

00-1210-CD
DAVE REED -vs- ROCKY THOMAS

William A. Shaw
Prothonotary

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

DAVID W. REED,
t/d/b/a D. W. REED
CONTRACTING,

Plaintiff,

v.

EDWARD G. THOMAS and
BARBARA ANN THOMAS,
husband and wife,

Defendants.

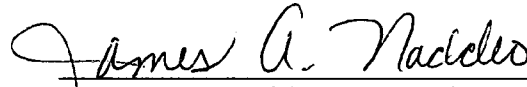
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No. 00-1210-CD

PRAECIPE TO SETTLE AND DISCONTINUE

To the Prothonotary:

Please mark the above-captioned case settled and
discontinued.


James A. Naddeo, Esquire
Attorney for Plaintiff

JAMES A. NADDEO
ATTORNEY AT LAW
211 1/2 EAST LOCUST STREET
P.O. BOX 552
CLEARFIELD, PENNSYLVANIA 16830

Lap over margin

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

CIVIL DIVISION

QCCY

**Dave Reed
Reed, D. W. Contracting**

Vs.

No. 2000-01210-CD

**Rocky Thomas
Shirleen L. Thomas**

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 November 5, 2002 marked:

Settled and Discontinued.

Record costs in the sum of \$80.00 have been paid in full by Rocky Thomas, Defendant.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 5th day of November A.D. 2002.

William A. Shaw, Prothonotary

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

CIVIL DIVISION

**Dave Reed
Reed, D. W. Contracting**

Vs.

No. 2000-01210-CD

**Edward G. Thomas
Barbara Ann Thomas**

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 November 5, 2002 marked:

Settled and Discontinued

Record costs in the sum of \$\$80.00 have been paid in full by Defendant.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 7th day of November A.D. 2002.

William A. Shaw, Prothonotary

Date: 10/19/2000

Clearfield County Court of Common Pleas

User:
BILLSHAW

Time: 02:37 PM

Party Detail Summary

Page 1 of 1

Thomas, Rocky

SSN: DOB: 00/00/0000

Balance due court: 0.00

Case: 2000-0001210-CD

Pending

Defendant

Defendant: Thomas, Rocky

COURT OF COMMON PLEAS

FROM

JUDICIAL DISTRICT

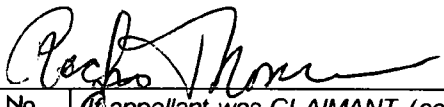
DISTRICT JUSTICE JUDGMENT

46TH

COMMON PLEAS No. 00-1210-CD

NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

NAME OF APPELLANT ROCKY THOMAS		MAG. DIST. NO. OR NAME OF D.J. 46-3-02	
ADDRESS OF APPELLANT 608 S. 2ND ST.		CITY CLEARFIELD	STATE PA
DATE OF JUDGMENT 09-01-00		ZIP CODE 16830	
IN THE CASE OF (Plaintiff) DAVE REED		(Defendant) Rocky Thomas	
CLAIM NO. CV # 0000360-00 LT 19		SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT 	

This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.

This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.

Signature of Prothonotary or Deputy

☒ Appellant was CLAIMANT (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

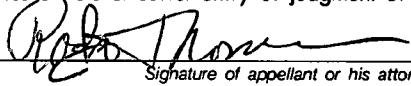
(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

PRAECIPE: To Prothonotary

Enter rule upon **DAVE REED**, appellee(s), to file a complaint in this appeal
Name of appellee(s)

(Common Pleas No. **00-1210-CD**) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

RULE: To **DAVE REED**, appellee(s).
Name of appellee(s)


765-3781
Signature of appellant or his attorney or agent

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of mailing.

Date: **OCT. 2**, 19 **2000**


Signature of Prothonotary or Deputy

FILED

OCT 02 2000
6/8:55/4x
William A. Shaw
Prothonotary

BY DEPT.

PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing the notice of appeal. Check applicable boxes).

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____ ; ss

AFFIDAVIT: I hereby swear or affirm that I served

- ☐ a copy of the Notice of Appeal, Common Pleas No. _____, upon the District Justice designated therein on (date of service) _____, ☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto, and upon the appellee, (name) _____, on _____, 19____ ☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto.
- ☐ and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom the Rule was addressed on _____, 19____, ☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS _____ DAY OF _____, 19____

Signature of affiant

Signature of official before whom affidavit was made

Title of official

My commission expires on _____, 19____

0317

0005 - 10

WEEK 10004
000000

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

NOTICE OF JUDGMENT/TRANSCRIPT CIVIL CASE

PLAINTIFF: NAME and ADDRESS

REED, DAVE
139 WEST MARKET ST
CLEARFIELD, PA 16830

VS.

DEFENDANT: NAME and ADDRESS

THOMAS, ROCKY
PO BOX 458 608 S 2ND ST
CLEARFIELD, PA 16830

~~765-378-724-779-7900~~ 411

Docket No.: **CV-0000360-00**
Date Filed: **7/14/00**



ROCKY THOMAS
PO BOX 458
CLEARFIELD, PA 16830

THIS IS TO NOTIFY YOU THAT:

Judgment: FOR PLAINTIFF

☒ Judgment was entered for: (Name) REED, DAVE

☒ Judgment was entered against: (Name) THOMAS, ROCKY

in the amount of \$ 1,635.45 on: (Date of Judgment) 9/01/00

☐ Defendants are jointly and severally liable. (Date & Time) _____

☐ Damages will be assessed on:

☐ This case dismissed without prejudice.

