are not pleaded with sufficient particularity to demand any further responsive pleading, and the same should be stricken from the Complaint.

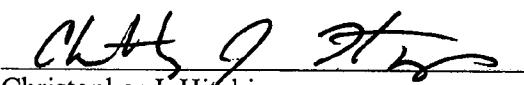
WHEREFORE, Defendant demands judgment against the Plaintiff as Plaintiff has no claim against Defendant as all obligations of the Defendant were completed in accordance with the contract in a good and workmanlike manner.


Christopher J. Shaw
Attorney for Defendant

VERIFICATION

I, Christopher J. Hitchings, state that I am the Defendant named in this Complaint. I have read the foregoing Answer and affirm that the statements therein are true and correct to the best of my knowledge, information and belief.

This statement and verification is made subject to the penalties of 18 Pa. C.S.A. Section 4904 relating to unsworn falsification to authorities, which provides that if I make knowingly false statements, I may be subject to criminal penalties.


Christopher J. Hitchings

Dated: 6-25-01

SEARCHED

INDEXED

FILED

JUN 25 2001

0115pm
William A. Shaw
Prothonotary

5 CENT TO FILE

ES

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11158

BELELA, MARTIN

00-24-CD

VS.

HITCHINGS, CHRISTOPHER J. t/d/b/a

COMPLAINT TO JOIN ADDITIONAL & ANSWER

SHERIFF RETURNS

NOW JUNE 27, 2001 AT 1:35 PM DST SERVED THE WITHIN COMPLAINT TO JOIN ADDITIONAL DEFENDANT & ANSWER ON LARRY WHITAKER T/D/B/A WHITAKER CONCRETE, DEFENDANT AT RESIDENCE/EMPLOYMENT, 1396 TREASURE LAKE, RUM POINT CT., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO KERRI WHITAKER, SECRETARY, A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT TO JOIN ADDITIONAL DEFENDANT & ANSWER AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: COUDRIET

NOW JUNE 27, 2001 AT 1:35 PM DST SERVED THE WITHIN COMPLAINT TO JOIN ADDITIONAL DEFENDANT & ANSWER ON JASON WHITAKER T/D/B/A WHITAKER CONCRETE, DEFENDANT AT RESIDENCE/EMPLOYMENT, 1396 TREASURE LAKE, RUM POINT CT., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO KERRI WHITAKER, SECRETARY, A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT TO JOIN ADDITIONAL DEFENDANT & ANSWER AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: COUDRIET

NOW JUNE 27, 2001 AT 2:05 PM DST SERVED THE WITHIN COMPLAINT TO JOIN ADDITIONAL DEFENDANT & ANSWER ON DUBROOK, INC., DEFENDANT AT EMPLOYMENT, PARKWAY DRIVE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MATT MANNING, PLANT MANAGER, A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT TO JOIN ADDITIONAL DEFENDANT & ANSWER AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: COUDRIET

NOW JULY 6, 2001 AT 11:15 PM DST SERVED THE WITHIN COMPLAINT TO JOIN ADDITIONAL DEFENDANT & ANSWER ON PAUL CAIN T/D/B/A BIG OAK FARM EXCAVATION, DEFENDANT AT RESIDENCE, RR 1, BOX 357, GRAMPIAN, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO CHERYL CAIN, WIFE-SEC., A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT TO JOIN ADDITIONAL DEFENDANT & ANSWER AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: COUDRIET

FILED, 1
07/13/01
JUL 13 2001
William A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11158

BELELA, MARTIN

00-24-CD

VS.

HITCHINGS, CHRISTOPHER J. t/d/b/a

COMPLAINT TO JOIN ADDITIONAL & ANSWER

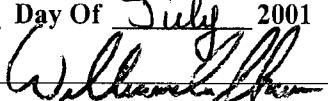
SHERIFF RETURNS

Return Costs

Cost	Description
58.57	SHFF. HAWKINS PAID BY: ATTY.
40.00	SURCHARGE PAID BY: ATTY.

Sworn to Before Me This

13th Day Of July 2001



WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2002
Clearfield Co. Clearfield, PA.

So Answers,


by Marklyn Harris
Chester A. Hawkins
Sheriff

THE HOPKINS LAW FIRM

900 Beaver Drive, DuBois, Pennsylvania 15801
VORF: (814) 375-0300 FAX: (814) 375-5035

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

MARTIN BELELLA,
Plaintiff

vs.

No. 00-24 C.D.

CHRISTOPHER J. HITCHINGS
t/d/b/a HITCHINGS BUILDING &
REMODELING,
Defendant

vs.

Type of Pleading: Answer to
Complaint to Join Additional
Defendants

JASON WHITAKER and
LARRY WHITAKER t/d/b/a WHITAKER
CONCRETE,
Defendant

vs.

Filed on behalf of DuBrook, Inc.
Additional Defendant

PAUL CAIN t/d/b/a BIG OAK FARM
EXCAVATION,
Defendant

vs.

DuBROOK, INC.
Additional Defendant

Counsel of Record for this party:

DAVID J. HOPKINS, ESQUIRE
Attorney at Law
Supreme Court No. 42519

900 Beaver Drive
DuBois, Pennsylvania 15801

(814) 375-0300

FILED

JUL 24 2001

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

MARTIN BELELLA,
Plaintiff

vs.

No. 00-24 C.D.

CHRISTOPHER J. HITCHINGS
t/d/b/a HITCHINGS BUILDING &
REMODELING,
Defendant

vs.

JASON WHITAKER and
LARRY WHITAKER t/d/b/a WHITAKER
CONCRETE,
Defendant

vs.

PAUL CAIN t/d/b/a BIG OAK FARM
EXCAVATION,
Defendant

vs.

DUBROOK, INC.
Additional Defendant

ANSWER TO COMPLAINT TO JOIN ADDITIONAL DEFENDANTS

AND NOW, comes Plaintiff, DuBrook, Inc., by and through its attorneys, The Hopkins Law Firm, and answers the Complaint to Join Additional Defendants filed by Christopher J. Hitchings t/d/b/a Hitchings Building & Remodeling as follows:

1. Admitted.
2. Neither admitted nor denied. DuBrook, Inc., after reasonable investigation,

is unable to admit or deny the allegations set forth in paragraph 2 and strict proof is

demanded at trial.

3. Neither admitted nor denied. DuBrook, Inc., after reasonable investigation, is unable to admit or deny the allegations set forth in paragraph 3 and strict proof is demanded at trial.

4. Neither admitted nor denied. DuBrook, Inc., after reasonable investigation, is unable to admit or deny the allegations set forth in paragraph 4 and strict proof is demanded at trial.

5. Neither admitted nor denied. DuBrook, Inc., after reasonable investigation, is unable to admit or deny the allegations set forth in paragraph 5 and strict proof is demanded at trial.

6. Admitted in part and denied in part. DuBrook, Inc. admits that it provided concrete to the "Frito Lay Warehouse". To the best knowledge, information and belief of answering Defendant, said concrete was ordered by Jason Whitaker and/or Larry Whitaker.

7. Admitted.

8. Denied as it applies to DuBrook, Inc. DuBrook, Inc. did not run over any forms while it delivered concrete to the "Frito Lay Warehouse". By way of further answer, the Frito Lay Warehouse was a raised concrete pour and it was impossible for DuBrook, Inc. to run over forms.

9. Neither admitted or denied. DuBrook, Inc., after reasonable investigation, is unable to admit or deny the allegations set forth in paragraph 9 and strict proof is demanded at trial.

10. Denied as it applies to DuBrook, Inc. DuBrook, Inc. did nothing that can

be classified as unworkmanlike.

WHEREFORE, Additional Defendant, DuBrook, Inc., demands judgment dismissing original Defendant, Christopher J. Hitchings t/d/b/a Hitchings Building & Remodeling Third Party Complaint with prejudice together with cost of suit and sanctions for the filing of a frivolous lawsuit against Additional Defendant DuBrook, Inc.

CROSSCLAIM

11. Additional Defendant, DuBrook, Inc. incorporates by reference the answers and responses contained in paragraphs 1 through 10 as if set forth at length herein.

12. Additional Defendant, DuBrook, Inc. asserts this Crossclaim against Jason Whitaker and/or Larry Whitaker t/d/b/a/ Concrete Cowboys or Whitaker Concrete and/or Paul Cain t/d/b/a Big Oak Farm Excavation.

13. If Plaintiff establishes that he suffered damages as alleged in his Third Party Complaint, which allegations DuBrook denies, said damages were caused solely by the negligence, recklessness and carelessness of Additional Defendants, Jason Whitaker and Larry Whitaker t/d/b/a Whitaker Concrete or Concrete Cowboys, and/or Paul Cain t/d/b/a Big Oak Farm Excavation.

14. As a result of the aforesaid actions and/or omissions, Additional Defendants, Jason Whitaker and Larry Whitaker t/d/b/a Whitaker Concrete and/or Paul Cain t/d/b/a Big Oak Farm Excavation, are solely liable to Plaintiff or Original Defendant for any alleged injuries and damages they may have suffered.

15. If, as a result of the matter alleged in Plaintiffs' Complaint, Additional Defendant DuBrook, Inc. is held liable to Plaintiff for all or part of such damages as he

may have sustained, Additional Defendants Jason Whitaker and Larry Whitaker t/d/b/a Whitaker Concrete or Concrete Cowboys and/or Paul Cain t/d/b/a Big Oak Farm Excavation are the parties primarily liable for such injuries and damages, and is liable over to Additional Defendant DuBrook, Inc. by way of contribution and/or indemnification, for all such damages as may be required to pay to Plaintiff or Original Defendant.

