

00-1063-CD

Swisher Concrete vs G. Bowman al

00

00-1063-3D
SWISHER CONCRETE PRODUCTS, INC. -vs- GARY BOWMAN et al

LAW OFFICES OF ROBERT A. STUTMAN, P.C.

By: David P. Eastlack, Esquire
275 Commerce Drive, Suite 304
Fort Washington, PA 19034
215-283-1177
Attorney for Plaintiff

SWISHER CONCRETE PRODUCTS, INC.:

Route 879
Clearfield, Pa

v.

GARY BOWMAN, Ind. and d/b/a

BOWMAN MASONRY

Rd. 1, Box 77
Clearfield, PA 16830

and

TERRY PELLAS

514 12th Street, Juniata
Altoona, PA 16601

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PA

NO. 00-1063-CO

NOTICE TO DEFEND

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

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

Court Administrator
Clearfield County Courthouse
1 North Second Street
Clearfield, PA 16830
814-765-2641

FILED

AUG 28 2000

William A. Shaw
Prothonotary

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las páginas siguientes, usted tiene veinte (20) días de plazo al partir de la fecha de la demanda y la notificación. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomará medidas y pueda continuar la demanda en contra suya sin previo aviso o notificación. Además, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

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

Court Administrator
Clearfield County Courthouse
1 North Second Street
Clearfield, PA 16830
814-765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

SWISHER CONCRETE PRODUCTS, INC.:

Route 879
Clearfield, Pa

v.

GARY BOWMAN, Ind. and d/b/a

BOWMAN MASONRY

Rd. 1, Box 77
Clearfield, PA 16830

and

TERRY PELLAS

514 12th Street, Juniata
Altoona, PA 16601

NO.

CIVIL ACTION

1. Plaintiff, Swisher Concrete Products, (hereinafter "Swisher") is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania with a principal place of business located at Route 879, Clearfield, Pa.

2. Defendant, Gary Bowman, Ind. and d/b/a Bowman Masonry (hereinafter "Bowman") is an individual with a principal place of business at Rd. 1, Box 77, Clearfield, Pa. and was engaged in the business of masonry construction.

3. Defendant, Terry Pellas, (hereinafter "Pellas") is an individual residing at 514 12th Street, Juniata, Altoona, Pa. and was engaged in the construction business.

4. Prior to January 16, 1999, plaintiff contracted with defendant, Bowman, to construct a storage building at plaintiff's place of business.

5. Prior to January 16, 1999, plaintiff contracted with defendant Pellas to install trusses which would form the frame of the roof on the storage building.

6. On January 16, 1999 the building's roof collapsed causing substantial damage to

the roof and the tops of the masonry sidewalls.

7. As a direct and proximate result of the roof collapse, plaintiff, Swisher, suffered damages in excess of \$106,514.71.

COUNT I - NEGLIGENCE

Plaintiff v. Defendant, Gary Bowman, Ind. and

d/b/a Bowman Masonry

8. Plaintiff incorporates paragraphs 1 through 7 as if fully set forth herein at length.

9. The damage to the building's roof and masonry sidewalls occurred during the collapse of January 16, 1999 was caused by defendant, Bowman, by and through his employees, agents and/or servants in:

- a) failing to properly design and construct the masonry walls according to applicable building industry standards and codes;
- b) failing to properly design, assemble, fabricate, manufacture and/or install the trusses;
- c) failing to take proper and adequate precautions to protect plaintiff's property; and
- d) failing to utilize employees and agents which defendant knew or in the exercise of reasonable care should have known were not properly suited for the work performed;

10. As a direct and proximate result of the negligent acts and/or omissions of the defendant, Bowman, his agents, servants and employees, in the design and construction of the masonry walls were the direct and proximate cause of the damages suffered by the plaintiff as a result of the collapse which occurred on January 16, 1999.

WHEREFORE, the plaintiff, demands judgment against defendant, Bowman, in the amount 106,514.71, plus interest and costs of suit.

