

00-1386-CD
MICHAEL FIELDS et ux -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.

No. 00- 1386-CJ

LADREW BUILDERS, INC.,

Defendant.

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 19 2000

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-

LADREW BUILDERS, INC.,
Defendant.

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. No. 00-

LADREW BUILDERS, INC.

Defendant.

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

WHERFORE, 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
Linda Fields

Michael 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. _____ of _____ 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-0

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 - 500.

Ch. 1/2 - 2800
Ch. 2/2 - 2000
Ch. 3/2 - 2000

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may be withdrawn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

Authorized Signature

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 c the work as specified. Payment will be made as outlined above.

Signature

Linda Fields

Date

7-9-99

Signature

EXHIBIT A

Date

LaDREW

"ALL YOUR CONSTRUCTION NEEDS"

December 3, 1999

LaDREW Builders and Remodelers will have their men on the job at 426 DuBois 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 16th of December we will deduct \$200 each business day after December 16 if the job is not completed by that date, excluding our own punch list.

* Fields job — Second floor Balcony only!

John D. Drew
12-3-99

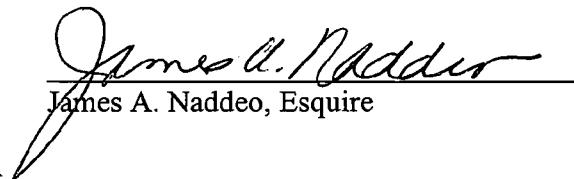
FILED
SAC
NOV 11 1987
AM 44 PM
44 PD
William A. Shaw
Prothonotary
280-00

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

MICHAEL FIELDS and :
LINDA FIELDS, :
Plaintiffs, :
vs. : ¹³⁸⁶
No. 00-~~1388~~ C.D.
LADREW BUILDERS, INC., :
Defendant. :
:

ACCEPTANCE OF SERVICE

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



James A. Naddeo, Esquire

FILED

DEC 14 2000

William A. Shaw
Prothonotary

FILED

DEC 10 2000
6:48 PM '00
William A. Shaw
Prothonotary
[Signature]

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

— Lap over margin —

FILE

JAN 18 2001
O/3281/CC Actu
William A. [Signature]
Pricer [Signature] EGD

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:

*
* Answer to Complaint and
Counterclaim

*
* 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

JAN 18 2001

WILLIAM A. GRIEVE
PROSECUTOR

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

*
*
*

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.

* No. 00 -1386 - CD

LADREW BUILDERS, INC.,
Defendant.

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.

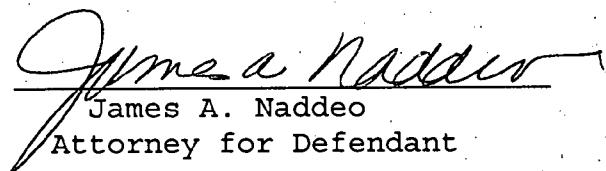
18. That the Plaintiff, Linda Fields, verbally approved additional work for window installation in the amount of \$2,700.00.

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

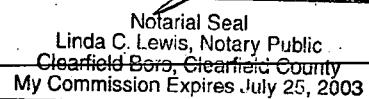
COMMONWEALTH OF PENNSYLVANIA)
ss.
COUNTY OF CLEARFIELD)

Before me, the undersigned officer, personally appeared MARCY SCHLOSSER, who being duly sworn according to law, deposes and states that she is the President of LaDrew Builders, Inc. and that as such officer she is authorized to execute this Answer to Complaint and Counterclaim and further that the facts set forth in the foregoing are true and correct to the best of her knowledge, information and belief.

Marcy Schlosser
Marcy Schlosser

SWORN and SUBSCRIBED before me this 18th day of January 2001.

