

00-757-CD

JENNIE ERRIGO MATUZICH -vs- JOHN R. BICO et al

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
CIVIL DIVISION
No. 00 - - CD

JENNIE ERRIGO MATUZICH, Plaintiff

vs.

JOHN R. BICO and HEIDI L. BICO;
NETWORK REALTY SERVICES; and
HOFFER REALTY ASSOCIATES,
Defendants

COMPLAINT

NOTICE TO DEFENDANTS:

YOU are hereby notified
that you are required to file
an Answer to the within Complaint
within twenty (20) days after
service upon you or Judgment
may be entered against you.

John R. Ryan

JOHN R. RYAN, ESQUIRE
Attorney for Plaintiff

COLAVECCHI & RYAN

ATTORNEYS AT LAW
221 E. MARKET STREET
(ACROSS FROM COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA. 16830

FILED

JUN 27 2000
Sgt. J. G. Ruffin
William A. Shaw
Prothonotary

1cc with Ryan
Bcc: Shy

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

55 JENNIE ERRIGO MATUZICH,
Plaintiff

Vs.

56 JOHN R. BICO and HEIDI L.
BICO 46 NETWORK REALTY SERVICES;
and HOFFER REALTY ASSOCIATES,
Defendants

CIVIL DIVISION

No. 00 - 757 - CD

COMPLAINT

Filed on Behalf of:

Plaintiff, JENNIE ERRIGO
MATUZICH

Counsel of Record for This
Party:

JOHN R. RYAN, ESQUIRE
Pa. I.D. #38739

COLAVECCHI RYAN & COLAVECCHI
221 East Market Street
P. O. Box 131
Clearfield, PA 16830

814/765-1566

FILED

JUN 27 2000

William A. Shaw
Prothonotary

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

JENNIE ERRIGO MATUZICH, :
Plaintiff : No. 00 - - CD
:
Vs. : JURY TRIAL DEMANDED
:
JOHN R. BICO and HEIDI L. BICO; :
NETWORK REALTY SERVICES; and, :
HOFFER REALTY ASSOCIATES, :
Defendants:

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 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.

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COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
Second and Market Streets
Clearfield, PA 16830
Phone 814/765-2641 Ex. 5982

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

JENNIE ERRIGO MATUZICH, :
Plaintiff : No. 00 - - CD
:
Vs. : JURY TRIAL DEMANDED
:
JOHN R. BICO and HEIDI L. BICO; :
NETWORK REALTY SERVICES; and :
HOFFER REALTY ASSOCIATES, :
Defendants:

COMPLAINT

1. Plaintiff is Jennie Errigo Matuzich, an adult individual residing at 1065 Treasure Lake, Clearfield County, Pennsylvania 15801.

2. Defendants are:

a. John R. Bico and Heidi L. Bico, husband and wife, of Falls Creek, Pennsylvania;

b. Network Realty Services, a business having its principal place of business at 1400 Clark Street, Brockway, Pennsylvania;

c. Hoffer Realty Associates, a business having its principal place of business at 700 Liberty Boulevard, DuBois, Pennsylvania.

3. On or about August 11, 1998, Defendants John R. Bico and Heidi L. Bico (hereinafter "Bico") entered into an Agreement for the Sale of Real Estate with the Plaintiff, under the terms of

which Plaintiff agreed to purchase a residential dwelling from Defendants Bico situated at Section 1, Lot 189 in the Treasure Lake subdivision of Sandy Township, Clearfield County, Pennsylvania, for the sum of Sixty Nine Thousand Nine Hundred Dollars (\$69,900.00). A true and correct copy of the said Agreement is attached hereto, marked Exhibit "A" and incorporated herein as of set forth at length.

4. Included among the terms of the said Agreement was a provision that the sale was to be contingent upon the Sellers, being Defendants Bico, providing a sellers disclosure.

5. Subsequent to the execution of the Agreement referred to in Paragraph 3, Defendants Bico did supply to Plaintiff a form entitled "Seller's Property Disclosure Statement" which was intended to place the Plaintiff on notice of all material defects as to the property that were not readily observable. A true and correct copy of the said Disclosure Statement is attached hereto, marked Exhibit "B" and incorporated herein as if set forth at length.

6. The said Disclosure Statement stated that the original roof for the premises had been replaced with a warranty, and further stated that was the "only structural problem." The Statement further indicated that the Defendants Bico did not know of any problems with the roof, gutters or down spouts. The Statement further indicated that the Defendants Bico were not aware

of any water leakage, accumulation or dampness within the basement or crawl space, and further that the Defendants Bico were not aware of any past or present movement, shifting, deterioration, or other problems with walls, foundations, or other structural components.

7. On or about August 31, 1998, Plaintiff, pursuant to the Agreement, and in reliance on the Disclosure Statement, did purchase the aforesaid property from Defendants Bico for the sum of Sixty Nine Thousand Nine Hundred Dollars (\$69,900.00). A true and correct copy of the deed from Bico to Plaintiff dated August 31, 1998 is attached hereto, marked Exhibit "C" and incorporated herein as if set forth at length.

8. Shortly after taking possession of the premises, Plaintiff began to notice that the roof leaked each time it rained. She attempted to contact Defendants Bico who refused to do anything about her complaints.

9. Plaintiff further found that water had begun to accumulate in the floor of one bedroom, that the kitchen floor had begun to sink visibly, that there was wetness in the attic, and that a crack began to appear in the kitchen ceiling. Water damage began to appear in the ceiling of every room.

10. Plaintiff had two different contractors inspect the premises and learned at that time that the floor joist was badly rotted, and in addition that roof needed replaced. Plaintiff obtained one estimate from MGM Construction, Inc, which was for

replacement of the roof shingles only, in the amount of Three Thousand Nine Hundred Twenty-Five Dollars (\$3,925.00). A true and correct copy of that estimate is attached hereto, marked Exhibit "D" and is incorporated as if set forth at length.

11. Plaintiff obtained another estimate from W.W. Gildersleeve for repair of the floor joist, damaged walls and ceilings and further extensive repairs which was in the amount of Thirty Nine Thousand Nine Hundred Dollars (\$39,900.00). A true and correct copy of that estimate is attached hereto, marked Exhibit "E" and incorporated herein as if set forth at length.

12. Plaintiff further employed Lee-Simpson Associates, Inc., Consulting Engineers, of DuBois, Pennsylvania to conduct an inspection of the property, which disclosed considerable evidence of water infiltration through the roof system of the home and resultant water damage to the interior of the home. In addition, the inspection showed evidence of long term attack by decay fungi to the floor system. The inspection further showed that new planking had been attached to the main floor beam and that the wood plate on the rear wall of the home had been replaced for one-third of its length over the entrance to the crawl space. A true and correct copy of the written inspection report of Lee-Simpson Associates, Inc. is attached hereto, marked Exhibit "F" and incorporated herein as if set forth at length.

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13. In addition, Plaintiff believes and therefore avers that prior to her execution of the Agreement attached hereto as Exhibit "A", Defendants Bico attempted to employ a local contractor, Jack Duttry, to make repairs to the property.

14. At that time, Jack Duttry and two employees inspected the premises and concluded that the house could not be repaired in its current condition, and due to the advanced extent of the damages, the best course of action would be to demolish the entire structure and rebuild.

15. The results of Jack Duttry's inspection and his conclusions regarding the condition of the premises were known to all Defendants herein, however, none of this information was at any time prior to the sale of the property disclosed to Plaintiff. Specifically, Ann Cristini, a real estate agent employed by Defendant Network Realty, subsequently called Duttry and chastised him for telling the owners that the property was in such bad condition.

COUNT I

JENNIE ERRIGO MATUZICH VS.

JOHN R. BICO AND HEIDI L. BICO

16. The averments of Paragraphs 1 through and including Paragraph 15 are incorporated herein by reference as of set forth at length.

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17. Defendants Bico had an affirmative duty to disclose to Plaintiff the condition of the property, which was known to them at the time they executed the Disclosure Statement set forth hereinabove.

18. Defendants failed to disclose the actual condition of the premises to Plaintiff despite their knowledge of the said conditions, and Plaintiff did purchase the property in reliance upon the Disclosure made by Defendants.

19. The Real Estate Seller Disclosure Act, 68 P.S. 1021, et seq, provides that a seller of real estate shall not make any representations which he or his agent know or have reason to know are false, deceptive or misleading and shall not fail to disclose a known material defect.

20. Defendants Bico did know or have reason to know of the problems existing with the premises, and despite this knowledge failed to make a full disclosure of same to Plaintiff.

21. As the direct and proximate result of the failure to disclose on the part of the Defendants Bico, the Plaintiff has been or will be damaged as follows:

a. She will be forced to expend substantial sums to make the needed repairs to the property as per the estimated attached hereto, or in the alternative may be forced to demolish the premises as recommended by Jack Duttry due to the extensive damage to the structure of the premises;

b. She is unable to sell or rent the property in its present condition, should she wish to do so;

c. She has had to endure considerable discomfort and inconvenience due to the leaking roof and water accumulations within the home.

WHEREFORE, Plaintiff demands judgment in her favor and against Defendants Bico in an amount in excess of the jurisdiction of the Board of Arbitrators, together with interest and costs of suit.

COUNT II

JENNIE ERRIGO MATUZICH VS. NETWORK REALTY SERVICES

22. Paragraphs 1 through and including Paragraph 21 are incorporated herein as if set forth at length.

23. Defendant Network Realty Services (hereinafter "Network") acted as agent for the sellers, Defendants Bico, throughout the above described transaction which gave rise to this action.

24. As agents for the sellers, Network had a duty to disclose such material defects in the premises of which it or its agents, employees or brokers had actual knowledge, said duty being clearly imposed by the aforesaid Real Estate Seller Disclosure Act.

25. Network, through its agent and employee Ann Cristini, did have actual knowledge of the material defects in the premises, dating back to the inspection of the premises by Jack Duttry, and

yet Network failed to make any disclosure whatsoever of any defects to Plaintiff.

26. As the direct and proximate result of the failure of the Defendant, Network, to make disclosure to Plaintiff as required by law, Plaintiff had suffered damage as set forth herein at Paragraph 21.

27. In addition, as the result of the failure to make disclosure on the part of Defendant Network, Plaintiff is entitled to punitive damages in an amount to be determined by the trier of fact.

WHEREFORE, Plaintiff demands that judgment be entered in her favor and against Defendant Network Realty Services, in an amount in excess of the jurisdiction of the Board of Arbitrators, together with punitive damages, interest and costs of suit.

COUNT III

JENNIE ERRIGO MATUZICH VS. HOFFER REALTY ASSOCIATES

28. Paragraphs 1 through and including Paragraph 27 are incorporated herein by reference as if set forth at length.

29. Defendant Hoffer Realty Associates (hereinafter "Hoffer"), its agents, employees and brokers, acted as sub-agents for the sellers, Defendants Bico, throughout the above described transaction which gave rise to this action.

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30. As agents for the sellers, Hoffer had a duty to disclose such material defects in the premises of which it or its agents, employees or brokers had actual knowledge, said duty being clearly imposed by the aforesaid Real Estate Seller Disclosure Act.

31. Hoffer, through its agents and employees, and by reason of its associations with the other Defendants, did have actual knowledge of the material defects in the premises, dating back to the inspection of the premises by Jack Duttry, and yet Hoffer failed to make any disclosure whatsoever of any defects to Plaintiff.

32. As the direct and proximate result of the failure of the Defendant, Hoffer, to make disclosure to Plaintiff as required by law, Plaintiff has suffered damages as set forth herein at Paragraph 21.

33. In addition, as the result of the failure to make disclosure on the part of the Defendant Hoffer, Plaintiff is entitled to punitive damages in an amount to be determined by the trier of fact.

WHEREFORE, Plaintiff demands that judgment be entered in her favor and against Defendant Hoffer Realty Associates, in an amount in excess of the jurisdiction of the Board of Arbitrators, together with punitive damages, interest and costs of suit.

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JOHN R. RYAN, ESQUIRE
Attorney for Plaintiff

VERIFICATION

I verify that the statements made in this Complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

Jennie Errigo Matuzich
JENNIE ERRIGO MATUZICH

STANDARD AGREEMENT FOR THE SALE OF REAL ESTATE

A/S Residential

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of REALTORS® (PAR)

PA LICENSED BROKER

AGENT FOR SELLER	Network Realty Services	PH	
ADDRESS	Brockway, Pa.	FAX	
SUBAGENT FOR SELLER	Hoffer Realty Services	PH	
ADDRESS	700 Liberty Blvd. DuBois, PA	FAX	
AGENT FOR BUYER		PH	
ADDRESS		FAX	

1 1. This Agreement, dated August 11, 1998, is between
 2 SELLER(S): BICO

3
 4 Address Treasure lake DuBois, PA Zip Code 15801 hereafter "Seller," and
 5 BUYER(S): Jennie Matuzich

6
 7 Address 628 First St. Zip Code 15801 hereafter "Buyer."
 8 DuBois, PA

9 2. PROPERTY (1-98) Seller hereby agrees to sell and convey to Buyer, who hereby agrees to purchase:

10 ALL THAT CERTAIN lot or piece of ground with buildings and improvements thereon erected, if any, known as:
 11 Section 1, Lot 189 Treasure Lake,

12 in the Township Sandy of Clearfield in the Commonwealth of Pennsylvania, Zip Code 15801,

13 County of Clearfield Identification (e.g., Tax ID#; Parcel #; Lot, Block; Deed Book, Page, Recording Date) 2-1-189-21 DB1845 pg144

14 3. TERMS (1-98) (A) Purchase Price Sixty four thousand dollars NINE HUNDRED DOLLARS ONLY Dollars

15 which shall be paid to Seller by Buyer as follows:

16 (B) Cash or check at signing this Agreement: \$ 200.00

17 (C) Cash or check on or before: upon acceptance \$ 300.00

18 (D) _____ \$ _____

19 (E) Cash, cashier's or certified check at time of settlement: \$ 63,500.00 69,400.00

20 (F) Deposits to be held by Agent for Seller, unless otherwise stated here: TOTAL \$ 64,000.00 69,900.00

21 (G) Written approval of Seller to be on or before: August 12, 1998

22 (H) Settlement to be made on or before: September 30, 1998

23 (I) Conveyance from Seller will be by fee simple deed of special warranty unless otherwise stated here: gjm

24 (J) Payment of transfer taxes will be divided equally between Buyer and Seller unless otherwise stated here: gjm

25 (K) At time of settlement, the following shall be adjusted pro-rata on a daily basis between Buyer and Seller, reimbursing where applicable:
 26 taxes; rents; interest on mortgage assumptions; condominium fees and homeowner association fees, if any; water and/or sewer rents, if
 27 any, together with any other lienable municipal service. The charges are to be pro-rated for the period(s) covered. Seller will pay up to
 28

29

30

31

32

33

34

SELLER'S PROPERTY DISCLOSURE STATEMENT

Form 128-2

1 Property Address: Section 1, Lot 189, Treasure Lake, DuBois, PA 158012 Seller: John & Heidi Bico

3 A seller must disclose to a buyer all known material defects about property being sold that are not readily observable. This disclosure
 4 statement is designed to assist Seller in complying with disclosure requirements and to assist Buyer in evaluating the property being
 5 considered.

