

00-1386-CD  
MICHAEL FIELDS etux -vs- LADREW BUILDERS, INC.

THE HOPKINS LAW FIRM

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

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

MICHAEL FIELDS and  
LINDA FIELDS,

Plaintiffs,

vs.

LADREW BUILDERS, INC.,

Defendant.

No. 00- 1386-CD

Type of Pleading: Complaint

Filed on behalf of : Michael Fields and  
Linda Fields.

Counsel of Record for this party:

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

900 Beaver Drive  
DuBois, Pennsylvania 15801

(814) 375-0300

**FILED**

NOV 09 2000

William A. Shaw  
Prothonotary

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

MICHAEL FIELDS and  
LINDA FIELDS,

Plaintiffs,

vs.

LADREW BUILDERS, INC.,

Defendant.

No. 00-

**NOTICE**

**TO DEFENDANTS:**

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.**

Office of the Court Administrator  
Clearfield County Courthouse  
One North Second Street  
Clearfield, PA 16830  
(814) 765-2641 ext. 5982

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

MICHAEL FIELDS and  
LINDA FIELDS,

Plaintiffs,

vs.

LADREW BUILDERS, INC.

Defendant.

No. 00-

**COMPLAINT**

AND NOW, comes the Plaintiffs, Michael Fields and Linda Fields, by and through their attorney, David J. Hopkins, Esquire, and files the following Complaint:

1. Plaintiffs are Michael Fields and Linda Fields, husband and wife, residing at 426 DuBois, Street, DuBois, Pennsylvania.

2. Defendant is LaDrew Builders, Inc., a Pennsylvania Corporation, having its principal place of business located at P.O. Box 364, DuBois, Pennsylvania.

3. On July 9, 2000, Plaintiffs, Michael Fields and Linda Fields, and Defendant, LaDrew Builders, Inc., entered into an agreement for the remodeling of the two (2) existing bathrooms in Plaintiffs' home. A copy of the agreement is attached hereto and marked Exhibit "A".

4. The Defendant, LaDrew Builders, Inc., has not fulfilled the provisions of the agreement on its part to be performed.

5. Defendant has performed in a poor, improper and unworkmanlike manner certain items which were expressly or by necessary implication required by the agreement, as follows:

- a) Improperly installed floor joists in the shower area;
- b) Improperly ran pipes through a doorway making it impossible to re-hang door;
- c) Failed to install vanity, toilet, sink, medicine cabinet and closet in bathroom;
- d) Improperly installed showers; and
- e) Failed to install ceramic tile floor in bathroom.

6. Defendant, LaDrew Builders, Inc., also attempted to install a new roof on Plaintiffs' home.

7. Defendant replaced the roof in an improper and unworkmanlike manner.

8. The said roof leaks and has damaged all of the ceiling tile in the living room.

9. LaDrew Builders, Inc. agreed on December 3, 1999 to have men on the job at Plaintiff's home from December 6, 1999 or incur a per diem charge of \$250.00 per business day. See Exhibit "B". LaDrew failed to have their men on the job and incurred a late fee of \$250.00 per business day which now exceeds \$45,000.00.

10. The reasonable cost of remedying the aforesaid breaches is in excess of \$20,000.00

WHEREFORE, Plaintiffs, Linda Fields and Michael Fields, demands judgment against Defendant, LaDrew Builders, Inc., in an amount in excess of \$20,000.00 together with costs and interest as well as such other relief as the Court deems appropriate.

**COUNT II**

11. Plaintiff repeats all of the allegations set forth in paragraphs 1 through 10 as if set forth at length herein.

12. Defendant breached its warranties implied and express that the work performed by Defendant would be completed in a quality workmanlike manner.

WHEREFORE, Plaintiffs, Linda Fields and Michael Fields, demand judgment against Defendant, LaDrew Builders, Inc., in an amount in excess of \$20,000.00 together with costs and interest as well as such other relief as the Court deems appropriate.

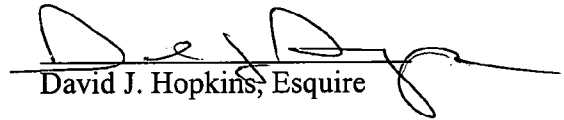
**COUNT III**

13. Plaintiff repeats all of the allegations set forth in paragraphs 1 through 12 as if set forth at length herein.

14. Plaintiff's actions constitute a violation of the Consumer Fraud Act.


WHEREFORE, Plaintiffs, Linda Fields and Michael Fields, demand judgment against Defendant, LaDrew Builders, Inc. in an amount in excess of \$20,000.00 together with treble damages, costs and interest as well as such other relief as the Court deems appropriate.

Respectfully submitted,

  
David J. Hopkins, Esquire

**VERIFICATION**

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



Linda Fields



Michael Fields



**LADREW**  
Builders • Remodelers • Construction Management  
P.O. Box 364  
DU BOIS, PENNSYLVANIA 15801

(814) 372-4900

To: Mrs. Fields  
Dubois Ave  
Dubois, PA 15801

Page No. 1016 of 1 pag

# Proposal

1016

LICENSE NO.

DATE

7-9-99

JOB PHONE NO.

375-1013

JOB NAME / NO.