☐ Amount of Judgment Subject to Attachment/Act 5 of 1996 \$ _____

☐ Levy is stayed for _____ days or ☐ generally stayed.

☐ Objection to levy has been filed and hearing will be held:

Amount of Judgment	\$ 1,579.45
Judgment Costs	\$ 56.00
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 1,635.45

Post Judgment Credits \$ _____

Post Judgment Costs \$ _____

Certified Judgment Total \$ _____

Date:

Place:

Time:

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

9-1-00 Date *Ra Ireland*, District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

_____, Date _____, District Justice

My commission expires first Monday of January,

2006

SEAL

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Dave
Need

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) *RICHARD C. FANNIN* B. Date of Delivery *10/11/00*

C. Signature *Richard C. Fannin* ☐ Agent ☐ Addressee

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

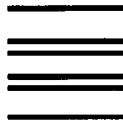
2. Article Number (Copy from service label)

PS Form 3811, July 1999
80-1210-CD

Domestic Return Receipt

102595-99-M-1789

UNITED STATES POSTAL SERVICE



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

Rocky Thomas
PO Box 458
Clearfield PA 16830

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Richard Inerard
Dr. Magistrate

2. Article Number (Copy from service label)

PS Form 3811, July 1999

00-1210-CD

Domestic Return Receipt

102595-99-M-1789

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

Jessica Bishop

B. Date of Delivery

10-11-2000

C. Signature

X [Signature]

☐ Agent

☐ Addressee

D. Is delivery address different from item 1? ☐ Yes

☐ No

If YES, enter delivery address below:

3. Service Type

☒ Certified Mail

☐ Express Mail

☐ Registered

☐ Return Receipt for Merchandise

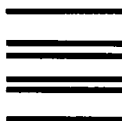
☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

UNITED STATES POSTAL SERVICE



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

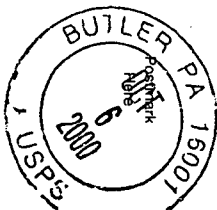
• Sender: Please print your name, address, and ZIP+4 in this box •

Rocky Thomas
PO Box 458
Clearfield PA 16830

7000 0600 0027 8400 5175

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

Postage	\$. 33
Certified Fee	1. 40
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 1. 73



Recipient's Name (Please Print Clearly) (to be completed by mailer)
DAVE REED
Street, Apt. No., or PO Box No.
139 W. MARKET ST.
City, State, ZIP+4
CLARFIELD PA. 16830
PS Form 3800, February 2000 See Reverse for Instructions

Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A signature upon delivery
- A record of delivery kept by the Postal Service for two years

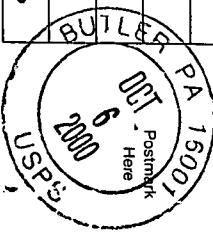
Important Reminders:

- Certified Mail may ONLY be combined with First-Class Mail or Priority Mail.
- Certified Mail is not available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "*Restricted Delivery*".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

IMPORTANT: Save this receipt and present it when making an inquiry.

CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

Postage	\$.33
Certified Fee	1.40
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 1.73



Recipient's Name (Please Print Clearly) (to be completed by mailer)
Richard Frelund
Street, Apt. No., or PO Box No.
650 Leonard St.
City, State, ZIP+4
Clearfield, PA 16830

PS Form 3800, February 2000 See Reverse for Instructions

7000 0600 0027 8400 5168

Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A signature upon delivery
- A record of delivery kept by the Postal Service for two years

Important Reminders:

- Certified Mail may ONLY be combined with First-Class Mail or Priority Mail.
- Certified Mail is not available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "*Restricted Delivery*".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

IMPORTANT: Save this receipt and present it when making an inquiry.

PS Form 3800, February 2000 (Reverse) 102595-99-M-2087

00-1210-CN

PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing the notice of appeal. Check applicable boxes)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Clearfield ; ss

AFFIDAVIT: I hereby swear or affirm that I served

- ☒ a copy of the Notice of Appeal, Common Pleas No. 00-1210-CN, upon the District Justice designated therein on (date of service) 10/06/00, ☐ by personal service ☒ by (certified) (registered) mail, sender's receipt attached hereto, and upon the appellee. (name) DAVE REBO, on 10/06, 2000 ☐ by personal service ☒ by (certified) (registered) mail, sender's receipt attached hereto.
- ☒ and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom the Rule was addressed on 10/06/00, 2000 ☐ by personal service ☒ by (certified) (registered) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS 6th DAY OF October, 2000

Claudia C. Fischer
Signature of official before whom affidavit was made
Claudia C. Fischer, Notary Public
Title of official

[Signature]
Signature of affiant

My commission expires on

Notarial Seal
Claudia C. Fischer, Notary Public
Butler, Butler County
My Commission Expires March 19, 2001
Member, Pennsylvania Association of Notaries

FILED

OCT 09 2000
07:45/46
William A. Shaw
Prothonotary
no c/c

COURT OF COMMON PLEAS

FROM

JUDICIAL DISTRICT

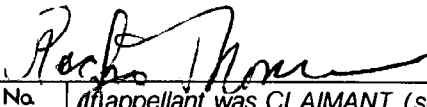
DISTRICT JUSTICE JUDGMENT

46TH

COMMON PLEAS No. 00-1210-CD

NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

NAME OF APPELLANT Rocky Thomas		MAG. DIST. NO. OR NAME OF D.J. 46-3-02	
ADDRESS OF APPELLANT 608 S. 2ND ST.		CITY CLEARFIELD	STATE PA
DATE OF JUDGMENT 09-01-00		ZIP CODE 16830	
IN THE CASE OF (Plaintiff) DAVE REED		(Defendant) Rocky Thomas	
CLAIM NO. CV 19 0000360-00 LT 19		SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT 	

This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.