16. In the alternative, if, as a result of the matters alleged in Plaintiff's Complaint, Additional Defendant, DuBrook, Inc., is held liable to the Plaintiff for all or part of such injuries or damages as the Plaintiff may have sustained, Additional Defendants Jason Whitaker and Larry Whitaker t/d/b/a Whitaker Concrete and Paul Cain t/d/b/a Big Oak Farm Excavation are jointly and/or severally liable to Plaintiff based upon the foregoing allegations for such injuries and damages and liable over due to Plaintiff by way of contribution for all such damages Additional Defendant DuBrook, Inc. may be required to pay to Plaintiffs or Original Defendant.

WHEREFORE, Additional Defendant DuBrook, Inc. demands:

- (a) Judgment in Additional Defendant DuBrook, Inc.'s favor, together with costs;
- (b) Judgment that, if there is any liability to Plaintiff or Original Defendant, Additional Defendants Jason Whitaker and Larry Whitaker t/d/b/a Whitaker Concrete or Concrete Cowboys and Paul Cain t/d/b/a Big Oak Farm Excavation are solely liable to Plaintiff; and
- (c) In the event that a verdict is recovered by Plaintiff or Original Defendant against Additional Defendant DuBrook, Inc., DuBrook, Inc. may have judgment over and

against Additional Defendants Jason Whitaker and Larry Whitaker t/d/b/a Whitaker Concrete or Concrete Cowboys and Paul Cain t/d/b/a Big Oak Farm Excavation, by way of indemnification and/or contribution to the amount recovered by Plaintiff or Original Defendant together with costs.

NEW MATTER

17. Additional Defendant, DuBrook, Inc. incorporates by reference the answers and responses contained in paragraphs 1 through 16 as if set forth at length herein.

18. All concrete supplied by DuBrook met the specifications as requested by Whitaker Concrete and/or Christopher J. Hitchings.

19. Original Defendant's Third Party Complaint should be dismissed in that it fails to set forth a cause of action.

20. Original Defendant's Third Party Complaint should be dismissed for failing to comply with the statutes of limitations.

21. Original Defendant's Third Party Complaint should be dismissed for original Defendant's failure to supervise the project.

22. Original Defendant's Third Party Complaint should be dismissed for failing to fix or correct any forms with which DuBrook may have ran over.

23. Original Defendant's Third Party Complaint should be dismissed for failure to maintain a safe and orderly job site.

24. Original Defendant's Third Party Complaint against DuBrook is barred by the negligent actions of Jason Whitaker and Larry Whitaker t/d/b/a Whitaker Concrete and/ or Concrete Cowboys and Big Oak Farms Excavation.

25. Original Defendant's Third Party Complaint should be dismissed in that there is no privity of contract between Original Defendant and DuBrook.

Respectfully submitted,



David J. Hopkins, Esquire

VERIFICATION

I hereby verify that the statements made in this pleading are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. Section 4904, relating to Unsworn Falsification to Authorities.

DuBrook, Inc.

By: Mark P. Ma 

Dated: 7/23/01

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

MARTIN BELELLA, Plaintiff	:	
vs.	:	No. 00-24 C.D.
CHRISTOPHER J. HITCHINGS t/d/b/a HITCHINGS BUILDING & REMODELING, Defendant	:	
vs.	:	
JASON WHITAKER and LARRY WHITAKER t/d/b/a WHITAKER CONCRETE, Defendant	:	
vs.	:	
PAUL CAIN t/d/b/a BIG OAK FARM EXCAVATION, Defendant	:	
vs.	:	
DUBROOK, INC., Additional Defendant	:	

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of Answer to the
Complaint to Join Additional Defendants, Crossclaim Pursuant to Rule 2252(d) and New
Matter, filed on behalf of Plaintiff, DuBrook, Inc. was forwarded on the 24th day

of July, 2001, by U.S. Mail, postage prepaid, to all counsel of record, addressed as follows:

Christopher J. Shaw, Esquire
41 East Main Street
Sykesville, PA 15865

Jeffrey S. DuBois, Esquire
Hanak, Guido and Taladay
498 Jeffers Street
P.O. Box 487
DuBois, PA 15801

Larry Whitaker
Jason Whitaker
t/d/b/a Whitaker Concrete
t/d/b/a Concrete Cowboys
Treasure Lake
DuBois, PA 15801

Paul Cain
t/d/b/a Big Oak Farm Excavation
R.R. #1
Grampian, PA 16838



David J. Hopkins, Esquire
Attorney for Additional Defendant
Supreme Court No. 42519

FILED

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O 10-4611-
William A. Shaw
Prothonotary
F. Hopkins

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

MARTIN BELELLA,
Plaintiff

No. 00 - 24 - C.D.

v.

CHRISTOPHER J. HITCHINGS,
t/d/b/a HITCHINGS BUILDING &
REMODELING,
Defendant

Type of Case: CIVIL

Type of Pleading: **ANSWER**
TO COMPLAINT TO JOIN
ADDITIONAL DEFENDANTS /
NEW MATTER AND CROSS CLAIM

v.

JASON WHITAKER and LARRY
WHITAKER, t/d/b/a WHITAKER
CONCRETE,
Additional Defendant

Filed on Behalf of: Jason
Whitaker and Larry Whitaker,
t/d/b/a Whitaker Concrete,
Additional Defendant

PAUL CAIN, t/d/b/a BIG OAK FARM
EXCAVATION,
Additional Defendant

Counsel of Record for This Party:
ROSS F. FERRARO, ESQUIRE
Supreme Court No. 79218

DuBROOK, INC.
Additional Defendant

FERRARO & YOUNG
690 Main Street
Brockway, PA 15824
(814) 268-2202

FILED

AUG 01 2001

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

MARTIN BELELLA,
Plaintiff

v.

No. 00-24-C.D.

**CHRISTOPHER J. HITCHINGS,
t/d/b/a HITCHINGS BUILDING &
REMODELING,**
Defendant

v.

**JASON WHITAKER and LARRY
WHITAKER, t/d/b/a WHITAKER
CONCRETE,**
Additional Defendant

**PAUL CAIN, t/d/b/a BIG OAK FARM
EXCAVATION,**
Additional Defendant

DuBROOK, INC.
Additional Defendant

NOTICE TO DEFEND

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 Answer, New Matter and Cross Claim 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 Cross Claim or for any other claim or relief requested by the Additional Defendants/Cross Claimant. 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:**

**COURT ADMINISTRATOR
Clearfield County Courthouse
Second & Market Streets
Clearfield, PA 16830
Telephone: (814) 765-2641 Ext. 50-51**

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

MARTIN BELELLA,
Plaintiff

v.

No. 00-24-C.D.

**CHRISTOPHER J. HITCHINGS,
t/d/b/a HITCHINGS BUILDING &
REMODELING,**
Defendant

v.

**JASON WHITAKER and LARRY
WHITAKER, t/d/b/a WHITAKER
CONCRETE,**
Additional Defendant

**PAUL CAIN, t/d/b/a BIG OAK FARM
EXCAVATION,**
Additional Defendant

DuBROOK, INC.
Additional Defendant

ANSWER TO COMPLAINT TO JOIN ADDITIONAL DEFENDANTS / AND
ADDITIONAL DEFENDANT WHITAKERS' NEW MATTER AND CROSS CLAIM

AND NOW, comes the Additional Defendants, **JASON WHITAKER and
LARRY WHITAKER, t/d/b/a WHITAKER CONCRETE**, (hereinafter
"WHITAKER"), and files the within Answer to the Complaint to Join Additional
Defendants, as well as their New Matter and Cross Claim, and in support thereof
avers as follows:

ANSWER TO COMPLAINT TO JOIN ADDITIONAL DEFENDANTS

1. Admitted.
2. Neither Admitted nor Denied as Additional Defendant **WHITAKER** is without sufficient knowledge or information to form a belief or answer as to the allegations contained in Paragraph 2 of the Original Defendant **HITCHINGS'** Complaint to Join Additional Defendants, and strict proof of all said allegations is demanded at Trial.
3. Neither Admitted nor Denied as Additional Defendant **WHITAKER** is without sufficient knowledge or information to form a belief or answer as to the allegations contained in Paragraph 3 of the Original Defendant **HITCHINGS'** Complaint to Join Additional Defendants, and strict proof of all said allegations is demanded at Trial.
4. Admitted in part and Denied in part. It is Admitted that the Original Defendant, **CHRISTOPHER J. HITCHINGS**, verbally contacted this Additional Defendant, **WHITAKER CONCRETE**, and that **HITCHINGS** requested that they pour and form a 50 x 200 foot concrete slab floor at the Frito Lay Warehouse in DuBois. It is DENIED, however, that the parties entered into a formal contract on the same, as to any specifications other than to pour the same and form the concrete in a workmanlike manner, and any forms placed on the perimeter of the warehouse and block foundation were negligently placed by the Defendant, **CHRISTOPHER J. HITCHINGS**, as the Additional Defendant herein, **WHITAKER CONCRETE**, did fully perform their requested work pursuant to any request by **HITCHINGS**.
5. Neither Admitted nor Denied as Additional Defendants are without sufficient information or knowledge to form a belief to answer said allegations in Paragraph 5 of the Original Defendant's Complaint to Join Additional Defendants, and strict proof of all said allegations is demanded at Trial.

6. Neither Admitted nor Denied as Additional Defendants are without sufficient information or knowledge to form a belief to answer said allegations in Paragraph 6 of the Original Defendant's Complaint to Join Additional Defendants, and strict proof of all said allegations is demanded at Trial.

7. **DENIED.** It is Denied that there is any merit to the Original Complaint or the Complaint to Join Additional Defendants, in which it is alleged that the floor is not the required five (5) inches thick or that the external foundation has cracked through any cause or fault of the Additional Defendants herein, **JASON WHITAKER** or **LARRY WHITAKER, t/d/b/a WHITAKER CONCRETE**, as alleged in Paragraph 7 of Defendant's **HITCHINGS'** Complaint, and strict proof of all said allegations is demanded at Trial. To the contrary, any cracks in the foundation was caused by the Defendant **HITCHINGS** and Lessor Frito Lay backing trucks and other vehicles into foundation and wall.