6 This Statement discloses Seller's knowledge of the condition of the property as of the date signed by Seller and is not a substitute for
 7 any inspections or warranties that Buyer may wish to obtain. This Statement is not a warranty of any kind by Seller or a warranty or
 8 representation by any listing real estate broker (Agent for Seller), any real estate broker, or their agents. Buyer is encouraged to address
 9 concerns about the conditions of the property that may not be included in this Statement. This Statement does not relieve Seller of the
 10 obligation to disclose a material defect that may not be addressed on this form.

11 A material defect is a problem with the property or any portion of it that would have a significant adverse impact on the value of the
 12 residential real property or that involves an unreasonable risk to people on the land.

13 1. **SELLER'S EXPERTISE** Seller does not possess expertise in contracting, engineering, architecture, or other areas related to the
 14 construction and conditions of the property and its improvements, except as follows:

15 2. **OCCUPANCY** Do you, Seller, currently occupy this property? Yes No

16 If "no," when did you last occupy the property?

21 3. **ROOF**

22 (a) Date roof installed: _____ Documented? Yes No Unknown

23 (b) Has the roof been replaced or repaired during your ownership? Yes No

24 If yes, were the existing shingles removed? Yes No Unknown

25 (c) Has the roof ever leaked during your ownership? Yes No

26 (d) Do you know of any problems with the roof, gutters or down spouts? Yes No

27 Explain any "yes" answers that you give in this section:

39 4. **BASEMENTS AND CRAWL SPACES** (Complete only if applicable)

40 (a) Does the property have a sump pump? Yes No Unknown

41 (b) Are you aware of any water leakage, accumulation, or dampness within the basement or crawl space? Yes No

42 If "yes," describe in detail:

43 (c) Do you know of any repairs or other attempts to control any water or dampness problem in the basement or crawl space?

44 Yes No

45 If "yes," describe the location, extent, date, and name of the person who did the repair or control effort:

49 5. **TERMITES/WOOD DESTROYING INSECTS, DRYROT, PESTS**

50 (a) Are you aware of any termites/wood destroying insects, dryrot, or pests affecting the property? Yes No

51 (b) Are you aware of any damage to the property caused by termites/wood destroying insects, dryrot, or pests? Yes No

52 (c) Is your property currently under contract by a licensed pest control company? Yes No

53 (d) Are you aware of any termite/pest control reports or treatments for the property in the last five years? Yes No

54 Explain any "yes" answers that you give in this section:

48 6. **STRUCTURAL ITEMS**

49 (a) Are you aware of any past or present water leakage in the house or other structures? Yes No *See Note*

50 (b) Are you aware of any past or present movement, shifting, deterioration, or other problems with walls, foundations, or other structural components? Yes No

51 (c) Are you aware of any past or present problems with driveways, walkways, patios, or retaining walls on the property?

52 Yes No

53 Explain any "yes" answers that you give in this section. When explaining efforts to control or repair, please describe the location and extent of the problem, and the date and person by whom the work was done, if known:

54 *Original Rose replaced with a warrantee. Only structural problems*

55 *JOHN CORCILLE- PNC*

121 12. OTHER EQUIPMENT AND APPLIANCES INCLUDED IN SALE (Complete only if applicable)

122 Equipment and appliances ultimately included in the sale will be determined by negotiation and according to the terms of the 122

123 Agreement of Sale.

124 (a) Electric Garage Door Opener No. of Transmitters _____ 124125 (b) Smoke Detectors How many? _____ Location _____ 125126 (c) Security Alarm System Owned Leased Lease Information _____ 126127 (d) Lawn Sprinkler No. _____ Automatic Timer 127128 (e) Swimming Pool Pool Heater Spa/Hot Tub 128

129 Pool/Spa Equipment (list): _____ 129

130 (f) Refrigerator Range Microwave Oven Dishwasher Trash Compactor Garbage Disposal 130131 (g) Washer Dryer 131132 (h) Intercom 132133 (i) Ceiling fans No. _____ Location _____ 133

134 (j) Other: _____ 134

135 Are any items in this section in need of repair or replacement? Yes No Unknown 135

136 If "yes," explain: _____ 136

137 13. LAND (SOILS, DRAINAGE, AND BOUNDARIES)

138 (a) Are you aware of any fill or expansive soil on the property? Yes No 139140 (b) Are you aware of any sliding, settling, earth movement, upheaval, subsidence, or earth stability problems that have occurred on 140 or affect the property? Yes No 141

142 Note to Buyer: The property may be subject to mine subsidence damage. Maps of the counties and mines where mine subsi- 142

143 dence damage may occur and mine subsidence insurance are available through: Department of Environmental Protection, Mine 143

144 Subsidence Insurance Fund, 3913 Washington Road, McMurray, PA 15317 (412) 941-7100. 144

145 (c) Are you aware of any existing or proposed mining, strip-mining, or any other excavations that might affect this property? 145

146 Yes No 146147 (d) To your knowledge, is this property, or part of it, located in a flood zone or wetlands area? Yes No 147148 (e) Do you know of any past or present drainage or flooding problems affecting the property? Yes No 148149 (f) Do you know of any encroachments, boundary line disputes, or easements? Yes No 149

150 Note to Buyer: Most properties have easements running across them for utility services and other reasons. In many cases, the 150

151 easements do not restrict the ordinary use of the property, and Seller may not be readily aware of them. Buyers may wish to 151

152 determine the existence of easements and restrictions by examining the property and ordering an Abstract of Title or searching 152

153 the records in the Office of the Recorder of Deeds for the county before entering into an Agreement of Sale. 153

154 (g) Are you aware of any shared or common areas (e.g., driveways, bridges, docks, walls, etc.) or maintenance agreements? 154

155 Yes No 155

156 Explain any "yes" answers that you give in this section: _____ 156

157 158 159 14. HAZARDOUS SUBSTANCES

160 (a) Are you aware of any underground tanks or hazardous substances present on the property (structure or soil) such as, but not 160

161 limited to, asbestos, Polychlorinated biphenyls (PCBs), Urea Formaldehyde Foam Insulation (UFFI), etc.? Yes No 161162 (b) To your knowledge, has the property been tested for any hazardous substances? Yes No 162163 (c) Do you know of any other environmental concerns that might impact upon the property? Yes No 163

164 Explain any "yes" answers that you give in this section: _____ 164

165 (d) Do you know of any tests for radon gas that have been performed in any buildings on the Property? Yes No 165

166 If yes, list date, type, and results of all tests below:

DATE	TYPE OF TEST	RESULTS (picoCuries/liter or working levels)
_____	_____	_____
_____	_____	_____
_____	_____	_____

171 (e) Are you aware of any radon removal system on the Property? Yes No 172

59 7. ADDITIONS/REMODELS Have you made any additions, structural changes, or other alterations to the property? 69

60 Yes No 80

61 If yes, describe: 81

62 _____ 82

63 _____ 83

64 8. WATER AND SEWAGE 84

65 (a) What is the source of your drinking water? 85

66 Public Community System Well on Property Other (explain) 86

67 (b) If your drinking water source is not public: 87

68 When was your water last tested? _____ What was the result of the test? _____ 88

69 Is the pumping system in working order? Yes No 89

70 If "no," explain: 90

71 (c) Do you have a softener, filter, or other purification system? Yes No 72

72 If yes, is the system Leased Owned 73

73 (d) What is the type of sewage system? Public Sewer Community Sewer 74

74 On-Site (or individual) sewage system 75

75 If On-Site, what type? Cesspool Drainfield Unknown Other (specify): 76

76 Is there a septic tank on the property? Yes No Unknown 77

77 If yes, what is the type of tank? Metal/steel Cement/concrete Fiberglass Unknown 78

78 Other (specify): 79

79 Other type of sewage system (explain): 80

81 (e) When was the on-site sewage disposal system last serviced? 81

82 (f) Is there a sewage pump? Yes No 82

83 If yes, is it in working order? Yes No 83

84 (g) Is either the water or sewage system shared? Yes No 84

85 If "yes," explain: 85

86 (h) Are you aware of any leaks, backups, or other problems relating to any of the plumbing, water, and sewage-related items? 86

87 Yes No 87

88 If "yes," explain: 88

89 9. PLUMBING SYSTEM 90

91 (a) Type of plumbing: Copper Galvanized Lead PVC Unknown 91

92 Other (explain): 92

93 (b) Are you aware of any problems with any of your plumbing fixtures (e.g., including but not limited to: kitchen, laundry, or bath- 93

94 room fixtures; wet bars; hot water heater; etc.)? Yes No 94

95 If "yes," explain: 95

96 10. HEATING AND AIR CONDITIONING 97

98 (a) Type of air conditioning: Central Electric Central Gas Wall None 98

99 Number of window units included in sale: _____ Location: _____ 99

100 (b) List any areas of the house that are not air conditioned: 100

101 (c) Type of heating: Electric Fuel Oil Natural Gas Propane (On-site) 102

102 Are there wood or coal burning stoves? Yes No If yes, how many? _____ Are they working? Yes No 103

103 Are there any fireplaces? Yes No If yes, how many? _____ Are they working? Yes No 104

104 Other types of heating systems (explain): 105

105 (d) Are there any chimneys? Yes No If yes, how many? _____ Are they working? Yes No 106

106 When were they last cleaned? _____ 107

107 (e) List any areas of the house that are not heated: 108

108 (f) Type of water heating: Electric Gas Solar 109

109 Other: 110

110 (g) Are you aware of any underground fuel tanks on the property? Yes No 111

111 If yes, describe: 112

112 Are you aware of any problems with any item in this section? Yes No 113

113 If "yes," explain: 114

174. DATE INSTALLED TYPE OF SYSTEM
175. _____
176. _____
177. _____

WORKING ORDER.

177
178 (f) If Property was constructed, or if construction began, before 1978, you must disclose any knowledge of lead-based paint on the 178
179 Property. Are you aware of any lead-based paint or lead-based paint hazards on the Property? Yes No 179
180 If yes, explain how you know of it, where it is, and the condition of those lead-based paint surfaces: 180

وَمَنْ يَعْمَلْ مِثْقَالَ ذَرْنَةٍ

183 (g) If Property was constructed, or if construction began, before 1978, you must disclose any reports or records of lead-based paint 183
184 on the Property. Are you aware of any reports or records regarding lead-based paint or lead-based paint hazards on the Property? 184
185 Yes No 185
186 If yes, list all available reports and records: _____ 186

16.15 CONDOMINIUMS AND OTHER HOMEOWNERS ASSOCIATIONS (Complete only if applicable)

189 15. CONDOMINIUMS AND OTHER HOME OWNERSHIP ARRANGEMENTS
190 Type: Condominium Cooperative Homeowners Association or Planned Community
191 Other

Notice regarding Condominiums, Cooperatives, and Planned Communities: According to Section 3407 of the Uniform Condominium Act [68 Pa. C.S. §3407 (relating to resale of units)] and 68 Pa. C.S. §4409 (relating to resale of cooperative interests)] and section 5407 of the Uniform Planned Community Act [68 Pa. C.S. §5407 (relating to resale of units)], a buyer of a resale unit in a condominium, cooperative, or planned community must receive a copy of the declaration (other than the plats and plans), the by-laws, the rules or regulations, and a certificate of resale issued by the association in the condominium, cooperative, or planned community. The buyer will have the option of canceling the agreement with the return of all deposit monies until the certificate has been provided to the buyer and for five days thereafter, or until conveyance, whichever occurs first.

200 16 MISCELLANEOUS

201 (a) Are you aware of any existing or threatened legal action affecting the property? Yes No 201
202 (b) Do you know of any violations of federal, state, or local laws or regulations relating to this property? Yes No 202
203 (c) Are you aware of any public improvement, condominium or homeowner association assessments against the property that remain 203
204 unpaid or of any violations of zoning, housing, building, safety or fire ordinances that remain uncorrected? Yes No 204
205 (d) Are you aware of any judgment, encumbrance, lien (for example co-maker or equity loan) or other debt against this property that 205
206 cannot be satisfied by the proceeds of this sale? Yes No 206
207 (e) Are you aware of any reason, including a defect in title, that would prevent you from giving a warranty deed or conveying title to the 207
208 property? Yes No 208
209 (f) Are you aware of any material defects to the property, dwelling, or fixtures which are not disclosed elsewhere on this form? 209

Yes No
A material defect is a problem with the property or any portion of it that would have a significant adverse impact on the value of the residential real property or that involves an unreasonable risk to people on the land.
Explain any "yes" answers that you give in this section: _____

216
217. The undersigned Seller represents that the information set forth in this disclosure statement is accurate and complete to the best 217
218. knowledge. Seller hereby authorizes the Agent for Seller to provide this information to prospective buyers of the prop- 218
219. erty and to other real estate agents. SELLER ALONE IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION 219
220. CONTAINED IN THIS STATEMENT. Seller shall cause Buyer to be notified in writing of any information supplied on this form 220
221. which is rendered inaccurate by a change in the condition of the property following completion of this form. 221

226 SELLER A ~~John D.~~
227 SELLER A ~~John D.~~ Oskar Stein Bele
228 SELLER

DATE 10-15-97
DATE 10-15-97
DATE

EXECUTOR, ADMINISTRATOR, TRUSTEE SIGNATURE BLOCK

According to the provisions of the "Real Estate Seller Disclosure Act," the undersigned executor, administrator or trustee is not required to fill out a Seller's Property Disclosure Statement. The executor, administrator or trustee, should, however, disclose any known material defect(s) of the property.

DATE

RECEIPT AND ACKNOWLEDGEMENT BY BUYER

236
237 The undersigned Buyer acknowledges receipt of this Disclosure Statement. Buyer acknowledges that this Statement is not a warranty and that, unless
238 stated otherwise in the sales contract, Buyer is purchasing this property in its present condition. It is Buyer's responsibility to satisfy himself or herself as
239 to the condition of the property. Buyer may request that the property be inspected, at Buyer's expense and by qualified professionals, to determine the condition of the structure or its components.