COUNT I - BREACH OF CONTRACT

Plaintiff v. Defendant, Gary Bowman, Ind. and

d/b/a Bowman Masonry

11. Plaintiff hereby incorporates paragraphs 1 through 10 of the Complaint as if fully set forth herein at length.

12. Plaintiff entered into an express and/or implied contract with defendant, Bowman, the terms of which required Bowman to design the storage building in accordance with all applicable building codes, ordinances, statutes, manufacturer's specifications, acceptable standards and practices of the trade/industry/profession and in a good and workmanlike manner.,

13. Defendant, Bowman, breached his contract with plaintiff by:

- a) failing to properly design and construct the masonry walls according to applicable building industry standards and codes;
- b) failing to properly design, assemble, fabricate, manufacture and/or install the trusses;
- c) failing to take proper and adequate precautions to protect plaintiff's property; and
- d) failing to utilize employees and agents which defendant knew or in the exercise of reasonable care should have known were not properly suited for the work performed;

14. As a direct and proximate result of the breach of contract of the defendant,

Bowman, his agents, servants and employees, plaintiff incurred damages in the amount of \$106,514.71.

WHEREFORE, the plaintiff, demands judgment against defendant, Bowman, in the amount 106,514.71, plus interest and costs of suit.

COUNT III - NEGLIGENCE

Plaintiff v. Defendant, Terry Pellas

15. Plaintiff incorporates paragraphs 1 through 14 as if fully set forth herein at length.

16. The damage to the building's roof and masonry sidewalls occurred during the collapse of January 16, 1999 which was caused by defendant, Pellas, by and through his employees, agents and/or servants in:

a) failing to properly design, assemble, fabricate, manufacture and/or install the trusses;

c) failing to take proper and adequate precautions to protect plaintiff's property; and

d) failing to utilize employees and agents which defendant knew or in the exercise of reasonable care should have known were not properly suited for the work performed;

17. As a direct and proximate result of the negligent acts and/or omissions of the defendant, Pellas, his agents, servants and employees, in the design, assembly and/or installation of the trusses which were the direct and proximate cause of the damages suffered by the plaintiff as a result of the collapse which occurred on January 16, 1999.

COUNT IV- BREACH OF CONTRACT

Plaintiff v. Defendant, Terry Pellas

18. Plaintiff hereby incorporates paragraphs 1 through 17 of the Complaint as if fully set forth herein at length.

19. Plaintiff entered into an express and/or implied contract with defendant, Pellas, the terms of which required Pellas to design, assemble and/or install trusses on the building in accordance with all applicable building codes, ordinances, statutes, manufacturer's specifications, acceptable standards and practices of the trade/industry/profession and in a good and workmanlike manner.,

20. Defendant, Pellas, breached his contract with plaintiff by:

a) failing to properly design, install and/or assemble the trusses according to applicable building industry standards and codes;

b) failing to properly design, assemble, fabricate, manufacture and/or install the trusses;

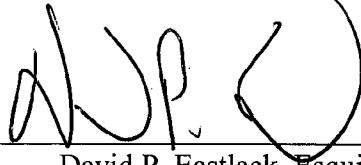
c) failing to take proper and adequate precautions to protect plaintiff's property; and

d) failing to utilize employees and agents which defendant knew or in the exercise of reasonable care should have known were not properly suited for the work performed;

21.. As a direct and proximate result of the breach of contract of the defendant, Pellas, his agents, servants and employees, plaintiff incurred damages in the amount of \$106,514.71.

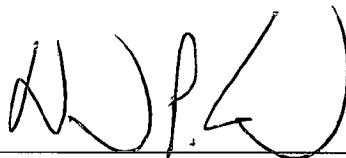
WHEREFORE, the plaintiff, demands judgment against defendant, Pellas, in the amount 106,514.71, plus interest and costs of suit.

LAW OFFICES OF ROBERT A. STUTMAN, P.C.