This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.

If appellant was CLAIMANT (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.

Signature of Prothonotary or Deputy

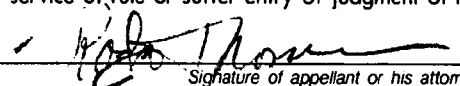
PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

PRAECIPE: To Prothonotary

Enter rule upon **DAVE REED**, appellee(s), to file a complaint in this appeal
Name of appellee(s)

(Common Pleas No. **00-1210-CD**) within twenty (20) days after service of rule or suffer entry of judgment of non pros.


Signature of appellant or his attorney or agent

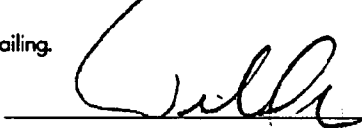
RULE: To **DAVE REED**, appellee(s).
Name of appellee(s)

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of mailing.

Date: **OCT. 2**, 19 **2000**


Signature of Prothonotary or Deputy

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

OCT - 2 2000

Attest:


Prothonotary

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:	46-3-02
DJ Name: Hon.	RICHARD A. IRELAND
Address:	650 LEONARD STREET CLEARFIELD, PA
Telephone:	(814) 765-5335 16830

**RICHARD A. IRELAND
650 LEONARD STREET
CLEARFIELD, PA 16830**

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF: **REED, DAVE**
139 WEST MARKET ST
CLEARFIELD, PA 16830

VS.
DEFENDANT: **THOMAS, ROCKY**
PO BOX 458
CLEARFIELD, PA 16830

Docket No.: **CV-0000360-00**
Date Filed: **7/14/00**



2000-1210-00

THIS IS TO NOTIFY YOU THAT:

Judgment: FOR PLAINTIFF

☒ Judgment was entered for: (Name) REED, DAVE

☒ Judgment was entered against: (Name) THOMAS, ROCKY

in the amount of \$ 1,635.45 on: (Date of Judgment) 9/01/00

☐ Defendants are jointly and severally liable. (Date & Time) _____

☐ Damages will be assessed on:

☐ This case dismissed without prejudice.

☐ Amount of Judgment Subject to Attachment/Act 5 of 1996 \$ _____

☐ Levy is stayed for _____ days or ☐ generally stayed.

☐ Objection to levy has been filed and hearing will be held:

Amount of Judgment	\$ <u>1,579.45</u>
Judgment Costs	\$ <u>56.00</u>
Interest on Judgment	\$ <u>.00</u>
Attorney Fees	\$ <u>.00</u>
Total	\$ <u>1,635.45</u>
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
Certified Judgment Total	\$ _____

Date:	Place:
Time:	

FILED

OCT 27 2000

William A. Shaw

Prothonotary

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

9.1.00 Date [Signature], District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.	
<u>10.16.00</u> Date <u>[Signature]</u> , District Justice	

My commission expires first Monday of January,

2006

SEAL

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

DAVID W. REED,
t/d/b/a D. W. REED,
CONTRACTING,
Plaintiff,

v.

ROSCOE E. THOMAS and,
SHIRLEEN L. THOMAS,
husband and wife,
Defendant.

No. 00-1210-CD

Type of Pleading:

Complaint

Filed on behalf of:
Plaintiff

Counsel of Record for
this party:

James A. Naddeo, Esq.
Pa I.D. 06820

211 1/2 E. Locust Street
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601

FILED

OCT 27 2000

William A. Shaw
Prothonotary

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

DAVID W. REED,	*	
t/d/b/a D. W. REED	*	
CONTRACTING,	*	
Plaintiff,	*	
	*	
v.	*	No. 00-1210-CD
	*	
ROSCOE E. THOMAS and	*	
SHIRLEEN L. THOMAS,	*	
husband and wife,	*	
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.

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURT HOUSE
Market and Second Streets
Clearfield, PA 16830

(814) 765-2641

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

DAVID W. REED,	*	
t/d/b/a D. W. REED	*	
CONTRACTING,	*	
Plaintiff,	*	
	*	
v.	*	No. 00-1210-CD
	*	
ROSCOE E. THOMAS and	*	
SHIRLEEN L. THOMAS,	*	
husband and wife,	*	
Defendants.	*	

COMPLAINT

NOW COMES the Plaintiff, David W. Reed, and by his attorney, James A. Naddeo, Esquire, sets forth the following:

1. The Plaintiff, David W. Reed, t/d/b/a D. W. Reed Contracting, having its principal place of business located at RR1 Box 277, Olanta, Pennsylvania 16863.

2. The Defendants, Roscoe E. Thomas and Shirley L. Thomas, are husband and wife, whose current address is 608 South Second Street, Clearfield, Pennsylvania 16830.

3. That at all times referred to herein, Plaintiff was engaged in the general contracting business.

4. That on or about May 29, 1998, Defendants were the owners, as tenants by the entireties, of a residential property consisting of a cottage and land located in Lawrence Township, Clearfield County, Pennsylvania.

5. That on or about the aforesaid date, the Defendant, Roscoe E. Thomas, requested Plaintiff to replace the roof on the cottage owned by the Defendants.

6. That on the aforesaid date, it is believed and therefore averred that the Defendant, Roscoe E. Thomas, requested said service on behalf of himself as well as the Defendant, Shirleen L. Thomas.

