

00-1418-CD

TIMOTHY J. BRITTON -vs- RICK E. MARIE

00-1418-CD

## 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

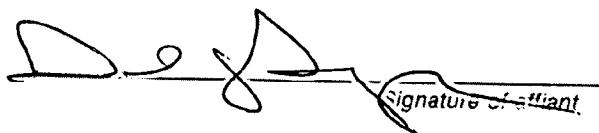
COUNTY OF Clearfield ; ss

**AFFIDAVIT:** I hereby swear or affirm that I served

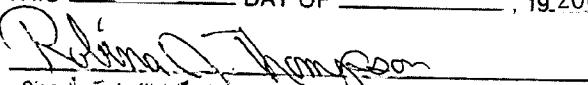
a copy of the Notice of Appeal, Common Pleas No. \_\_\_\_\_, upon the District Justice designated therein on  
(date of service) November 20, 2000  by personal service  by (certified) (registered) mail, sender's receipt attached hereto, and upon the appellee, (name) Rick E. Mabie \_\_\_\_\_, on  
-November 20, 2000.  by personal service [X 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 21st DAY OF November, 19.2000



Signature of affiant

  
Signature of official before whom affidavit was made

Notary Public

Title of official

My commission expires on \_\_\_\_\_, 19\_\_\_\_\_

NOTARIAL SEAL  
Robina J. Thompson, Notary Public  
DuBois, Clearfield County  
My Commission Expires April 3, 2004

FED

Nov 21 2000  
012:30 88  
William A. Shaw  
Prothonotary

COMMONWEALTH OF PENNSYLVANIA

COURT OF COMMON PLEAS

JUDICIAL DISTRICT

NOTICE OF APPEAL

FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No.

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		MAG. DIST. NO. OR NAME OF D.J.	
<b>Timothy J. Britton</b>		<b>46-3-01</b>	
ADDRESS OF APPELLANT		CITY	STATE
<b>109 Main Street, Falls Creek, PA 15840</b>			ZIP CODE
DATE OF JUDGMENT	IN THE CASE OF (Plaintiff)		
<b>10/19/00</b>	<b>Timothy J. Britton</b> vs <b>Rick E. Mabie</b>		
CLAIM NO.		SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT	
<b>GV-19 0000627-00</b> <b>LT 19</b>			
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			
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.			

**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 \_\_\_\_\_, appellee(s), to file a complaint in this appeal  
Name of appellee(s)

(Common Pleas No. \_\_\_\_\_) 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 \_\_\_\_\_, 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: \_\_\_\_\_, 19 \_\_\_\_\_.  
\_\_\_\_\_  
Signature of Prothonotary or Deputy

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

Article Sent To:  
 Rick Mabie

Postage	\$ 33
Certified Fee	1.40
Return Receipt Fee (Endorsement Required)	1.25
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 2.98

Postmark  
Here

Name (Please Print Clearly) (To be completed by maller)  
 Rick Mabie  
 Street, Apt. No.; or PO Box No.  
 R.D. #2, Box 326  
 City, State, ZIP+4  
 Brookville, PA 15825

PS Form 3800, July 1999      See Reverse for Instructions

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

Article Sent To:  
 Patrick N. Ford

Postage	\$ 33
Certified Fee	1.40
Return Receipt Fee (Endorsement Required)	1.25
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 2.98

Postmark  
Here

Name (Please Print Clearly) (To be completed by maller)  
 Patrick N. Ford  
 Street, Apt. No.; or PO Box No.  
 109 North Brady Street, P.O. Box 452  
 City, State, ZIP+4  
 DuBois, PA 15801

PS Form 3800, July 1999      See Reverse for Instructions

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

**46-3-01**

DJ Name: Hon.

**PATRICK N. FORD**  
Address: **109 NORTH BRADY STREET**  
**P.O. BOX 452**  
**DUBOIS, PA**  
Telephone: **(814) 371-5321** **15801**

**PATRICK N. FORD**  
**109 NORTH BRADY STREET**  
**P.O. BOX 452**  
**DUBOIS, PA 15801**

**NOTICE OF JUDGMENT/TRANSCRIPT**  
**CIVIL CASE**

PLAINTIFF:

**BRITTON, TIMOTHY J**  
**109 MAIN STREET**  
**FALLS CREEK, PA 15840**

NAME and ADDRESS

DEFENDANT:

**MABIE, RICK E**  
**RD 2 BOX 326**  
**BROOKVILLE, PA 15825**

VS.

NAME and ADDRESS

Docket No.: **CV-0000627-00**  
Date Filed: **8/21/00**



**THIS IS TO NOTIFY YOU THAT:**

Judgment:

FOR DEFENDANT

00-1418-CO

Judgment was entered for: (Name) MABIE, RICK E

Judgment was entered against: (Name) BRITTON, TIMOTHY J

in the amount of \$ .00 on: (Date of Judgment) 10/19/00

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>.00</u>
Judgment Costs	\$ <u>.00</u>
Interest on Judgment	\$ <u>.00</u>
Attorney Fees	\$ <u>.00</u>
Total	\$ <u>.00</u>
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
=====	
Certified Judgment Total \$ _____	

Date:	Place:
Time:	

**FILED**

NOV 27 2000  
MILLIGAN  
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.

10-19-00 Date Patrick N. Ford, 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

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

TIMOTHY J. BRITTON,  
Plaintiff

vs.