By 
David P. Eastlack, Esquire
Attorney for Plaintiff

VERIFICATION

DAVID P. EASTLACK, Esquire states that he is the attorney for plaintiff; that he is acquainted with the facts set forth in the foregoing Civil Action Complaint; that the same are true and correct to the best of his knowledge, information and belief; and that this statement is made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

A handwritten signature in black ink, appearing to read 'D.P. Eastlack', written over a horizontal line.

DAVID P. EASTLACK, ESQUIRE
Attorney for Plaintiff

DATE: 8/18/00

FILED

 AUG 28 2000
m13261
William A. Shaw
Prothonotary

atly Stutman

Oct 280.00

2 cc Sheryb

SWISHER CONCRETE PRODUCTS,
INC.

Plaintiff

v.

GARY BOWMAN, Individually and d/b/a
BOWMAN MASONRY, and
TERRY PELLAS

Defendants

: IN THE COURT OF COMMON PLEAS OF
: CLEARFIELD COUNTY, PENNSYLVANIA

:
: CIVIL ACTION - LAW
: NO. 00-1063-CD

:
:
:
:
:
: JURY TRIAL DEMANDED

ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

Kindly enter my appearance for the Defendants, **Gary Bowman, Individually and d/b/a
Bowman Masonry** in the above-captioned matter.

MARSHALL, DENNEHEY, WARNER,
COLEMAN & GOGGIN

DATE: 9/6/00

BY: Robert A. Seiferth
Robert A. Seiferth
Attorney for Defendant Bowman
I.D. NO. 20481
33 West Third Street, Suite 200
Williamsport, PA 17701
Telephone (570)326-9094

cc: David P. Eastlack, Esquire
Terry Pellas

FILED

SEP 07 2000

William A. Shaw
Prothonotary

FILED

SEP 07 2000

01136120CC

William A. Shaw

Prothonotary

WAS

SWISHER CONCRETE PRODUCTS,
INC.

Plaintiff

v.

GARY BOWMAN, Individually and d/b/a
BOWMAN MASONRY, and
TERRY PELLAS

Defendants

: IN THE COURT OF COMMON PLEAS OF
: CLEARFIELD COUNTY, PENNSYLVANIA

:
: CIVIL ACTION – LAW
: NO. 00-1063-CD

:
:
:
:
:
: JURY TRIAL DEMANDED

**PRELIMINARY OBJECTIONS OF DEFENDANT
GARY BOWMAN AND BOWMAN MASONRY
TO PLAINTIFF'S COMPLAINT**

1. On August 31, 2000, Defendant Gary Bowman, individually and d/b/a Bowman Masonry was served with Plaintiff's Complaint.

2. According to the Complaint, the Plaintiff, Swisher Concrete Products, has a principal place of business located in Clearfield, Pennsylvania.

3. The Complaint is verified by David P. Eastlack, Esquire, Attorney for the Plaintiff.

4. The Complaint fails to conform to Pa.R.C.P. 1024 which requires that every pleading containing an averment of fact shall be verified by the party unless the party lacks sufficient knowledge or information or is outside the jurisdiction of the Court.

5. As a result of Attorney Eastlack's failure to provide Plaintiff's verification, Defendants have no way of knowing whether Swisher Concrete agrees with the averments made by the attorney in the Complaint.

6. The Complaint seeks property damage "in excess of" \$106,514.71 resulting from a roof collapse on January 16, 1999. See Paragraph 7 of Plaintiff's Complaint.

FILED

SEP 11 2000

**William A. Shaw
Prothonotary**

7. The Complaint avers that Plaintiff contracted with Defendant Pellas to install the trusses which would form the frame of the roof on the storage building and contracted with Defendant Bowman to construct the building itself. See Paragraphs 4-5 of Plaintiff's Complaint.

8. If Plaintiff contracted with Defendant Pellas to install the trusses, then there is no basis for at Paragraph 9(b) and 13(b) alleging that Defendant Bowman was negligent and breached its contract with Plaintiff by "failing to properly design, assemble, fabricate, manufacture, and/or install the trusses."