This Deed

MADE THE 31st Day of August in the year
of our Lord one thousand nine hundred ninety-eight (1998)

BETWEEN JOHN R. BICO and HEIDI L. BICO, his wife, formerly HEIDI L.
COLLINS, of 1112 Treasure Lake, DuBois, PA, 15801,

Grantors,

and JENNIE MATUZICH of 628 First Street, DuBois, PA, 15801

Grantee:

WITNESSETH, that in consideration of SIXTY-NINE THOUSAND NINE HUNDRED and NO/100ths

in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant and convey

ALL that certain tract of land designated as Lot No. 189, Section No. 1,
"Barbados", in the Treasure Lake Subdivision in SANDY TOWNSHIP, Clearfield
County, Pennsylvania, recorded in the Recorder of Deeds Office in Misc.
Docket Map File No. 25.

EXCEPTING AND RESERVING THEREFROM AND SUBJECT TO:

1. All easements, rights of way, reservations, restrictions and limitations
shown or contained in prior instruments of record and in the aforesaid
recorded plan.

2. The Declaration of Restrictions, Treasure Lake, Inc., recorded in Misc.
Book Vol. 146, Page 476; all of said restrictions being covenants which run
with the land.

3. All minerals and mining rights of every kind and nature.

4. A lien of all unpaid charges or assessments as may be made by
Developer or Treasure Lake Property Owners Association, Inc.; which lien
shall run with the land and be an encumbrance against it.

BEING the same premises conveyed to John R. Bico and Heidi L. Collins by
Deed from Robert Altmine, single, and Rickey L. Confer and Wanda M.
Confer, husband and wife, dated May 8, 1997, and recorded in the Office of
the Recorder of Deeds in and for Clearfield County, PA, in Records Book
1845, at Page 144.

VOL 1970 PAGE 322

DUBOIS AREA SCHOOL DISTRICT
1% REALTY TR NSFER TAX
AMOUNT \$ 699.00
PAID 9/23/98 KAREN L. STARCK
Data Agent

I hereby CERTIFY that this document
is recorded in the Recorder's Office of
Tearfield County, Pennsylvania.



Karen L. Starck

Karen L. Starck, Recorder

9-23-98

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 11:57 AM
BY *D. J. Stehlin*
FEES *15.00*
Karen L. Starck, Recorder

NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantees/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:

D. J. Stehlin

Jennie Matuzich

This 22nd day of September 1998

This document may not sell, convey, transfer, include or insure the title to the coal and the right of support underneath the surface land described or referred to herein, and the owner or owners of such coal may have the complete legal right to remove all of such coal, and, in that connection, damage may result to the surface of the land and any house, building or other structure on or in such land. The inclusion of this notice does not enlarge, restrict or modify any legal rights of estates otherwise created, transferred, excepted or reserved by this instrument.

(This Notice is set forth pursuant to Act No. 255, approved September 10, 1965, as amended.)

VOL 1970 PAGE 323

AND, the said grantors, do hereby covenant and agree to and with the said grantees, that they, the grantors and their heirs, executors and administrators, shall and will warrant heirs, executors and administrators, shall and will warrant and forever defend the herein above described premises, with the hereditaments and appurtenances, unto the said grantee her heirs and assigns, against the said grantors, and against every other person lawfully claiming or who shall hereafter claim the same or any part thereof.

IN WITNESS WHEREOF, said grantors have hereunto set their hands and seal the day and year first above written.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF

Sally A. Allgeier

John R. Bico 
Heidi L. Bico formerly 
Heidi L. Collins 


CERTIFICATE OF RESIDENCE

I do hereby certify that the precise residence and complete post office address of the within named grantee is

1065 Treasure Lake
DuBois, PA 15801

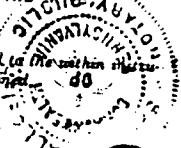
19

D. A. Allgeier

Attorney for Grantee

State of PENNSYLVANIA

County of JEFFERSON

On this, the 18th day of September, 1998 before me, the undersigned officer, personally appeared JOHN R. BICO and HEIDI L. BICO, his wife,  formerly HEIDI L. COLLINS

known to me (or satisfactorily proven) to be the person whose name are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have set my hand and official seal.

Notarial Seal
Sally A. Allgeier, Notary Public
Brookway Boro, Jefferson County
My Commission Expires March 28, 1999
Member, Pennsylvania Association of Notaries

Sally A. Allgeier 

VOL 1970 PAGE 324

State of
County of
On this, the
undersigned officer, personally appeared

day of

, 19 , before me, the

known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.
IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Title of Officer.

Deed

JOHN R. BICO and
HEIDI L. BICO, his wife,
formerly HEIDI L. COLLINS

TO

JENNIE MATUZICH

WARRANTY

FERRARO & YOUNG
ATTORNEYS AT LAW
BROCKWAY, PA 15824
PUNXSUTAWNEY, PA 15767

COMMONWEALTH OF PENNSYLVANIA

County of _____

Recorded on this _____ day of _____

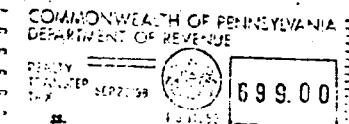
A. D. 19_____, in the Recorder's Office of said County, in Deed Book

Vol. _____ Page _____

Given under my hand and the seal of the said office, the date above written.

Recorder

Entered at Record 9-23 1998 : 11:58 AM Karen L. Stark, Recorder



MGM

CONSTRUCTION, INC.

GENERAL CONTRACTING

COMMERCIAL & RESIDENTIAL

Jennie Matuzich
1065 Treasure Lake
DuBois, PA 15801

November 25, 1998

RE: ROOF REPLACEMENT

1. Remove existing shingles, felt, and drip edge. Dispose of debris.
2. Inspect and re-nail any sheathing as necessary.
3. Furnish and install new drip edge, 15# felt, 65# rolled roofing valleys, and new 25 year warranted shingles. Install ice and water shield along bottom edges.
4. Install two new aluminum roof vents.
5. Clear up and dispose of debris upon completion.

Complete Cost of Material & Labor \$3,925.00

Submitted By Mark Hale Date 11-27-98

Accepted By _____ Date _____

MGM

CONSTRUCTION, INC.

GENERAL CONTRACTING

COMMERCIAL & RESIDENTIAL

Jennie Matuzich
1065 Treasure Lake
DuBois, PA 15801

November 25, 1998

RE: LEAKING ROOF

Mrs. Matuzich,

In regards to your complaint of several leaks in your roof, of your home at 1065 Treasure Lake, I did a visual inspection of the roof surface on November 17, 1998. It is my opinion that although the roof does appear to be relatively new, the valleys appear to be improperly installed. This could cause leaking. It also appears that someone had applied roof cement to the cutouts in the shingles in several of the valleys. This would lead me to believe that there had been a problem in the past. It is my opinion that due to the number of valleys, (8), and large area to be repaired, the best way to fix the problem would be to remove all of the roof shingles and install new ones. Please see enclosed quotation to cover the cost of replacement.

Sincerely,



MGM Construction Inc.

Proposal

371-3193

FROM

W. W. GILDESSER
 TREASURE LAKE 335
 DuBois PA

Proposal No.**Sheet No.****Date****Proposal Submitted To****Work To Be Performed At**

Name _____	Street _____
Street _____	City _____ State _____
City _____	Date of Plans _____
State _____	Architect _____
Telephone Number _____	

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of

TEAR OFF AND TO INSTALL NEW ROOF AND SHELTER	6300.00
REPAIR ALL DAMAGED CEILINGS AND WALLS	6000.00
REMOVE SUB FLOOR	4200.00
REPLACE ROTEN FLOOR JOISTS AND SUB FLOORS	7000.00
JACK UP HOUSE AND REPLACE BIM PLATES	3300.00
REPLACE CENTER BATH	1300.00
INSTALL NEW WOOD FLOORING - CARPET AND TRIM	7500.00
FIX RELATED PLUMBING AND ELECTRICAL	2500.00
PAINT AND FINISH WORK	1800.00

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of Dollars (\$ 39,900.00) with payments to be made as follows:

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by _____

Respectfully submitted

W. W. Gildeesser

Per _____

Note — This proposal may be withdrawn by us if not accepted within _____ days

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted _____ Signature _____

Date _____ Signature _____

Exhibit

LEE—SIMPSON ASSOCIATES, INC., CONSULTING ENGINEERS

203 W. Weber Avenue
PHONE: 814-371-7750

P.O. Box 504

DuBois, PA 15801
FAX: 814-371-8864



March 25, 1999

Jennie Matuzich
1065 Treasure Lake
DuBois, PA 15801

**Re: Structural Inspection
Matuzich Residence
Treasure Lake, Section 23, Lot 109
DuBois, PA**

Dear Jennie Matuzich:

On March 23, 1999 our firm conducted a structural inspection of the referenced residence.

The results of this inspection are described as follows:

1. **Roof/Attic:** In the attic on the northwest end of the house, the roof sheeting, joists, soffit, and ceiling along the rear (northeast) 3 feet of the structure was observed to be wet. The roof slope was measured to be approximately 3 on 12 and the roof was protected by conventional asphalt shingles. A roof vent was observed in the middle of the roof halfway to the peak.
2. **Interior:** Water damage to the ceiling was apparent in all three bedrooms. The last bedroom floor was humped beneath the carpet in areas near the rear wall of the house where the floor had reportedly been wet.
3. **Foundation/Crawl Space:** Several problems were observed beneath the house. The foundation walls have two stepped cracks at the northwest and northeast ends. The crack on the northeast (rear) wall has opened approximately 0.5" laterally.

The main floor beam showed evidence of substantial decay along its entire length, on the top and bottom. The sides were covered with newer wood planks and thus were not visible. Approximately one half of the floor joists showed signs of decay along their lower edges. Much of each joist and all of the floor sheeting was not visible due to the insulation installed. The wood plate on the northeast (rear) wall had been replaced for one third of its length over the crawl space entrance. Another one third was decayed and crumbling beneath the weight of the floor joists. Several floor joists near the crawl space entrance that were severely decayed had been reinforced with a new plank.

In summary, there is considerable evidence of water infiltration through the roof system and water damage to the interior of the home. The floor system shows evidence of long term attack by decay fungi throughout the house. It is not possible to determine the total extent of the damage without destructive measures such as removal of insulation and carpeting, opening walls, etc.

Exhibit

"F"

LEE-SIMPSON ASSOCIATES, INC.

To: Jennie Matuzich
1065 Treasure Lake
DuBois, PA 15801

Re: **Structural Inspection**
Matuzich Residence

It is our opinion that the damage has occurred due to the inadequate slope of the roof for the shingles and vents installed in combination with inadequate ventilation of the crawl space. Moisture was allowed to enter through the roof and foundation walls which then encouraged the fungi growth.

Please contact us with any questions.

Very truly yours,

LEE-SIMPSON ASSOCIATES, INC.



Scott D. Kuselman, P.E.

sdk/js

cc: Dave Hopkins

FILED

JUL 17 2000

M 11:30 am rec'd
William A. Shaw

Prothonotary

EPA

STETLER & CRIBBIN

ATTORNEYS AT LAW
138 EAST MARKET STREET
P. O. BOX 2588
YORK, PENNSYLVANIA 17405

IN THE COURT OF COMMON PLEAS, CLEARFIELD COUNTY, PENNSYLVANIA

Jennie Errigo Matuzich,
Plaintiff

NO. 2000-757-CD

-vs-

John R. Bico and Heidi L. Bico, Network
Realty Services, and Hoffer Realty Associates,
Defendants

PRAECIPE FOR THE ENTRY OF APPEARANCE

TO THE PROTHONOTARY, William A. Shaw:

Please enter the appearance of Stetler & Gribbin as attorneys for Defendant, Hoffer Realty
Associates, only.

Respectfully submitted,

STETLER & GRIBBIN

By:

David Mills, Esquire
Supreme Court No. 37192
138 East Market Street
PO Box 2588
York, PA 17405-2588
(717) 854-9506

Attorneys for Defendant, Hoffer Realty
Associates

Dated: 14 July 2000

FILED

JUL 17 2000
11:36 pm
William A. Shaw
Prothonotary

CERTIFICATE OF SERVICE

I, David Mills, Esquire, hereby certify that I served a true and correct copy of the foregoing
PRAECIPE FOR THE ENTRY OF APPEARANCE by first-class mail, postage prepaid on the
following:

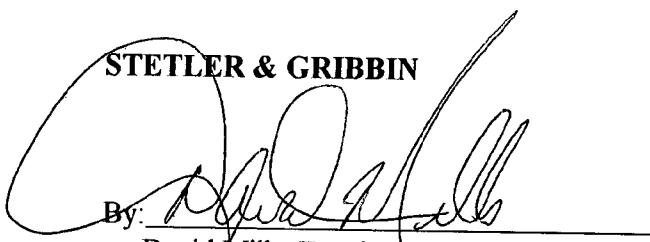
John R. Ryan, Esquire
Colavecchi, Ryan & Colavecchi
221 East Market Street
PO Box 131
Clearfield, PA 16830

Network Realty Services
1400 Clark Street
Brockway, PA 15824

No service was made on the following party because the address is not complete and no
counsel has entered an appearance for:

Mr. and Mrs. John R. Bico
Falls Creek, PA 15840

Dated: 14 July 2000


STETLER & GRIBBIN
By: 

David Mills, Esquire
Supreme Court No. 37192
138 East Market Street
PO Box 2588
York, PA 17405-2588
(717) 854-9506
Attorneys for Defendant, Hoffer Realty
Associates

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

JENNIE ERRIGO MATUZICH,

No. 00-757-CD

Plaintiff,

Issue No.

v.

PRAECLPE FOR APPEARANCE

JOHN R. BICO and HEIDI L. BICO;
NETWORK REALTY SERVICES; and
HOFFER REALTY ASSOCIATES,

Code:

Defendant.