7. That in response to Defendant's request, Plaintiff provided Defendants with a proposal to repair the Defendants' roof for the sum of Eight Hundred Ninety Five Dollars (\$895.00), plus time and materials to replace any rotted areas. A copy of said proposal is attached hereto as Exhibit "A".

8. That Defendant accepted Plaintiff's proposal and in reliance upon that acceptance Plaintiff performed the work contemplated by the proposal on May 29, 1998.

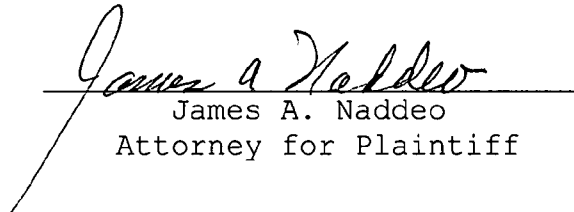
9. That Plaintiff was able to complete the work contemplated by the proposal for the total amount of One Thousand Five Hundred Seventy Nine Dollars (\$1,579.00), which amount included the basic contract price of Eight Hundred Ninety Five Dollars (\$895.00) and time and material for extra work in the amount of Six Hundred Eighty Four Dollars (\$684.00).

10. That Defendants were billed for Plaintiff's work on October 9, 1998. A copy of said bill is attached hereto as Exhibit "B".

11. That Plaintiff continued to bill Defendants monthly until Defendants communicated to Plaintiff that they were unwilling to pay for his material and services.

12. That Defendants have continued in their refusal to pay Plaintiff although Plaintiff has made numerous demands that payments be made.

WHEREFORE, Plaintiff demands judgment against Defendants in the amount of \$1,579.00 with interest from October 9, 1998.


James A. Naddeo
Attorney for Plaintiff

PROPOSAL

DW. Reed Contracting
1206 Daisy St.
Clearfield PA. 16830
765-1249

No.
Date
Sheet No.

Proposal Submitted To:

Name Mr. Thomas
Street
City Clearfield
State Pa.
Phone 765

Work To Be Performed At:

Street
City
Date of Plans
Architect
State

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

Roof Job: Approx. 5 Sq.

Take existing shingles off & dispose of.
Replace with shingles as close as possible to match existing.
Alum. Drip edge installed on edges of roof.
15 lb. felt installed before shingling.
Install stormshield at edge of roof to protect against ice & water backup.

Time & Material will be charged on area's which are rotten & need replaced \$1800 hr plus material (per man). because we don't know how much is rotten.

Flash around chimney with alum.
Clean job site up

Extra labor \$108.00
Material \$53.66 427.50
Total 148.95
~~769.45~~ \$684.45

(Sheeting & Insulation EXTRA.)
3 men 2 hrs \$1300 \$108.00
3 men 1-1-11 900 to 7:00 P.M. 9.5 hrs EXTRA. \$73.00
3 men \$15 hr 427.50

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 (\$ 895.00).

with payments to be made as follows: 1 Day Job pay \$

Day starting \$895.00

Total Due \$ ~~1579.00~~ 684.00

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

End Insurance

Respectfully submitted

Per

Dave Reed \$1579.00

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.

Signature

Date

Signature

EXHIBIT "A"

D. W. Reed Contracting
 1206 Daisy Street
 Clearfield, PA 16830-0000

Invoice

DATE	INVOICE #
10/9/98	8

BILL TO
THOMAS ROOF P.O. Box 458 Clfd PA. 16830

Rocky
Rocky

DESCRIPTION	RATE	QTY	AMOUNT
TOTAL DUE FOR ROOF JOB			1,664.95
DAY STARTING 8895.00	1,664.95		
1 DAY JOB PAY 8769.95	895		
Extra's			
Material 148.95	148.95		
Labor: Sheeting & insulation			
3 men 2 hrs. @ 18.00	108.00		
Labor T-11 9:00 - 7:00 PM,	684.45		
3 men 9.5 hrs @ 15.00 hr	427.50		
142.50			
			1,664.95

\$1579.00

Total ~~1,664.95~~

COMMONWEALTH OF PENNSYLVANIA)

ss.

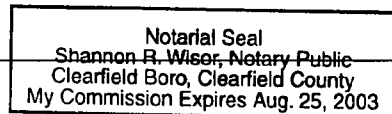
COUNTY OF CLEARFIELD)

Before me, the undersigned officer, personally appeared DAVID W. REED, who being duly sworn according to law, deposes and states that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief.

David W Reed
David W. Reed

SWORN and SUBSCRIBED before me this 27th day of October, 2000.

Shannon R. Wisor



JAMES A. NADDEO
ATTORNEY AT LAW
211 1/2 EAST LOCUST STREET
P.O. BOX 552
CLEARFIELD, PENNSYLVANIA 16830

Lap over margin



OCT 27 2000

01336126

William A. Shaw

Prothonotary

Ex Naddes

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

DAVID W. REED,
t/d/b/a D. W. REED,
CONTRACTING,
Plaintiff,

v.

ROSCOE E. THOMAS and,
SHIRLEEN L. THOMAS,
husband and wife,
Defendant.

No. 00-1210-CD

Type of Pleading:

Certificate of Service

Filed on behalf of:
Plaintiff

Counsel of Record for
this party:

James A. Naddeo, Esq.
Pa I.D. 06820

211 1/2 E. Locust Street
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601

FILED

01/3:28pm
NOV 15 2000

William A. Shaw
Prothonotary
No CC

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

DAVID W. REED,
t/d/b/a D. W. REED,
CONTRACTING,
Plaintiff,

v.

ROSCOE E. THOMAS and,
SHIRLEEN L. THOMAS,
husband and wife,
Defendant.