8. **DENIED.** It is Denied that there were any problems caused by the work done by **JASON WHITAKER** and **LARRY WHITAKER, t/d/b/a WHITAKER CONCRETE**, in forming and pouring the concrete, and all allegations in Paragraph 8 of the Complaint to Join Additional Defendants are Denied, and strict proof of said allegations is demanded at Trial.

9. Neither Admitted nor Denied as Additional Defendant is without sufficient information or knowledge to form a belief in order to answer the allegations contained in Paragraph 9 of the Defendant **HITCHINGS'** Complaint to Join Additional Defendants, and strict proof of all said allegations is demanded at Trial.

10. **DENIED.** It is Denied that there was any breach of any contract or unworkmanlike performance of any obligations by the Additional Defendants, **JASON WHITAKER** and **LARRY WHITAKER, t/d/b/a WHITAKER CONCRETE**, or that any alleged problems were due to the work of the Additional Defendants, and strict proof of all said allegations in Paragraph 10 of the Complaint to Join

Additional Defendants is demanded at Trial. To the contrary, **WHITAKER** performed any and all of its obligations in a reasonable and workmanlike manner.

WHEREFORE, your Additional Defendants, **JASON WHITAKER** and **LARRY WHITAKER, t/d/b/a WHITAKER CONCRETE**, respectfully request this Honorable Court to Dismiss and Deny all claims contained in the Original Complaint and Complaint to Join Additional Defendants against them, and that the Court enter Judgment in their favor and against Plaintiffs and Defendant, and dismiss any claims against these Additional Defendants.

NEW MATTER - CROSS CLAIM

By way of further and more particular answer, Additional Defendant **WHITAKER** sets forth the following **NEW MATTER** in the nature of a **CROSS CLAIM** directed against the Original Defendant, **CHRISTOPHER J. HITCHINGS, t/d/b/a HITCHINGS BUILDING & REMODELING** and Additional Defendant, **PAUL CAIN, t/d/b/a BIG OAK FARM EXCAVATION**, and in support thereof, sets forth as follows:

11. Paragraphs 1 through 10 of the within Answer are incorporated herein in their entirety by reference thereto.

12. These Additional Defendants, **JASON WHITAKER** and **LARRY WHITAKER, t/d/b/a WHITAKER CONCRETE**, while denying any liability and/or responsibility on their part, allege that they were contacted by the Original Defendant and General Contractor, **CHRISTOPHER J. HITCHINGS, t/d/b/a HITCHINGS BUILDING & REMODELING**, (hereinafter "HITCHINGS"), only to form and pour a 50 x 200 foot floor at the Frito Lay Warehouse back around May of 1998, and any other work on the foundation or perimeter forms was done by the Defendant, **HITCHINGS**.

13. That your Additional Defendants, **WHITAKER CONCRETE**, formed and poured the concrete in the manner requested by the Original Defendant, **HITCHINGS**, and performed said work in a reasonable and workmanlike manner.

14. To the extent that there are any problems proven to exist by the Plaintiff or Defendant in the work done that was done at the Frito Lay building, or any allegations that the work was performed in an unworkmanlike manner, these deficiencies or damages were caused solely by the negligence, recklessness and carelessness and/or breach of contract or warranty by the General Contractor//Original Defendant, **CHRISTOPHER J. HITCHINGS, t/d/b/a HITCHINGS BUILDING & REMODELING** (hereinafter "HITCHINGS"), and/or the negligence, recklessness and carelessness of the Additional Defendant, **PAUL CAIN, t/d/b/a BIG OAK FARM EXCAVATION**, as these Defendants were responsible for the construction items with the foundation itself, the placement of the perimeter forms around the foundation, the laying and compacting of the subsurface area, as well as supervising other work that was done that would have caused any alleged problems set forth in the within Action and Cross Claims of the parties.

15. The foundation and forms for the construction of the Frito Lay Warehouse building were constructed by the Original Defendant, **HITCHINGS**, and Defendant, **HITCHINGS**, was the General Contractor for said work, and any alleged cracks in the foundation or any other problems that may have been caused at the work site were the result of negligent work done by **HITCHINGS**.

16. If, as a result of the matter alleged in Plaintiff's Complaint, Additional Defendant **WHITAKER** is held liable to Plaintiff for all or part of any damages he may have sustained or is able to prove, Defendant **HITCHINGS** and/or Additional Defendant, **PAUL CAIN, t/d/b/a BIG OAK FARM EXCAVATION**, are the parties primarily liable for such injuries and damages, and they are liable over to Additional Defendant **WHITAKER** by way of contribution and/or indemnification,

for all such damages as may be required to pay to the Plaintiff or Original Defendant.

17. In the alternative, if, as a result of the matters alleged in Plaintiff's Complaint, Additional Defendant **WHITAKER** is held liable to the Plaintiff for all or part of any alleged injuries or damages as the Plaintiff may prove, Original Defendant **HITCHINGS** and/or Additional Defendant **PAUL CAIN, t/d/b/a BIG OAK FARM EXCAVATION**, are jointly and/or severally liable to Plaintiff based upon the foregoing allegations for such injuries and damages and are liable over and due to the Plaintiff by way of contribution for all such damages Additional Defendant **WHITAKER** may be required or ordered to pay to Plaintiff or Original Defendant.

18. That as a result of having to defend this Action and the Complaint to Join Additional Defendants filed by Original Defendant, **HITCHINGS**, your Additional Defendant, **WHITAKER**, has been forced to pay attorneys fees, costs of suit, and other litigation costs, for which **WHITAKERS** would demand payment by the Original Defendant, **HITCHINGS**.

WHEREFORE, your Additional Defendant **JASON WHITAKER** and **LARRY WHITAKER, t/d/b/a WHITAKER CONCRETE**, respectfully requests the following:

- (a) Judgment in favor of Additional Defendant **WHITAKER**, together with Judgment against Original Defendant **HITCHINGS** for attorneys fees, costs of suit and other litigation costs;
- (b) To the extent that Plaintiff **BELELLA** can prove that there was any injury or damages or any breach of the construction work requested to be done by the Original Defendant **HITCHINGS**, that the Court enter Judgment that such breaches or damages to the Plaintiff were caused by the unworkmanlike performance of any work by the Original Defendant, **HITCHINGS**;

- (c) If there is any liability or damages to the Plaintiff or the Original Defendant, that the Court enter Judgment that the Defendant **HITCHINGS** and Additional Defendant, **PAUL CAIN, t/d/b/a BIG OAK FARM EXCAVATION**, are solely liable to Plaintiff and Original Defendant;
- (d) In the event that there is any verdict or Judgment recovered by the Plaintiff or Original Defendant against the Additional Defendant **WHITAKER**, that the Additional Defendant **WHITAKER** may have Judgment over and against the Additional Defendant **PAUL CAIN, t/d/b/a BIG OAK FARM EXCAVATION**, by way of indemnification and/or contribution to the amount recovered by the Plaintiff or Original Defendant, together with costs; and
- (e) Such other relief as the Court deems appropriate.

NEW MATTER – AFFIRMATIVE DEFENSES AND DISMISSAL

- 19. Paragraphs 1 through 18 of the within Answer are incorporated herein in their entirety by reference thereto.
- 20. All work done by **WHITAKER** met the specifications as requested by the Defendant, **CHRISTOPHER J. HITCHINGS**, and the same was performed fully in a workmanlike manner.
- 21. Original Defendant's Third Party Complaint should be dismissed for failing to set forth a cause of action for which relief can be granted.
- 22. Original Defendant's Third Party Complaint should be dismissed for Original Defendant's failure to properly supervise the project.
- 23. Original Defendant's Third Party Complaint should be dismissed for failing to fix or correct any forms which **DuBROOK, INC.** may have damaged or run over.

WHEREFORE, Additional Defendant **WHITAKER** respectfully requests this Honorable Court enter a Judgment in its favor and against all parties, dismissing any and all claims against them and Ordering that the Original Defendant **HITCHINGS** pay their attorneys fees and costs of suit.

Respectfully submitted,
FERRARO & YOUNG



Ross F. Ferraro, Esquire
Attorney for Additional Defendants,
Jason Whitaker and Larry Whitaker,
t/d/b/a Whitaker Concrete

VERIFICATION

We, **JASON WHITAKER** and **LARRY WHITAKER**, t/d/b/a **WHITAKER CONCRETE**, verify that the statements made in the within Answer and Cross Claim are true and correct. We understand false statements herein are made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities.

Date: 7/31/01



Jason Whitaker

Date: 7/31/01



Larry Whitaker

FILED

AUG 01 2001

MILDRED A. SHAW
V. AMY R. TURANO
Prothonotary

for

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

MARTIN BELELLA,
Plaintiff

v.

No. 00-24-C.D.

**CHRISTOPHER J. HITCHINGS,
t/d/b/a HITCHINGS BUILDING &
REMODELING,**
Defendant

v.

**JASON WHITAKER and LARRY
WHITAKER, t/d/b/a WHITAKER
CONCRETE,**
Additional Defendant

**PAUL CAIN, t/d/b/a BIG OAK FARM
EXCAVATION,**
Additional Defendant

DuBROOK, INC.
Additional Defendant

FILED

AUG 01 2001

William A. Shaw
Prothonotary

CERTIFICATE OF SERVICE

I, ROSS F. FERRARO, ESQUIRE, Attorney for the Additional Defendant,
JASON WHITAKER and LARRY WHITAKER, t/d/b/a WHITAKER CONCRETE,
in the above-referenced matter, do hereby certify that on this date, I have served
a true and correct copy of the ANSWER TO COMPLAINT TO JOIN ADDITIONAL
DEFENDANTS / NEW MATTER AND CROSS CLAIM upon the following parties
or the Attorneys representing the parties in this matter, by First Class, U. S. Mail,
Postage Paid, at the addresses hereinafter set forth:

Counsel for Plaintiff

Martin Belella:

Jeffrey S. DuBois, Esquire
Hanak, Guido and Taladay
498 Jeffers Street
PO Box 487
DuBois, PA 15801

Additional Defendant:

Mr. Paul Cain
Big Oak Farm Excavation
RR # 1
Grampian, PA 16838

Counsel for Original Defendant

Christopher J. Hitchings:

Christopher J. Shaw, Esquire
41 East Main Street
Sykesville, PA 15865

Counsel for Additional Defendant

DuBrook, Inc.