Fields

JOB LOCATION

We hereby submit specifications and estimates for:

## Remodel existing Bathroom 2nd floor & Basement

### 2ND FLOOR:

Remove existing tub, toilet, sink, vanity heating unit, window, false wall and wall to hallway. (complete removal.)

Build doormer to owner specs on Left side of second floor. (frame, side, shingle new part of doormer to match existing)

PRIME AND FINISH WALL - LATEX PAINT

Install green board on all walls.

Install new subfloor, 2 piece tub unit, shower doors, ceramic tile floor, 36" vanity, marble top, 2 piece toilet, towel bars, medicine cab, light bar and closet side of tub unit, and 24" hot water base board heater. (material to owner specs-o

Install all chrome fixtures and frosted certineetd window.

Install pocket door

INSTALL CEILING FAN + LIGHT

Basement:

Install new shower unit and toilet to owner specs

\*price does not include and wood replacement, major plumbing, or additional plumbing or anything not listed above

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. 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. Our workers are fully covered by Workman's Compensation Insurance.

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Seven thousand Eight Hundred dollars (\$ 7800)

Payment to be made as follows:

Deposit CK # 1983 - 5000.

Bal - 2800

Deposit 2000

Note: This proposal may be withdrawn by us if not accepted within

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. Cancellation must be done in writing.

### Acceptance of Proposal:

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

Signature Linda Fields

Date 7-9-99

Signature

Date

EXHIBIT A

# LaDREW

"ALL YOUR CONSTRUCTION NEEDS"

December 3, 1999

LaDREW Builders and Remodelers will have their men on the job at 426 Du Bois Ave, The Fields job, from December 6 thru December 9, also December 13 thru December 16 each day.

Also if through any fault of LaDREW for not getting the job completed by the 16<sup>th</sup> of December we will deduct \$250 each business day after December 16 if the job is not completed by that date, excluding our own punch list.

\* FIELDS job — Second Floor Bathroom only!

Card M. By  
12-3-99

**FILED**  
01/11/09  
NOV 11 9 31 AM  
William A. Shaw  
Prothonotary  
Attg pd.  
280.00

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

MICHAEL FIELDS and  
LINDA FIELDS,

Plaintiffs,

vs.

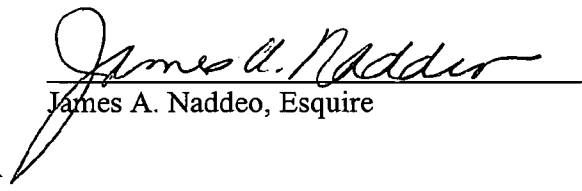
LADREW BUILDERS, INC.,

Defendant.

1386  
No. 00-1368 C.D.

ACCEPTANCE OF SERVICE

I, James A. Naddeo, Esquire, hereby accept service of the Complaint on behalf of my  
client, LaDrew Builders, Inc., on this 4th day of ~~November~~ <sup>December</sup>, 2000.

  
James A. Naddeo, Esquire

FILED

DEC 14 2000

William A. Shaw  
Prothonotary

FILED

DEC 14 2000  
0110:181200C  
William A. Shaw  
Prothonotary  
*WAS*

JAMES A. NADDEO

ATTORNEY AT LAW

211 1/2 EAST LOCUST STREET

P.O. BOX 552,1

CLEARFIELD, PENNSYLVANIA 16830

Lap over margin

FILED

JAN 18 2001

013128/1cc atty  
William A. Naddo  
Prothonotary

1944-45

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

MICHAEL FIELDS and  
LINDA FIELDS,  
Plaintiffs,

v.

LADREW BUILDERS, INC.,  
Defendant.

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\*  
\* No. 00 -1386 - CD  
\*  
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\*

NOTICE TO PLEAD

TO THE PLAINTIFFS:

You are hereby notified to file a written response to the enclosed Counterclaim within twenty (20) days from service hereof or a judgment may be entered against you.

---

James A. Naddeo  
Attorney for Defendant



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

MICHAEL FIELDS and  
LINDA FIELDS,  
Plaintiffs,

v.

LADREW BUILDERS, INC.,  
Defendant.

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No. 00 -1386 - CD

ANSWER TO COMPLAINT AND COUNTERCLAIM

NOW COMES the Defendant and by its attorney, James A. Naddeo, Esquire, sets forth the following:

1. Admitted.

2. Admitted.

3. Admitted.

4. Denied and in further answer the Defendant incorporates the New Matter hereinafter set forth.

5. Denied and on the contrary it is alleged that the work performed by Defendant was done in a workmanlike manner, and more specifically:

a) Denied and on the contrary it is alleged that Defendant properly installed floor joists in the shower area;

b) Denied and on the contrary it is alleged that pipes were not improperly run through a doorway making it impossible to re-hang a door;

c) It is admitted that Defendant failed to install vanity, toilet, sink and medicine cabinet. It is denied that Defendant did not install a closet in the bathroom. In further answer Defendant incorporates the New Matter hereinafter set forth.

d) Denied that Defendant improperly installed the showers.

e) It is admitted that Defendant did not install ceramic tile floor in the bathroom. In further answer thereto it is alleged that the Plaintiff, Linda Fields, advised Defendant that she no longer wanted ceramic tile but preferred to have vinyl flooring. It is further alleged that the Plaintiff, Linda Fields, proceeded to The Floor Show of DuBois, Pennsylvania, and chose vinyl floor tiling.