9. Further, the averments of negligence set forth at Paragraph 9(a)-(c) and 13(a)-(c) do not contain sufficient material facts to allow Defendant Bowman to prepare a defense.

10. Defendant Bowman is entitled to know what applicable building industry standards and codes were violated, what, if any, involvement it allegedly had concerning the trusses, and what so-called proper and adequate precautions should have been taken to protect Plaintiff's property.

11. The averments at Paragraph 9(a)-(c) and 13(a)-(c) constitute nonspecific averments which should be stricken under *Conner v. Allegheny General Hospital*, 501 Pa. 306, 461 A.2d 600 (1983) and applicable rules of Court as set forth in Pa.R.C.P. 1019(a).


12. Further, at Paragraph 12 of the Complaint, Plaintiff avers that he entered into an express and/or implied contract with Defendant Bowman without indicating whether the contract was in writing.

13. Pa.R.C.P. 1019(h) requires that a pleading shall specifically state whether any claim is based upon a writing which should under ordinary circumstances be attached to a copy of the pleading.

14. Finally, the Complaint makes no averment as to when the building was constructed prior to the accident although Pa.R.C.P. 1019(f) requires averments of time, place and items of special damages to be specifically stated.

WHEREFORE, Defendant Gary Bowman individually and d/b/a Bowman Masonry requests a more specific and properly verified complaint and that the claims made against him concerning the trusses be stricken.

MARSHALL, DENNEHEY, WARNER,
COLEMAN & GOGGIN

BY 
for Robert A. Seiferth
Attorney for Defendant Gary Bowman and
Bowman Masonry
I.D. #20481
33 W. Third Street, Suite 200
Williamsport, PA 17701
(570)326-9094

Date: 9/8/00

CERTIFICATE OF SERVICE

I, Robert A. Seiferth, Esquire, hereby certify that I have served a true and correct copy of the foregoing **Preliminary Objections of Gary Bowman and Bowman Masonry to Plaintiff's Complaint** upon all parties:

VIA UNITED STATES REGULAR MAIL:


David P. Eastlack, Esquire
Law Office of Robert A. Stutman, P.C.
275 Commerce Drive, Suite 304
Fort Washington, PA 19034

Terry Pellas
514 12th Street, Juniata
Altoona, PA 16601

MARSHALL, DENNEHEY, WARNER,
COLEMAN & GOGGIN

BY



 Robert A. Seiferth
Attorney for Defendant Gary Bowman and
Bowman Masonry
I.D. #20481
33 W. Third Street, Suite 200
Williamsport, PA 17701
(570)326-9094

Date: 9/8/00

FILED

SEP 11 2000

M/126/110 cc
William A. Shaw
Prothonotary

CS
126

DAVID P. EASTLACK

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

SWISHER CONCRETE PRODUCTS INC

00-1063-CD

VS

BOWMAN, GARY IND. & D/B/A

COMPLAINT

SHERIFF RETURNS

NOW AUGUST 31, 2000 AT 5:53 PM DST SERVED THE WITHIN COMPLAINT ON GARY BOWMAN IND. & D/B/A BOWMAN MASONRY, DEFENDANT AT RESIDENCE, RD#1 BOX 245, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO LOU ELLEN BOWMAN, PART OWNER-SEC. A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF. SERVED BY: NEVLING.

NOW AUGUST 30, 2000, LARRY FIELD, SHERIFF OF BLAIR COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ON TERRY PELLAS, DEFENDANT.

NOW SEPTEMBER 1, 2000 SERVED THE WITHIN COMPLAINT ON TERRY PELLAS, DEFENDANT BY DEPUTIZING THE SHERIFF OF BLAIR COUNTY. THE RETURN OF SHERIFF FIELD IS HERETO ATTACHED AND MADE A PART OF THIS RETURN STATING THAT HE SERVED CRAIG PELLAS, SON OF DEFENDANT.