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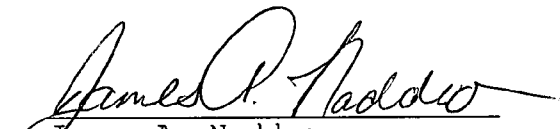
No. 00-1210-CD

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a
certified copy of Complaint in the above-captioned action was
served on the following person and in the following manner on the
27th day of October, 2000:

First-Class Mail, Postage Prepaid

Mr. & Mrs. Roscoe E. Thomas
608 South Second Street
Clearfield, PA 16830


James A. Naddeo
Attorney for Plaintiff

JAMES A. NADDEO
ATTORNEY AT LAW
211 1/2 EAST LOCUST STREET
P.O. BOX 552
CLEARFIELD, PENNSYLVANIA 16830

Lap over margin

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

DAVID W. REED,
t/d/b/a D. W. REED,
CONTRACTING,
Plaintiff,

v.

ROSCOE E. THOMAS and,
SHIRLEEN L. THOMAS,
husband and wife,
Defendant.

No. 00-1210-CD

Type of Pleading:

Certificate of Service

Filed on behalf of:
Plaintiff

Counsel of Record for
this party:

James A. Naddeo, Esq.
Pa I.D. 06820

211 1/2 E. Locust Street
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601

FILED

NOV 22 2000

William A. Shaw
Prothonotary

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

DAVID W. REED,
t/d/b/a D. W. REED,
CONTRACTING,
Plaintiff,

v.

ROSCOE E. THOMAS and,
SHIRLEEN L. THOMAS,
husband and wife,
Defendant.

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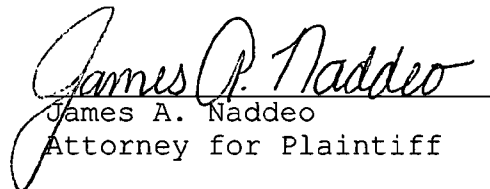
No. 00-1210-CD

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a
Notice of Default in the above-captioned action was served on the
following person and in the following manner on the 22nd day of
November, 2000:

First-Class Mail, Postage Prepaid

Mr. & Mrs. Roscoe E. Thomas
608 South Second Street
Clearfield, PA 16830


James A. Naddeo
Attorney for Plaintiff

- Lap over margin

NOV 22 1990
6:10:55 PM
W 11 11 11
1 cent to Att
[Signature]

William A. Shaw
Prothonotary

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

DAVID W. REED,	*	
t/d/b/a D. W. REED	*	
CONTRACTING,	*	
Plaintiff,	*	
	*	
v.	*	No. 00-1210-CD
	*	
EDWARD G. THOMAS and	*	
BARBARA ANN THOMAS,	*	
husband and wife,	*	
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 Amended 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 Amended Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURT HOUSE
Market and Second Streets
Clearfield, PA 16830

(814) 765-2641

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

DAVID W. REED,	*
t/d/b/a D. W. REED	*
CONTRACTING,	*
Plaintiff,	*
	*
v.	* No. 00-1210-CD
	*
EDWARD G. THOMAS and	*
BARBARA ANN THOMAS,	*
husband and wife,	*
Defendants.	*

AMENDED COMPLAINT

NOW COMES the Plaintiff, David W. Reed, and by his attorney, James A. Naddeo, Esquire, sets forth the following:

1. The Plaintiff is, David W. Reed, t/d/b/a D. W. Reed Contracting, having its principal place of business located at RR1 Box 277, Olanta, Pennsylvania 16863.

2. The Defendants, Edward G. Thomas and Barbara Ann Thomas, are husband and wife, whose current address is 608 South Second Street, Clearfield, Pennsylvania 16830.

3. That at all times referred to herein, Plaintiff was engaged in the general contracting business.

4. That on or about May 29, 1998, Defendants were the owners, as tenants by the entireties, of a residential property consisting of a cottage and land located in Lawrence Township, Clearfield County, Pennsylvania.

5. That on or about the aforesaid date, the Defendant, Edward G. Thomas, requested Plaintiff to replace the roof on the cottage owned by the Defendants.

6. That on the aforesaid date, it is believed and therefore averred that the Defendant, Edward G. Thomas, requested said service on behalf of himself as well as the Defendant, Barbara Ann Thomas.

7. That in response to Defendant's request, Plaintiff provided Defendants with a proposal to repair the Defendants' roof for the sum of Eight Hundred Ninety Five Dollars (\$895.00), plus time and materials to replace any rotted areas. A copy of said proposal is attached hereto as Exhibit "A".

8. That Defendant accepted Plaintiff's proposal and in reliance upon that acceptance Plaintiff performed the work contemplated by the proposal on May 29, 1998.

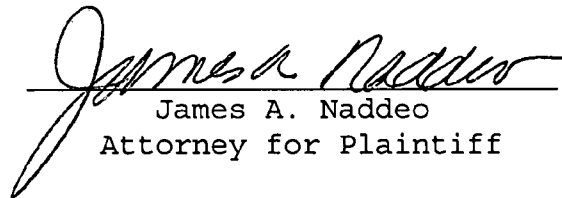
9. That Plaintiff was able to complete the work contemplated by the proposal for the total amount of One Thousand Five Hundred Seventy Nine Dollars (\$1,579.00), which amount included the basic contract price of Eight Hundred Ninety Five Dollars (\$895.00) and time and material for extra work in the amount of Six Hundred Eighty Four Dollars (\$684.00).