David J. Hopkins
The Hopkins Law Firm
900 Beaver Drive
DuBois, PA 15801

Date: 7/31/01

FERRARO & YOUNG

BY:


Ross F. Ferraro, Esquire
Attorney for Additional
Defendant, Jason Whitaker and
Larry Whitaker, t/d/b/a Whitaker
Concrete

FILED

AUG 01 2001

M110-331
William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

MARTIN BELELLA,
Plaintiff

v.

**CHRISTOPHER J. HITCHINGS,
t/d/b/a HITCHINGS BUILDING &
REMODELING,**
Defendant

v.

**JASON WHITAKER and LARRY
WHITAKER, t/d/b/a WHITAKER
CONCRETE,**
Additional Defendant

**PAUL CAIN, t/d/b/a BIG OAK FARM
EXCAVATION,**
Additional Defendant

DuBROOK, INC.
Additional Defendant

No. 00 - 24 - C.D.

Type of Case: CIVIL

Type of Pleading: **ANSWER
TO ADDITIONAL DEFENDANT
DuBROOK'S CROSSCLAIM
AND NEWMATTER**

Filed on Behalf of: Jason
Whitaker and Larry Whitaker,
t/d/b/a Whitaker Concrete,
Additional Defendant

Counsel of Record for This Party:
ROSS F. FERRARO, ESQUIRE
Supreme Court No. 79218

FERRARO & YOUNG
690 Main Street
Brockway, PA 15824
(814) 268-2202

FILED

AUG 13 2001

118:30 AM
William A. Shaw
Prothonotary

L Cenr To Atts

ED
RE

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

MARTIN BELELLA,
Plaintiff

v.

No. 00 - 24 - C.D.

**CHRISTOPHER J. HITCHINGS,
t/d/b/a HITCHINGS BUILDING &
REMODELING,**
Defendant

v.

**JASON WHITAKER and LARRY
WHITAKER, t/d/b/a WHITAKER
CONCRETE,**
Additional Defendant

**PAUL CAIN, t/d/b/a BIG OAK FARM
EXCAVATION,**
Additional Defendant

DuBROOK, INC.
Additional Defendant

ANSWER TO ADDITIONAL DEFENDANT DuBROOK'S CROSSCLAIM

AND NEW MATTER

ANSWER TO DuBROOK'S CROSSCLAIM

11. No answer required.
12. **DENIED.** It is Denied that the Additional Defendant, **DuBROOK, INC.** can state any Crossclaim against **JASON WHITAKER and/or LARRY WHITAKER, t/d/b/a CONCRETE COWBOYS or WHITAKER CONCRETE** and

any allegations in said Crossclaim are Denied, and strict proof of said allegations is demanded at Trial.

13. **DENIED.** It is Denied that any alleged damages were caused by the negligence, recklessness or carelessness of Additional Defendants, **JASON WHITAKER** and **LARRY WHITAKER, t/d/b/a WHITAKER CONCRETE** or **CONCRETE COWBOYS**, as alleged in Paragraph 13 of Additional Defendant **DuBROOK'S** Crossclaim, and strict proof of the said allegations is demanded at Trial.

14. **DENIED.** It is Denied that the Additional Defendants, **JASON WHITAKER** and **LARRY WHITAKER, t/d/b/a WHITAKER CONCRETE**, are solely or even partially liable to the Plaintiff or Original Defendant for any alleged injuries or damages that may have been suffered, as alleged in Paragraph 14 of Additional Defendant **DuBROOK'S** Crossclaim, and strict proof of said allegations is demanded at Trial.

15. **DENIED.** It is Denied that the Additional Defendants, **JASON WHITAKER** or **LARRY WHITAKER, t/d/b/a WHITAKER CONCRETE** or **CONCRETE COWBOYS**, should be held primarily liable for any alleged injuries or damages to the Plaintiff or Original Defendant, or that said Additional Defendant **WHITAKERS** are liable to Additional Defendant **DuBROOK, INC.** by way of contribution and/or indemnification, and all said allegations in Paragraph 15 of Additional Defendant **DuBROOK'S** Crossclaim are Denied in their entirety and strict proof of the same is demanded at Trial.

16. **DENIED.** It is Denied that in the alternative, that Additional Defendants **JASON WHITAKER** and **LARRY WHITAKER, t/d/b/a WHITAKER CONCRETE** are jointly or severally liable to the Plaintiff for any alleged injuries or damages, and it is also Denied that said Additional Defendants are liable over to Plaintiff by way of contribution for any alleged damages that Additional Defendant **DuBROOK, INC.** may be required to pay to Plaintiffs or Original Defendant, and

strict proof of all allegations in Paragraph 16 of Additional Defendant DuBROOK'S Crossclaim are demanded at Trial.

WHEREFORE, Additional Defendants, **JASON WHITAKER** and **LARRY WHITAKER**, t/d/b/a **WHITAKER CONCRETE**, respectfully requests this Honorable Court to enter Judgment in its favor and against Additional Defendant **DuBROOK, INC.**, and that the Court dismiss all of said Additional Defendant DuBROOK'S claims against **WHITAKER** regarding their Crossclaim against this Additional Defendant **WHITAKER**.

ANSWER TO DuBROOK'S NEW MATTER

17. No answer required.

18. **DENIED.** It is Denied that all concrete supplied by **DuBROOK** met the specifications as requested by **WHITAKER CONCRETE** and/or **CHRISTOPHER J. HITCHINGS**, and strict proof of the same is demanded at Trial.

19. Neither Admitted or Denied as Additional Defendants **JASON WHITAKER** and **LARRY WHITAKER**, t/d/b/a **WHITAKER CONCRETE** are without sufficient information or knowledge to form a belief to answer said allegations in Paragraph 19 of Additional Defendant DuBROOK'S New Matter.

20. Neither Admitted or Denied as Additional Defendants **JASON WHITAKER** and **LARRY WHITAKER**, t/d/b/a **WHITAKER CONCRETE** are without sufficient information or knowledge to form a belief to answer said allegations in Paragraph 20 of Additional Defendant DuBROOK'S New Matter.

21. Admitted. It is Admitted that the Original Defendant's Third Party Compliant should be dismissed for Original Defendant's failure to supervise the entire project.

22. Admitted. It is Admitted that the Original Defendant's Third Party Compliant should be dismissed for failing to fix or correct any forms with which DuBrook may have ran over.

23. Admitted. It is Admitted that the Original Defendant's Third Party Complaint should be dismissed for failure to maintain a safe and orderly job site.

24. **DENIED.** It is Denied that the Original Defendant's Third Party Complaint against DuBROOK is barred by any alleged negligent actions of **JASON WHITAKER** and **LARRY WHITAKER, t/d/b/a WHITAKER CONCRETE** and/or **CONCRETE COWBOYS**, and strict proof of any allegations contained in Paragraph 24 of Additional Defendant **DuBROOK'S** New Matter are demanded at Trial.

25. **DENIED.** It is Denied that Original Defendant's Third Party Complaint should be dismissed or that there is a lack of privity of contract between the Original Defendant and DuBROOK, and strict proof of said allegations is demanded at Trial.

WHEREFORE, Additional Defendants, **JASON WHITAKER** and **LARRY WHITAKER, t/d/b/a WHITAKER CONCRETE**, respectfully requests the Court to enter Judgment in their favor and against all parties in this matter, and to dismiss any claims against them.

Respectfully submitted,

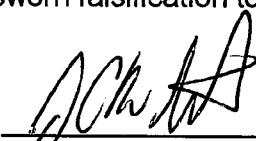


Ross F. Ferraro, Esquire
Attorney for Additional Defendants,
Jason Whitaker and Larry Whitaker,
t/d/b/a Whitaker Concrete

VERIFICATION

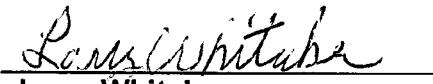
We, **JASON WHITAKER** and **LARRY WHITAKER**, t/d/b/a **WHITAKER CONCRETE**, verify that the statements made in the within Answer are true and correct. We understand false statements herein are made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities.

Date: 8-08-01



Jason Whitaker

Date: 8-08-01



Larry Whitaker

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

MARTIN BELELLA,
Plaintiff

v.

No. 00 - 24 - C.D.

**CHRISTOPHER J. HITCHINGS,
t/d/b/a HITCHINGS BUILDING &
REMODELING,**
Defendant

v.

**JASON WHITAKER and LARRY
WHITAKER, t/d/b/a WHITAKER
CONCRETE,**
Additional Defendant

**PAUL CAIN, t/d/b/a BIG OAK FARM
EXCAVATION,**
Additional Defendant

DuBROOK, INC.
Additional Defendant

CERTIFICATE OF SERVICE

I, ROSS F. FERRARO, ESQUIRE, Attorney for the Additional Defendants,
JASON WHITAKER and LARRY WHITAKER, t/d/b/a WHITAKER CONCRETE,
in the above-referenced matter, do hereby certify that on this date, I have served
a true and correct copy of the ANSWER TO ADDITIONAL DEFENDANT
DuBROOK'S CROSSCLAIM AND NEW MATTER upon the following parties or
the Attorneys representing the parties in this matter, by First Class, U. S. Mail,
Postage Prepaid, at the addresses hereinafter set forth:

Counsel for Plaintiff

Martin Belella:

Jeffrey S. DuBois, Esquire
Hanak, Guido and Taladay
498 Jeffers Street
PO Box 487
DuBois, PA 15801

Counsel for Original Defendant

Christopher J. Hitchings:

Christopher J. Shaw, Esquire
41 East Main Street
Sykesville, PA 15865

Additional Defendant:

Mr. Paul Cain
Big Oak Farm Excavation
RR # 1
Grampian, PA 16838

Counsel for Additional Defendant

DuBrook, Inc.