Filed on behalf of DEFENDANT,
NETWORK REALTY SERVICES

Counsel of record for this party:

Frank M. Gianola, Esq.
Pa. I.D. #28574

DICKIE, McCAMEY & CHILCOTE, P.C.
Firm #067
Two PPG Place, Suite 400
Pittsburgh, PA 15222-5402

(412) 281-7272

JURY TRIAL DEMANDED

FILED

JUL 21 2000

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

JENNIE ERRIGO MATUZICH, :
Plaintiff, :
v. : No. 00-757 CD
: :
JOHN R. BICO and HEIDI L. BICO; :
NETWORK REALTY SERVICES; :
and HOFFER REALTY ASSOCIATES, :
Defendant. :
:

PRAECIPE FOR APPEARANCE

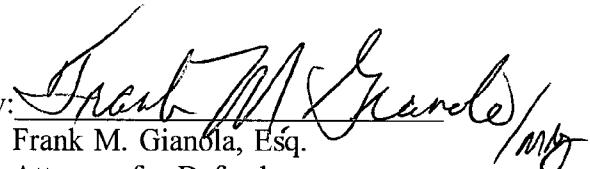
TO: PROTHONOTARY

SIR:

You are hereby directed to enter our Appearance on behalf of the Defendant,
NETWORK REALTY SERVICES, in the above-captioned action.

DICKIE, McCAMEY & CHILCOTE, P.C.

By:


Frank M. Gianola, Esq.
Attorney for Defendant
NETWORK REALTY SERVICES

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within Praecipe for Appearance was served on all counsel of record this 17th day of July, 2000, by U.S. First Class Mail, Postage Prepaid.

DICKIE, McCAMEY & CHILCOTE, P.C

By: Frank M. Gianola, Esq.
Frank M. Gianola, Esq.
Attorney for Defendant

FILED

JUL 21 2000

mlm/no/c
William A. Shaw
Prothonotary

key

(4)

JOHN R. RYAN

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MATUZICH, JENNIE ERRIGO
VS
BICO, JOHN R.

00-757-CD

COMPLAINT

SHERIFF RETURNS

NOW JUNE 30, 2000 AT 11:05 AM DST SERVED THE WITHIN
COMPLAINT ON HOFFER REALTY ASSOCIATES, DEFENDANT AT
EMPLOYMENT, 700 LIBERTY BLVD., DUBOIS, CLEARFIELD COUNTY,
PENNSYLVANIA BY HANDING TO CONNIE WINTERHALTER, SECRETARY A
TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE
KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: MCINTOSH/MORGILLO

NOW JUNE 27, 2000, THOMAS DEMKO, SHERIFF OF JEFFERSON COUNTY
WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD
COUNTY TO SERVE THE WITHIN COMPLAINT ON NETWORK REALTY
SERVICES; JOHN R. BICO AND HEIDI L. BICO, DEFENDANTS.

NOW JUNE 30, 2000 SERVED THE WTIHIN COMPLAINT ON NETWORK
REALTY SERVICES, DEFENDANT BY DEPUTIZING THE SHERIFF OF
JEFFERSON COUNTY. THE RETURN OF SHERIFF DEMKO IS HERETO
ATTACHED AND MADE A PART OF THIS RETURN STATING THAT HE
SERVED AUDRIE FREEMER, AGENT FOR DEFENDANT.

NOW JULY 6, 2000 ATTEMPTED TO SERVE THE WITHIN COMPLAINT ON
JOHN R. BICO AND HEIDI L. BICO, DEFENDANTS BY DEPUTIZIG THE
SHERIFF OF JEFFERSON COUNTY. THE RETURN OF SHERIFF DEMKO IS
HERETO ATTACHED AND MADE A PART OF THIS RETURN MARKED "NOT
FOUND" NEW ADDRESS: 54 GARDEN TERRACE, PITTSBURGH, PA. 15221

NOW JULY 14, 2000 PETER DEFAZIO, SHERIFF OF ALLEGHENY COUNTY
WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD
COUNTY TO SERVE THE WITHIN COMPLAINT ON JOHN R. BICO AND
HEIDI L. BICO, DEFENDANTS.

FILED

AUG - 4 2000

William A. Shaw
Prothonotary

JOHN R. RYAN

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MATUZICH, JENNIE ERRIGO
VS
BICO, JOHN R.

00-757-CD

COMPLAINT

SHERIFF RETURNS

NOW JULY 19, 2000 SERVED THE WITHIN COMPLAINT ON JOHN R. BICO AND HEIDI L. BICO, DEFENDANTS BY DEPUTIZING THE SHERIFF OF ALLEGHENY COUNTY. THE RETURNS OF SHERIFF DEFAZIO ARE HERETO ATTACHED AND MADE A PART OF THIS RETURN STATING THAT HE SERVED BOTH COPIES ON HEIDI L. BICO, DEFENDANT AND WIFE.

JOHN R. RYAN

MATUZICH, JENNIE ERRIGO
VS
BICO, JOHN R.

00-757-CD

CHARGES

COMPLAINT

70.61 SHFF. HAWKINS PAID BY: ATTY.
45.64 SHFF. DEMKO PAID BY: ATTY.
48.00 SHFF. DEFAZIO PAID BY: ATTY.
6.00 NOTARY PAID BY: ATTY.
40.00 SURCHARGE PAID BY: ATTY.

SWORN TO BEFORE ME THIS

4th DAY OF August 2000
William A. Shaw

SO ANSWERS,

Chester A. Hawkins

by Marilyn Harr

CHESTER A. HAWKINS
SHERIFF

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

SHERIFF'S RETURN
Jefferson County, Pennsylvania

9848

No. 757 C.D. 2000

Personally appeared before me, Terry Fedigan, Deputy for Thomas A. Demko, Sheriff of Jefferson County, Pennsylvania, who according to law deposes and says that on June 30, 2000 at 11:20 o'clock A.M. served the Notice and Complaint upon NETWORK REALTY SERVICES, Defendant, at place of business, 1400 Clark Street, Borough of Brockway, County of Jefferson, State of Pennsylvania by handing to Audrie Freemer, Agent and adult person in charge at time of service, a true copy of the Notice and Complaint, and by making known to her the contents thereof.

Now, July 6, 2000 I return the Notice and Complaint for JOHN R. BICO and HEIDI L. BICO, Defendants, to Clearfield County, marked "not found, new address is 54 Garden Terrace, Pittsburgh, PA 15221".

Advance Costs Received:	\$125.00
My Costs:	\$ 43.64 Paid
Prothy:	\$ 2.00
Total Costs:	\$ 45.64
Refunded:	\$ 79.36

Sworn and subscribed
to before me this 11th
day of July 2000
By Terry Fedigan

**PROTHONOTARY
CLERK OF COURTS**
My Commission Expires
1st Monday of January 2002.
Jefferson County, PA

So Answers,

Terry Fedigan Deputy
Thomas A. Demko Sheriff
JEFFERSON COUNTY, PENNSYLVANIA

FILED
013:15pm
AUG - 4 2000

William A. Shaw
Prothonotary

cc
432

K. LUSH
PETER R. DEFAZIO
Sheriff

ALLEGHENY COUNTY SHERIFF'S DEPARTMENT

436 GRANT STREET
PITTSBURGH, PA 15219-2496
PHONE (412) 350-4700

2000
DENNIS SKOSNIK
Chief Deputy

PLAINTIFF JENNIE ERRIGO MATUZICH

VS.

DEFT. HEIDI L. BICO

ADD. DEFT. 54 Garden Terrace

ADD. DEFT. Pittsburgh, Pa. 15221

GARNISHEE

ADDRESS

MUNICIPALITY or CITY WARD

DATE: 19

ATTY'S Phone 814-765-1566

INDICATE TYPE OF SERVICE: PERSONAL PERSON IN CHARGE DEPUTIZE CERT. MAIL POSTED OTHER LEVY SEIZED & STORE

Now, July 14 2000, SHERIFF OF ~~ALLEGHENY~~ COUNTY, PA do hereby depelize the Sheriff of

ALLEGHENY

ATTY.

John Ryan

ADDRESS

224 E. Market St., PO Box 131

Clearfield, Pa. 16830

Clearfield

County to execute this Writ and make return thereof according to law

NOTE: ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN - Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person or attachment without liability on the part of such deputy herein for any loss, destruction or removal of any property before sheriff's sale thereof.

Seize, levy, advertise and sell all the personal property of the defendant on the premises located at: _____

MAKE

MODEL

MOTOR NUMBER

SERIAL NUMBER

LICENSE NUMBER

SHERIFF'S OFFICE USE ONLY

I hereby CERTIFY AND RETURN that on the 19 day of July, 192000 at 12:22 o'clock A.M./P.M. Address Above/Address Below. County of Allegheny, Pennsylvania

I have served in the manner described below:

Defendant(s) personally served.

Adult family member with whom said Defendant(s) reside(s). Name & Relationship _____

Adult in charge of Defendant's residence who refused to give name or relationship. _____

Manager/Clerk of place of lodging in which Defendant(s) reside(s). _____

Agent or person in charge of Defendant(s) office or usual place of business. _____

Other _____

Property Posted _____

Defendant not found because: Moved Unknown No Answer Vacant Other _____

Certified Mail Receipt _____ Envelope Returned _____ Neither receipt or envelope returned: writ expired _____

Regular Mail Why _____

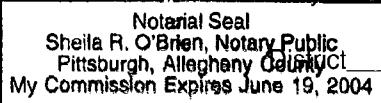
You are hereby notified that on _____, 19 _____, levy was made in the case of _____
Possession/Sale has been set for _____, 19 _____ at _____ o'clock.

YOU MUST CALL DEPUTY ON THE MORNING OF SALE/POSSESSION BETWEEN 8:30 - 9:30 A.M.

ATTEMPTS _____ / _____ / JUL 24 2000 / _____ / _____ / _____

PETER R. DEFAZIO, Sheriff

Additional Costs Due \$ _____, This is placed
on writ when returned to Prothonotary. Please check before
satisfying case.



Wm. Glaser
Deputy

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

Jennie Errigo Matuzich,
Plaintiff

v.

John R. Bico and Heidi L.
Bico, et al.
Defendants

No. 00-757-CD

ANSWER OF DEFENDANT, HOFFER
REALTY ASSOCIATES, WITH NEW
MATTER AND CROSSCLAIM

STETTLER & GRIBBIN

ATTORNEYS AT LAW
138 EAST MARKET STREET
P. O. BOX 2588
YORK, PENNSYLVANIA 17405

FILED
S 20 PM
AUG 14 2000

William A. Shaw

Prothonotary (Assw)

Time Stamp Copy No. 107
Time Stamp Copy No. 107

IN THE COURT OF COMMON PLEAS, CLEARFIELD COUNTY, PENNSYLVANIA

Jennie Errigo Matuzich,
Plaintiff

No. 00-757-CD

v.

John R. Bico and Heidi L. Bico,
Network Realty Services, and Hoffer
Realty Associates,
Defendants

NOTICE TO PLEAD

TO: Jennie Errigo Matuzich
c/o John R. Ryan, Esquire
Colavecchi, Ryan & Colavecchi
221 East Market Street
PO Box 131
Clearfield, PA 16830

John R. Bico and Heidi L. Bico
54 Garden Terrace
Pittsburgh, PA 15221

Network Realty Services
c/o Frank Gianola, Esquire
Bichie, McCamey & Chilcote
Suite 400
2 PPG Place
Pittsburgh, PA 15222-5402

FILED

AUG 14 2000

William A. Show
Prothonotary

You are hereby notified to file a written response to the enclosed Answer of Defendant, Hoffer Realty Associates, with New Matter and Crossclaim, within twenty (20) days from service hereof or a judgment may be entered against you.

Dated: 10 August 2000

STETLER & GRIBBIN

BY: David Mills

David Mills, Esquire
Supreme Court No. 37192
138 East Market Street
P.O. Box 2588
York, PA 17405-2588
(717) 854-9506

Attorneys for Defendant, Hoffer Realty Associates

IN THE COURT OF COMMON PLEAS, CLEARFIELD COUNTY, PENNSYLVANIA

Jennie Errigo Matuzich, : No. 00-757-CD
Plaintiff :
:

v. :
:

John R. Bico and Heidi L. Bico, :
Network Realty Services, and Hoffer :
Realty Associates, :
Defendants :
:

**ANSWER OF DEFENDANT, HOFFER REALTY ASSOCIATES,
WITH NEW MATTER AND CROSSCLAIM**

AND NOW, this 2nd day of August 2000, comes Defendant, Hoffer Realty Associates, by its attorneys, Stetler & Gribbin, which answers the Complaint with New Matter and Crossclaim, as follows:

1. Admitted.
2. Denied. Hoffer Realty Associates is a fictitious name for a business that has a principal place of business at 700 Liberty Boulevard, DuBois, Pennsylvania. After reasonable investigation, Defendant, Hoffer Realty Associates, is without knowledge or information sufficient to form a belief as to the truth of the remainder of this averment.
3. Admitted in part. On August 11, 1998, Plaintiff offered to purchase the real property and improvements thereon located at Section 1, Lot 189 in the Treasure Lake subdivision of Sandy Township, Clearfield County, Pennsylvania for the sum of \$64,000.00. Denied in part. Defendants, John R. Bico and Heidi L. Bico, did not accept the offer on August 11, 1998. On the contrary, Defendants, John R. Bico and Heidi L. Bico, counter-offered to sell the property to Plaintiff for the sum of \$69,900.00 on August 13, 1998.

4. Admitted.
5. Admitted in part. Defendants, John Bico and Heidi Bico, supplied a Seller's Property Disclosure Statement on August 13, 1998. Denied in part. The Seller's Property Disclosure Statement was provided to Plaintiff on August 13, 1998, the same day as the acceptance of the counteroffer, and states, among other things:

This Statement discloses Seller's knowledge of the condition of the property as of the date signed by Seller and **is not a substitute for any inspections or warranties that Buyer may wish to obtain.** This Statement is not a warranty of any kind by Seller or a warranty or representation by any listing real estate broker (Agent for Seller), any real estate broker, or their agents. Buyer is encouraged to address concerns about the condition of the property that may not be included in this Statement. This Statement does not relieve Seller of the obligation to disclose a material defect that may not be addressed on this form.

A material defect is a problem with the property or any portion of it that would have a significant adverse impact on the value of the residential real property or that involves an unreasonable risk to people on the land.

6. Admitted.
7. Denied. On August 13, 1998, Plaintiff accepted the counteroffer of Defendant to pay the sum of \$69,900.00 at settlement on or before September 25, 1998. The property was transferred by Deed, dated August 31, 1998, on September 22, 1998.

8. Admitted in part. On October 15, 1998, Plaintiff complained that the roof was leaking. Denied in part. Plaintiff contacted Defendant, Hoffer Realty Associates. After reasonable investigation, Defendant, Hoffer Realty Associates, is without knowledge or information sufficient to form a belief as to the truth of the remainder of this averment.

- 9-11. After reasonable investigation, Defendant, Hoffer Realty Associates, is without knowledge or information sufficient to form a belief as to the truth of these averments.