Linda C. Lewis



ADDITIONAL WORK AUTHORIZATION

LADREW

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

OWNER'S NAME LINDA Fields	PHONE 375-1013	DATE 7/17/99
STREET SEE CONTRACT / 016	JOB NAME STREET	JOB NUMBER
EXISTING CONTRACT NUMBER	DATE OF EXISTING CONTRACT	CITY STATE

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

BASEMENT SHOWER UNIT / TOILET REPLACEMENT	
ADDITIONAL COST 3 piece unit	100.00
BALL VALVES @ 45	270.00
MOVE PLUMBING	75.00
DRAIN FOR SHOWER	125.00
TOILET BUILD UP Bolts/Briggin/concrete N/C	
TOILET Supply & valve	45.00
WATER MAIN - NEW VALVE - PARTS-LABOR	225.00
FRAME OUT TUB/CUT TOICES	95.00
	<u>915.00</u>

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 John W. Fields 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 LINDA FIELDS	PHONE 3751013	DATE 7/27/99
STREET 426 W. DUBois Ave	JOB NAME Same	JOB NUMBER —
CITY DUBois	STATE PA 15801	STREET Same
EXISTING CONTRACT NUMBER —	DATE OF EXISTING CONTRACT —	CITY Same
—	—	STATE —

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

Sheath entire roof area (except rear porch to be inspected & sheathed if needed) (sheathing extra)

Shingle roof area (new sheathing and back porch)

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

APM 7/26

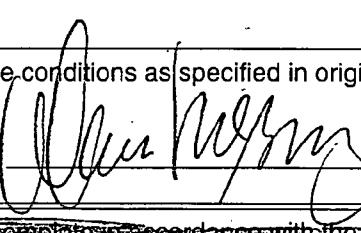
1 \$ 5175.00

ADDITIONAL CHARGE FOR ABOVE WORK IS: \$ 5175.00

Payment will be made as follows:

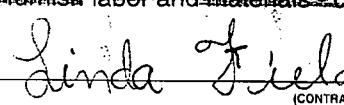
Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Date 7/26/99

Authorizing Signature 

(OWNER SIGNS HERE)

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

Authorized Signature 

(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	Linda Fields		PHONE	5751013	DATE	8/10/99
STREET	126 DuBois St		JOB NAME	Fields		
CITY	DUBOIS	STATE	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 350.⁰⁰
So siding can be installed.

Rebuild 24' overhang complete 100.00 3500.⁰⁰

Rebuild Back Porch Area 1,100.⁰⁰

Re-Sheath Back Porch Area 750.⁰⁰

Install ridge vent 48' 360.⁰⁰

Side - Front & Back Doors 1700.⁰⁰

~~Rebuild Top Garage door 100.00~~ Approved

ADDITIONAL CHARGE FOR ABOVE WORK IS: \$ 7966.00

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	LINDA FIELDS		PHONE	814/371/1013	DATE	9-23-99
STREET	DuBois Ave		JOB NAME			
CITY	DUBOIS	STATE	PA 15801	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: \$

Two Thousand Nine Hundred Twenty Five Dollars

Payment will be made as follows:

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.	
Date _____ Authorizing 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 _____	Date _____
(CONTRACTOR SIGNS HERE)	

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	LINDA FIELDS		PHONE	375-1013	DATE	9-23-99
STREET	Dubois Ave		JOB NAME			
CITY	DUBOIS	STATE	PA 15801	STREET		
EXISTING CONTRACT NUMBER			DATE OF EXISTING CONTRACT	CITY	STATE	

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

INSTALLED 8 1/1 (ELEVEN) WINDOWS - WHITE VINYL
DBL HUNG) IN DWELLING (2 OF 11 are
FIXED GLASS ON EACH SIDE OF FRONT DOOR)
- REMOVE & DISPOSE of EXISTING WINDOWS
- INSTALL NEW WINDOWS @ 100.00 per window

INSTALLED 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.
Brick work - Additional
EXISTING MOLDING TO BE RE-INSTALLED AT ADDITIONAL
COST.
(100.00 per window)

ADDITIONAL CHARGE FOR ABOVE WORK IS: \$ 7535.00
(SEVEN 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 _____

(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 _____

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.

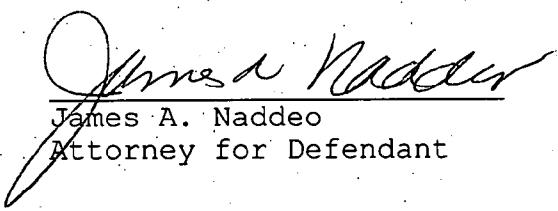
* No. 00 -1386 - CD

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.