34.77 SHFF. HAWKINS PAID BY: ATTY.

24.50 SHFF. FIELD PAID BY: ATTY.

20.00 SURCHARGE PAID BY: ATTY.

SWORN TO BEFORE ME THIS

13th DAY OF September 2000
William A. Shaw

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

SO ANSWERS,

Chester A. Hawkins
by Nancy Harris
CHESTER A. HAWKINS
SHERIFF

FILED

SEP 13 2000
019.00 am
William A. Shaw
Prothonotary
EKS

DATE RECEIVED

DATE PROCESSED

SHERIFF'S DEPARTMENT

BLAIR COUNTY, PENNSYLVANIA
COURTHOUSE, HOLLIDAYSBURG, PA. 16648

SHERIFF SERVICE PROCESS RECEIPT, and AFFIDAVIT OF RETURN

INSTRUCTIONS:

Print legibly, insuring readability of all copies.
Do not detach any copies. BCSD ENV. # **I59-18**

1. PLAINTIFF / S / Swisher Concrete		2. COURT NUMBER 00-1063-00	
3. DEFENDANT / S / Gary Bowman et al		4. TYPE OF WRIT OR COMPLAINT Complaint	
5. NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC., TO SERVICE OR DESCRIPTION OF PROPERTY TO BE LEVIED, ATTACHED OR SOLD. Terry Pellas			
6. ADDRESS (Street or RFD, Apartment No., City, Boro, Twp., State and ZIP Code) 514 12th St. Juniata Altoona			
7. INDICATE UNUSUAL SERVICE: <input type="checkbox"/> PERSONAL <input checked="" type="checkbox"/> PERSON IN CHARGE <input type="checkbox"/> DEPUTIZE <input type="checkbox"/> CERT. MAIL <input type="checkbox"/> REGISTERED MAIL <input type="checkbox"/> POSTED <input type="checkbox"/> OTHER			
NOW, _____, I, SHERIFF OF BLAIR, COUNTY, PA., do hereby deputize the Sheriff of County to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff.			
SHERIFF OF BLAIR COUNTY			
8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE:			

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 of levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriffs' sale thereof.

9. SIGNATURE of ATTORNEY or other ORIGINATOR requesting service on behalf of: Robert Stutman (Chafford County)		10. TELEPHONE NUMBER	11. DATE
<input type="checkbox"/> PLAINTIFF <input type="checkbox"/> DEFENDANT			

SPACE BELOW FOR USE OF SHERIFF ONLY — DO NOT WRITE BELOW THIS LINE

12. I acknowledge receipt of the writ or complaint as indicated above.		SIGNATURE of Authorized BCSD Deputy or Clerk and Title Diane L. Witt		13. Date Received 8/31/00	14. Expiration/Hearing Date 9/30/00											
15. I hereby CERTIFY and RETURN that I <input type="checkbox"/> have personally served, <input checked="" type="checkbox"/> have served person in charge, <input type="checkbox"/> have legal evidence of service as shown in "Remarks" (on reverse) <input type="checkbox"/> have posted the above described property with the writ or complaint described on the individual, company, corporation, etc., at the address shown above or on the individual, company, corporation, etc., at the address inserted below by hand ing/or Posting a TRUE and ATTESTED COPY thereof.																
16. <input type="checkbox"/> I hereby certify and return a NOT FOUND because I am unable to locate the individual, company, corporation, etc., named above. (See remarks below)																
17. Name and title of individual served Craig Pellas / son				18. A person of suitable age and discretion then residing in the defendant's usual place of abode. <input type="checkbox"/>	Read Order <input type="checkbox"/>											
19. Address of where served (complete only if different than shown above) (Street or RFD, Apartment No., City, Boro, Twp., State and ZIP Code) Same				20. Date of Service 9/1/00	21. Time 1106											
22. ATTEMPTS	Date	Miles	Dep. Int.	Date	Miles	Dep. Int.	Date	Miles	Dep. Int.	Date	Miles	Dep. Int.	Date	Miles	Dep. Int.	
23. Advance Costs \$150.00		24. Receipt 2131		25. 514 12th St		26. 200		27. Total Costs 24.50		28. COST DUE OR REFUND 125.50						
30. REMARKS																