6. Denied and on the contrary it is alleged that the Defendant did install a new roof upon the entire dwelling of Plaintiffs' dwelling.

7. Denied and on the contrary it is alleged that the construction was performed in a good and workmanlike manner.

8. Denied as stated and on the contrary it is alleged that there was a leak in one of the rooms of the dwelling which Defendant offered to repair but was denied access to the property by Plaintiffs.

9. Denied and on the contrary it is alleged that Defendant was on the premises on the dates and times specified but were unable to complete the job because they had been denied access to the property by the Plaintiffs.

10. Denied in that after reasonable investigation Defendant is without knowledge or information sufficient to form a belief as to the truth of said averment.

WHEREFORE, Defendant respectfully requests that Plaintiffs' claim be dismissed.

#### COUNT II

11. No answer required.

12. Denied and on the contrary it is alleged that the Defendant did not breach its warranties implied and express that the work performed by Defendant would be completed in a quality workmanlike manner.

WHEREFORE, Defendant respectfully requests that Plaintiffs' claim be dismissed.

#### COUNT III

13. No answer required.

14. States a conclusion of law to which no answer is required.

WHEREFORE, Defendant respectfully requests that Plaintiffs' claim be dismissed.

COUNTERCLAIM

15. That on or about July 9, 1999 the Defendant provided Plaintiffs with a proposal to do remodeling work upon their residence at a cost of \$7,800.00 as appears from the proposal attached to Plaintiffs' Complaint and incorporated hereto by reference.

16. That additional work in the amount of \$24,310.00 was requested by the Plaintiffs as appears from the Additional Work Authorization forms attached hereto collectively as Exhibit "C".

17. That the Plaintiff, Linda Fields, verbally approved additional work for plumbing in the amount of \$3,240.38.

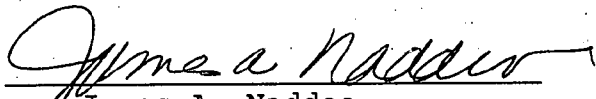
18. That the Plaintiff, Linda Fields, verbally approved additional work for window installation in the amount of \$2,700.00.

19. That Defendant completed the work at which time there was due and owing to the Defendant the sum of \$30,250.38.

20. That the Plaintiff, Linda Fields, advised Defendant that it would be paid in full when she received an inheritance from her family's estate in February of 2000 and April of 2000.

21. That Plaintiffs' subsequently failed and/or refused to pay the balance owed to Defendant.

WHEREFORE, Defendant claims damage from Plaintiffs in the amount of \$30,250.38 with interest as provided by law.

  
James A. Naddeo  
Attorney for Defendant

COUNTY OF CLEARFIELD

x Marcy Schlosser  
Marcy Schlosser

*Linda C Lewis*

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

# ADDITIONAL WORK AUTHORIZATION

**LADREW**

Builders, Remodelers & Construction Management  
P.O. Box 364  
DU BOIS, PENNSYLVANIA 15801  
(814) 372-4900

OWNER'S NAME <i>Linda Fields</i>	PHONE <i>375-1013</i>	DATE <i>7/17/99</i>
STREET <i>SEE CONTRACT 1016</i>	JOB NAME	JOB NUMBER
CITY <i>STATE</i>	STREET	
EXISTING CONTRACT NUMBER	DATE OF EXISTING CONTRACT	CITY
		STATE

You are authorized to perform the following specifically described additional work:

<i>BASEMENT SHOWER UNIT / TOILET REPLACEMENT</i>	
<i>ADDITIONAL COST 3 piece unit</i>	<i>100.00</i>
<i>BALL VALVES @ 45</i>	<i>270.00</i>
<i>MOVE PLUMBING</i>	<i>75.00</i>
<i>DRAIN FOR SHOWER</i>	<i>125.00</i>
<i>TOILET BUILD UP / BOLTS / BRACING / CONCRETE</i>	<i>N/C</i>
<i>TOILET Supply + Valve</i>	<i>45.00</i>
<i>WATER MAIN - NEW VALVE - PARTS - LABOR</i>	<i>225.00</i>
<i>FRAME OUT TUB / CUT TOICES</i>	<i>95.00</i>
	<i>915.00</i>

*Approved 7/19/99*

**ADDITIONAL CHARGE FOR ABOVE WORK IS: \$** \_\_\_\_\_

Payment will be made as follows: \_\_\_\_\_

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Date *7/17/99* Authorizing Signature *Linda Fields*  
(OWNER SIGNS HERE)

We hereby agree to furnish labor and materials - complete in accordance with the above specifications, at above stated price.

Authorized Signature *[Signature]* Date *7/17/99*  
(CONTRACTOR SIGNS HERE)

**THIS IS CHANGE ORDER NO.** \_\_\_\_\_

NOTE: This Revision becomes part of, and in conformance with, the existing contract.