No. 00-1418 -CD

RICK E. MABIE,  
Defendant

Type of Pleading: Complaint

Filed on behalf of: Plaintiff

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

DEC 05 2000  
03:45 AM  
William A. Shaw  
Prothonotary  
1 CENT TO ATTY  
dk

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

TIMOTHY J. BRITTON,	:	
Plaintiff	:	
	:	
vs.	:	No. 00-1418 -CD
	:	
RICK E. MABIE,	:	
Defendant	:	

**NOTICE**

TO: DEFENDANT

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  
1 North Second Street  
Clearfield, PA 16830  
(814) 765-2641 (ext. 5982)

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

TIMOTHY J. BRITTON,	:
Plaintiff	:
vs.	No. 00-1418 -CD
RICK E. MABIE,	:
Defendant	:

**COMPLAINT**

AND NOW, comes Timothy J. Britton by and through his attorneys, The Hopkins Law Firm, and says as follows:

**COUNT I**

1. Plaintiff is Timothy J. Britton who maintains a business address at 109 Main Street, Falls Creek, Jefferson County, Pennsylvania 15840.
2. Defendant is Rick E. Mabie whose address is R.D. #2, Box 326, Brookville, Pennsylvania 15825.
3. Defendant held himself out and represented himself to be a qualified home builder adept at building additions, roofs and all forms of general construction
4. As a result of the representations of Defendant to the Plaintiff, Plaintiff hired Defendant to construct an addition for the home of Gary Bowser.
5. Defendant commenced said work and throughout the project completed various phases and in an unworkmanlike manner causing Plaintiff to give Gary Bowser a credit of nearly \$10,000.00.

6. The actions of Defendant constitute breach of contract for which Plaintiff has been damaged nearly \$10,000.00

WHEREFORE, Plaintiff demands judgment against Defendant in the amount of \$10,000.000, plus cost of suit, and such other and further relief as the Court deems fair, just and equitable.

#### **COUNT II**

7. Plaintiff repeats the allegations set forth in Count I of this Complaint as if set forth at length herein.

8. The actions of the Defendant were negligent and said negligence resulted in a loss of nearly \$10,000.00 to Plaintiff for which the Defendant is liable.

WHEREFORE, Plaintiff demands judgment against Defendant in the amount of \$10,000.00, plus cost of suit, and such other and further relief as the Court deems fair, just and equitable.

#### **COUNT III**

9. Plaintiff repeats the allegations set forth in Counts I and II of this Complaint as if set forth at length herein.

10. As a result of the representations of the Defendant to the Plaintiff, Plaintiff hired Defendant to frame condominiums Plaintiff was building.

11. Defendant improperly framed the condominiums causing Plaintiff to incur \$1,200.00 in expenses to have Defendant's work corrected.

12. The actions of Defendant constitute breach of contract for which Plaintiff has been damaged \$1,200.00.

WHEREFORE, Plaintiff demands judgment against the Defendant in the amount of \$1,200.00 plus cost of suit, and such other and further relief as the Court deems fair, just and equitable.

#### **COUNT IV**

13. Plaintiff repeats the allegations set forth in Counts I through III of this Complaint as if set forth at length herein.

14. The actions of the Defendant were negligent and said negligence resulted in a loss of \$1,200.00 to Plaintiff for which Defendant is liable.

WHEREFORE, Plaintiff demands judgment against the Defendant in the amount of \$1,200.00 plus cost of suit, and such other and further relief as the Court deems fair, just and equitable.

#### **COUNT V**

15. Plaintiff repeats the allegations set forth in Counts I through IV of this Complaint as if set forth at length herein.

16. Plaintiff loaned the Defendant \$1,000.00 upon the agreement that Defendant would repay Plaintiff said monies upon Plaintiff's demand.

17. As a result of said representations, Plaintiff loaned Defendant \$1,000.00.

18. Plaintiff has made demand for repayment of the \$1,000.00 and Defendant has refused to make said payment.

19. The actions of the Defendant constitute breach of contract and as a result thereof, Plaintiff has suffered damages of \$1,000.00.

WHEREFORE, Plaintiff demands judgment against Defendant in the amount of \$1,000.00, plus cost of suit, and such other and further relief as the Court deems fair, just and equitable.

#### **COUNT VI**

20. Plaintiff repeats the allegations set forth in Counts 1 through V of this Complaint as if set forth at length herein.

21. As a result of the representations of Defendant to the Plaintiff, Plaintiff hired Defendant to install a kitchen in the home of Lillian Welsh.

22. Defendant commenced said work, however, completed such project in an unworkmanlike manner causing Plaintiff to incur \$600.00 in expenses to correct and finish the work Defendant was hired and paid to do.

23. The actions of the Defendant constitute breach of contract for which Plaintiff has been damaged in the amount of \$600.00.

WHEREFORE , Plaintiff demands judgment against Defendant in the amount of \$600.00, plus cost of suit, and such other and further relief as the Court deems fair, just and equitable.

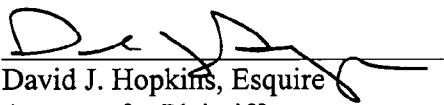
#### **COUNT VII**

24. Plaintiff repeats the allegations set forth in Counts I through VI of this Complaint as if set forth at length herein.

25. The actions of the Defendant were negligent and said negligence resulted in a loss of \$600.00 to Plaintiff for which the Defendant is liable.

WHEREFORE, Plaintiff demands judgment against Defendant in the amount of \$600,00, plus cost of suit, and such other and further relief as the Court deems fair, just and equitable.

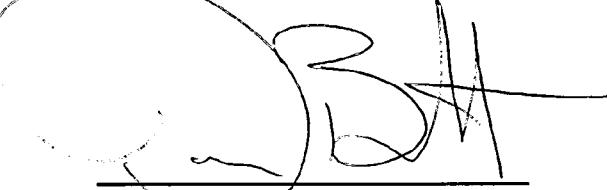
Respectfully submitted



\_\_\_\_\_  
David J. Hopkins, Esquire  
Attorney for Plaintiff

**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.



Timothy J. Britton

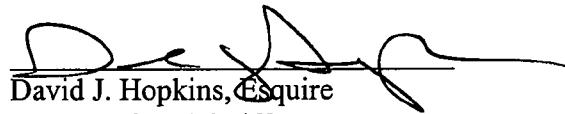
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA  
(CIVIL DIVISION)

TIMOTHY J. BRITTON, :  
Plaintiff :  
vs. : No. 00-1418 -CD  
RICK E. MABIE, :  
Defendant :  
.