David J. Hopkins, Esquire
The Hopkins Law Firm
900 Beaver Drive
DuBois, PA 15801

Date:

8/10/01

FERRARO & YOUNG

BY:



Ross F. Ferraro, Esquire
Attorney for Additional
Defendants, Jason Whitaker and
Larry Whitaker, t/d/b/a Whitaker
Concrete

FILED

AUG 13 2001

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION-LAW

MARTIN BELELLA,
Plaintiff
vs.
CHRISTOPHER J. HITCHINGS,
t/d/b/a HITCHINGS BUILDING
& REMODELING,
Defendant
vs.
JASON WHITAKER and LARRY
WHITAKER, t/d/b/a WHITAKER
CONCRETE,
Additional Defendant
PAIN CAIN, t/d/b/a BIG OAK
FARM EXCAVATION,
Additional Defendant
DUBROOK, INC.,
Additional Defendant

No. 00-24-CD

Type of Pleading:

NOTICE OF SERVICE

Filed on behalf of:
Plaintiff

Counsel of Record for
This Party:

Jeffrey S. DuBois, Esq.
Supreme Court No. 62074
Hanak, Guido and Taladay
498 Jeffers Street
P.O. Box 487
DuBois, PA 15801
814-371-7768

FILED

SEP 20 2002

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION-LAW

MARTIN BELELLA,
Plaintiff

vs.

CHRISTOPHER J. HITCHINGS,
t/d/b/a HITCHINGS BUILDING
& REMODELING,
Defendant

No. 00-24-C.D.

vs.

JASON WHITAKER and LARRY
WHITAKER, t/d/b/a WHITAKER
CONCRETE,
Additional Defendant

PAUL CAIN, t/d/b/a BIG OAK
FARM EXCAVATION,
Additional Defendant

DUBROOK, INC.,
Additional Defendant

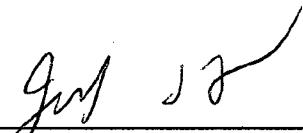
NOTICE OF SERVICE

This is to certify that on the 19th day of September, 2002, I mailed a copy of the within Notices of Deposition, photocopies of which are attached hereto as Exhibit "A" and Exhibit "B", by first class mail, postage prepaid, to:

Christopher Shaw, Esq.
c/o Paris Companies
67 Hoover Avenue
P. O. Box 1043
DuBois, PA 15801

David J. Hopkins, Esq.
900 Beaver Drive
DuBois, PA 15801

Ross F. Ferraro, Esq.
690 Main Street
Brockway, PA 15824



Jeffrey S. DuBois
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION-LAW

MARTIN BELELLA,
Plaintiff

vs.

CHRISTOPHER J. HITCHINGS,
t/d/b/a HITCHINGS BUILDING
& REMODELING,
Defendant

No. 00-24-C.D.

vs.

JASON WHITAKER and LARRY
WHITAKER, t/d/b/a WHITAKER
CONCRETE,
Additional Defendant

PAUL CAIN, t/d/b/a BIG OAK
FARM EXCAVATION,
Additional Defendant

DUBROOK, INC.,
Additional Defendant:

NOTICE OF DEPOSITION

TO: CHRISTOPHER J. HITCHINGS
t/d/b/a HITCHINGS BUILDING & REMODELING
239 Tunnel Avenue
DuBois, PA 51801

TAKE NOTICE that your deposition by oral examination will be taken
at the law office of Hanak, Guido and Taladay at 498 Jeffers Street, DuBois,
Pennsylvania, on **Thursday, October 31, 2002, at 9:00 a.m.** This deposition
is being taken for the purpose of discovery and for use at trial, pursuant to

the Pennsylvania Rules of Civil Procedure regarding discovery.



Jeffrey S. DuBois
Attorney for Plaintiff

Date: September 19, 2002

cc: Gwen Calhoun, Court Reporter

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION-LAW

MARTIN BELELLA,
Plaintiff

vs.

CHRISTOPHER J. HITCHINGS,
t/d/b/a HITCHINGS BUILDING
& REMODELING,
Defendant

No. 00-24-C.D.

vs.

JASON WHITAKER and LARRY
WHITAKER, t/d/b/a WHITAKER
CONCRETE,
Additional Defendant

PAUL CAIN, t/d/b/a BIG OAK
FARM EXCAVATION,
Additional Defendant

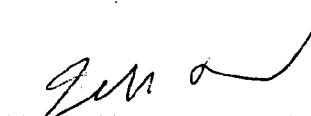
DUBROOK, INC.,
Additional Defendant

NOTICE OF DEPOSITION

TO: Representative of DuBrook, Inc.
c/o David J. Hopkins, Esq.
900 Beaver Drive
DuBois, PA 15801

TAKE NOTICE that your deposition by oral examination will be taken at the law office of Hanak, Guido and Taladay at 498 Jeffers Street, DuBois, Pennsylvania, on **Thursday, October 31, 2002, at 11:30 a.m.** This deposition is being taken for the purpose of discovery and for use at trial, pursuant to

the Pennsylvania Rules of Civil Procedure regarding discovery.



Jeffrey S. DuBois
Attorney for Plaintiff

Date: September 19, 2002

cc: Gwen Calhoun, Court Reporter

FILED
SEP 11 2002
2002
cc

William A. Shaw
Prothonotary



OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

COPY

CLEARFIELD COUNTY COURTHOUSE
SUITE 228, 230 EAST MARKET STREET
CLEARFIELD, PENNSYLVANIA 16830

DAVID S. MEHOLICK
COURT ADMINISTRATOR

PHONE: (814) 765-2641
FAX: 1-814-765-7649

MARCY KELLEY
DEPUTY COURT ADMINISTRATOR

Notice of Proposed Termination of Court Case

November 10, 2005

FILED

NOV 10 2005

William A. Shaw
Prothonotary/Clerk of Courts

RE: 00-24-CD

Martin Belella

Vs.

Christopher J. Hitchings t/d/b/a Hitchings Building & Remodeling; Jason and Larry Whitaker t/d/b/a Whitaker Concrete; Paul Cain t/d/b/a Big Oak Farm Excavation; DuBrook

Dear Plaintiff/Defendant:

Please be advised that the Court intends to terminate the above captioned case without notice, because the Court records show no activity in the case for a period of at least two years.

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary** of Clearfield County, 230 East Market Street, Clearfield, Pennsylvania 16830. The Statement of Intention to Proceed must be filed on or before January 17, 2005.

If you fail to file the required statement of intention to proceed within the required time period, the case will be terminated.

By the Court,

A handwritten signature in black ink that appears to read "David S. Meholic".

David S. Meholic
Court Administrator



**OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA**

CLEARFIELD COUNTY COURTHOUSE
SUITE 228, 230 EAST MARKET STREET
CLEARFIELD, PENNSYLVANIA 16830

DAVID S. MEHOLICK
COURT ADMINISTRATOR

PHONE: (814) 765-2641
FAX: 1-814-765-7649

MARCY KELLEY
DEPUTY COURT ADMINISTRATOR

Notice of Proposed Termination of Court Case

November 10, 2005

RE: 00-24-CD

Martin Belella

Vs.

Christopher J. Hitchings t/d/b/a Hitchings Building & Remodeling; Jason and Larry Whitaker t/d/b/a Whitaker Concrete; Paul Cain t/d/b/a Big Oak Farm Excavation; DuBrook

Dear Plaintiff/Defendant:

Please be advised that the Court intends to terminate the above captioned case without notice, because the Court records show no activity in the case for a period of at least two years.

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary** of Clearfield County, 230 East Market Street, Clearfield, Pennsylvania 16830. The Statement of Intention to Proceed must be filed on or before January 17, 2005.

If you fail to file the required statement of intention to proceed within the required time period, the case will be terminated.

By the Court
A handwritten signature in black ink that reads "David S. Meholick".

David S. Meholick
Court Administrator



OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

CLEARFIELD COUNTY COURTHOUSE
SUITE 228, 230 EAST MARKET STREET
CLEARFIELD, PENNSYLVANIA 16830

DAVID S. MEHOLICK
COURT ADMINISTRATOR

PHONE: (814) 765-2641
FAX: 1-814-765-7649

MARCY KELLEY
DEPUTY COURT ADMINISTRATOR

Notice of Proposed Termination of Court Case

November 10, 2005

RE: 00-24-CD

Martin Belella

Vs.

Christopher J. Hitchings t/d/b/a Hitchings Building & Remodeling; Jason and Larry Whitaker t/d/b/a Whitaker Concrete; Paul Cain t/d/b/a Big Oak Farm Excavation; DuBrook

Dear Plaintiff/Defendant:

Please be advised that the Court intends to terminate the above captioned case without notice, because the Court records show no activity in the case for a period of at least two years.

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary** of Clearfield County, 230 East Market Street, Clearfield, Pennsylvania 16830. The Statement of Intention to Proceed must be filed on or before January 17, 2005.

If you fail to file the required statement of intention to proceed within the required time period, the case will be terminated.

By the Court,

A handwritten signature in black ink that reads "David S. Meholick".

David S. Meholick
Court Administrator



**OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA**

CLEARFIELD COUNTY COURTHOUSE
SUITE 228, 230 EAST MARKET STREET
CLEARFIELD, PENNSYLVANIA 16830

DAVID S. MEHOLICK
COURT ADMINISTRATOR

PHONE: (814) 765-2641
FAX: 1-814-765-7649

MARCY KELLEY
DEPUTY COURT ADMINISTRATOR

Notice of Proposed Termination of Court Case

November 10, 2005

RE: 00-24-CD

Martin Belella

Vs.