EXHIBIT "A"

# ADDITIONAL WORK AUTHORIZATION

## LADREW

Builders, Remodelers & Construction Management  
P.O. Box 364  
DU BOIS, PENNSYLVANIA 15801  
(814) 372-4900

OWNER'S NAME <u>LINDA FIELDS</u>		PHONE <u>375 1013</u>	DATE <u>7/27/99</u>
STREET <u>426 W. Dubois Ave</u>		JOB NAME <u>same</u>	JOB NUMBER <u>      </u>
CITY <u>DUBOIS</u>	STATE <u>PA 15801</u>	STREET <u>same</u>	
EXISTING CONTRACT NUMBER <u>      </u>	DATE OF EXISTING CONTRACT <u>      </u>	CITY <u>same</u>	STATE <u>      </u>

You are authorized to perform the following specifically described additional work:

SHEATH ENTIRE ROOF AREA (except near Pommel to be inspected & sheathed if needed) (SHEATHING EXTRA)  
SHINGLE ROOF AREA (new sheathing and BRK Pommel)

\*Price Does not include re-support / Build up of Eves —

APPROVE 7/26

ADDITIONAL CHARGE FOR ABOVE WORK IS: \$ 5175<sup>00</sup>/<sub>xy</sub>

Payment will be made as follows: \_\_\_\_\_

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Date 7/26/99 Authorizing Signature [Signature]

(OWNER SIGNS HERE)

~~We hereby agree to furnish labor and materials complete in accordance with the above specifications, at above stated price.~~

Authorized Signature Linda Fields

(CONTRACTOR SIGNS HERE)

Date 7-27-99

**THIS IS CHANGE ORDER NO.** \_\_\_\_\_

NOTE: This Revision becomes part of, and in conformance with, the existing contract.



# ADDITIONAL WORK AUTHORIZATION

## LADREW

Builders, Remodelers & Construction Management  
P.O. Box 364  
DU BOIS, PENNSYLVANIA 15801  
(814) 372-4900

# 3

OWNER'S NAME <i>Linda Fields</i>	PHONE <i>3751013</i>	DATE <i>8/10/99</i>
STREET <i>124 Du Bois St</i>	JOB NAME <i>Fields</i>	JOB NUMBER
CITY <i>Du Bois</i>	STATE <i>PA</i>	STREET
EXISTING CONTRACT NUMBER	DATE OF EXISTING CONTRACT	CITY
		STATE

You are authorized to perform the following specifically described additional work:

Rebuild / Frame out Front windows  
So siding can be installed. 350.<sup>00</sup>

Rebuild 24' Overhang Complete roof 3500.<sup>00</sup>

Rebuild Back Porch Area 1,100.<sup>00</sup>

Re-Sheath Back Porch Area 750.<sup>00</sup>

Install ridge vent 48' 360.<sup>00</sup>

Side Front 5/Back Doors 1700.<sup>00</sup>

~~Rebuild Top Doors 1700.~~

ADDITIONAL CHARGE FOR ABOVE WORK IS: \$

*7766.<sup>00</sup>*

Payment will be made as follows: \_\_\_\_\_

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Date

*8/18/99*

Authorizing Signature

*Linda Fields*

(OWNER SIGNS HERE)

We hereby agree to furnish labor and materials - complete in accordance with the above specifications, at above stated price.

Authorized Signature \_\_\_\_\_

(CONTRACTOR SIGNS HERE)

Date \_\_\_\_\_

**THIS IS CHANGE ORDER NO.** \_\_\_\_\_

NOTE: This Revision becomes part of, and in conformance with, the existing contract.

# ADDITIONAL WORK AUTHORIZATION

## LADREW

Builders, Remodelers & Construction Management  
P.O. Box 364  
DU BOIS, PENNSYLVANIA 15801  
(814) 372-4900

OWNER'S NAME <b>LINDA FIELDS</b>	PHONE <b>814 371 1013</b>	DATE <b>9-23-99</b>
STREET <b>DUBOIS Ave</b>	JOB NAME	JOB NUMBER
CITY <b>DUBOIS</b>	STATE <b>PA</b>	STREET
EXISTING CONTRACT NUMBER	DATE OF EXISTING CONTRACT	CITY
		STATE

You are authorized to perform the following specifically described additional work:

- INSTALL STEEL DOOR IN FRONT ENTRANCE of DWELLING - WITH OVAL WINDOW & WHITE PAINT FROM FACTORY
- INSTALL STEEL DOOR - 9 LIGHT CROSS BUCK IN REAR ENTRANCE of DWELLING (WHITE PAINT) FROM FACTORY
- INSTALL SCREEN DOORS (2) FRONT & REAR of DWELLING. DOORS TO HAVE FULL VIEW GLASS WHITE PAINT FROM FACTORY

ADDITIONAL CHARGE FOR ABOVE WORK IS: \$

**\$ 2925<sup>00</sup>**

Payment will be made as follows:

**TWO THOUSAND NINE HUNDRED TWENTY FIVE DOLLARS**

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Date \_\_\_\_\_

Authorizing Signature

**Linda Fields**  
(OWNER SIGNS HERE)

We hereby agree to furnish labor and materials - complete in accordance with the above specifications, at above stated price.

Authorized Signature

**[Signature]**  
(CONTRACTOR SIGNS HERE)

Date

**9/23/99**

**THIS IS CHANGE ORDER NO.**

NOTE: This Revision becomes part of, and in conformance with, the existing contract.