**CERTIFICATE OF SERVICE**

I, the undersigned, hereby certify that a true and correct copy of the Complaint filed on behalf of Timothy J. Britton, was forwarded on the 5th day of December, 2000, by U.S. Mail, postage prepaid, to Rick E. Mabie, addressed as follows:

Rick E. Mabie  
R.D. #2, Box 326  
Brookville, PA 15825

  
David J. Hopkins, Esquire  
Attorney for Plaintiff  
Supreme Court No. 42519

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

TIMOTHY J. BRITTON,  
Plaintiff

No. 00-1418-CD

vs.

RICK E. MABIE,  
Defendant

Type of Pleading:

**ANSWER TO PLAINTIFF'S  
COMPLAINT, NEW MATTER  
AND COUNTERCLAIM**

Filed on Behalf of:  
DEFENDANT

Counsel of Record for this Party:

Jeffrey S. DuBois, Esquire  
Supreme Court No. 62074  
Hanak, Guido & Taladay  
498 Jeffers Street  
P.O. Box 487  
DuBois, PA 15801  
(814) 371-7768

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



FILED

JUN 19 2002  
013:55 PM  
William A. Shaw  
Prothonotary

2 copy to Am.

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

TIMOTHY E. BRITTON,  
Plaintiff

vs.

No. 00-1418-C.D.

RICK E. MABIE,  
Defendant

**ANSWER TO PLAINTIFF'S COMPLAINT.**  
**NEW MATTER AND COUNTERCLAIM**

AND NOW, comes the Defendant, RICK E. MABIE, by and through her attorneys, HANAK, GUIDO AND TALADAY, who files this Answer to Plaintiff's Complaint, New Matter and Counterclaim as follows:

**COUNT I**

1. Admitted.
2. Denied. Defendant has a mailing address of R.D. #2, Box 172, DuBois, Pennsylvania, 15801.
3. Denied. It is specifically denied Defendant ever held himself out to Plaintiff or any other person and/or represented himself to be a qualified home builder adept at building additions, roofs and all forms of general construction. On the contrary, Plaintiff knew Defendant and Plaintiff approached Defendant to have Defendant work for Plaintiff, and Plaintiff was fully aware that Defendant had only recently gotten back into the construction business.

4. Denied. See Answer to Paragraph 3 herein. By way of further answer, Defendant made no representations to Plaintiff, and on the contrary, Plaintiff approached Defendant and solicited Defendant to come work for Plaintiff.

5. Denied. It is denied that Defendant performed any work in an unworkmanlike manner. With respect to the remaining allegations set forth in Paragraph 5, Defendant is without any knowledge or information sufficient to determine the truth or falsity of the allegations set forth in Paragraph 5 and therefore denies the same and demands strict proof thereof at trial.

6. Denied for the reasons set forth in Paragraphs 3 through 5 herein. By way of further answer, Defendant did not breach any terms between Plaintiff and Defendant and strict proof is demanded at trial.

WHEREFORE, Defendant respectfully requests this Honorable Court to dismiss Plaintiff's Complaint in its entirety with prejudice, and costs to be awarded to Defendant.

#### **COUNT II**

7. No responsive pleading is required.

8. Denied. It is denied that any of Defendant's actions were negligent and any loss to Plaintiff would be attributed to Plaintiff's negligence and nothing with respect to Defendant.

WHEREFORE, Defendant respectfully requests this Honorable Court to dismiss Plaintiff's Complaint in its entirety with prejudice, and costs to be awarded to Defendant.

**COUNT III**

9. No responsive pleading is required.
10. Denied. As set forth above, Defendant made no representations to Plaintiff and on the contrary, it was Plaintiff who approached Defendant and solicited Defendant to work for Plaintiff. By way of further answer, the time Plaintiff solicited Defendant to frame the condominiums as set forth in Paragraph 10 was after Defendant had completed the work for Plaintiff with respect to Gary Bowser's house as set forth in Paragraph 5 of Plaintiff's Complaint. As a result, the allegations set forth in Paragraph 10 would have been after the allegations set forth in Paragraph 5 allegedly had occurred, and Plaintiff would have been on notice of the same.
11. Denied. It is specifically denied Defendant improperly framed the condominiums, and on the contrary, all the work done by Defendant was in a proper and workmanlike manner. By way of further answer, Defendant was not given the opportunity to complete the job, because of the fact when he was performing other work, as agreed to by Plaintiff and Defendant, Plaintiff unilaterally contracted another person to complete the framing work. Consequently, any further such work would not be the responsibility of Defendant and Defendant would not be responsible for anything to Plaintiff in this regard.
12. Denied for the reasons set forth in the answers to Paragraphs 10 and 11 herein. By way of further answer, Defendant did

not breach 'any terms between Plaintiff and Defendant and strict proof is demanded at trial.

WHEREFORE, Defendant respectfully requests this Honorable Court to dismiss Plaintiff's Complaint in its entirety and award Defendant costs and other relief.

**COUNT IV**

13. No responsive pleading is required.

14. Denied for the reasons set forth in the Paragraphs herein.

By way of further answer, Defendant was never negligent in any manner with respect to the condominiums and consequently Plaintiff is entitled to no monies from Defendant.

WHEREFORE, Defendant respectfully requests this Honorable Court to dismiss Plaintiff's Complaint in its entirety and award Defendant costs and other relief.