No. 00- 1386 C.D.

LADREW BUILDERS, INC.,

Defendant.

Type of Pleading: Answer to Counterclaim
and New Matter

Filed on behalf of : Michael Fields and
Linda Fields.

Counsel of Record for this party:

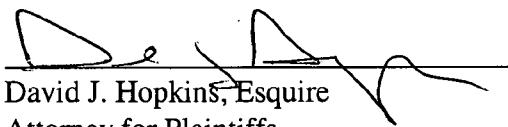
DAVID J. HOPKINS, ESQUIRE
Attorney at Law
Supreme Court No. 42519

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

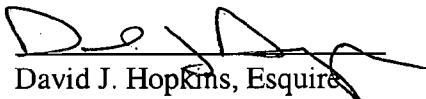
22. Claims of Defendant are barred as a result of Defendant's breach of the contract by the Defendant.

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-

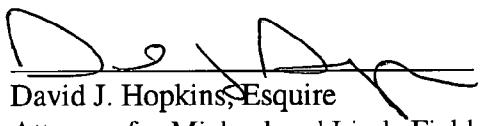
LADREW BUILDERS, INC.,

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 19th day of February, 2001, by U.S. Mail, postage prepaid, to all counsel of record, addressed as follows:

James A. Naddeo, Esquire
211 1/2 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

FILED

19-35781
FEB 20 2001

cc
Atty
C.J.
822

William A. Shaw
Prothonotary

FILED

11/05/2001
OCT 22 2001
cc - with Nadeo
William A. Shaw
Prothonotary
SP

Lap over margin

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

SP

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

MICHAEL FIELDS and
LINDA FIELDS,
Plaintiffs.

10

LADREW BUILDERS, INC.,
Defendant.

* No. 00 -1386 - CD

Type of Pleading:

Petition to Withdraw
as Counsel

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

1111 06 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.

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

AND NOW, this 9th 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,

Judge

FILED

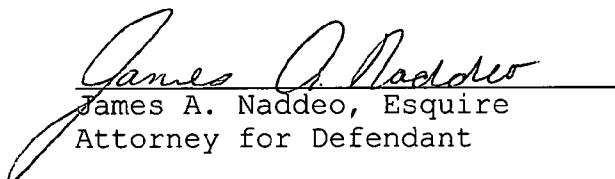
JUL 09 2001
011:30am
William A. Shaw
Prothonotary

2 Court to Ator

EAS

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
James A. Naddeo, Esquire
Attorney for Defendant

COMMONWEALTH OF PENNSYLVANIA)

ss.

COUNTY OF CLEARFIELD

)

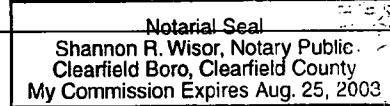
Before me, the undersigned officer, personally appeared JAMES A. NADDEO, who being duly sworn according to law, deposes and states that the facts set forth in the foregoing Petition are true and correct to the best of his knowledge, information and belief.

James A. Naddeo

James A. Naddeo

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

Shannon R. Wisor



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

Lap over margin _____

F
1
034684200
W
William A. Sherry
Prothonotary
Aly

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:

*
* Certificate of Service

*
* 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

JUL 10 2001

William A. Shaw
Prothonotary

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

MICHAEL FIELDS and
LINDA FIELDS,
Plaintiffs,

v.

LAUREN BUILDERS, INC.,
Defendant.

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

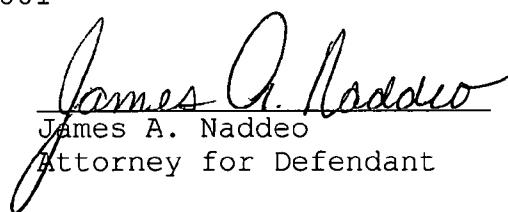
CERTIFICATE OF SERVICE

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

CLARFIELD, PENNSYLVANIA 16830
PO. BOX 552
211 1/2 EAST LOGUST STREET
ATTORNEY AT LAW
JAMES A. NADDEO

Lap over margin _____

REC
01-39-84
JAMES A. NADDEO
WILLIAM J. NADDEO
PROSECUTOR

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:

* ORDER

* 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.