# ADDITIONAL WORK AUTHORIZATION

## LADREW

Builders, Remodelers & Construction Management  
P.O. Box 364  
DU BOIS, PENNSYLVANIA 15801  
(814) 372-4900

OWNER'S NAME <b>LINDA FIELDS</b>	PHONE <b>375-1013</b>	DATE <b>9-23-99</b>
STREET <b>DuBois Ave</b>	JOB NAME	JOB NUMBER <b>1016</b>
CITY <b>DuBois</b>	STATE <b>PA</b>	STREET
EXISTING CONTRACT NUMBER	DATE OF EXISTING CONTRACT	CITY
		STATE

You are authorized to perform the following specifically described additional work:

~~INSTALL~~ 8 11. (ELEVEN WINDOWS - WHITE VINYL DBL HUNG) IN DWELLING (2 OF 11 ARE FIXED GLASS ON EACH SIDE OF FRONT DOOR)  
- REMOVE & DISPOSE OF EXISTING 6 WINDOWS  
- INSTALL NEW WINDOWS @ 100.00 per window  
  
~~INSTALL~~ 1 Bay Window 60" x 58" IN FRONT OF DWELLING.  
REMOVE EXISTING 5 WINDOWS - BRICK UP TWO ENDS TO OPENING OF Bay Window - INSTALL Bay @ 500.00  
BRICK WORK - ADDITIONAL  
EXISTING MOLDING TO BE RE-INSTALLED AT ADDITIONAL COST.  
(100.00 per window)

ADDITIONAL CHARGE FOR ABOVE WORK IS: \$

**7535.00**

(SEVENTH THOUSAND FIVE HUNDRED THIRTY FIVE DOLLARS)

Payment will be made as follows:

(WINDOWS ONLY) (INSTALLATION ADDITIONAL)

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Date

Authorizing Signature

*Linda Fields*

(OWNER SIGNS HERE)

We hereby agree to furnish labor and materials complete in accordance with the above specifications, at above stated price.

Authorized Signature

*Charles M. [Signature]*

(CONTRACTOR SIGNS HERE)

Date

**9/23/99**

**THIS IS CHANGE ORDER NO.**

NOTE: This Revision becomes part of, and in conformance with, the existing contract.

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

MICHAEL FIELDS and  
LINDA FIELDS,  
Plaintiffs,

v.

LADREW BUILDERS, INC.,  
Defendant.

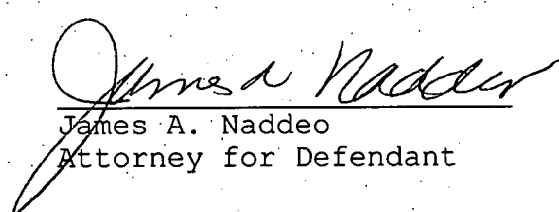
\*  
\*  
\*  
\*  
\* No. 00 -1386 - CD  
\*  
\*  
\*

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a  
certified copy of Defendant's Answer to Complaint and Counterclaim  
filed in the above-captioned action was served on the following  
person and in the following manner on the 18th day of January,  
2001:

First-Class Mail, Postage Prepaid

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

  
James A. Naddeo  
Attorney for Defendant

THE HOPKINS LAW FIRM

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

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

MICHAEL FIELDS and  
LINDA FIELDS,

Plaintiffs,

vs.

LADREW BUILDERS, INC.,

Defendant.

No. 00- 1386 C.D.

Type of Pleading: Answer to Counterclaim  
and New Matter

Filed on behalf of : Michael Fields and  
Linda Fields.

Counsel of Record for this party:

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

900 Beaver Drive  
DuBois, Pennsylvania 15801

(814) 375-0300

NOTICE TO PLEAD

You are hereby notified to plead  
to the within pleading within  
twenty (20) days of service thereof  
or default judgment may be entered  
against you.

  
David J. Hopkins, Esquire  
Attorney for Plaintiffs

**FILED**

FEB 20 2001

William A. Shaw  
Prothonotary

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

MICHAEL FIELDS and  
LINDA FIELDS,

Plaintiffs,

vs.

No. 00- 1386 C.D.

LADREW BUILDERS, INC.

Defendant.

**ANSWER TO COUNTERCLAIM AND NEW MATTER**

AND NOW, comes the Plaintiffs, Michael Fields and Linda Fields, by and through their attorneys, The Hopkins Law Firm, and answers the Counterclaim of LaDrew Builders, Inc. as follows:

15. Admitted.

16. Admitted in part and denied in part. It is admitted Plaintiffs authorized \$24,310.00 as set forth in Exhibit "A" (not Exhibit "C"). However, Plaintiffs deny requesting most of the work set forth in Exhibit "A". To the contrary, Defendant advised Plaintiff the vast majority of the work was needed.

17. Denied. Plaintiff did not verbally request additional plumbing work.

18. Denied. Plaintiff did not verbally approved additional work for window installation in the amount of \$2,700.00. By way of further answer, Defendant initially offered to install six (6) windows on behalf of Plaintiff for free in an attempt to appease Plaintiff for the poor workmanship and Defendant's delays. Plaintiff requested additional window and door work as set forth in Exhibit "A". No additional window work was requested by Plaintiff.

19. Denied. For all of the reasons set forth in Plaintiffs' Complaint, Plaintiffs deny there is any money due and owing Defendant.