**COUNT V**

15. No responsive pleading is required.

16. Admitted in part and denied in part. It is admitted that Plaintiff loaned Defendant One Thousand and 00/100 (\$1,000.00) Dollars, but said monies were not to be paid upon Plaintiff's demand, but the agreement between the parties was that said amount would be paid back by Plaintiff taking a certain amount from Defendant's pay check, every pay period.

17. Admitted in part and denied in part. It is admitted that Plaintiff loaned Defendant One Thousand and 00/100 (\$1,000.00) Dollars, however, it is denied it was on Plaintiff's stated terms, but on the contrary it was on the terms of Defendant's Answer in Paragraph 16 herein.

18. Admitted in part and denied in part. It is admitted that Plaintiff made a demand for repayment of said One Thousand and 00/100 (\$1,000.00) Dollars, but the first time this demand was made by Plaintiff was in a complaint filed with the District Magistrate Patrick Ford and said complaint was found primarily in favor of Defendant. Plaintiff failed to ever make a demand to Defendant prior to that time. By way of further answer, as set forth above, it was Defendant's understanding that the agreement between the parties was that Plaintiff would take payments out of Defendant's pay check and Defendant assumed Plaintiff was and had been doing that during the entire time of his relationship with Plaintiff.

19. Denied. It is denied that Defendant breached any contract and on the contrary Plaintiff breached said contract by demanding payments different than what was agreed to by the parties.

WHEREFORE, Defendant respectfully requests this Honorable Court to dismiss Plaintiff's Complaint in its entirety and award Defendant costs and other relief.

**COUNT VI**

20. No responsive pleading is required.
21. It is denied that any representations were made by Defendant to Plaintiff, and on the contrary Plaintiff requested Defendant to do said work. By way of further answer, Defendant did not begin to work on said kitchen until it was almost halfway completed and had been worked on by other personnel under Plaintiff's control.
22. It is denied that Defendant performed any work in an unworkmanlike manner and on the contrary, Defendant's work was in a proper manner. By way of further answer, Defendant followed Plaintiff's specific instructions, and any complaints said owner might have with the work were the direct result of specific instructions by Plaintiff to Defendant.

23. Denied. As set forth herein, Defendant committed no breach and performed all work in a workmanlike manner and therefore no damages would be owed to Plaintiff.

WHEREFORE, Defendant respectfully requests this Honorable Court to dismiss Plaintiff's Complaint in its entirety and award Defendant costs and other relief.

**COUNT VII**

24. No responsive pleading is required.
25. Denied. It is specifically denied any of Defendant's actions were negligent and as set forth above, Defendant performed the work after it had already been started by other persons and further

Defendant followed Plaintiff's instructions and consequently any damage or responsibility would be that of the Plaintiff.

WHEREFORE, Defendant respectfully requests this Honorable Court to dismiss Plaintiff's Complaint in its entirety and award Defendant costs and other relief.

**NEW MATTER**

26. Paragraphs 1 through 25 inclusive are incorporated herein by reference as though set forth more fully at length.

27. With respect to all the work set forth in Plaintiff's Complaint, Plaintiff approached Defendant and solicited Defendant to come work for Plaintiff.

28. With respect to Plaintiff's Count I, any and all damages Plaintiff incurred with respect to work done on the home of Gary Bowser, would be the direct result of Plaintiff's negligence and/or the negligence of other workers under Plaintiff's control other than the Defendant.

29. With respect to the work on Gary Bowser's home, Gary Bowser was repeatedly unhappy with the work of and the responsiveness of Plaintiff with respect to the entire aspect of the home and consequently any damages were the direct result of Plaintiff. With respect to the work on the condominiums, Plaintiff breached a written contract between Plaintiff and Defendant concerning Defendant's responsibilities and monies owed to him.

30. As a result of Plaintiff's breach, Defendant suffered damages for non-payment of labor and materials and loss of profits.

31. The payment of One Thousand and 00/100 (\$1,000.00) Dollar loan was to be done by periodic payments taken out of Defendant's pay check, and to Defendant's knowledge the same was done for Plaintiff's benefit.

32. With respect to the work on Lillian Welsh's kitchen, Defendant performed all work in a proper and workmanlike manner.

33. Moreover, Defendant followed Plaintiff's specific instructions with respect to the work on the kitchen even after Defendant suggested to Plaintiff alternative ways of completing the same.

34. As a consequence, any damages would be the result of Plaintiff's instructions and not Defendant.

WHEREFORE, Defendant requests this Honorable Court to award judgment in his favor and against Plaintiff.

#### COUNTERCLAIM

35. Defendant, RICK E. MABIE, is an adult individual residing at R.D. #2, Box 326, Brookville, Pennsylvania, 15825.

36. Plaintiff, TIMOTHY J. BRITTON, is an adult individual residing at 109 Main Street, Falls Creek, Pennsylvania, 15840.

37. As is set forth in Plaintiff's Complaint, Plaintiff hired Defendant to install a kitchen in the home of Lillian Welsh.

38. As is set forth in Defendant's Answer, Defendant began the job when it was already half way under construction by previous workers Plaintiff had hired.

39. Prior to Defendant commencing said work, the parties agreed that Plaintiff would pay Defendant Two Thousand and 00/100 (\$2,000.00) Dollars for his labor with respect to the kitchen.

40. In total, Plaintiff has only paid Defendant One Thousand Five Hundred and 00/100 (\$1,500.00) Dollars for said job leaving a balance of Five Hundred and 00/100 (\$500.00) Dollars owed to Defendant.

41. Despite repeated requests by Defendant to Plaintiff for payment of the remaining Five Hundred and 00/100 (\$500.00) Dollars, Plaintiff has refused to pay said Five Hundred and 00/100 (\$500.00) Dollars.

42. The actions of Plaintiff constitute a breach of contract for which Defendant has been damaged in the amount of Five Hundred and 00/100 (\$500.00) Dollars.

43. As is set forth in Plaintiff's Complaint, Plaintiff hired Defendant to perform work on various condominiums for Plaintiff.