12. Admitted in part. Plaintiff employed Scott D. Kunselman, P.E., of Lee-Simpson Associates, Inc. to conduct a structural inspection of the property on March 23, 1999. After reasonable investigation, Defendant, Hoffer Realty Associates, is without knowledge or information sufficient to form a belief as to the truth of the remainder of this averment.

13-14. After reasonable investigation, Defendant, Hoffer Realty Associates, is without knowledge or information sufficient to form a belief as to the truth of these averments.

15. Denied. Defendant, Hoffer Realty Associates, did not know that Jack Duttry or any of his employees inspected the real property and improvements thereon located at 1065 Treasure Lake, Clearfield County, Pennsylvania and did not know that Ann Cristini called Jack Duttry to chastise him for telling the owners that the property was in any condition.

COUNT I
JENNIE ERRIGO MATUZICH v. JOHN R. BICO AND HEIDI L. BICO

16. The answers contained in paragraphs 1 through 15 are incorporated herein by reference thereto.

17. The allegation is a conclusion of law to which no answer is required. To the extent the allegation contains averments of fact, after reasonable investigation, Defendant, Hoffer Realty Associates, is without knowledge or information sufficient to form a belief as to the truth of this matter.

18. After reasonable investigation, Defendant, Hoffer Realty Associates, is without knowledge or information sufficient to form a belief as to the truth of this averment.

19. The allegation is a conclusion of law to which no answer is required. To the extent the allegation contains averments of fact, after reasonable investigation, Defendant, Hoffer Realty Associates, is without knowledge or information sufficient to form a belief as to the truth of this matter.

20. After reasonable investigation, Defendant, Hoffer Realty Associates, is without knowledge or information sufficient to form a belief as to the truth of this averment.

21. The allegation is a conclusion of law to which no answer is required. To the extent the allegation contains averments of fact, after reasonable investigation, Defendant, Hoffer Realty Associates, is without knowledge or information sufficient to form a belief as to the truth of this matter.

a. After reasonable investigation, Defendant, Hoffer Realty Associates, is without knowledge or information sufficient to form a belief as to the truth of this averment.

b. The allegation was not reproduced sufficiently to allow Defendant, Hoffer Realty Associates, to answer or deny.

c. After reasonable investigation, Defendant, Hoffer Realty Associates, is without knowledge or information sufficient to form a belief as to the truth of this averment.

WHEREFORE, Defendant, Hoffer Realty Associates, respectfully requests this Honorable Court to enter judgment in its favor and against Plaintiff.

COUNT II
JENNIE ERRIGO MATUZICH v. NETWORK REALTY SERVICES

22. The answers contained in paragraphs 1 through 21 are incorporated herein by reference thereto.

23. Admitted.

24. The allegation is a conclusion of law to which no answer is required. To the extent the allegation contains averments of fact, after reasonable investigation, Defendant, Hoffer Realty Associates, is without knowledge or information sufficient to form a belief as to the truth of this matter.

25. After reasonable investigation, Defendant, Hoffer Realty Associates, is without knowledge or information sufficient to form a belief as to the truth of this averment.

26. The allegation is a conclusion of law to which no answer is required. To the extent the allegation contains averments of fact, after reasonable investigation, Defendant, Hoffer Realty Associates, is without knowledge or information sufficient to form a belief as to the truth of this matter.

27. After reasonable investigation, Defendant, Hoffer Realty Associates, is without knowledge or information sufficient to form a belief as to the truth of this averment.

WHEREFORE, Defendant, Hoffer Realty Associates, respectfully requests this Honorable Court to enter judgment in its favor and against Plaintiff.

COUNT III
JENNIE ERRIGO MATUZICH v. HOFFER REALTY ASSOCIATES

28. The answers contained in paragraphs 1 through 27 are incorporated herein by reference thereto.

29. Admitted.

30. The allegation is a conclusion of law to which no answer is required.

31. Denied. Defendant, Hoffer Realty Associates, its agents or employees, had no knowledge of material defects in the premises, other than those disclosed on the Sellers' Property Disclosure Statement and those for which contingency was made in the Agreement for the Sale

of Real Estate. Defendant, Hoffer Realty Associates, its agents and employees, had no knowledge that Jack Duttry or any of his employees inspected the premises. Defendant, Hoffer Realty Associates, made disclosure of all defects set forth in the Seller Property Disclosure Statement and those for which contingency was made in the Agreement for the Sale of Real Estate.

32. The allegation is a conclusion of law to which no answer is required.

33. The allegation is a conclusion of law to which no answer is required.

WHEREFORE, Defendant, Hoffer Realty Associates, respectfully requests this Honorable Court to enter judgment in its favor and against Plaintiff.

NEW MATTER

34. The allegations of fact contained in the Answers hereinabove are incorporated herein by reference thereto.

35. Plaintiff waived the right to have the property inspected by a professional contractor or home inspection service and to include inspections of structural components, roof, exterior windows, exterior doors, exterior siding, fascia, gutters, downspouts, appliances, electrical, plumbing, heating, and cooling systems, water penetration, and all other items that she, as buyer, might select.

36. Plaintiff waived the right to have the property inspected for wood infestation and structural damage.

37. Plaintiff released, quitclaimed, and forever discharged seller, all agents, their subagents, employees, and any officer or partner of any one of them and any other person, firm, or corporation who might be liable by or through them, from any and all claims, losses or

demands, including, but not limited to, property damage and all of the consequences thereof, whether known or not known, which might arise from any defects or condition on the property.

38. The Plaintiff's Release of Defendant, Hoffer Realty Associates, survived the settlement that occurred on September 22, 1998.

39. Plaintiff understood that any representations, claims, advertising, promotional activities, brochures or plans of any kind made by seller, agents or their employees were not a part of the Agreement for the Sale of Real Estate, dated August 11, 1998, unless each was expressly incorporated or stated in the Agreement.

40. Plaintiff inspected the property before signing the Agreement of Sale, dated August 11, 1998.

41. Plaintiff's inspection was conducted in the presence of and/or with the assistance of Nancy Hoskins, Bill Hoskins, and another individual who was the agent, servant, or representative of the Plaintiffs, and not the agent, servant, or representative of Defendant, Hoffer Realty Associates.

42. Plaintiff's negligence in failing to retain the services of an inspector of the property, on or before the date on which the Agreement for the Sale of Real Estate was executed, bars the recovery of the Plaintiff for an award of damages or for equitable relief.

43. Plaintiff did not tender the consideration for the property back to sellers, John R. Bico and Heidi L. Bico.

44. The failure of the Plaintiff to tender back the consideration for the property is a waiver of her claims for fraud.

45. Plaintiff has failed to mitigate her damages.

46. Plaintiff has pleaded the wrong measure of damages for a claim of non-disclosure, fraud, or deceit.

47. Plaintiff has failed to plead a cause of action for misrepresentation.

48. Plaintiff fails to state a claim upon which punitive damages can be awarded.

49. The allegation that Defendant, Hoffer Realty Associates, its employees or agents, knew of an inspection of the real estate and improvements thereon located at 1065 Treasure Lake, Clearfield County, Pennsylvania is not based in fact.

WHEREFORE, Defendant, Hoffer Realty Associates, respectfully requests this Honorable Court to enter judgment in its favor and against Plaintiff.

**NEW MATTER IN THE NATURE OF A CROSSCLAIM AGAINST DEFENDANTS,
JOHN R. BICO AND HEIDI L. BICO AND NETWORK REALTY SERVICES**

50. The allegations of fact contained in paragraphs 1 through 49 in the Answer with New Matter are incorporated herein by reference thereto.

51. If the allegation, which Plaintiff has made, were true that Defendants, John R. Bico and Heidi L. Bico, and/or Defendant, Network Realty Services, knew of an inspection of the property by Jack Duttry and/or his employees, but failed to disclose this information to Defendant, Hoffer Realty Associates, then, each had an independent obligation to inform Defendant, Hoffer Realty Associates, of these facts.

52. The failure to inform Defendant, Hoffer Realty Associates, is negligence.

53. Plaintiff avers that she relied upon only the information that was conveyed to her, but that the information of an inspection of the property by Jack Duttry and/or his employees was material to a decision to purchase the property.

54. If the Plaintiff's allegations were true, then the difference between the price that she paid and the actual value of the property is the measure of damages.

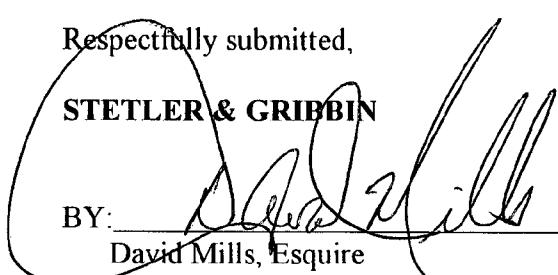
WHEREFORE, Defendant, Hoffer Realty Associates, respectfully requests this Honorable Court to enter judgment in its favor and against Defendants, John R. Bico and Heidi L. Bico, and Defendant, Network Realty Services, for sole liability, joint and several liability, and liability over to Defendant, Hoffer Realty Associates, on claims of contribution and indemnity.

Dated: 10 August 2000

Respectfully submitted,

STETLER & GRIBBIN

BY:


David Mills, Esquire
Supreme Court No. 37192
138 East Market Street
P.O. Box 2588
York, PA 17405-2588
(717) 854-9506
Attorneys for Defendant, Hoffer Realty Associates

VERIFICATION

I, Mark Hoffer, state upon personal knowledge or information that I believe to be true that the facts in the ANSWER OF DEFENDANT, HOFFER REALTY ASSOCIATES, WITH NEW MATTER AND CROSSCLAIM, are true.

I understand that false statements herein are made subject to the criminal penalties of 18 Pa. C.S. Sec. 4904, relating to unsworn falsification to authorities.

HOFFER REALTY ASSOCIATES

Dated: 8-7-00

By: Mark Hoffer
Title: Broker HOFFER REALTY ASSOC.

CERTIFICATE OF SERVICE

I, David Mills, Esquire, hereby certify that I have served a true and correct copy of the foregoing ANSWER OF DEFENDANT, HOFFER REALTY ASSOCIATES, WITH NEW MATTER AND CROSSCLAIM upon counsel and unrepresented parties, by depositing a copy of same in the United States Mail, regular delivery, postage prepaid as follows:

John R. Ryan, Esquire
Colavecchi, Ryan & Colavecchi
221 East Market Street
PO Box 131
Clearfield, PA 16830

John R. Bico and Heidi L. Bico
54 Garden Terrace
Pittsburgh, PA 15221

Frank Gianola, Esquire
Bichie, McCamey & Chilcote
Suite 400
2 PPG Place
Pittsburgh, PA 15222-5402

Dated: 10 August 2000

STETLER & GRIBBIN

BY:

David Mills, Esquire
Supreme Court No. 97192
138 East Market Street
P.O. Box 2588
York, PA 17405-2588
(717) 854-9506

Attorneys for Defendant, Hoffer Realty Associates

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

JENNIE ERRIGO MATUZICH, : No. 00-757-CD
Plaintiff :
vs. : ANSWER and NEW MATTER
: .
JOHN R. BICO and HEIDI L. BICO; :
NETWORK REALTY SERVICES; :
and HOFFER REALTY ASSOCIATES, :
Defendants : .

ANSWER

1. Admitted.
2. a. It is admitted that Defendants herein are John R. Bico and Heidi L. Bico, however, their current address is 54 Garden Terrace, Pittsburgh, PA 15221.
2. b. Defendants are without sufficient information or knowledge as to the location of Network Realty Services.
2. c. Defendants are without sufficient information or knowledge as to the location of Hoffer Realty Associates.
3. Admitted.
4. Admitted.
5. Admitted in part and denied in part. It is denied that the Seller's Property Disclosure Statement was intended to place Plaintiff on notice of all "material defects", instead, said Disclosure Statement was intended to place Plaintiff on notice of all "known material defects". All other averments in said paragraph are hereby admitted.
6. Admitted.

7. Admitted.
8. Admitted in part and denied in part. It is admitted that shortly after taking possession of the premises, Plaintiff contacted Defendants Bico regarding water leakage. However, it is denied that the Bicos refused to do anything about her complaints, and, in fact, contacted Palumbo Contracting to inspect the roof and found no leakage. In addition, Defendants are without any information or knowledge as to whether the roof had leaked at all and strict proof of the same is hereby demanded at trial.
9. Denied. Defendants are without information or knowledge regarding any of the averments in this paragraph and strict proof of the same is hereby denied at trial.
10. Denied. Defendants are without information or knowledge regarding any of the averments in this paragraph and strict proof of the same is hereby denied at trial.
11. Denied. Defendants are without information or knowledge regarding any of the averments in this paragraph and strict proof of the same is hereby denied at trial.
12. Defendants are without information or knowledge regarding any of the averments in this paragraph and strict proof of the same is hereby denied at trial.
13. Denied. Defendants herein deny that they attempted to employ a local contractor, namely, Jack Duttry, to repair the roof. Instead, they requested a quote from Mr. Duttry to make cosmetic repairs to other areas of the home. Said repairs were eventually completed by another contractor at least one year prior to the sale of the property to the Plaintiffs.
14. Denied. It is specifically denied that Mr. Duttry and any of his employees informed Defendants that the house could not be repaired and that the best course of

action would be to demolish the entire structure. Furthermore, Mr. Duttry did give a quote to the Defendants, Bico, to make cosmetic repairs, and made no statements regarding any other damages within the house.

15. Denied. It is specifically denied that any of Mr. Duttry's inspection and/or conclusions regarding the condition of the premises were made known to the Defendants. In addition, Defendants, Bico, did disclose any and all known defects with the house on the disclosure form as attached in the Plaintiff's Complaint. As to the averments regarding Ann Cristini, Defendants are without information or knowledge regarding the truth of said averments and strict proof of the same is hereby denied at trial.

COUNT I

JENNIE ERRIGO MATUZICH VS. JOHN R. BICO AND HEIDI L. BICO

16. No responsive pleading is required for this paragraph.
17. Objection. The averments of the Defendants in this paragraph constitute a legal conclusion that requires no responsive pleading.
18. It is specifically denied that Defendants failed to disclose the condition of the property, and, in fact, did disclose all known material defects regarding the property at the time the disclosure form was completed.
19. Admitted.
20. Denied. Defendants herein did make full disclosure to Plaintiff regarding any known material defects, and furthermore, had no reason to know of any other problems existing with the premises as they had lived in the house for a period of at least one year after the roof was repaired and experienced no further signs of roof leakage.
21. Denied. The averments made in this paragraph constitute a legal conclusion, which required no responsive pleading. In addition, Defendants, Bico, have acted prudently and honestly in every representation made to the Plaintiff herein. Furthermore,

and all damages as described in the averments made in this paragraph are unknown to Defendants, Bico, and strict proof of the same is hereby demanded at trial.