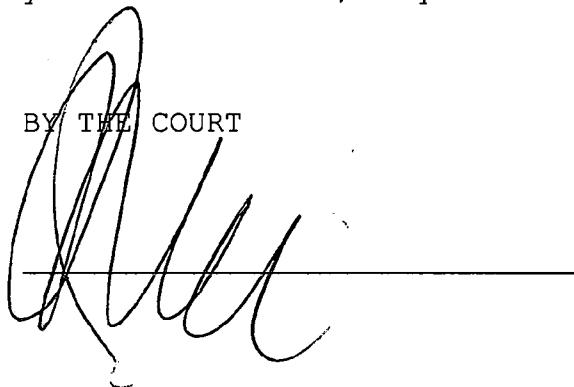
LaDREW BUILDERS, INC.,
Defendant.

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

ORDER

NOW, this 15th 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

A large, handwritten signature in black ink, appearing to be a stylized 'J' or 'L' shape, is written over a horizontal line. The text 'BY THE COURT' is printed above the signature.

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

Lap over margin

FILED

SEP 20 2001

09/20/01

William A. Shaw

Prothonotary

✓ Two (2) cc to the ccs
for

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:

* Praeclipe 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.

* No. 00-1386-CD

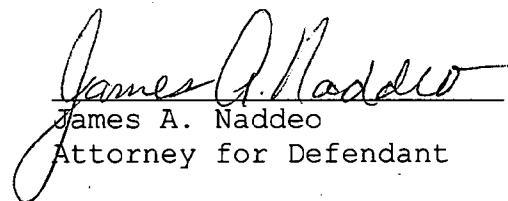
LADREW BUILDERS, INC.,

Defendant.

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.

* No. 00-1386-CD

LAUREN BUILDERS, INC.,

Defendant.

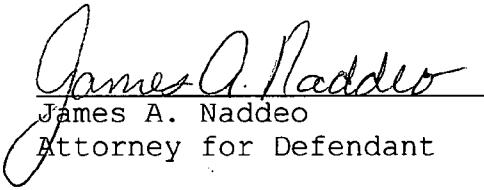
CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a certified copy of Praeclipe 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

COPY
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:

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

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

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

By the Court,
A handwritten signature in black ink that appears to read "David S. Meholick".

David S. Meholick
Court Administrator

(1)



**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:

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

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

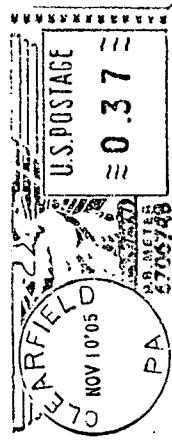
If you fail to file the required statement of intention to proceed within the required time period, the case will be terminated.

By the Court,

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

David S. Meholick
Court Administrator

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



DO-1386-02

Prothonotary/Clerk of Courts
William A. Shaw

NOV 16 2005
LEO

RTS

RETURN TO SENDER

LaDrew Builders, Inc.
PO Box 364
DuBois, PA

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

00-13860



**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:

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

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

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

By the Court,

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

David S. Meholic
Court Administrator

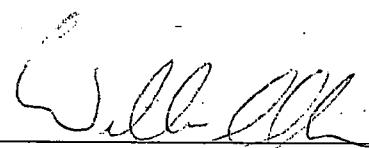
In the Court of Common Pleas of Clearfield County, Pennsylvania
Civil Division

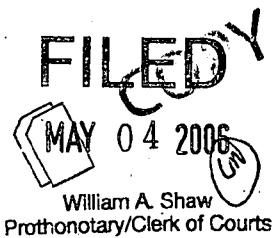
In Re: Inactive Case Dismissal

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	00-1386-CD	03-1176-CD
00-0791-CD	00-1492-CD	


William A. Shaw, Prothonotary



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

In Re: Inactive Case Dismissal

06-01-MD

NOW, this 3rd 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
10/18/01
MAY 04 2006
William A. Shaw
Prothonotary/Clerk of Courts
1cc CIA
1cc MSS
Ford, Ireland, Rudella