44. Prior to Defendant beginning the said work, the parties agreed that Plaintiff would pay Defendant Twenty-five Thousand and 00/100 (\$25,000.00) Dollars for work on the condominiums. A copy of said agreement is attached hereto and made a part hereof as Exhibit "1".

45. The agreement set forth an initial payment and then periodic payments throughout Defendant's work on the buildings.

46. In addition, because of the fact Defendant already had previous responsibilities with respect to work on another house, Plaintiff agreed to allow Defendant to go to perform the other work when the work was required to be done. See Exhibit "1" attached hereto and made a part hereof.

47. When Defendant was approximately sixty (60%) percent completed with the work on the condominiums, he informed Plaintiff that he had to perform work on the other house and would be unavailable for a short period of time, as previously agreed to by the parties.

48. Even though the parties had agreed to Defendant performing this other work, when Plaintiff was informed of this by Defendant, he unilaterally and wrongfully terminated Defendant's contract and hired other workers to complete the condominiums.

49. Said actions by Plaintiff were wrongful and in breach of the parties' contract to which Defendant suffered damages.

50. At the time Defendant informed Plaintiff, Plaintiff had only paid Defendant Ten Thousand and 00/100 (\$10,000.00) Dollars and a minimum of Three Thousand and 00/100 (\$3,000.00) Dollars was due and owing Defendant for labor and materials.

51. Moreover, Defendant, by Plaintiff's breach of contract, was denied profits for this work in an amount of approximately Two Thousand and 00/100 (\$2,000.00) Dollars.

52. As a consequence, Defendant's damages with respect to the work on the condominiums and the contract between the parties was in the amount of Five Thousand and 00/100 (\$5,000.00) Dollars.

WHEREFORE, Defendant requests this Honorable Court to award judgment in his favor and against Plaintiff in the amount of Five Thousand Five Hundred and 00/100 (\$5,500.00) Dollars.



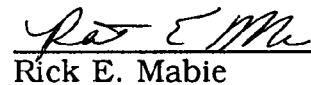
---

Jeffrey S. DuBois  
Attorney for Defendant

**VERIFICATION**

I, RICK E. MABIE, verify that the statements in the foregoing pleading are true and correct to the best of my knowledge, information and belief.

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

  
Rick E. Mabie

At Home General Contracting  
RR2 Box 326  
Brookville Pa 15825  
814-849-7015

## Proposal And Acceptance

Proposal submitted to: Tim Britton Phone 814-375-9388 Date: Thursday, March 02, 2000

Address:  
Main st. Falls Creek Pa, 158

We hereby submit specifications and estimates for:  
CR. 28 Falls Creek

To build condo at Cr.28

I the subcontractor will supply all labor for the job. Except for the help that you stated that you would give me when we talked about this job in December.

Scope of work:

Will do the framing up of the floor, exterior walls, interior walls, roof trusses, sheeting, siding, windows and exterior doors.

Decking, Siding, I-O  
Stairs

Time Frame:

I will start as soon as I'm done at the Lillian Welsch job.

As you and I talked, so long as there are no hold ups on this job, I can come in and frame your building up I will put you under roof and will then leave to frame another house as per our conversation on Feb. 29 2000.

Contractor will supply:

1 Boom truck to lift material where I need it at the time of construction.

2 Crane to lift all trusses into place.

3 2 man to help set trusses at your cost as promised.

We propose hereby to supply labor— complete in accordance with above specifications, for the sum of:  
Twenty five thousand dollars. 25,000.00

Payment to be made as follows:

4000.00 Due before the start of job and 3000.00 starting on March 31 then every two weeks there after, or until job is completed, at which time balance due.

All material to be supplied by contractor. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specification involving extra costs will be executed only upon written orders, and will become an extra cost over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and any other necessary insurance. Our workers are fully covered by workman's compensation insurance.

### Acceptance of proposal

The above prices, specifications and conditions are satisfactory and are hereby accepting. You are

authorized to do the work specified.  
Payment will be made as outlined above.

Signature

Date: 3/2/00

Signature

Date: 3/2/00

**CERTIFICATE OF SERVICE**

I do hereby certify that on the 19<sup>th</sup> day of June, 2002, I mailed a copy of the within Answer to Plaintiff's Complaint, New Matter and Counterclaim by first class mail, postage prepaid, to:

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



---

Jeffrey S. DuBois

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

TIMOTHY J. BRITTON,  
Plaintiff

vs. No. 00-1418 -CD

RICK E. MABIE,  
Defendant

Type of Pleading: Answer to New Matter  
and Counterclaim and New Matter

Filed on behalf of: Plaintiff

Counsel of Record for this party:

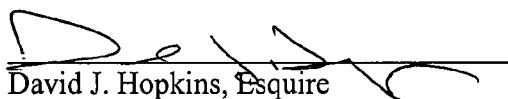
DAVID J. HOPKINS, ESQUIRE  
Attorney at Law  
Supreme Court No. 42519

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 Plaintiff

**FILED**

JUL 10 2002

William A. Shaw  
Prothonotary

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

TIMOTHY J. BRITTON, :  
Plaintiff :  
: vs. : No. 00-1418 -CD  
: :  
RICK E. MABIE, :  
Defendant :  
:

**ANSWER TO NEW MATTER AND COUNTERCLAIM**

AND NOW, comes Timothy J. Britton by and through his attorneys, The Hopkins Law Firm, and answers the New Matter and Counterclaim of Rick E. Mabie as follows:

**NEW MATTER**

26. No answer is required of this paragraph.
27. Denied. At all material times hereto, Defendant approached Plaintiff soliciting work and prior to the matter set forth in Plaintiff's Complaint, Defendant had worked for Plaintiff as a subcontractor.
28. Denied. All work done at Gary Bowser's home by Defendant was done under Defendant's control.
29. Denied. Gary Bowser was unhappy with the construction techniques used by Defendant, including, but not limited to Defendant's failure to install an ice shield, as Defendant was so directed. With respect to the condominiums, Defendant breached the contract between the parties.
30. Denied. Plaintiff did not breach any contract with Defendant. Plaintiff has paid Defendant all monies due and owing and in fact has over paid Defendant.