10. That Defendants were billed for Plaintiff's work on October 9, 1998. A copy of said bill is attached hereto as Exhibit "B".

11. That Plaintiff continued to bill Defendants monthly until Defendants communicated to Plaintiff that they were unwilling to pay for his material and services.

12. That Defendants have continued in their refusal to pay Plaintiff although Plaintiff has made numerous demands that payments be made.

WHEREFORE, Plaintiff demands judgment against Defendants in the amount of \$1,579.00 with interest from October 9, 1998.


James A. Naddeo
Attorney for Plaintiff

COMMONWEALTH OF PENNSYLVANIA)

ss.

COUNTY OF CLEARFIELD)

Before me, the undersigned officer, personally appeared DAVID W. REED, who being duly sworn according to law, deposes and states that the facts set forth in the foregoing Amended Complaint are true and correct to the best of his knowledge, information and belief.

David W. Reed

David W. Reed

SWORN and SUBSCRIBED before me this 15th day of December, 2000.

Linda C. Lewis

Notarial Seal
Linda C. Lewis, Notary Public
Clearfield Born, Clearfield County
My Commission Expires July 25, 2003

JAMES A. NADDEO
ATTORNEY AT LAW
211 1/2 EAST LOCUST STREET
P.O. BOX 552
CLEARFIELD, PENNSYLVANIA 16830

Lap over margin

FILED
DEC 15 2000
W/03301/KC att, Naddo
William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DAVID W. REED, t/d/b/a
D.W. REED CONTRACTING,
Plaintiff

CIVIL DIVISION

No. 00 - 1210 - CD

Vs.

EDWARD G. THOMAS and BARBARA
ANN THOMAS, husband and
wife,
Defendants

ANSWER AND NEW MATTER TO
AMENDED COMPLAINT

Filed on Behalf of:

Defendants, EDWARD G. THOMAS
and BARBARA ANN THOMAS

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

JAN 10 2001

o/ 1:05/4p
William A. Shaw
Prothonotary

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EAT

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

DAVID W. REED, t/d//b/a D.W. :
REED CONTRACTING, : No. 00 - 1210 - CD
Plaintiff :
Vs. :
EDWARD T. THOMAS and BARBARA ANN :
THOMAS, husband and wife, :
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 New Matter 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 New Matter 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.

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

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

DAVID W. REED, t/d/b/a D.W. REED :
CONTRACTING, : No. 00 - 1210 - CD
Plaintiff :
Vs. :
EDWARD G. THOMAS and BARBARA ANN :
THOMAS, husband and wife, :
Defendants:

ANSWER TO AMENDED COMPLAINT

NOW COMES, Edward G. Thomas and Barbara Ann Thomas, husband and wife, and Defendants above named, and by their Attorney, John R. Ryan, Esquire, make their answer to the Amended Complaint of Plaintiff as follows:

1. Admitted.

2. Admitted.

3. Admitted.

4. Admitted.

5. Admitted.

6. Denied. The original proposal of Plaintiff was submitted to Defendant Edward G. Thomas only, as were the bills submitted by Plaintiff. It is therefore denied that Barbara Ann Thomas is a party to the contract between Plaintiff and Edward G. Thomas, and further denied that Barbara Ann Thomas is a proper party to this action.

7. Admitted in part and denied in part. It is admitted that Plaintiff did submit to Defendant Edward G. Thomas a proposal in the amount of Eight Hundred Ninety Five Dollars (\$895.00), with additional time to be billed at the rate of Eighteen Dollars (\$18.00) per hour, plus materials. It is denied that the proposal attached to Plaintiff's Complaint as Exhibit "A" is a true and correct copy of the original proposal. On the contrary, a true and correct copy of the original proposal is attached to Defendant's New Matter as Exhibit "1".

8. Admitted insofar as Plaintiff did perform work on or about May 29, 1998. It is denied that said work was performed in accordance with the proposal, and it is further denied that the work was performed in an acceptable or satisfactory manner, for the reasons set forth in Defendant's New Matter.

9. Denied for the reasons set forth in Defendant's New Matter.

10. It is admitted that Plaintiff submitted a bill to Defendant Edward G. Thomas on October 9, 1998.

11. Denied for the reasons set forth in Defendant's New Matter.

WHEREFORE, Defendants demand that Plaintiff's Complaint be dismissed, with prejudice.

NEW MATTER

NOW COMES, Edward G. Thomas and Barbara Ann Thomas, Defendants above named, and by their Attorney, John R. Ryan, Esquire, file the following New Matter and aver as follows:

12. Immediately after the Plaintiff's work crew left the job, Defendant Edward G. Thomas contacted Plaintiff and advised that he was unsatisfied with the work, in that the shingles placed on the roof did not match, the windows were not completed and the Plaintiff's crew had damaged the existing roof and the new section of roof.

13. Defendant Edward G. Thomas continued to attempt to contact Plaintiff between June and October of 1998 in an attempt to have the job completed and the damage repaired.

14. Defendant Edward G. Thomas did not receive a bill for Plaintiff's services during this entire time, until finally receiving a bill in October of 1998.

15. In April of 1999, Defendant Edward G. Thomas wrote a letter to Plaintiff, a true and correct copy of which is attached hereto as Exhibit "2" and incorporated by reference.

16. Plaintiff responded by letter dated May 5, 1999, denying responsibility for some of the problems described by Plaintiff and accepting responsibility for others. Plaintiff's letter concluded by stating that he would not make any repairs until paid \$895.00

for the roofing job. A true and correct copy of Plaintiff's letter of May 5, 1999 is attached hereto as Exhibit "3" and incorporated by reference.