Christopher J. Hitchings t/d/b/a Hitchings Building & Remodeling; Jason and Larry Whitaker t/d/b/a Whitaker Concrete; Paul Cain t/d/b/a Big Oak Farm Excavation; DuBrook

Dear Plaintiff/Defendant:

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**OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA**

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MARCY KELLEY
DEPUTY COURT ADMINISTRATOR

Notice of Proposed Termination of Court Case

November 10, 2005

RE: 00-24-CD

Martin Belella

Vs.

Christopher J. Hitchings t/d/b/a Hitchings Building & Remodeling; Jason and Larry Whitaker t/d/b/a Whitaker Concrete; Paul Cain t/d/b/a Big Oak Farm Excavation; DuBrook

Dear Plaintiff/Defendant:

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If you fail to file the required statement of intention to proceed within the required time period, the case will be terminated.

By the Court,

A handwritten signature in black ink that reads "David S. Meholick".

David S. Meholick
Court Administrator

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
CIVIL TRIAL LISTING

CERTIFICATE OF READINESS

TO THE PROTHONOTARY

00-24-CD

CASE NUMBER	TYPE	TRIAL REQUESTED	DATE PRESENTED
			ESTIMATED TRIAL TIME

Date Complaint Jury Non-Jury
Filed: Jan. 7, 2000 Arbitration 1 Days

PLAINTIFF(S)

Christopher J. Hitchings, t/d/b/a Hitchings Building & Remodeling

DEFENDANT(S)

Jason Whitaker and Larry Whitaker, t/d/b/a Whitaker Concrete
Paul Cain, t/d/b/a Big Oak Farm Excavation

Check Block if
a Minor is a
Party to the
Case

ADDITIONAL DEFENDANT(S)

DuBrook, Inc.

JURY DEMAND FILED BY:

DATE JURY DEMAND FILED:

Jeffrey S. DuBois, Esquire

AMOUNT AT ISSUE	CONSOLIDATION	DATE CONSOLIDATION ORDERED
-----------------	---------------	----------------------------

more than

\$ 25,000.00 yes no

PLEASE PLACE THE ABOVE CAPTIONED CASE ON THE TRIAL LIST.

I certify that all discovery in the case has been completed; all necessary parties and witnesses are available; serious settlement negotiations have been conducted; the case is ready in all respects for trial, and a copy of this Certificate has been served upon all counsel of record and upon all parties of record who are not represented by counsel.



FILED

Jeffrey S. DuBois, Esquire
FOR THE PLAINTIFF

(814) 375-5598

JAN 13 2006

o/mwsl/m
William A. Shaw
Prothonotary/Clerk of Courts

Christopher J. Shaw, Esquire
FOR THE DEFENDANT
Ross F. Ferraro, Esquire
David J. Hopkins, Esquire

(814) 894-2497

TELEPHONE NUMBER 2 cases to ATR
(814) 268-2202
(814) 375-0300

FOR ADDITIONAL DEFENDANT

TELEPHONE NUMBER

FILED
JAN 13 2006

William A. Shaw
Prothonotary/Clerk of Courts

CA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA
CIVIL DIVISION

MARTIN BELELLA
Plaintiff

v.

No. 00-24-CD

CHRISTOPHER J. HITCHINGS,
t/d/b/a HITCHINGS BUILDING & REMODELING
Defendant

Type of Pleading:
**Objections to Certificate of
Readiness**

v.

JASON WHITAKER and LARRY WHITAKER, t/d/b/a
WHITAKER CONCRETE,
Additional Defendant

v.

PAUL CAIN, t/d/b/a BIG OAK FARM EXCAVATION,
Additional Defendant

v.

DuBROOK, INC.
Additional Defendant

Filed on Behalf of
**Defendant, Christopher J.
Hitchings**

Filed By:
Patrick Lavelle, Esq.
PA ID# 85537
25 East Park Ave.
Suite #4
DuBois, PA. 15801
(814) 371-2232

FILED
O 2:15 p.m. 6K
MAR 30 2006

William A. Shaw
Prothonotary/Clerk of Courts
ER

1cc to Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA
CIVIL DIVISION

MARTIN BELELLA
Plaintiff

v.

No. 00-24-CD

CHRISTOPHER J. HITCHINGS,
t/d/b/a HITCHINGS BUILDING & REMODELING
Defendant

v.

JASON WHITAKER and LARRY WHITAKER, t/d/b/a
WHITAKER CONCRETE,
Additional Defendant

v.

PAUL CAIN, t/d/b/a BIG OAK FARM EXCAVATION,
Additional Defendant

v.

DuBROOK, INC.
Additional Defendant

OBJECTIONS TO CERTIFICATE OF READINESS

AND NOW comes the defendant, CHRISTOPHER J. HITCHINGS, t/d/b/a
HITCHINGS BUILDING AND REMODELING, by and through his attorney, PATRICK
LAVELLE, ESQ, and files the within stated Objections to the Plaintiff's Certificate of
Readiness for Trial.

1. Plaintiff in this case has filed with the court a Certificate for Readiness for
Trial, a copy of which is attached, marked as Defendant's Exhibit "A", and is hereby
incorporated as though set forth fully herein.

2. This case was originally filed with the court in excess of six years ago, as indicated by the Plaintiff's Certificate of Readiness, Defendant's Exhibit "A".

3. Defendant, CHRISTOPHER J. HITCHINGS, was forced to engage new counsel, due to the fact that his original attorney had, in the interim, ceased his private practice and became engaged as corporate counsel with a local firm.

4. Counsel has this date filed the requisite Praecipes for the substitution of defense counsel in this case.

5. This defendant objects to the Plaintiff's Certificate of Readiness asserting that discovery has not been completed, evidence of which is found in the fact that this defendant is in receipt of Interrogatories and a Request for the Production of Documents from an additional defendant, with a due date suggested as March 30, 2006. (See *correspondence received from Atty. Ross Ferarro, attached and marked as Defendant's Exhibit "B"*).

6. This defendant would further object to the Certificate of Readiness because, as of this date, counsel for this defendant has had insufficient time to determine the scope and content of the existing record in this case as it pertains to the Defendant, Christopher J. Hitchings.

7. This defendant also objects to the plaintiff's Certificate of Readiness for Trial with respect to the plaintiff's choice of proceeding via a non-jury trial, as Defendant Hitchings has done nothing in this case which would amount to a waiver of his right to a trial by a jury.

8. For all of the foregoing reasons the defendant Hitchings asserts that he is prejudiced by the filing of this Certificate of Readiness for Trial in that he would have insufficient time to prepare for and meet the accusations of the plaintiff, and that he would be unable at this point to procure the necessary evidence to support viable defenses to any such accusations.

WHEREFORE this defendant prays that this Honorable Court will sustain his objections, dismiss the Certificate of Readiness for Trial and allow for the case to proceed to discovery and possible informal resolution prior to listing same for trial.

Respectfully Submitted,



Patrick Lavelle
Patrick Lavelle, Esq.
Counsel for Defendant,
Christopher J. Hitchings

VERIFICATION

I, Christopher J. Hitchings, the defendant in this action, do hereby verify that all of the foregoing facts set forth in the foregoing Objections to Certificate of Readiness for Trial are true and correct to the best of my knowledge, information and belief. Further, I make this verification with knowledge and understanding of the provisions of 18 Pa. C.S.A. § 4904 (*Unsworn Falsification to Authorities*).



Christopher J. Hitchings

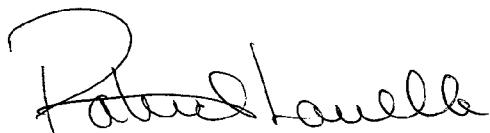
CERTIFICATE OF SERVICE

I, PATRICK LAVELLE, ESQ., by my signature appearing below, do hereby certify that on the 29th day of March, 20¹⁶, I served a copy of the foregoing Objections to Certificate of Readiness for Trial, by mailing same via first class mail, postage prepaid to the following:

Ross Ferraro, Esq.
Ferraro, Kruk & Ferraro, LLP
690 Main St.
Brockway, PA. 15824

Jeffrey S. DuBois, Esq.
190 West Park Ave.
Suite #5
DuBois, PA. 15801

David J. Hopkins, Esq.
Hopkins Heltzel LLP
900 Beaver Dr.
DuBois, PA. 15801



Patrick Lavelle, Esq.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA
CIVIL DIVISION

MARTIN BELELLA

CIVIL ACTION-LAW

Plaintiff

v.

NO. 00-24-CD

CHRISTOPHER J. HITCHINGS,
t/d/b/a HITCHINGS BUILDING & REMODELING
Defendant

TYPE OF CASE: CIVIL

TYPE OF PLEADING:
Withdrawal of Appearance

v.

JASON WHITAKER and LARRY WHITAKER, t/d/b/a
WHITAKER CONCRETE,

Filed on Behalf of: Defendant

Additional Defendant

Counsel of Record for this party:

Patrick Lavelle, Esq.
PA ID#85537
25 East Park Ave.
Suite #4
DuBois, PA 15801
(814) 371-2232

v.

DuBROOK, INC.

Additional Defendant

FILED

0 2:15 p.m. 6K
MAR 30 2006

60

1cc to AMY

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA
CIVIL DIVISION

MARTIN BELELLA
Plaintiff

v.

No. 00-24-CD

CHRISTOPHER J. HITCHINGS,
t/d/b/a HITCHINGS BUILDING & REMODELING
Defendant

v.

JASON WHITAKER and LARRY WHITAKER, t/d/b/a
WHITAKER CONCRETE,
Additional Defendant

v.

PAUL CAIN, t/d/b/a BIG OAK FARM EXCAVATION,
Additional Defendant

v.