31. Denied. Under no circumstances was a loan by Plaintiff to Defendant for Plaintiff's benefit.

32. Denied. Defendant's work in Lillian Welsh's kitchen was performed in an unworkmanlike negligent manner by the Defendant, and as a result thereof, Plaintiff has suffered damages in the form of lost payment by Lillian Welsh.

33. Denied. Defendant was in charge of completing Lillian Welsh's kitchen in a proper and workmanlike manner which he failed to do.

34. Denied.

WHEREFORE, Plaintiff respectfully requests this Honorable Court to dismiss Defendant's New Matter with prejudice.

**COUNTERCLAIM**

35. Admitted.

36. Admitted.

37. Admitted.

38. Admitted.

39. Admitted in part and denied in part. Plaintiff admits that an agreement existed between Plaintiff and Defendant for Plaintiff to pay Defendant \$2,000.00 for his labor provided Defendant completed Lillian Welsh's kitchen in a proper and workmanlike manner and in a timely fashion.

40. Admitted in part and denied in part. Plaintiff admits paying the Defendant \$1,500.00. However, Plaintiff ascertained during the course of the job that Defendant's workmanship was poor causing complaints by Lillian Welsh, and as a result thereof,

Defendant left the job unfinished and Plaintiff has suffered damages by reducing the price Lillian Welsh paid for the kitchen.

41. Denied. Plaintiff denies Defendant has made repeated request for the \$500.00. By way of further answer, Defendant has been avoiding Plaintiff.

42. Denied. Plaintiff is not indebted to Defendant nor did Plaintiff breach a contract with Defendant. Rather, Defendant is the individual who has breached his obligations with Plaintiff.

43. Admitted.

44. Admitted in part and denied in part. Plaintiff admits hiring Defendant and agreed to pay Defendant \$25,000.00 for work on the contract as set forth in Exhibit "I". Implicit in said contract was that Defendant's work would be completed in a timely fashion utilizing proper construction techniques. With reference to Exhibit "I", Plaintiff avers that additional modifications to the agreement were made and Plaintiff reserves the right to introduce the updated contract between Plaintiff and Defendant into evidence.

45. No answer is required of this paragraph. The agreement speaks for itself.

46. Admitted in part and denied in part. Plaintiff admits Plaintiff and Defendant agreed that Defendant could work on another project contemporaneously with work upon Plaintiff's project. However, Plaintiff denies that agreement gave Defendant the right to abandon Plaintiff's project in midstream. The agreement between Plaintiff and Defendant was that Defendant would cause Plaintiff's condominiums to be closed in and weather tight prior to leaving Plaintiff's project. Defendant did not do so, but rather left Plaintiff's project exposed to the elements for significant periods of time.

47. Denied. Plaintiff denies Defendant was sixty (60%) percent completed with work on the condominiums. Plaintiff further denies Defendant advised Plaintiff that he would be gone for a short period of time. By way of further answer, Defendant left the condominiums not weather tight as agreed by the parties.

48. Denied. Defendant left Plaintiff's project in midstream leaving same exposed to the elements and in a condition where no other subcontractor could perform any meaningful work. Rather than a job of a short duration, Defendant commenced a framing job on a new home. Plaintiff and Defendant met at Defendant's work place wherein Defendant expressed that he would not return to complete the condominiums thereby breaching the contract between Plaintiff and Defendant.

49. Denied. Plaintiff did not breach his contract with Defendant, rather, Defendant breached the contract with Plaintiff by failing to complete Plaintiff's condominiums and/or leaving Plaintiff's condominiums exposed to the weather.

50. Neither admitted nor denied. At this time, Plaintiff is unable to admit or deny the allegations set forth in paragraph 50 and strict proof is demanded at trial. By way of further answer, Plaintiff believes he paid Defendant over \$15,000.00 under the contract.

51. Denied. Plaintiff did not breach his contract with Defendant.

52. Denied. Plaintiff did not breach any contract to Defendant and any losses Defendant incurred are a result of Defendant's own wrongful negligent action.

**PLAINTIFF'S NEW MATTER**

53. Defendants claims are offset as a result of monies Defendant owes Plaintiff.

54. Defendant's claims are barred inasmuch as Defendant has breached his contracts with Plaintiff.

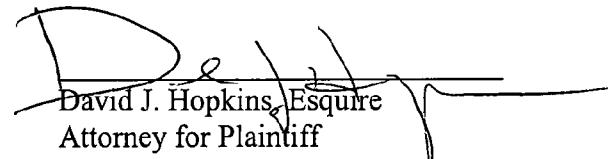
55. Defendant's claims are barred by the Statute of Limitations.