WHEREFORE, Defendants respectfully request this Honorable Court to enter judgment in their favor and against Plaintiff.

COUNT II

JENNIE ERRIGO MATUZICH VS. NETWORK REALTY SERVICES

COUNT III

JENNIE ERRIGO MATUZICH VS. HOFFER REALTY ASSOCIATES

Paragraphs 22-33. Defendants are without information or knowledge as to the truth of the averments in these paragraphs, as they relate solely to Defendants, Network Realty Services and Hoffer Realty Associates.

NEW MATTER

34. Paragraphs 1 through 33 are hereby incorporated by reference as hereby set forth at length.

35. Defendants, Bico, herein fully and accurately disclosed to the Plaintiffs any and all known defects regarding the property which was sold to Plaintiff.

36. On or about June 24, 1997, Defendants herein employed the services of PNC General Contracting to repair the roof and the property herein sold to Plaintiff.

37. Said roof was repaired within a very short period of time after the proposal was drafted. A copy of said proposal is attached hereto and made a part hereof as Exhibit "A".

38. Between the time period that the roof was repaired and the closing on this property took place, Defendants experienced no further water damage from the leaky roof.

39. Defendants have fully disclosed that the roof had been replaced and that there were no other problems with the roof, gutters, or downspouts.

40. Plaintiff was fully aware of the repaired roof and had a full opportunity to inspect the premises prior to the purchase of this property.

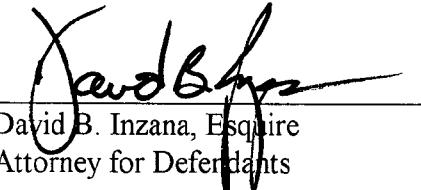
41. Seller's Property Disclosure Statement clearly indicates that the disclosure by the Seller was "not a substitute for any inspections or warranties that Buyer may wish to obtain". In addition, the Disclosure Statement also stated that "Buyer is purchasing the property in it's present condition and that it was Buyer's responsibility to satisfy himself or herself as to the condition of the property. Buyer may request that the property be inspected by qualified professionals to determine the condition of the structure or it's components.

42. Although Buyer was fully and accurately informed of these conditions in the Disclosure Statement, Buyer chose not to have any inspections of the property by herself, or by any other qualified professionals.

43. Sellers herein do not possess any expertise in contracting, engineering, architecture, or other areas related to the construction of the property.

WHEREFORE, Defendants respectfully request this Honorable Court to enter judgment in their favor and against Plaintiff.

Respectfully submitted,

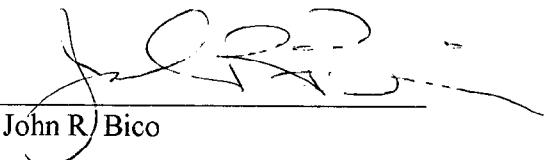


David B. Inzana, Esquire
Attorney for Defendants

VERIFICATION

I, **JOHN R. BICO**, hereby certify that these statements made in the within Answer and New Matter are true and correct to the best of my information, knowledge and belief. I understand that false statements made herein are subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.

Date: 8-8-00

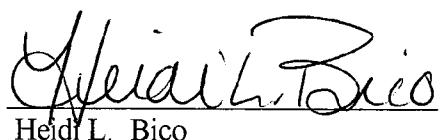


John R. Bico

VERIFICATION

I, **HEIDI L. BICO**, hereby certify that these statements made in the within Answer and New Matter are true and correct to the best of my information, knowledge and belief. I understand that false statements made herein are subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.

Date: 8/8/00



Heidi L. Bico

EXHIBIT "A"
PROPOSAL

P-N-C GENERAL CONSTRUCTION
DUBOIS, PA. 15801 (814) 371-7575

File No. 25
Date June 24, 1997
Sheet No. 1

Proposal Submitted To:

Name Mr. & Mrs. Collins

Street Bayroad Treasure Lake

City DuBois, Pa. State

Phone (814) 375-7428

Work To Be Performed At:

SAME

Street

City State

Date of Plans Architect

We hereby propose to furnish the materials and perform the labor necessary for the completion of

Roof job— 20 yrs. shingles (Driftwood - Driftwood)

Old roof to be taken off & hauled away 15 lbs. felt paper to be laid. All valleys
are to be flashed & chimney. 20 yr. shingles to be laid. First 10 feet is free
after that it is a extra charge. (OSB)(WOOD)

(GUARANTEED) LABOR IS 2 YEARS. 5YEARS MATERIAL.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of
Dollars (\$1800.00)

with payments to be made as follows:

\$900.00 down and on completion \$900.00

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by

John M. Concella
Note—This proposal may be withdrawn by us if not accepted
June 24, 1997 within 3 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.
Payment will be made as outlined above.

Signature

John M. Concella

Signature

J. R. B.

Date June 24, 1997

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
CIVIL DIVISION
No. 00 - 757 - CD

JENNIE ERRIGO MATUZICH, Plaintiff

vs.

JOHN R. BICO and HEIDI L. BICO,
NETWORK REALTY SERVICES, and
HOFFER REALTY ASSOCIATES,
Defendant

REPLY TO NEW MATTER

COLAVECCHI
RYAN & COLAVECCHI

ATTORNEYS AT LAW
221 EAST MARKET STREET
(ACROSS FROM COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA 16830

FILED
CO TO COM
AUG 1 2 1997

William A. Shaw
Prothonotary
KDCS

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

JENNIE ERRIGO MATUZICH, : No. 00-757-CD
Plaintiff :
:

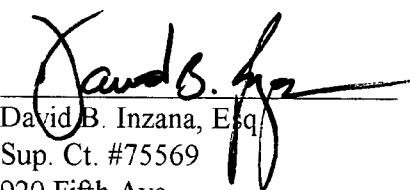
vs. :
:

JOHN R. BICO and HEIDI L. BICO;
NETWORK REALTY SERVICES;
and HOFFER REALTY ASSOCIATES,
Defendants :
:

CERTIFICATE OF SERVICE

I, David B. Inzana, Esq., attorney for Defendants Bico herein, hereby certify that a true and correct copy of the within Answer and New Matter was served upon the Plaintiff herein by depositing the same with the United States Post Office, first class mail, postage prepaid addressed as follows:

John R. Ryan, Esq.
Colavecchi, Ryan and Colavecchi
221 East Market Street
P.O. Box 131
Clearfield, PA 16830



David B. Inzana, Esq.
Sup. Ct. #75569
920 Fifth Ave.
Brockway, PA 15824
(814)265-0282

FILED

APR 14 2000

M/1:40/00

William A. Shaw
Prothonotary

mc

EPA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

JENNIE ERRIGO MATUZICH,
Plaintiff

Vs.

JOHN R. BICO and HEIDI L.
BICO; NETWORK REALTY SERVICES;
and HOFFER REALTY ASSOCIATES,
Defendants

CIVIL DIVISION

No. 00 - 757 - CD

REPLY TO NEW MATTER

Filed on Behalf of:

Plaintiff, JENNIE ERRIGO
MATUZICH

Counsel of Record for This
Party:

JOHN R. RYAN, ESQUIRE
Pa. I.D. #38739

COLAVECCHI RYAN & COLAVECCHI
221 East Market Street
P. O. Box 131
Clearfield, PA 16830

814/765-1566

LAW OFFICES OF
COLAVECCHI
RYAN & COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

FILED

AUG 16 2000

William A. Shaw
Prothonotary

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

JENNIE ERRIGO MATUZICH, :
Plaintiff : No. 00 - 757 - CD
:
Vs. :
:
JOHN R. BICO and HEIDI L. BICO, :
NETWORK REALTY SERVICES, and :
HOFFER REALTY ASSOCIATES, :
Defendant :

REPLY TO NEW MATTER

NOW COMES, Jennie Errigo Matuzich, Plaintiff above named, and by her attorney, John R. Ryan, Esquire, files her Reply to the New Matter of Defendant Hoffer Realty Associates as follows:

34. No response required.
35. Admitted insofar as Plaintiff did not have the property inspected by a professional contractor or home inspection service. It is denied that Plaintiff waived any right to recovery against any of the named Defendants.
36. It is admitted that Plaintiff did not have the property inspected for wood infestation and structural damage. It is denied that Plaintiff has waived any rights to recovery against any of the named Defendants.
37. The allegations set forth in Paragraph 37 represent conclusions of law to which no response is required.

38. The allegations at Paragraph 38 represent a conclusion of law to which no response is required.

39. Denied on the contrary, Plaintiff had a right to rely on the representations of the sellers', their agents and brokers with respect to the condition of the premises as alleged in her Complaint.

40. Admitted.

41. Admitted.

42. The allegations at Paragraph 42 represent conclusions of law to which no response is required. To the extent that said allegations are averments of fact, it is denied that Plaintiff in any way was negligent and strict proof is demanded at the time of trial.

43. Admitted.

44. The allegations at Paragraph 44 represent conclusions of law to which no response is required.

45. Denied. On the contrary, Plaintiff has taken such steps as are within her economic means to make the property habitable and mitigate damages.

46. The allegations at Paragraph 46 represent conclusions of law for which no response is required.

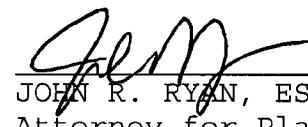
47. The allegations at Paragraph 47 represent conclusions of law for which no response is required.

LAW OFFICES OF
COLAVECCHI
RYAN & COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P.O. BOX 131
CLEARFIELD, PA

48. The allegations at Paragraph 48 represent conclusions of law for which no response is required.

49. Denied for the reasons set forth in Plaintiff's Complaint.

WHEREFORE, Plaintiff requests that judgment be entered in her favor and against Defendant, Hoffer Realty Associates.



JOHN R. RYAN, ESQUIRE
Attorney for Plaintiff

LAW OFFICES OF
COLAVECCHI
RYAN & COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

VERIFICATION

I verify that the statements made in this Reply to New Matter are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

JENNIE ERRIGO MATUZICH

LAW OFFICES OF
COLAVECCHI
RYAN & COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION
No. 00 - 757 - CD

JENNIE ERRIGO MATUZICH,
PLAINTIFF

vs.

JOHN R. BICO and HEIDI L.
BICO; NETWORK REALTY SERVICES;
and HOFFER REALTY ASSOCIATES,
DEFENDANTS

REPLY TO NEW MATTER

FILED

Aug 24 2000

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William A. Shaw

Prothonotary

for Ryan

COLAVECCHI
RYAN & COLAVECCHI

ATTORNEYS AT LAW
221 EAST MARKET STREET
(ACROSS FROM COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA 16830

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

JENNIE ERRIGO MATUZICH,
Plaintiff

Vs.

JOHN R. BICO and HEIDI L.
BICO; NETWORK REALTY SERVICES;
and HOFFER REALTY ASSOCIATES,
Defendants

CIVIL DIVISION

No. 00 - 757 - CD

REPLY TO NEW MATTER

Filed on Behalf of:

Plaintiff, JENNIE ERRIGO
MATUZICH

Counsel of Record for This
Party:

JOHN R. RYAN, ESQUIRE
Pa. I.D. #38739

COLAVECCHI RYAN & COLAVECCHI
221 East Market Street
P. O. Box 131
Clearfield, PA 16830

814/765-1566

FILED

AUG 24 2000

William A. Shaw
Prothonotary

LAW OFFICES OF
COLAVECCHI
RYAN & COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

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

JENNIE ERRIGO MATUZICH :
Plaintiff :
:
vs. : No. 00 - 757 - CD
:
JOHN R. BICO and HEIDI L. :
BICO; NETWORK REALTY :
SERVICES; and HOFFER :
REALTY ASSOCIATES, :
Defendants:

REPLY TO NEW MATTER

NOW COMES, Jennie Errigo Matuzich, Plaintiff above named, and by her Attorney, John R. Ryan, Esquire, makes her Reply to the New Matter of the Defendants, John R. Bico and Heidi L. Bico, as follows:

34. No response required.
35. Denied for the reasons set forth in Plaintiff's Complaint.
36. Plaintiff is without knowledge as to the allegations of Paragraph 36. Therefore, the same is denied and strict proof thereof is demanded at the time of trial.
37. Plaintiff is without knowledge as to the allegations of Paragraph 37. Therefore, the same is denied and strict proof thereof is demanded at the time of trial.
38. Plaintiff is without knowledge as to the allegations of Paragraph 38. Therefore, the same is denied and strict proof thereof is demanded at the time of trial.

39. Denied for the reasons set forth in Plaintiff's Complaint.

40. Denied for the reasons set forth in Plaintiff's Complaint.

41. Denied insofar as the said Disclosure Statement does not relieve the sellers from responsibility with respect to failure to disclose defects as set forth in Plaintiff's Complaint.

42. Admitted insofar as Plaintiff did not have any further inspection of the property. Denied insofar as Defendants failed to fully and accurately inform Plaintiff of the conditions of the property in the Disclosure Statement.

43. Plaintiff is without knowledge as to what, if any, expertise is possessed by the Sellers. Therefore, the allegations of Paragraph 43 are denied and strict proof thereof is demanded.

WHEREFORE, Plaintiff requests that the Court enter judgment in her favor and against the Defendants.



JOHN R. RYAN, ESQUIRE
Attorney for Plaintiffs

VERIFICATION

I verify that the statements made in this Reply to New Matter are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. 4904, relating to unsworn falsification to authorities.

Jennie Errigo Matuzich
JENNIE ERRIGO MATUZICH

LAW OFFICES OF
COLAVECCHI
RYAN & COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

JENNIE ERRIGO MATUZICH,

No. 00-757-CD

Plaintiff,

Issue No.

v.

JOHN R. BICO and HEIDI L. BICO;
NETWORK REALTY SERVICES; and
HOFFER REALTY ASSOCIATES,

**ANSWER, NEW MATTER AND CROSS
CLAIM PURSUANT TO RULE 2252(D)**

Defendant.

Code:

Filed on behalf of DEFENDANT,
NETWORK REALTY SERVICES

Counsel of record for this party:

Frank M. Gianola, Esq.
Pa. I.D. #28574

DICKIE, McCAMEY & CHILCOTE, P.C.
Firm #067

Two PPG Place, Suite 400
Pittsburgh, PA 15222-5402

(412) 281-7272

FILED

AUG 31 2000

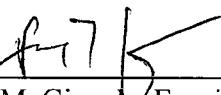
William A. Shaw
Prothonotary

JURY TRIAL DEMANDED

NOTICE TO PLEAD

TO: ALL ADVERSE PARTIES

You are hereby notified to file a written response to the enclosed ANSWER, NEW MATTER AND NEW MATTER UNDER RULE 2252(D) within twenty (20) days from the date of service hereof or a judgment may be entered against you.