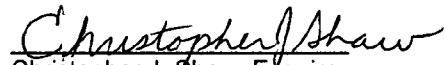
DuBROOK, INC.
Additional Defendant

WITHDRAWAL OF APPEARANCE

TO THE PROTHONOTARY:

Please withdrawal the appearance of Christopher J. Shaw, Esquire, as the attorney for the Defendant, Christopher J. Hitchings, t/d/b/a Hitchings Building & Remodeling, in the above captioned matter.

Date: 3/28/2006


Christopher J. Shaw

FILED

MAR 30 2006

**William A. Shaw
Prothonotary/Clerk of Courts**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA
CIVIL DIVISION

MARTIN BELELLA
Plaintiff

v.

No. 00-24-CD

CHRISTOPHER J. HITCHINGS,
t/d/b/a HITCHINGS BUILDING & REMODELING
Defendant

Type of Pleading: **Praecept
for Entry of Appearance**

v.

JASON WHITAKER and LARRY WHITAKER,
t/d/b/a WHITAKER CONCRETE,
Additional Defendant

Filed on Behalf of:

**Defendant, Christopher J.
Hitchings**

v.

PAUL CAIN, t/d/b/a BIG OAK FARM EXCAVATION,
Additional Defendant

Filed By:
Patrick Lavelle, Esq.
PA ID# 85537
25 East Park Ave.
Suite 4
DuBois, PA. 15801
(814) 371-2232

v.

DuBROOK, INC.
Additional Defendant

FILED
O 2:15 P.M. 6K (6)
MAR 30 2006

William A. Shaw
Prothonotary/Clerk of Courts

1cc to Amy

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA
CIVIL DIVISION

MARTIN BELELLA
Plaintiff

v.

No. 00-24-CD

CHRISTOPHER J. HITCHINGS,
t/d/b/a HITCHINGS BUILDING & REMODELING
Defendant

v.

JASON WHITAKER and LARRY WHITAKER, t/d/b/a
WHITAKER CONCRETE,
Additional Defendant

v.

PAUL CAIN, t/d/b/a BIG OAK FARM EXCAVATION,
Additional Defendant

v.

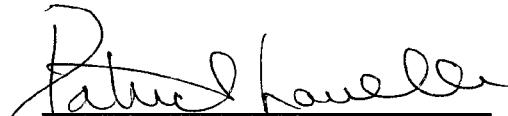
DuBROOK, INC.
Additional Defendant

PRAECIPE FOR ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

Please enter my appearance in the above captioned case on behalf of the
Defendant, CHRISTOPHER J. HITCHINGS T/D/B/A HITCHINGS BUILDING &
REMODELING.

Respectfully Submitted,



Patrick Lavelle, Esq.
Counsel for the Defendant

FILED

MAR 30 2006

**William A. Shaw
Prothonotary/Clerk of Courts**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA
CIVIL DIVISION

MARTIN BELELLA
Plaintiff

v.

No. 00-24-CD

CHRISTOPHER J. HITCHINGS,
t/d/b/a HITCHINGS BUILDING & REMODELING
Defendant

Type of Pleading: **Motion
for Continuance**

v.

JASON WHITAKER and LARRY WHITAKER,
t/d/b/a WHITAKER CONCRETE,
Additional Defendant

Filed on Behalf of:

**Defendant, Christopher J.
Hitchings**

v.

PAUL CAIN, t/d/b/a BIG OAK FARM EXCAVATION,
Additional Defendant

Filed By:
Patrick Lavelle, Esq.
PA ID# 85537
25 East Park Ave.
Suite 4
DuBois, PA. 15801
(814) 371-2232

v.

DuBROOK, INC.
Additional Defendant

FILED

APR 03 2006 *EW*
0/12:25/06
William A. Shaw
Prothonotary/Clerk of Courts
24th to 4th

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA
CIVIL DIVISION

MARTIN BELELLA
Plaintiff

v.

No. 00-24-CD

CHRISTOPHER J. HITCHINGS,
t/d/b/a HITCHINGS BUILDING & REMODELING
Defendant

v.

JASON WHITAKER and LARRY WHITAKER, t/d/b/a
WHITAKER CONCRETE,
Additional Defendant

v.

PAUL CAIN, t/d/b/a BIG OAK FARM EXCAVATION,
Additional Defendant

v.

DuBROOK, INC.
Additional Defendant

MOTION FOR CONTINUANCE

AND NOW comes the defendant, CHRISTOPHER J. HITCHINGS, by and
through his attorney, PATRICK LAVELLE, ESQ., and files the within state Motion for
Continuance in the above captioned case in accordance with Clearfield County Local
Rule 216(b)(1).

1. Plaintiff has filed his Certificate for Readiness for Trial in this case, and
the case is set for Call of the Civil List on April 4, 2006.

2. Defendant Hitchings found himself in need of substitute counsel in this case, as his previous counsel has left the private practice of law for a corporate position.

3. Present counsel for Mr. Hitchings was informed of the status of this case after the filing of the Plaintiff's Certificate of Readiness.

4. Defendant Hitchings has previously filed his objections to the Certificate of Readiness for Trial, which objections are still pending before the court.

5. The defendant needs additional time to respond to and conduct discovery.

6. Defendant's counsel has contacted the attorneys for the other parties in this case, and they have agreed to a continuance of this matter at this time.

7. Correspondence from Attorneys DuBois and Ferraro consenting to the continuance is attached.

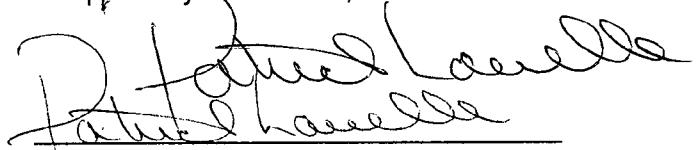
8. Attorney Hopkins was unavailable to complete correspondence due to his relocation to his new facility, however, did verbally consent to the continuance.

9. Local Rule 216 provides for a continuance under these circumstances without approval of the Court.

10. This Motion is being filed in an effort to keep the Court informed of the status and progress of the case.

WHEREFORE this defendant hereby requests the Court to Continue this matter for the next term of Civil Court.

Respectfully Submitted,



Patrick Lavelle, Esq.
Counsel for Christopher J. Hitchings

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA
CIVIL DIVISION

MARTIN BELELLA
Plaintiff

v.

No. 00-24-CD

FILED ^{acc}
8/3/2006 Atty Lavelle
APR 03 2006
64

William A. Shaw
Prothonotary/Clerk of Courts

CHRISTOPHER J. HITCHINGS,
t/d/b/a HITCHINGS BUILDING & REMODELING
Defendant

v.

JASON WHITAKER and LARRY WHITAKER, t/d/b/a
WHITAKER CONCRETE,
Additional Defendant

v.

PAUL CAIN, t/d/b/a BIG OAK FARM EXCAVATION,
Additional Defendant

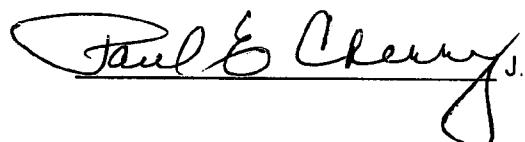
v.

DuBROOK, INC.
Additional Defendant

ORDER

AND NOW this 3rd day of April, 2006, upon consideration of the
foregoing Motion for Continuance, it is hereby ORDERED and DECREED that the above
captioned case be continued until the next term of Civil Court.

BY THE COURT



FILED

APR 03 2006

**William A. Shaw
Prothonotary/Clerk of Courts**

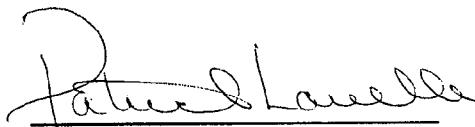
CERTIFICATE OF SERVICE

I, PATRICK LAVELLE, ESQ., by my signature appearing below, do hereby certify that on the 3rd day of April, 2006, I served a copy of the foregoing Motion for Continuance, by mailing same via first class mail, postage prepaid to the following:

Jeffrey S. DuBois, Esq.
190 West Park Ave.
Suite #5
DuBois, PA. 15801

Ross F. Ferraro, Esq.
Ferraro, Kruk & Ferraro LLP
690 Main St.
Brockway, PA. 15824

David Hopkins, Esq.
Hopkins Heltzel LLP
100 Meadow Lane
Suite #5
DuBois, PA. 15801



Patrick Lavelle, Esq.



JEFFREY S. DUBoIS
Attorney at Law

Phone: 814-375-5598
Fax: 814-375-8710

190 West Park Avenue • Suite #5 • DuBois, PA 15801

E-Mail: jsd.law@verizon.net

March 31, 2006

Patrick Lavelle, Esquire
25 East Park Avenue, Suite 4
DuBois, PA 15801

Via: Fax

RE: Belella vs. Hitchings, t/d/b/a Hitchings Building & Remodeling, et al.
No. 00-24-CD

Dear Pat,

This is to advise you that I am agreeable to a continuance in the above captioned case until the next term of Court.

If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeffrey S. DuBois".

JSD:tlm

Enclosure

Cc: David J. Hopkins, Esquire
Ross Ferraro, Esquire

FERRARO, KRUK & FERRARO, LLP
ATTORNEYS AT LAW

690 MAIN STREET
BROCKWAY, PENNSYLVANIA 15824

March 31, 2006

**R. EDWARD FERRARO
GREGORY M. KRUK
ROSS F. FERRARO**

**Phone: (814) 268-2202
Fax: (814) 265-8740**

Patrick Lavelle, Esquire
25 East Park Avenue, Suite #4
DuBois, PA 15801

VIA FAX ONLY

**In re: Martin Belella v. Christopher J. Hitchings, et al.
No. 00-24 C.D. Clearfield County**

Dear Pat:

This Letter is in response to your phone call regarding your Objections to the Certificate of Readiness that was filed by Attorney Jeff DuBois, as well as your request for a Continuance of Civil Call which is scheduled for this coming Tuesday, April 4 in Clearfield. You had asked if we had any objection to your request.