17. Upon receipt of the May 5, 1999 letter, Defendant Edward G. Thomas met with Plaintiff at his place of business, at which time Plaintiff promised to return to the property and make the necessary repairs.


18. Defendants heard nothing further from Plaintiff until July of 2000, at which time Plaintiff filed an action at the office of District Justice Richard Ireland against Defendant Edward G. Thomas.

19. On July 24, 2000, Defendant Edward G. Thomas wrote a letter to Plaintiff, a true and correct copy of which is attached hereto as Exhibit "4" and incorporated by reference. Said letter reads, in part, that Defendant Edward G. Thomas was enclosing a check in the amount of \$895.00 as payment in full.

20. Plaintiff accepted the check and did eventually cash the check, which as a matter of law operated as an accord and satisfaction of Plaintiff's claim.

21. Plaintiff never did complete the job as promised and never repaired the damage done by his crew.

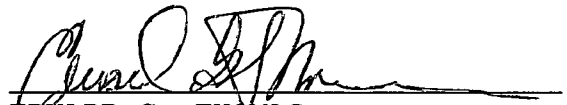
WHEREFORE, Defendants request that the Plaintiff's Complaint
be dismissed, with prejudice.



JOHN R. RYAN, ESQUIRE
Attorney for Defendants

VERIFICATION

I verify that the statements made in this Answer and 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.


EDWARD G. THOMAS

PROPOSAL

D.W. Reed Contracting
1206 Daisy St.
Clearfield PA 16830
765-1249

No.

Date

Sheet No.

Proposal Submitted To:

Name

Mr. Thomas

Street

City

State

Phone

Clearfield
Pa.
765

Work To Be Performed At:

Street

City

Date of Plans

Architect

State

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

Roof Job Approx. 5 Sq.

Take existing shingles off & dispose of.

Replace with shingles as close as possible to match existing.

Alum. Drip edge installed on edges of roof.

15 lb. felt installed before shingling.

Install stormshield at edge of roof to protect against ice & water backup.

Time & Material will be charged on areas which are rotten & need replaced \$1800 HR plus material (per man). Because we don't know how much is rotten.

Seal around chimney with alum.

Clean job site up.

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 (\$ 895.00).

with payments to be made as follows:

1 Day Job pay \$

Day starting \$ 895.00

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

Erie Insurance

Respectfully submitted

Dave Reed

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.

Signature

Date

Signature

Exhibit

"1"

DAVE REED;

I RECEIVED A NOTICE ASKING IF A PROBLEM EXISTS WITH WORK CONTACTED, ALMOST ONE-YEAR-AGO, TO REPLACE A ROOF.

THE FACTS ARE: I CAME TO YOUR PLACE OF BUSINESS THREE TIMES, FOLLOWING JOB

COMPLETION, TO DISCUSS THE PROBLEM AREAS

AND ALSO FOR A FINAL BILL. I WAS

IGNORED UNTIL IN THE FALL A BILL

WAS FINALLY RECEIVED; HOWEVER, THERE

WAS NO CONTACT TO SOLVE ANY OF THE

PROBLEMS OR DAMAGES THAT HAD OCCURRED.

THE FOLLOWING ITEMS ARE UNACCEPTABLE;

(1) THE NEW SHINGLES DO NOT MATCH THE EXISTING ROOF AREAS. WE WERE NOT PRESENTED

WITH A SELECTION BY YOU OR LEZZEL'S.

(2) EXISTING ROOF DAMAGE: SHINGLES ARE TORN AND MISSING IN TWO PLACES WHERE YOUR MEN DAMAGED THE FIVE-YEAR-OLD GARAGE ROOF.

(3) DAMAGE TO NEW ROOF: WHILE REPLACING

THE WINDOW PANELS, THE MEN WALKED ON

THE NEW SHINGLES DAMAGING THE MINERAL SURFACE.

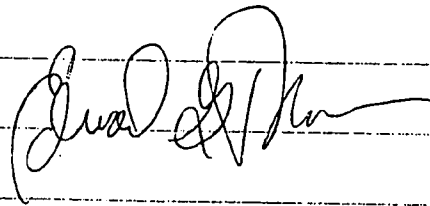
(4) LEAKAGE: WATER IS STILL COMING IN AROUND

THE WINDOWS AND INTO THE KITCHEN
CEILING. "THE ROOF STILL LEAKS!"

(5) WINDOWS: THE INSIDE EDGE OF WOOD,
INSTALLED AGAINST THE GLASS, WAS NOT
PAINTED, AND CONSEQUENTLY, CAN BE SEEN
INSIDE THE HOUSE

(6) ESTIMATE/BILL: THE FINAL BILL IS
THREE HUNDRED DOLLARS HIGHER THAN YOUR
QUOTE.

AS THE CONTRACTOR THESE ARE YOUR PROBLEMS
NOT MINE; FURTHERMORE, I HAVE NO INTENTION
OF PAYING SAID BILL UNTIL THESE AREAS
HAVE BEEN ADDRESSED TO MY SATISFACTION.

A handwritten signature in dark ink, appearing to read "Paul J. [unclear]", with a long horizontal stroke extending to the right.

D.W. REED CONTRACTING
139 W. MARKET STREET
CLEARFIELD, PA 16830

Rocky Thomas
P.O. Box 458
Clearfield, PA 16830

May 5, 1999

Mr. Thomas:

I am writing this letter in response to your letter concerning the past due balance on the roof job. I would like to address each issue that you have brought to my attention.