20. Admitted in part and denied in part. Plaintiff admits advising Defendant she would receive an inheritance. That conversation took place prior to Defendant performing any work set forth in Exhibit "A". Plaintiff denies telling Defendant that he would be paid when Plaintiff received her inheritance. Defendant's failure to complete the work set forth on Exhibit "A" and poor workmanship constituted a breach of the contract between the parties. By way of further answer, during Defendant's work, Plaintiff became extremely ill and suffered from an anxiety attack. During said attack, Defendant had Plaintiff sign a document stating that she owed Defendant \$20,000.00 and she would pay him when she received her inheritance. However, Defendant never showed up for work nor properly completed the work he was scheduled to undertake.

21. Denied. Plaintiffs owe the Defendant no money. To the contrary, Defendant owes the Plaintiff money as set forth in Plaintiff's Complaint.

WHEREFORE, Plaintiffs demand judgment dismissing Defendant, LaDrew Builders, Inc.'s Counterclaim with prejudice.

**NEW MATTER**

22. Claims of Defendant are barred as a result of Defendant's breach of the contract by the Defendant.

23. Defendant's claims are barred in as much as Defendant failed to complete the work in a workmanlike manner.

24. Defendant's claims are barred inasmuch as Defendant failed to complete the work in a reasonable time period.




25. Defendant's claims are barred inasmuch as Defendant has failed to honor the expressed and implied warranties as set forth in his contract.

26. Defendant's claims are offset by monies owed by the Defendant to the Plaintiff.

27. Defendant's claims are offset for all of the reasons set forth in Plaintiff's Complaint including but not limited to Defendant's failure to complete the work in a timely fashion.

Respectfully submitted,

  
David J. Hopkins, Esquire

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

MICHAEL FIELDS and  
LINDA FIELDS,

Plaintiffs,

vs.

No. 00-

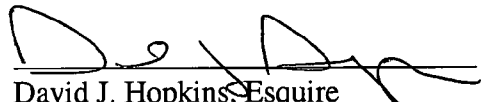
LADREW BUILDERS, INC.,

Defendant.

**CERTIFICATE OF SERVICE**

I, the undersigned, hereby certify that a true and correct copy of the Answer to Counterclaim and New Matter, filed on behalf of Michael Fields and Linda Fields, was forwarded on the 19<sup>th</sup> day of February, 2001, by U.S. Mail, postage prepaid, to all counsel of record, addressed as follows:

James A. Naddeo, Esquire  
211 ½ E. Locust Street  
P.O. Box 552  
Clearfield, PA 16830

  
David J. Hopkins, Esquire  
Attorney for Michael and Linda Fields  
Supreme Court No. 42519

**VERIFICATION**

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

  
\_\_\_\_\_  
Linda Fields

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William A. Shaw  
Prothonotary  
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G. J.  
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William A. Shaw  
Prothonotary

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

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CP

**William A. Shaw**  
**Prothonotary**

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

MICHAEL FIELDS and  
LINDA FIELDS,  
Plaintiffs,

v.

LADREW BUILDERS, INC.,  
Defendant.

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\* No. 00 -1386 - CD  
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AND NOW, this 9<sup>th</sup> RULE day of July, 2001, upon consideration of the attached Petition to Withdraw as Counsel, a Rule is hereby issued upon Defendant to Show Cause why the Petition to Withdraw as Counsel should not be granted. Rule Returnable for written response on the 30 of July, 2001.

NOTICE

A PETITION HAS BEEN FILED AGAINST YOU IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PETITION, YOU MUST TAKE ACTION BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE MATTER SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND AN ORDER MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR RELIEF REQUESTED BY THE PETITIONER OR MOVANT. YOU MAY LOSE 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  
Market Street  
Clearfield, PA 16830  
(814) 765-2641

BY THE COURT,

**FILED**

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011:30/01  
William A. Shaw  
Prothonotary

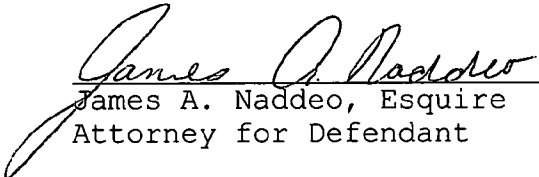
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*[Signature]*

*[Signature]*  
Judge

7. That your Petitioner billed Defendant for his services but Defendant has failed and/or refused to pay the balance of Petitioner's statement for services rendered.

WHEREFORE, Petitioner respectfully requests your Honorable Court to enter a Rule upon Defendant, LaDrew Builders, Inc., to show cause why Petitioner should not be allowed to withdraw as counsel.

  
James A. Naddeo, Esquire  
Attorney for Defendant



COMMONWEALTH OF PENNSYLVANIA)

ss.

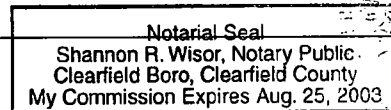
COUNTY OF CLEARFIELD )

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

James A. Naddeo  
James A. Naddeo

SWORN and SUBSCRIBED before me this 10th day of July, 2001.

Shannon R. Wisor



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

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William A. Shaw  
Prothonotary

**William A. Shaw**  
**Prothonotary**

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

MICHAEL FIELDS and  
LINDA FIELDS,  
Plaintiffs,

v.

LADREW BUILDERS, INC.,  
Defendant.