56. Defendant's claims are barred as a result of Defendant's negligent workmanship.

57. Defendant's claims are barred by walking off Plaintiff's jobs without cause nor provocation.

58. Defendant's claims are barred by the Doctrine of Accord and Satisfaction.

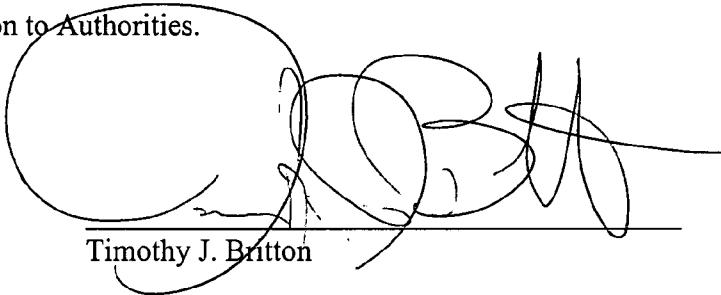
Respectfully submitted



David J. Hopkins, Esquire  
Attorney for Plaintiff

**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.



Timothy J. Britton

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

TIMOTHY J. BRITTON,  
Plaintiff

vs. : No. 00-1418 -CD

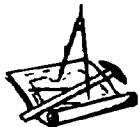
RICK E. MABIE,  
Defendant

**CERTIFICATE OF SERVICE**

I, the undersigned, hereby certify that a true and correct copy of the Answer to  
New Matter and Counterclaim and New Matter filed on behalf of Timothy J. Britton, was  
forwarded on the 8<sup>th</sup> day of July, 2002, by U.S. Mail, postage prepaid, to:

Jeffrey S. DuBois, Esquire  
Hanak, Guido and Taladay  
498 Jeffers Street  
P.O. Box 487  
DuBois, PA 15801

David J. Hopkins, Esquire  
Attorney for Plaintiff  
Supreme Court No. 42519



## ***Tim Britton Construction Services***

109 MAIN STREET  
FALLS CREEK, PA 15840  
(814) 375-9388

Gary Bowser  
PO. Box 321  
Curwensville PA  
765-0370

November, 16, 1999

### **Proposal**

**Subject:** New addition on existing foundation. All work to be done in accordance to the following specifications.

#### **Scope of work: Framing – Addition.**

Floors: Contractor shall install T,G,I trussed floor joists, 3/4" T&G OSB, nailed and glued, with support

Walls: All exterior walls to be constructed of 2x6 lumber, 7/16" OSB sheeting and housewrap.

Roof: Contractor shall install pre-engineered 4/12 roof trusses, 24" O.C., 5/8" OSB sheeting,

Owner to do all insulation.

Option: Contractor shall install 1/4" Amaco wrap on exterior.

Total amount of option \$

Acceptance of option : Client \_\_\_\_\_

#### **Scope of work: Exterior Finish – Addition.**

Contractor shall install four 36"x48" R,S,V,P Regency vinyl single hung windows with 3/4" insulated glass and half screen.

Contractor shall install a 48"x 48" R,S,V,P Regency vinyl single hung, picture, single hung window.

\*Contractor shall install new Alcoa Liberty Elite Sage vinyl siding.

Contractor shall install new Alcoa vinyl soffit and aluminum fascia, to match existing.

#### **Scope of work : Roof of addition.**

Contractor shall install 15lb felt paper to entire roof surface.

Contractor shall install ice and water shield to lower eaves.

\*Contractor shall install aluminum oversized drip edge.

Contractor shall reflash against existing house.

Contractor shall install a three tab 25 year shingle that will match existing roof,  
( there is a \$ 25.00 per sq allowance)

P S |

1 of 4

Option : Contractor shall install a Specialty, wood interior and vinyl clad exterior octagon window

Total amount of option \$297.00

Acceptance of option : Client \_\_\_\_\_

**Scope of work: Exterior of existing house.**

Contractor shall remove existing windows on gable side.

\*Contractor shall install two new 2'x 3' R,S,V,P casement hung vinyl replacement window with  $\frac{3}{4}$  insulated glass and half screen. Above roof line of addition.

**Scope of work: Master Bedroom .**

Contractor shall install new  $\frac{1}{2}$ " drywall, on walls and ceilings, finished smooth and painted using Martin Senour, Pro-line Premium paint. (Color as per owner).

Contractor shall install University Collection, Livingston carpeting over 7/16" luxour bound padding.

Contractor shall install pine trim, base and casing, stained and varnished. (Color as per owner)

Contractor shall install two hollow core, birch interior door with Kwikset bed and bath locksets one leading to hall and one leading to closet/ bathroom.

**Scope of work : Guest bedroom**

Contractor shall install new  $\frac{1}{2}$ " drywall, on walls and ceilings, finished smooth and painted using Martin Senour, Pro-line Premium paint. (Color as per owner).

Contractor shall install University Collection, Livingston carpeting over 7/16" luxour bound padding.

Contractor shall install pine trim, base and casing, stained and varnished. (Color as per owner)

Contractor shall install a hollow core, birch interior door with Kwikset bed and bath locksets

\*Contractor shall install a set of pull down stairs.

**Scope of work : Closet/ Bathroom.**

Contractor shall install new  $\frac{1}{2}$ " drywall, on walls and ceiling, finished smooth and painted using Martin Senour, Pro-line Premium paint. (Color as per owner).

Contractor shall install University Collection, Livingston carpeting over 7/16" luxour bound padding.

Option : Contractor shall install Tarkett, Preference vinyl flooring fully adhered, over  $\frac{1}{4}$ " luan .

Total amount of option \$306.43

Acceptance of option : Client \_\_\_\_\_

Contractor shall install pine trim, base and casing, stained and varnished. (Color as per owner)

Contractor shall install a hollow core, birch interior door with Kwikset bed and bath

**Scope of work: Living Room addition and hall .**

Contractor shall remove existing wall.

Contractor shall install new  $\frac{1}{2}$ " drywall, on walls, finished smooth and painted using Martin Senour, Pro-line Premium paint. (Color as per owner).

Contractor shall install Armstrong #925 2'x 2' drop ceiling tile and grid.

Contractor shall install University Collection, Livingston carpeting over 7/16" luxour bound padding.

Contractor shall install pine trim, base and casing, stained and varnished. (Color as per owner)

**Scope of work : Garage door**

Contractor shall install two 10'x 7' Wayne Dalton, ThermoWayne, low profile garage door

Contractor shall install two Craftsman  $\frac{1}{2}$  hp garage door opener.

**Scope of work:**

There is no HVAC allowance at this time.