AFFIRMED and subscribed to before me this 5th		SO ANSWER:	
day of September, 2000		By (Sheriff/Dep. Sheriff) (Please Print or Type) GPT/VJA	
Signature of Notary Public Carol Grieco		Signature of Sheriff [Signature]	
NOTARY PUBLIC Carol Grieco, Notary Public Freedom Twp., Blair County		SHERIFF OF BLAIR COUNTY	
MY COMMISSION EXPIRES My Commission Expires Feb. 3, 2003		39. Date Received	
I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE OF AUTHORIZED ISSUING AUTHORITY			

SHERIFF'S RETURN OF SERVICE

- () (1) The within _____
upon _____, the within named
defendant by mailing to _____
by _____ mail, return receipt requested, postage
prepaid _____ on the _____
a true and attested copy thereof at _____

The return receipt signed by _____
defendant on the _____ is hereto attached and
made part of this return.

- () (2) Outside the Commonwealth, pursuant to Pa. R.C.P. 405 (c) (1) (2), by mailing a true and
attested copy thereof at _____

in the following manner.

- () (a) To the defendant by () registered () certified mail, return receipt requested,
postage prepaid, addressee only on the _____
said receipt being returned NOT signed by defendant, but with a notation by the Postal
Authorities that defendant refused to accept the same. The returned receipt and envelope
is attached hereto and made part of this return.

And thereafter:

- () (b) To the defendant by ordinary mail addressed to defendant at same address, with the
return address of the Sheriff appearing thereon, on the _____

I further certify that after fifteen (15) days from the mailing date, I have not received said
envelope back from the Postal Authorities. A certificate of mailing is hereto attached as a
proof of mailing.

- () (3) By publication in a daily publication of general circulation in the County of **Blair**,
Commonwealth of Pennsylvania, _____ time (s)—with publication appearing

The affidavit from said publication is hereto attached.

- () (4) By mailing to _____
by _____ mail, return receipt requested, postage prepaid,
_____ on the _____
a true and attested copy thereof at _____

The _____ returned by the Postal
Authorities marked _____
is hereto attached.

- () (5) Other _____

15666-00173/RAS

SWISHER CONCRETE PRODUCTS,
INC.

Plaintiff

v.

GARY BOWMAN, Individually and d/b/a
BOWMAN MASONRY, and
TERRY PELLAS

Defendants

: IN THE COURT OF COMMON PLEAS OF
: CLEARFIELD COUNTY, PENNSYLVANIA

:
: CIVIL ACTION - LAW
: NO. 00-1063-CD

:
:
:
:
:
: JURY TRIAL DEMANDED

NOTICE OF SERVING DISCOVERY

TO THE PROTHONOTARY:

Please take notice that Defendant Bowman has served **Request for Production of Documents** addressed to Plaintiff pursuant to the Pennsylvania Rules of Civil Procedure, by mail, postage prepaid, this 18th day of October, 2000.

MARSHALL, DENNEHEY, WARNER,
COLEMAN & GOGGIN

BY Robert A. Seiferth
Robert A. Seiferth
Attorney for Defendant
I.D. #20481
33 W. Third Street, Suite 200
Williamsport, PA 17701
(570)326-9094

FILED

OCT 19 2000

William A. Shaw
Prothonotary

FILED

OCT 19 2000
M1147 MCC
William A. Shaw
Prothonotary

SWISHER CONCRETE PRODUCTS,
INC.

Plaintiff

v.

GARY BOWMAN, Individually and d/b/a
BOWMAN MASONRY, and
TERRY PELLAS

Defendants

: IN THE COURT OF COMMON PLEAS OF
: CLEARFIELD COUNTY, PENNSYLVANIA

:
: CIVIL ACTION – LAW
: NO. 00-1063-CD

:
:
:
:
: JURY TRIAL DEMANDED

NOTICE OF SERVING DISCOVERY

TO THE PROTHONOTARY:

Please take notice that Defendant Gary Bowman d/b/a Bowman Masonry has served
Request for Production of Investigative Reports and Other Documents addressed to
Plaintiff pursuant to the Pennsylvania Rules of Civil Procedure, by mail, postage prepaid, this
9th day of November, 2000.