This Letter will confirm that our clients have no objection to your request for a Continuance of the matter, since you were just retained to represent Christopher Hitchings in the matter. We understand that you need some time to look over the file and also to respond to our Discovery requests.

Please get back in touch with me and provide me with written confirmation as to whether the Judge is going to grant your request for a Continuance of the matter. Unless I hear back from you, I will plan on attending Civil Call on Tuesday, April 4 at the Courthouse in Clearfield.

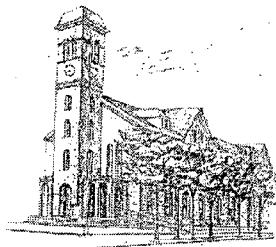
Please keep me posted.

Very truly yours,



Ross F. Ferraro

RRF/nam



Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

David S. Ammerman
Solicitor

Jacki Kendrick
Deputy Prothonotary

Bonnie Hudson
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

It has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,

William A. Shaw
Prothonotary

DATE: 4/3/04

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s)/Attorney(s)

Defendant(s)/Attorney(s)

Other

Special Instructions:

(A)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA
CIVIL DIVISION

MARTIN BELELLA

vs.

No. 00-24-CD

CHRISTOPHER J. HITCHINGS,
t/d/b/a HITCHINGS BUILDING &
REMODELING

vs.

JASON WHITAKER AND LARRY
WHITAKER, t/d/b/a WHITAKER
CONCRETE, PAUL CAIN, t/d/b/a
BIG OAK FARM EXCAVATION

vs.

DUBROOK

ORDER

AND NOW, this 27th day of July, 2006, it is the ORDER of this Court
that Pre-Trial Conference in the above captioned matter is hereby scheduled for
Monday, August 21, 2006 at 11:30 A.M., in Courtroom No. 2, Clearfield County
Courthouse, Clearfield, PA.

FILED

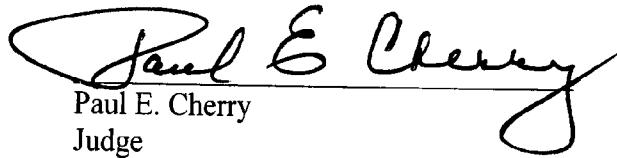
02:27:01
JUL 27 2006

William A. Shaw
Prothonotary/Clerk of Courts

1cc Atlys:
DuBois
Lavelle
Ferraro
Hopkins

1cc Paul Cain
Big Oaks Farm Excavating
RR1 Box 357
Grampian, PA 16838

BY THE COURT:


Paul E. Cherry
Judge

DATE: 7/27/06

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s) Plaintiff(s) Attorney _____ Other _____

Defendant(s) Defendant(s) Attorney _____

cc: [redacted]
Special instructions:

FILED

JUL 27 2006

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

MARTIN BELELLA : NO. 00-24-CD
Plaintiff

V.

CHRISTOPHER J. HITCHINGS,
t/d/b/a HITCHINGS BUILDING &
REMODELING,
Defendant

V.

JASON WHITAKER and LARRY
WHITAKER, t/d/b/a WHITAKER
CONCRETE,
Defendant

V.

PAUL CAIN, t/d/b/a BIG OAK FARM
EXCAVATION,
Defendant

V.

DuBROOK, INC.,
Defendant

60
FILED
01/10/11 Cpl
AUG 22 2006

William A. Shaw
Prothonotary/Clerk of Courts

cc Attns:
DeBois
Lavelle
R. Ferraro
Hopkins

cc Paul Cain
Big Oaks Farm Exc.
R.R. 1 Box 357
Grampian, PA
16838

ORDER

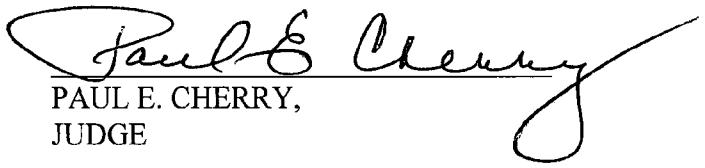
1. Non Jury Trial in this matter is scheduled for November 29 and 30, 2006, beginning at 9:00 o'clock A.M. in Courtroom No. 2 of the Clearfield County Courthouse, Clearfield, Pennsylvania.
2. Plaintiff shall provide expert reports to Counsel and Defendant, Paul Cain within fifteen (15) days from today's date.
3. The deadline for providing any and all outstanding discovery shall be by and no later than thirty (30) days prior to the commencement of trial.

4. Counsel for the parties, if they so desire, may submit a Trial Brief to the Court no more than fifteen (15) days prior to the commencement of trial.

5. The deadline for submitting any and all Motions shall be by and no later than thirty (30) days prior to the commencement of trial.

6. The parties shall mark all exhibits for trial prior to trial to speed introduction of exhibits.

BY THE COURT,


PAUL E. CHERRY,
JUDGE

FILED

DATE:

AUG 22 2006

William A. Shaw
Prothonotary/Clerk of Courts

Special Assignments:

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s) Plaintiff(s) Attorney Other
 Defendant(s) Defendant(s) Attorney

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION – LAW

MARTIN BELELLA,	:	No. 00-24-CD
Plaintiff	:	
	:	
Vs.	:	
	:	
CHRISTOPHER J. HITCHINGS, t/d/b/a HITCHINGS BUILDING & REMODELING,	:	Type of Pleading:
Defendant	:	PRAECIPE FOR DISCONTINUANCE
	:	
Vs.	:	
	:	
JASON WHITAKER and LARRY WHITAKER, t/d/b/a WHITAKER CONCRETE,	:	Filed on Behalf of:
Additional Defendant	:	PLAINTIFF
	:	
Vs.	:	
	:	
PAUL CAIN, t/d/b/a BIG OAK FARM EXCAVATION,	:	Counsel of Record for this Party:
Additional Defendant	:	Jeffrey S. DuBois, Esquire Supreme Court No. 62074 190 West Park Avenue, Suite #5 DuBois, PA 15801 (814) 375-5598
	:	
Vs.	:	
	:	
DuBROOK, INC.,	:	
Additional Defendant	:	

FILED
1cc & 1 Cert of
03:20pm disc issued to
OCT 06 2006 Atty DuBois
William A. Shaw
Prothonotary/Clerk of Courts
Copy to c1A

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION – LAW

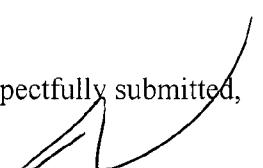
MARTIN BELELLA,	:	No. 00-24-CD
Plaintiff	:	
Vs.	:	
CHRISTOPHER J. HITCHINGS,	:	Type of Pleading:
t/d/b/a HITCHINGS BUILDING &	:	
REMODELING,	:	
Defendant	:	PRAECIPE FOR DISCONTINUANCE
Vs.	:	
JASON WHITAKER and LARRY	:	
WHITAKER, t/d/b/a WHITAKER	:	Filed on Behalf of:
CONCRETE,	:	PLAINTIFF
Additional Defendant	:	
Vs.	:	
PAUL CAIN, t/d/b/a BIG OAK FARM	:	
EXCAVATION,	:	Counsel of Record for this Party:
Additional Defendant	:	
Vs.	:	Jeffrey S. DuBois, Esquire
DuBROOK, INC.,	:	Supreme Court No. 62074
Additional Defendant	:	190 West Park Avenue, Suite #5
		DuBois, PA 15801
		(814) 375-5598

PRAECIPE FOR DISCONTINUANCE

TO THE PROTHONOTARY:

Please discontinue this case on behalf of Martin Belella in the above captioned matter.

Respectfully submitted,


Jeffrey S. DuBois, Esquire
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION – LAW

MARTIN BELELLA,	:	No. 00-24-CD
Plaintiff	:	
Vs.	:	
CHRISTOPHER J. HITCHINGS,	:	Type of Pleading:
t/d/b/a HITCHINGS BUILDING &	:	
REMODELING,	:	
Defendant	:	PRAECIPE FOR DISCONTINUANCE
Vs.	:	
JASON WHITAKER and LARRY	:	
WHITAKER, t/d/b/a WHITAKER	:	Filed on Behalf of:
CONCRETE,	:	PLAINTIFF
Additional Defendant	:	
Vs.	:	
PAUL CAIN, t/d/b/a BIG OAK FARM	:	
EXCAVATION,	:	Counsel of Record for this Party:
Additional Defendant	:	
Vs.	:	Jeffrey S. DuBois, Esquire
DuBROOK, INC.,	:	Supreme Court No. 62074
Additional Defendant	:	190 West Park Avenue, Suite #5
		DuBois, PA 15801
		(814) 375-5598

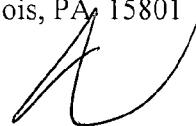
CERTIFICATE OF SERVICE

I do hereby certify that on the 6th day of October, 2006, I served a true and correct copy of the within Plaintiff's Praecipe for Discontinuance by first class mail, postage prepaid, on the following:

Ross F. Ferraro, Esquire
690 Main Street
Brockway, PA 15824

David J. Hopkins, Esquire
100 Meadow Lane, Ste. 5
DuBois, PA 15801

Patrick Lavelle, Esquire
25 East Park Avenue, Ste. 4
DuBois, PA 15801


Jeffrey S. DuBois

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

Martin Belella

Vs.

No. 2000-00024-CD

Christopher J. Hitchings
Hitchings Building & Remodeling
Jason Whitaker
Larry Whitaker
Whitaker Concrete
Paul Cain
Big Oak Farm Excavation
DuBrook, Inc.

CERTIFICATE OF DISCONTINUATION

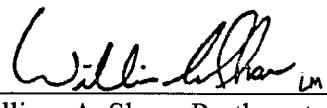
Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on October 6, 2006, marked:

Discontinued.

Record costs in the sum of \$87.00 have been paid in full by Jeffrey S. DuBois Esq. .

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 6th day of October A.D. 2006.



William A. Shaw, Prothonotary