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No. 00 -1386 - CD

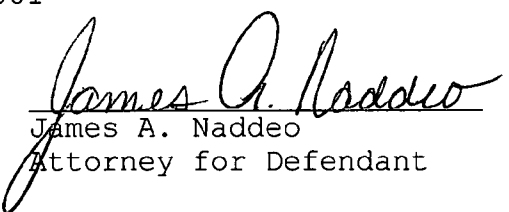
CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a  
certified copy of Petition to Withdraw as Counsel filed in the  
above-captioned action was served on the following person and in  
the following manner on the 10th day of July, 2001:

First-Class Mail, Postage Prepaid

David McGarrey  
LaDrew Builders, Inc.  
PO Box 364  
DuBois, PA 15801

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

  
James A. Naddeo  
Attorney for Defendant

**JAMES A. NADDEO**

01/13/84  
JAC  
Atty Maddeo  
[Signature]  
WILLIAM J. MADDEO  
PROSECUTOR

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

MICHAEL FIELDS and  
LINDA FIELDS,  
Plaintiffs,

v.

LADREW BUILDERS, INC.,  
Defendant.

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No. 00 -1386 - CD

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Type of Pleading:

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ORDER

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Filed on behalf of:  
Defendant

\*

\*

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**

AUG 15 2001

William A. Shaw  
Prothonotary

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

MICHAEL FIELDS and  
LINDA FIELDS,  
Plaintiffs,

v.

LADREW BUILDERS, INC.,  
Defendant.

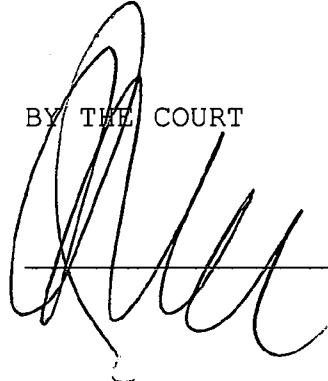
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No. 00 -1386 - CD

**ORDER**

NOW, this 15<sup>th</sup> day of August, 2001, upon consideration of the Petition to Withdraw as Counsel filed by James A. Naddeo, Esquire, it appearing that a return date was set upon set Petition for July 30, 2001, and the Defendant having failed to file a response, it is the ORDER of this Court that James A. Naddeo, Esquire, be permitted to withdraw as counsel on behalf of the Defendant, LaDrew Builders, Inc. It is the further ORDER of this Court that a certified copy of this Order be directed to LaDrew Builders, Inc. by James A. Naddeo, Esquire.

BY THE COURT



---

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

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**FILED**

SEP 27 2001

0/10:31 a-2  
William A. Shaw  
Prothonotary

Shaw Co. cc to

*[Handwritten signature]*  
*[Handwritten initials]*



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

MICHAEL FIELDS and  
LINDA FIELDS,  
Plaintiffs,

v.

LADREW BUILDERS, INC.,  
Defendant.

No. 00-1386-CD

Type of Pleading:

Praecipe to Withdraw

Filed on behalf of:  
Defendant

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**

SEP 20 2001

William A. Shaw  
Prothonotary

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

MICHAEL FIELDS and  
LINDA FIELDS,

Plaintiffs,

v.

LADREW BUILDERS, INC.,

Defendant.

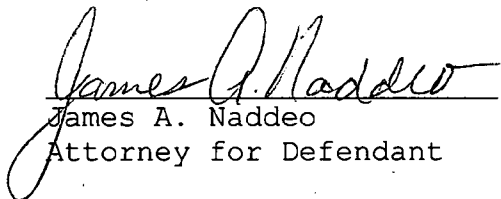
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No. 00-1386-CD

**PRAECIPE TO WITHDRAW**

TO THE PROTHONOTARY:

Kindly withdraw my appearance on behalf of Defendant,  
LaDrew Builders, Inc.

  
James A. Naddeo  
Attorney for Defendant

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

MICHAEL FIELDS and  
LINDA FIELDS,  
Plaintiffs,

v.

LADREW BUILDERS, INC.,  
Defendant.

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No. 00-1386-CD

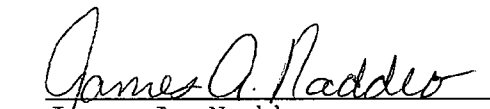
**CERTIFICATE OF SERVICE**

I, James A. Naddeo, Esquire, do hereby certify that a certified copy of Praecipe to Withdraw filed in the above-captioned action was served on the following persons and in the following manner on the 20th day of September, 2001:

First-Class Mail, Postage Prepaid

David McGarrey  
LaDrew Builders, Inc.  
PO Box 364  
DuBois, PA 15801

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

  
James A. Naddeo  
Attorney for Defendant



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

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

DAVID S. MEHOLICK  
COURT ADMINISTRATOR

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

MARCY KELLEY  
DEPUTY COURT ADMINISTRATOR

COPY

**Notice of Proposed Termination of Court Case**

November 10, 2005

RE: 00-1386-CD  
Michael Fields and Linda Fields  
Vs.  
LaDrew Builders, Inc.

Dear Plaintiff/Defendant:

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

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

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

By the Court,

David S. Meholic  
Court Administrator

LM



OFFICE OF COURT ADMINISTRATOR  
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

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

DAVID S. MEHOLICK  
COURT ADMINISTRATOR

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

MARCY KELLEY  
DEPUTY COURT ADMINISTRATOR

**Notice of Proposed Termination of Court Case**

November 10, 2005

RE: 00-1386-CD  
Michael Fields and Linda Fields  
Vs.  
LaDrew Builders, Inc.