MARSHALL, DENNEHEY, WARNER,
COLEMAN & GOGGIN

BY Robert A. Seiferth
Robert A. Seiferth
Attorney for Defendant Bowman
I.D. #20481
33 W. Third Street, Suite 200
Williamsport, PA 17701
(570)326-9094

FILED

NOV 13 2000

William A. Shaw
Prothonotary

FILED

NOV 13 2000

MADON
William A. Shaw
Prothonotary

WAS

15666-00173/LAS

SWISHER CONCRETE PRODUCTS,
INC.

Plaintiff

v.

GARY BOWMAN, Individually and d/b/a
BOWMAN MASONRY, and
TERRY PELLAS

Defendants

: IN THE COURT OF COMMON PLEAS OF
: CLEARFIELD COUNTY, PENNSYLVANIA: CIVIL ACTION - LAW
: NO. 00-1063-CD

: JURY TRIAL DEMANDED

**STIPULATION RE: DEFENDANT BOWMAN'S
PRELIMINARY OBJECTIONS**

Swisher Concrete Products by its counsel, David P. Eastlack, Esquire, and Gary Bowman, Individually and d/b/a Bowman Masonry by its counsel, Robert A. Seiferth, Esquire, stipulate and agree as follows:

1. The Preliminary Objections of Gary Bowman, Individually and d/b/a Bowman Masonry shall be deemed as granted.
2. Plaintiff, Swisher Concrete Products, Inc. shall have the right to file an amended complaint against Defendant Gary Bowman within 45 days of the date of this Stipulation.
3. In the event that Plaintiff does not file an amended complaint against Defendant Bowman within 45 days of the date of this Stipulation, Plaintiff's claims against Defendant Bowman will be dismissed with prejudice.

Date: 2/2/01**FILED**Date: 2/6/01

FEB 08 2001

m 11:37/NO
William A. Shaw
Prothonotary

Copy to CA

David P. Eastlack, Esquire
Attorney for Plaintiff Swisher ConcreteRobert A. Seiferth, Esquire
Attorney for Defendant Bowman

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

114 SWISHER CONCRETE PRODUCTS, INC.:

Plaintiff

v.

42 GARY BOWMAN, Individually and d/b/a

112 BOWMAN MASONRY and

91 TERRY PELLAS

Defendants.

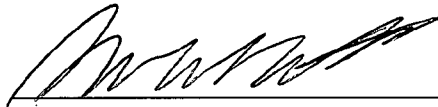
CIVIL ACTION:

No.: 00-1063-CD

ORDER DISMISSING CASE WITH PREJUDICE

TO THE PROTHONOTARY:

Please mark the above matter dismissed with prejudice.



ROBERT A. STUTMAN, ESQUIRE

Attorney for Plaintiff

275 Commerce Drive, Suite 304

Fort Washington, PA 19034

215-283-1177

FILED

JUN 19 2001

William A. Shaw
Prothonotary

FILED

JUN 19 2001
m/343/Cont. Q. to
William A. Shaw
Prothonotary
Atty. Stutman
Copy CA
Ed Fox

60-10-10-10
7-10-10-10

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

Swisher Concrete Products, Inc.

Vs.

No. 2000-01063-CD

Gary Bowman Individually and
d/b/a Bowman Masonry
and Terry Pellas

CERTIFICATE OF DISCONTINUATION

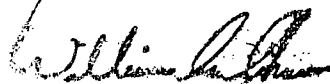
Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on June 19, 2001 marked:

Dismissed with prejudice.

Record costs in the sum of \$159.27 have been paid in full by Robert A. Strutman, Esquire.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 19th day of June A.D. 2001.



William A. Shaw, Prothonotary