By 
Frank M. Gianola, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

JENNIE ERRIGO MATUZICH,
Plaintiff,
v. : No. 00-757 CD
: :
JOHN R. BICO and HEIDI L. BICO;
NETWORK REALTY SERVICES;
and HOFFER REALTY ASSOCIATES,
Defendant. : :

ANSWER, NEW MATTER AND CROSS CLAIM

AND NOW, comes the defendant, NETWORK REALTY SERVICES, by their counsel, Frank M. Gianola, Esq., and Dickie, McCamey & Chilcote, P.C., filing the within ANSWER and, in support thereof, aver the following:

1. The averments contained in paragraph 1 of plaintiff's Complaint are admitted.
2. The averments contained in paragraph 2 of plaintiff's Complaint are admitted.
3. The averments contained in paragraph 3 of plaintiff's Complaint are admitted in part and denied in part. It is admitted that the plaintiff offered to purchase the subject property on August 11, 1998. However, the Bico defendants did not accept the offer and, counter offered to sell the property for a higher sum of money on August 13, 1998.
4. The averments contained in paragraph 4 of plaintiff's Complaint are admitted.
5. The averments contained in paragraph 5 are admitted in part and denied in part. It is admitted that the defendants, Bico, supplied a Seller's Property Disclosure

Statement. The Seller's Disclosure Statement reads "This statement discloses Seller's knowledge of the condition of the property as of the date signed by the Seller and is not a substitute for any inspections or warranties that the Buyer may wish to obtain. This Statement is not a warranty of any kind by Seller or a warranty or representation by any listing real estate broker (Agent for Seller), any real estate broker, or their agents. . . ."

The document is intended to be a statement as to the seller's knowledge of the condition of the property.

6. The averments contained in paragraph 6 of plaintiff's Complaint are admitted.

7. This defendant admits that the property in question was deeded from Bico to the plaintiff on August 31, 1998. This defendant admits that the purchase price was \$69,900. The rest of the balance of the averments contained in said paragraph, this defendant, after reasonable investigation, is without information or knowledge sufficient to form a belief as to the truth of same, thus the same are deemed denied and strict proof thereof will be demanded at the time of trial.

8. The averments contained in paragraph 8 of plaintiff's Complaint are denied. To the contrary, it is believed that the defendant's Bico did attempt to respond to plaintiff's Complaint. After reasonable investigation, this defendant is without information or knowledge sufficient to form a belief as to the rest of the balance of the averments contained in paragraph 8 of plaintiff's Complaint, thus the same are deemed denied, and strict proof thereof will be demanded at the time of trial.

9. After reasonable investigation, this defendant is without information or knowledge sufficient to form a belief as to the truth of the averments contained in paragraph

9 of plaintiff's Complaint, thus the same are deemed denied, and strict proof thereof will be demanded at the time of trial.

10. After reasonable investigation, this defendant is without information or knowledge sufficient to form a belief as to the truth of the averments contained in paragraph 10 of plaintiff's Complaint, thus the same are deemed denied, and strict proof thereof will be demanded at the time of trial.

11. After reasonable investigation, this defendant is without information or knowledge sufficient to form a belief as to the truth of the averments contained in paragraph 11 of plaintiff's Complaint, thus the same are deemed denied, and strict proof thereof will be demanded at the time of trial.

12. After reasonable investigation, this defendant is without information or knowledge sufficient to form a belief as to the truth of the averments contained in paragraph 12 of plaintiff's Complaint, thus the same are deemed denied, and strict proof thereof will be demanded at the time of trial.

13. After reasonable investigation, this defendant is without information or knowledge sufficient to form a belief as to the truth of the averments contained in paragraph 13 of plaintiff's Complaint, thus the same are deemed denied, and strict proof thereof will be demanded at the time of trial.

14. After reasonable investigation, this defendant is without information or knowledge sufficient to form a belief as to the truth of the averments contained in paragraph 14 of plaintiff's Complaint, thus the same are deemed denied, and strict proof thereof will be demanded at the time of trial.

15. The averments contained in paragraph 15 of plaintiff's Complaint are denied. It is denied that any inspection which may have been performed by Jack Duttry, or his conclusions, were communicated to this defendant. Specifically, it is denied that this defendant called Jack Duttry and communicated with him concerning the property in question or the condition of the property in question.

16. In response to the averments contained in paragraph 16 of plaintiff's Complaint, defendant incorporates by reference the averments contained in the within Answer as if fully set forth herein at length.

17. The averments contained within paragraph 17 of plaintiff's Complaint contain conclusions of law to which no responsive pleading is required. To the extent a responsive pleading is required, after reasonable investigation, this defendant is without any information or knowledge sufficient to form a belief as to the truth of the averments contained within said paragraph, thus the same are deemed denied, and strict proof thereof will be demanded at the time of trial.

18. In response to the averments contained in paragraph 18 of plaintiff's Complaint, this defendant denies that it failed to disclose any condition of the premises despite knowledge of the conditions. It is denied that this defendant induced the plaintiff to purchase the property in reliance upon "the disclosure". After reasonable investigation, this defendant is without information or knowledge sufficient to form a belief as to the truth of the averments contained within paragraph 18 as they address to other litigants.

19. The averments contained in paragraph 19 of plaintiff's Complaint contain conclusions of law to which no responsive pleading is required.

20. After reasonable investigation, this defendant is without information or knowledge sufficient to form a belief as to the truth of the averments contained in paragraph 20 of plaintiff's Complaint, thus the same are deemed denied, and strict proof thereof will be demanded at the time of trial. By way of further answer, this defendant denies that she had knowledge or did know of any problems or defects with the subject property.

21. After reasonable investigation, this defendant is without information or knowledge sufficient to form a belief as to the truth of the averments contained in paragraph 21 of plaintiff's Complaint, thus the same are deemed denied, and strict proof thereof will be demanded at the time of trial. By way of further answer, this defendant denies that she had knowledge or did know of any problems or defects with the subject property.

22. In response to the averments contained in paragraph 22 of plaintiff's Complaint, this defendant incorporates by reference the averments contained in the above paragraphs as if fully set forth herein at length.

23. The averment contained within paragraph 23 of plaintiff's Complaint are admitted.

24. In response to the averments contained within paragraph 24 of plaintiff's Complaint, the same contain conclusions of law to which no responsive pleading is required. To the extent that a response is required, this defendant did not have any knowledge of material defects in the premises.

25. The averments contained in paragraph 25 of plaintiff's Complaint are denied. To the contrary, Ann Cristini did not have actual knowledge of material defects in the premises in question.

26. The averments contained in paragraph 26 of plaintiff's Complaint are denied. To the contrary, defendants did not have knowledge of material defects of the property in question. Plaintiff did not sustain any damages as a result of the actions or non-actions of this defendant.

27. The averments contained in paragraph 27 of plaintiff's Complaint are denied. To the contrary, this defendant did not fail to make any disclosures. Plaintiff is not entitled to damages, including punitive damages, from this defendant.

28. The averments contained in paragraphs 28 - 33 of plaintiff's Complaint are directed towards another party and this defendant need not respond.

WHEREFORE, defendant, NETWORK REALTY SERVICES, denies that the plaintiff is entitled to judgment in any sum of money whatsoever and, to the contrary, demands that judgment be entered in its favor and against the plaintiff.

NEW MATTER

AND NOW, comes the defendant, NETWORK REALTY SERVICES, by their counsel, Frank M. Gianola, Esq., and Dickie, McCamey & Chilcote, P.C., filing the within NEW MATTER and, in support thereof, aver the following:

1. This defendant asserts, as affirmative defenses, all rights, privileges, and releases contained within the Seller's Disclosure Statement and/or the Sales Agreement.
2. This defendant asserts the affirmative defenses of release and settlement.
3. This defendant asserts the affirmative defenses of comparative negligence and/or contributory negligence.
4. This defendant asserts the affirmative defenses of the Statute of Frauds.

5 This defendant asserts the affirmative defense of plaintiff's failure to mitigate damages.

6. Plaintiff has failed to assert a viable cause of action against this defendant.

7. This defendant assets the affirmative defenses of collateral estoppel and/or res judicata.

8. Plaintiff has failed to plead the measure of damages for the claims alleged in their complaint.

WHEREFORE, defendant, NETWORK REALTY SERVICES, demands that judgment be entered in its favor and against the plaintiff.

**NEW MATTER PURSUANT TO RULE 2252(d)
against John R. Bico and Heidi L. Bico
and Hoffer Realty Associates**

AND NOW, comes the defendant, NETWORK REALTY SERVICES, by their counsel, Frank M. Gianola, Esq., and Dickie, McCamey & Chilcote, P.C., asserting the within cross claim against John R. Bico and Heidi L. Bico and Hoffer Realty Associates, and, in support thereof, aver the following:

1. The averments contained in the above paragraphs of the within Answer and New Matter are incorporated by reference as if fully set forth herein at length.

2. If Defendants' Bico had knowledge of material defects to the property, other than itemized on the Seller's Property Disclosure Statement, and the same were not communicated to Network Realty Services and if it is judicially determined that Network Realty Services is liable to the plaintiff, the same being expressly denied, then Network

Realty Services, by this crossclaim, preserves its rights of contribution and/or indemnification from the defendant's John R. Bico and Heidi L. Bico and Hoffer Realty Associates.

3. If defendant, Hoffer Realty Associates, had knowledge of material defects to the premises and the same were not communicated to the plaintiffs, then Hoffer Realty Associates is liable to the plaintiff and Network Realty Associates preserves their rights of contribution and/or indemnification against Hoffer Realty Associates. For purposes of the within Cross Claim only, it is expressly denied that Network Realty Services is liable to the plaintiff, however, if it is judicially determined that Network Realty Services is liable, then Hoffer Realty Associates is jointly liable.

WHEREFORE, Network Realty Services asserts the within crossclaim, for purposes of contribution and/or indemnification, against John R. Bico and Heidi L. Bico and Hoffer Realty Associates.

JURY TRIAL DEMANDED.

Respectfully submitted,

DICKIE, McCAMEY & CHILCOTE, P.C.

By: fmj
Frank M. Gianola, Esq.
Attorney for Defendant
NETWORK REALTY SERVICES

VERIFICATION

I, ANN CRISTINI, d/b/a NETWORK REALTY SERVICES, of , have read the foregoing ANSWER, NEW MATTER AND NEW MATTER UNDER RULE 2252(D). The statements therein are correct to the best of my personal knowledge or information and belief.

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



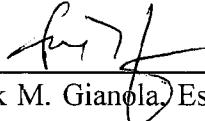
ANN CRISTINI,
d/b/a NETWORK REALTY SERVICES

DATED: 8/28/00

CERTIFICATE OF SERVICE

I, Frank M. Gianola, Esquire, hereby certify that true and correct copies of the foregoing ANSWER, NEW MATTER AND CROSS CLAIM PURSUANT TO RULE 2252(D) have been served this 28th day of AUGUST, 2000, by U.S. first-class mail, postage prepaid, to all counsel of record.

DICKIE, McCAMEY & CHILCOTE, P.C.

By 
Frank M. Gianola, Esquire

Attorneys for Defendant, Network Realty
Services

FILED

AUG 3 1 2000

M 11/13/00cc

William A. Shaw

Prothonotary

ES

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

JENNIE ERRIGO MATUZICH,

Plaintiff,

v.

JOHN R. BICO and HEIDI L. BICO;
NETWORK REALTY SERVICES; and
HOFFER REALTY ASSOCIATES,

Defendant.

No. 00-757-CD

Issue No.

ANSWER TO CROSS CLAIM

Code:

Filed on behalf of DEFENDANT,
NETWORK REALTY SERVICES

Counsel of record for this party:

Frank M. Gianola, Esq.
Pa. I.D. #28574

DICKIE, McCAMEY & CHILCOTE, P.C.
Firm #067
Two PPG Place, Suite 400
Pittsburgh, PA 15222-5402

(412) 281-7272

JURY TRIAL DEMANDED

FILED

AUG 31 2000

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

JENNIE ERRIGO MATUZICH,	:
Plaintiff,	:
v.	: No. 00-757 CD
JOHN R. BICO and HEIDI L. BICO;	:
NETWORK REALTY SERVICES;	:
and HOFFER REALTY ASSOCIATES,	:
Defendant.	:

**ANSWER TO CROSS CLAIM OF DEFENDANT,
HOFFER REALTY ASSOCIATES**

AND NOW, comes the defendant, NETWORK REALTY SERVICES, by their counsel, Frank M. Gianola, Esq., and Dickie, McCamey & Chilcote, P.C., filing the within ANSWER TO CROSS CLAIM and, in support thereof, aver the following:

1. In response to the averments contained in paragraph 50 of said cross claim, this defendant incorporates by reference the averments contained in the original pleading filed as if fully set forth herein at length.
2. The averments contained in paragraph 51 of the cross claim are denied. To the contrary, defendant, Network Realty Services, did not know of an inspection of the property by Jack Duttry which revealed material or substantial defects to the property. The balance of the averments contained within said paragraph are conclusions of law to which no response is required.
3. The averments contained in paragraph 52 of plaintiff's Complaint are a conclusion of law to which no response is required. To the extent that a response is

required, it is specifically denied that defendant, Network Realty Services, was negligent. To the contrary, it acted in an appropriate fashion and manner at all times relevant.

4. The averments contained in paragraph 53 of the cross claim are denied. To the contrary, the plaintiff's Complaint does not make such allegations.

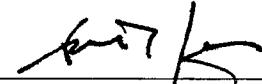
5. The averments contained in paragraph 54 of the cross claims contain conclusions of law to which no responsive pleading is required.

WHEREFORE, defendant, Network Realty Services, denies that Hoffer Real Estate Associates is entitled to any relief or any recovery from this defendant and, to the contrary, demands that judgment be entered in its favor and against all other parties.

JURY TRIAL DEMANDED.

Respectfully submitted,

DICKIE, McCAMEY & CHILCOTE, P.C.

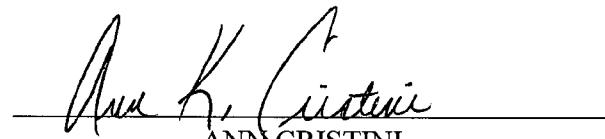
By: 
Frank M. Gianola, Esq.
Attorney for Defendant
NETWORK REALTY SERVICES

VERIFICATION

I, ANN CRISTINI, d/b/a NETWORK REALTY SERVICES, of , have read the foregoing ANSWER TO CROSS CLAIM OF DEFENDANT, HOFFER REALTY ASSOCIATES.