1) NEW SHINGLES DO NOT MATCH- I had the Lezzer's representative inspect your roof. The shingle that was on your roof was no longer available. The shingle used on your roof job was the closest match Lezzer's could find. Lezzer's also tried to make a deal with you, to replace the bottom half of your roof to make everything match evenly. They said that you were unreasonable. They were unable to come to an acceptable agreement with you.

2) EXISTING ROOF DAMAGE- Your garage roof was already stained and damaged prior to any work we did on your home. My workers were not responsible for any damage to your roof.

3) DAMAGE TO NEW ROOF- I had not been contacted about this problem prior to reading this letter. If my workers were responsible for any damages, I would be willing to take care of any problems. As I stated before this is the first time this has been brought to my attention.

4) LEAKAGE- I had not been notified of this problem prior to this letter. Apparently the leak is in a different area than you originally suspected. The leakage problem was to be on a time and material basis, in addition to the original contract for the roof job. If the leak is in the area that we repaired, we would be more than happy to take care of the problem.

5) WINDOWS- I believed that the job was complete and to your satisfaction. I take responsibility for this. If you would have contacted me sooner, we would have taken care of this months ago.

6) ESTIMATE- The quote was for an approximate rate based on time and material for the extras on the contract. I already gave you a hell of a deal on the labor at \$15.00 and \$18.00 per hour. My normal rate is \$20.00 to \$25.00 per hour.

I never thought that a personal acquaintance would try to rip me off. Before I make any repairs on the time and material extras, I must have payment of \$895.00 for the roof job. Please contact me at home (236-8303), at work (765-8622), or on my car phone (592-4351) to make arrangements. I must hear from you by May 12, 1999 or this will be turned over to collection. I would rather not have to do this, and would like to resolve this matter man to man.

Sincerely,

Dave Reed

Dave Reed

Exhibit

"3"

July 24, 2000

(1)

DAVE REED

UPON RECEIVING YOUR MAY
5, 1999 LETTER, WE CAME
DIRECTLY TO YOUR PLACE OF
BUSINESS TO STRAIGHTEN
OUT A BAD SITUATION.

AMONG AREAS OF DISCUSSION
AT THAT TIME WERE:

YOU WERE UNAWARE THE
SHINGLES DID NOT MATCH

UNTIL INFORMED BY ME THE
DAY FOLLOWING JOB COMPLETION.

AT THAT TIME, YOU FAULTED
YOUR MEN FOR NOT BRINGING
THIS TO YOUR ATTENTION.

NOW HOWEVER, YOU WERE CITING
LEZZERS. YOU THEN AGREED,
AS OUR REPRESENTATIVE AND
CONTRACTOR, IT HAD BEEN

YOUR RESPONSIBILITY TO
CONTACT LEZZERS. YOU HAD

Exhibit

"4"

NOT DONE SO. IN FACT WE DID
AND WERE INFORMED OF YOUR
UNWILLINGNESS TO CO-OPERATE
IN RESOLUTION OF THIS MATTER
AT THE CONCLUSION OF OUR
TALK YOU PROMISED TO:

(1) IMMEDIATELY DISCUSS THE ISSUE
WITH LEZZERS

(2) CONTACT US WITHIN TWO DAYS TO

(3) FIX THE PROBLEM AREAS TO
OUR SATISFACTION

WE NEVER HEARD FROM YOU!

AS TO SIZE:

THE HOUSE WAS 24x28

WITH A SIX-YEAR-OLD 28x28

ADDITION (WITH A PERFECTLY
MATCHED ROOF. THE ADDITION

WAS ADDRESSED BY NO-ONE

NOR WAS REFERENCE MADE TO

YOUR WILLINGNESS TO

SHINGLE THE REMAINING HALF OF
THE ORIGINAL STRUCTURE.

AS YOU ARE MOST LIKELY AWARE,
WE NO LONGER OWN THE HOME
IN QUESTION. HAVING PERSONALLY
TAKEN CARE OF THE OTHER REPAIRS,
THOSE MATTERS ARE OF NO CONCERN
TO ME. SO, IN RESOLUTION OF THIS
MATTER, I AM ENCLOSING A CHECK
COVERING THE \$895.00 ROOFING BILL
AS PAYMENT IN FULL.

IF WE DO NOT HEAR FROM YOU
BY AUGUST 3, WE WILL PROCEED
IN A LEGAL DIRECTION. BE ASSURED.
IF THIS IS NOT ACCEPTABLE, WE
WILL DEFEND AND COUNTER-SUE.
AS YOU CLOSED, "LET'S RESOLVE THIS
MAN TO MAN."

Rocky Thomas

Edward G. Thomas
Barbara A. Thomas
P.O. Box 458
Clearfield, PA 16830-0458

Date 7/24/00

4812

62-76/311

Pay To The
Order Of

Dave Reed

\$ 895

Eight Hundred ninety Five

Dollars



Citibank (South Dakota) N.A.
Payable Through
CITIBANK USA
Wilmington, Delaware

For

[Signature]

⑆031100762⑆042011121094⑆234812

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
CIVIL DIVISION
No. 00 - 1210 - CD

DAVID W. REED, t/d/b/a D.W.
REED CONTRACTING,
Plaintiff

vs.

EDWARD G. THOMAS and BARBARA
ANN THOMAS, Husband and Wife,
Defendants

ANSWER AND NEW MATTER TO AMENDED
COMPLAINT

NOTICE TO PLAINTIFF:

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

John R. Ryan
JOHN R. RYAN, ESQUIRE
Attorney for Defendants

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

Lap over margin

FILED

JAN 10 2001

William A. Shaw
Prothonotary