Dear Plaintiff/Defendant:

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

By the Court,

A handwritten signature in black ink, appearing to read "David S. Meholic".

David S. Meholic  
Court Administrator

WILLIAM A. SHAW  
PROTHONOTARY  
and CLERK of COURTS  
P.O. BOX 549  
CLEARFIELD, PENNSYLVANIA 16830

William A. Shaw  
Prothonotary/Clerk of Courts

FILED  
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~~William A. Shaw~~  
LaDrew Builders, Inc.  
PO Box 364  
DuBois, PA

☒ A ☐ INSUFFICIENT ADDRESS  
☐ C ☐ ATTEMPTED NOT KNOWN  
☐ S ☐ NO SUCH NUMBER/STREET  
☐ NOT DELIVERABLE AS ADDRESSED  
☐ UNABLE TO FORWARD

**RTS**  
RETURN TO SENDER

00-1386-25

00-1386



OFFICE OF COURT ADMINISTRATOR  
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

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

DAVID S. MEHOLICK  
COURT ADMINISTRATOR

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

MARCY KELLEY  
DEPUTY COURT ADMINISTRATOR

**Notice of Proposed Termination of Court Case**

November 10, 2005

RE: 00-1386-CD  
Michael Fields and Linda Fields  
Vs.  
LaDrew Builders, Inc.

Dear Plaintiff/Defendant:

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

By the Court,

A handwritten signature in black ink, appearing to read "David S. Meholick".

David S. Meholick  
Court Administrator



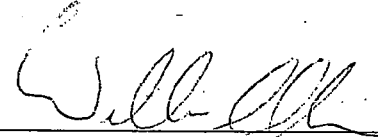
In the Court of Common Pleas of Clearfield County, Pennsylvania  
Civil Division

In Re: Inactive Case Dismissal

06-01-MD

I, William A. Shaw, hereby certify that notice of termination for the following inactive cases was published in the Clearfield County Legal Journal January 27, 2006, per Rule 230.2:

96-0188-CD	00-0793-CD	00-1532-CD
96-1586-CD	00-0799-CD	01-0146-CD
98-1317-CD	00-0822-CD	01-0237-CD
00-0046-CD	00-0823-CD	01-1030-CD
00-0143-CD	00-0992-CD	01-1869-CD
00-0203-CD	00-1019-CD	02-0373-CD
00-0533-CD	00-1061-CD	02-0374-CD
00-0543-CD	00-1062-CD	02-1300-CD
00-0567-CD	00-1078-CD	02-1308-CD
00-0629-CD	00-1085-CD	02-1610-CD
00-0732-CD	00-1220-CD	03-0091-CD
00-0756-CD	00-1264-CD	03-0138-CD
00-0760-CD	00-1321-CD	03-0172-CD
00-0768-CD	00-1372-CD	03-1148-CD
00-0782-CD	<del>00-1386-CD</del>	03-1176-CD
00-0791-CD	00-1492-CD	

  
William A. Shaw, Prothonotary

**FILED**  
MAY 04 2006  
William A. Shaw  
Prothonotary/Clerk of Courts

CA

In the Court of Common Pleas of Clearfield County, Pennsylvania  
Civil Division

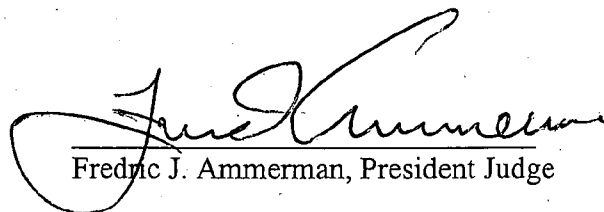
In Re: Inactive Case Dismissal

06-01-MD

NOW, this 3<sup>RD</sup> day of May, 2006, the Court hereby directs the  
Prothonotary to terminate the following cases for inactivity, per Rule 230.2:

96-0188-CD	00-0793-CD	00-1532-CD
96-1586-CD	00-0799-CD	01-0146-CD
98-1317-CD	00-0822-CD	01-0237-CD
00-0046-CD	00-0823-CD	01-1030-CD
00-0143-CD	00-0992-CD	01-1869-CD
00-0203-CD	00-1019-CD	02-0373-CD
00-0533-CD	00-1061-CD	02-0374-CD
00-0543-CD	00-1062-CD	02-1300-CD
00-0567-CD	00-1078-CD	02-1308-CD
00-0629-CD	00-1085-CD	02-1610-CD
00-0732-CD	00-1220-CD	03-0091-CD
00-0756-CD	00-1264-CD	03-0138-CD
00-0760-CD	00-1321-CD	03-0172-CD
00-0768-CD	00-1372-CD	03-1148-CD
00-0782-CD	00-1386-CD	03-1176-CD
00-0791-CD	00-1492-CD	

BY THE COURT:

  
Fredric J. Ammerman, President Judge

**FILED**  
MAY 04 2006  
William A. Shaw  
Prothonotary/Clerk of Courts  
ice CIA  
ice mds  
Ford, Ireland, Rudella