The statements therein are correct to the best of my personal knowledge or information and belief.

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



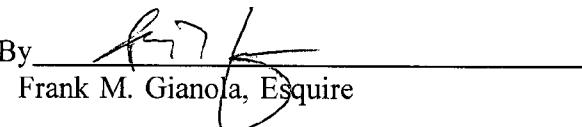
ANN CRISTINI,
d/b/a NETWORK REALTY SERVICES

DATED: 8/28/00

CERTIFICATE OF SERVICE

I, Frank M. Gianola, Esquire, hereby certify that true and correct copies of the foregoing ANSWER TO CROSSCLAIM have been served this 24th day of AUGUST, 2000, by U.S. first-class mail, postage prepaid, to all counsel of record.

DICKIE, McCAMEY & CHILCOTE, P.C.

By 
Frank M. Gianola, Esquire

Attorneys for Defendant, Network Realty
Services

FILED

AUG 31 2000

27/11/2000
William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION
NO. 00-757-CD

JENNIE ERRIGO MATUZICH,
Plaintiff

vs.

JOHN R. BICO and HEIDI L. BICO;
NETWORK REALTY SERVICES; and
HOFFER REALTY ASSOCIATES,
Defendants

REPLY TO NEW MATTER

RECEIVED
CIR 44 B&D
10/10/00
William A. Shaw
Prothonotary

COLAVECCHI
RYAN & COLAVECCHI

ATTORNEYS AT LAW
221 EAST MARKET STREET
(ACROSS FROM COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA 16830

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

JENNIE ERRIGO MATUZICH,
Plaintiff
vs.

JOHN R. BICO and HEIDI L.
BICO; NETWORK REALTY SERVICES;
and HOFFER REALTY ASSOCIATES,
Defendants

CIVIL DIVISION
No. 00 - 757 - CD

REPLY TO NEW MATTER

Filed on Behalf of:

Plaintiff, JENNIE ERRIGO
MATUZICH

Counsel of Record for This
Party:

JOHN R. RYAN, ESQUIRE
Pa. I.D. #38739

COLAVECCHI, RYAN & COLAVECCHI
221 East Market Street
P. O. Box 131
Clearfield, PA 16830

814/765-1566

LAW OFFICES OF
COLAVECCHI
RYAN & COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

FILED

SEP 08 2000

William A. Shaw
Prothonotary

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

JENNIE ERRIGO MATUZICH, :
Plaintiff :
:
vs. :
: NO. 00-757-CD
JOHN R. BICO and HEIDI L. BICO; :
NETWORK REALTY SERVICES; and :
HOFFER REALTY ASSOCIATES, :
Defendants :

REPLY TO NEW MATTER

AND NOW, comes Jennie Errigo Matuzich, Plaintiff above named, and by her attorney, John R. Ryan, Esquire, files her Reply to the New Matter of Defendant, Network Realty Services, as follows:

1. The allegations of Paragraph 1 of the Defendant's New Matter represent conclusions of law to which no response is required. To the extent that said allegations are averments of fact, the same are denied for the reasons set forth in Plaintiff's Complaint.

2. The allegations of Paragraph 2 of the Defendant's New Matter represent conclusions of law to which no response is required. To the extent that said allegations are averments of fact, the same are denied for the reasons set forth in Plaintiff's Complaint.

3. The allegations of Paragraph 3 of the Defendant's New Matter represent conclusions of law to which no response is

required. To the extent that said allegations are averments of fact, the same are denied for the reasons set forth in Plaintiff's Complaint.

4. The allegations of Paragraph 4 of the Defendant's New Matter represent conclusions of law to which no response is required. To the extent that said allegations are averments of fact, the same are denied for the reasons set forth in Plaintiff's Complaint.

5. The allegations of Paragraph 5 of the Defendant's New Matter represent conclusions of law to which no response is required. To the extent that said allegations are averments of fact, the same are denied for the reasons set forth in Plaintiff's Complaint.

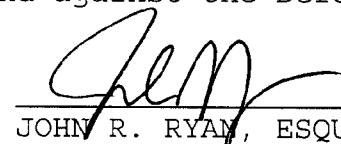
6. The averments of Paragraph 6 represent a conclusion of law for which no response is required.

7. The allegations of Paragraph 7 of the Defendant's New Matter represent conclusions of law to which no response is required. To the extent that said allegations are averments of fact, the same are denied for the reasons set forth in Plaintiff's Complaint.

8. The allegations of Paragraph 8 of the Defendant's New Matter represent conclusions of law to which no response is required. To the extent that said allegations are averments of

fact, the same are denied for the reasons set forth in Plaintiff's Complaint.

WHEREFORE, Plaintiff, Jennie Errigo Matuzich, demands that judgment be entered in her favor and against the Defendant.



JOHN R. RYAN, ESQUIRE
Attorney for Plaintiff

LAW OFFICES OF
COLAVECCHI
RYAN & COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

VERIFICATION

I, Plaintiff, verify that the statements made in this Reply to New Matter are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

Jennie Errigo Matuzich
Jennie Errigo Matuzich

Sept 7/00
Date

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

Jennie Errigo Matuzich,
Plaintiff

v.

John R. Bico, et al.,
Defendants

No. 00-757-CD

REPLY OF DEFENDANT, HOFFER
REALTY ASSOCIATES, TO NEW
MATTER IN THE NATURE OF A
CROSSCLAIM OF DEFENDANT,
NETWORK REALTY SERVICES

STETLER & GRIBBIN

ATTORNEYS AT LAW
138 EAST MARKET STREET
P.O. BOX 2508
YORK, PENNSYLVANIA 17405

FILED
OCT 2 2000
SEP 18 2000

William A. Shaw
Prothonotary

Time Stamp
Plaintiff
Erg

IN THE COURT OF COMMON PLEAS, CLEARFIELD COUNTY, PENNSYLVANIA

Jennie Errigo Matuzich,
Plaintiff

: No. 00-757-CD

v.

John R. Bico and Heidi L. Bico,
Network Realty Services, and Hoffer
Realty Associates,
Defendants

FILED

SEP 18 2000

William A. Shaw
Prothonotary

**REPLY OF DEFENDANT, HOFFER REALTY ASSOCIATES,
TO NEW MATTER IN THE NATURE OF A CROSSCLAIM OF
DEFENDANT, NETWORK REALTY SERVICES**

AND NOW, this 13th day of September 2000, comes Defendant, Hoffer Realty
Associates, by its attorneys, Stetler & Gribbin, which replies to the New Matter in the Nature of
a Crossclaim of Defendant, Network Realty Services, as follows:

1. The allegations of fact contained in the Answer of Defendant, Hoffer Realty
Associates, with New Matter and Crossclaim are incorporated herein by reference thereto.
2. After reasonable investigation, Defendant, Hoffer Realty Associates, is without
knowledge or information sufficient to form a belief as to the truth of the factual averment in this
paragraph.
3. Denied. Hoffer Realty Associates had no knowledge of material defects to the
property. The remainder of the allegation is a conclusion of law to which no reply is required.

WHEREFORE, Defendant, Hoffer Realty Associates, respectfully requests this Honorable Court to enter judgment in its favor.

Respectfully submitted,

STETLER & GRIBBIN

Dated: 13 September 2000

BY:

David Mills, Esquire
Supreme Court No. 37192
138 East Market Street
P.O. Box 2588
York, PA 17405-2588
(717) 854-9506
Attorneys for Defendant, Hoffer Realty Associates

VERIFICATION

I, Mark Hoffer, state upon personal knowledge or information that I believe to be true that the facts in the REPLY OF DEFENDANT, HOFFER REALTY ASSOCIATES, TO NEW MATTER IN THE NATURE OF A CROSSCLAIM OF DEFENDANT, NETWORK REALTY SERVICES, are true.

I understand that false statements herein are made subject to the criminal penalties of 18 Pa. C.S. Sec. 4904, relating to unsworn falsification to authorities.

Dated: 9/7/00

HOFFER REALTY ASSOCIATES

By: Mark Hoffer
Title: Broker

CERTIFICATE OF SERVICE

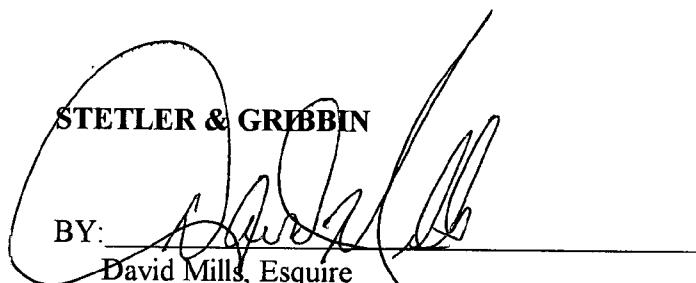
I, David Mills, Esquire, hereby certify that I have served a true and correct copy of the foregoing REPLY OF DEFENDANT, HOFFER REALTY ASSOCIATES, TO NEW MATTER IN THE NATURE OF A CROSSCLAIM OF DEFENDANT, NETWORK REALTY SERVICES, upon counsel and unrepresented parties, by depositing a copy of same in the United States Mail, regular delivery, postage prepaid as follows:

John R. Ryan, Esquire
Colavecchi, Ryan & Colavecchi
221 East Market Street
PO Box 131
Clearfield, PA 16830

David B. Inzana, Esquire
920 5th Avenue
Brockway, PA 15824

Frank Gianola, Esquire
Dickie, McCamey & Chilcote
Suite 400
2 PPG Place
Pittsburgh, PA 15222-5402

Dated: 15 September 2000

STETLER & GRIBBIN
BY: 

David Mills, Esquire

Supreme Court No. 37192
138 East Market Street
P.O. Box 2588
York, PA 17405-2588
(717) 854-9506
Attorneys for Defendant, Hoffer Realty Associates

IN THE COURT OF COMMON PLEAS, CLEARFIELD COUNTY, PENNSYLVANIA

Jennie Errigo Matuzich,
Plaintiff

No. 00-757-CD

v.

John R. Bico and Heidi L. Bico,
Network Realty Services, and Hoffer
Realty Associates,
Defendants

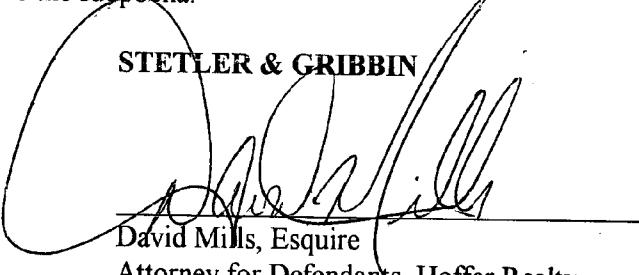
**CERTIFICATE PREREQUISITE TO SERVICE OF A SUBPOENA
PURSUANT TO RULE 4009.22**

As a prerequisite to service of a subpoena for documents and things pursuant to Rule 4009.22, David Mills, Esquire certifies that:

- (1) a notice of intent to serve the subpoena with a copy of the subpoena attached thereto was mailed or delivered to each party at least twenty (20) days prior to the date on which the subpoena is sought to be served;
- (2) a copy of the notice of intent, including the proposed subpoena, is attached to this certificate;
- (3) no objection to the subpoenas has been received; and
- (4) the subpoena which will be served is identical to the subpoena which is attached to the notice of intent to serve the subpoena.

Date: 19 September 2000

STETTLER & GRIBBIN


David Mills, Esquire
Attorney for Defendants, Hoffer Realty
Associates

FILED

SEP 21 2000

William A. Shaw
Prothonotary

FILED

SEP 21 2000

8/12/00
William A. Shaw
Prothonotary

kd

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.

CIVIL DIVISION
No. 00 - 757 - CD

JENNIE ERRIGO MATUZICH, Plaintiff

vs.

JOHN R. BICO and HEIDI L. BICO;
NETWORK REALTY SERVICES; and
HOFFER REALTY ASSOCIATES,
Defendants

PRAECLPICE TO DISCONTINUE

FILED

5/10/10 AM
FEB 05 2011 AM

William A. Shaw
Prothonotary

5 C
Certificates to
Attorneys
Copy

COLAVECCHI
RYAN & COLAVECCHI
ATTORNEYS AT LAW
221 EAST MARKET STREET
(ACROSS FROM COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA 16830

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

55 JENNIE ERRIGO MATUZICH,
Plaintiff

CIVIL DIVISION

NO. 00 - 757 - CD

56 Vs.

56 46 JOHN R. BICO and HEIDI L.
BICO; NETWORK REALTY SERVICES; 115
and HOFFER REALTY ASSOCIATES,

PRAECIPE TO DISCONTINUE

114 Defendants

Filed on Behalf of:

Plaintiff, JENNIE ERRIGO
MATUZICH

Counsel of Record for This
Party:

JOHN R. RYAN, ESQUIRE
Pa. I.D. #38739

COLAVECCHI RYAN & COLAVECCHI
221 East Market Street
P. O. Box 131
Clearfield, PA 16830

814/765-1566

LAW OFFICES OF
COLAVECCHI
RYAN & COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

FILED

FEB 06 2001

William A. Shaw
Prothonotary

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

JENNIE ERRIGO MATUZICH,

Plaintiff : No. 00 757 - CD

vs.

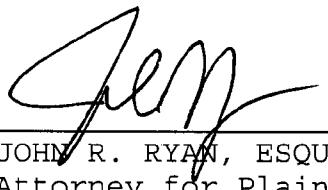
JOHN R. BICO and HEIDI L. BICO;
NETWORK REALTY SERVICES; and
HOFFER REALTY ASSOCIATES,

Defendants:

PRAECIPE TO DISCONTINUE

TO: WILLIAM SHAW, PROTHONOTARY

Please mark the record in the above-captioned action,
discontinued, settled and ended.



JOHN R. RYAN, ESQUIRE
Attorney for Plaintiff

February 6, 2001

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL DIVISION

Jennie Errigo Matuzich
Plaintiff(s)

Vs.

No. 2000-757-CD

John R. Bico and Heidi L. Bico;
Network Realty Services; and
Hoffer Realty Associates
Defendant(s)

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 this day, the 6th of February A.D. 2001, marked:

Discontinued, Settled, and Ended

Record costs in the sum of \$290.25 have been paid in full by Attorney.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 6th day of February A.D. 2001.

Prothonotary