Owner to do all wiring including supplying all electrical materials.

**Scope of work : Miscellaneous**

Owner to supply necessary beam, and steel welded together, that contractor will install.

All gusset work necessary and demolition is included.

There is no exterior deck work at this time.

There is no flue work at this time.

There is no work to be done in basement and existing house at this time.

Scope of work: General.

All labor and materials included.

Contractor shall highly protect home and landscaping during construction.

All materials resulting from job will be cleaned up and discarded daily.

Contractor is fully insured.

There will be a pre-construction meeting to determine schedule and leadman will be provided during ~~entire~~ project.

Respectfully submitted,

Total amount of proposal \$24,682.50

Contractor: \_\_\_\_\_

Acceptance of proposal,

Client: Gary L. Busse

Date: 11/23/99



## ***Tim Britton Construction Services***

109 MAIN STREET  
FALLS CREEK, PA 15840  
(814) 375-9388

### **Subcontractor agreement**

The following sub contractor agreement is between ***Tim Britton Construction Services*** (General Contractor) and (Sub) ***At Home general contracting owner Rick Maybie***. The below mentioned work will be done with in the General contractor specifications and standers guidelines. All work is subject to the general contractor approval, final payment upon inspection. The subcontractor has supplied a copy of insurance, and workman's compensation coverage that will be on file at general contractor office.

- The following work is to be done in the specified time frame. Start immediately following completion of foundation. Approximately 3-20-2000 complete 5-8-2000
- Contract amount that subcontractor will receive \$25,000.00 Payment schedule: \_\_\_\_\_

Project name: CR #28

Project location: Lot #28 Crystal Ridge Estates  
Falls Creek, PA. 15840

**Scope of work:** \_\_\_\_\_.

Subcontractor agrees to do all framing, including interior walls, siding, soffit, fascia, and roof sheeting, windows and doors. All material to be supplied by General Contractor.

**Acceptance of agreement:**

Subcontractor: Rick Maybie Date: 2/29/00

Contractor: John Smith Date: 2/29/00

Witness: \_\_\_\_\_ Date: \_\_\_\_\_

# At Home

## Billing statement

Trunzo Deck

First payment 800.00 dollars for the installment of the deck.

First payment Eight hundred dollars and no cents

Thank you for letting me do your work

Sincerely : *Richard E Mabie*

Richard E Mabie

At Home general contracting  
RR2 Box 326  
Brookville Pa 15825

Phone: 814-849-7015  
Fax: 814-849-7015  
Email: [rmabie@penn.com](mailto:rmabie@penn.com)

TPS 3

7/3

# At Home

## Billing statement

### Trunzo Deck

First payment 800.00 dollars for the installment of the deck.

Second payment 600.00 dollars for the compleation of the deck

Framing, insulating, rough wire up stairs room @ Trunzo's  
Installing the wine celar door 300.00 dollars.

Stuco work on Trunzo's house, 400.00 dollars

Brick work in DuBois 150.00 dollars 522 Chestnut Ave.

1400.00 dollars for deck work

700.00 dollars for trunzo work

150.00 dollars for the house @ 522 DuBois Pa

Total for Trunzo's 2100.00

Total for DuBois 150.00

Total	2250.00 dollars
Less first payment	800.00 dollars
Remaining balance	1450.00 dollars

Thank you for letting me do your work

At Home general contracting  
RR 2 Box 326  
Brookville Pa 15825

Sincerely :

Richard E Mabie

Phone: 814-849-7015  
Fax: 814-849-7015  
Email: [rmabie@penn.com](mailto:rmabie@penn.com)

2 of 2

Date: 04/02/2004

Clearfield County Court of Common Pleas

User: BANDERSON

Time: 08:44 AM

ROA Report

Page 1 of 1

Case: 2000-01418-CD

Current Judge: No Judge

Timothy J Britton vs. Rick E Mabie

District Justice Appeal

Date	Judge	
11/15/2000	Filing: District Justice Appeals Paid by: Hopkins, David J. (attorney for Britton, Timothy J) Receipt number: 0051544 Dated: 11/15/2000 Amount: \$80.00 (Check) Certified Copies to Attorney Hopkins	No Judge ✓
11/27/2000	Transcript from Justice Ford. Filed.	No Judge ✓
12/05/2000	Complaint Filed by Atty. Hopkins, Atty. for Plf., 2 CC Atty. Hopkins	No Judge ✓
06/19/2002	Answer to Plaintiff's Complaint, New Matter and Counterclaim, filed by Atty DuBois 2 Cert. to Atty. DuBois	No Judge ✓
07/10/2002	Answer to New Matter and Counterclaim to New Matter. Filed by s/David J. Hopkins, Esq. Verification s/Timothy J. Britton Certificate of Service no cc	No Judge ✓
01/22/2004	Filing: Praeclipe/List For Arbitration Paid by: Hopkins, David J. (attorney for Britton, Timothy J) Receipt number: 1872498 Dated: 01/22/2004 Amount: \$20.00 (Check) Certificate of Readiness. filed by, s/David J. Hopkins, Esquire no cc No Judge ✓ Copy to CA	No Judge ✓
03/03/2004	ORDER, NOW, this 3rd day of March, 2004, re: Scheduled for Arbitration on Thursday, April 8, 2004, at 9:00 a.m. Pre-Trial Statement must be submitted 7 days prior to scheduled Arbitration. by the Court, s/FJA, P.J. 6 cc C/A	No Judge ✓

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

Susan C. Shadec

vs.

Wal-Mart Stores, Inc.

No. 2003-01687-CD

**OATH OR AFFIRMATION OF ARBITRATORS**

Now, this 5th day of April, 2004, we the undersigned, having been appointed arbitrators in the above case do hereby swear, or affirm, that we will hear the evidence and allegations of the parties and justly and equitably try all matters in variance submitted to us, determine the matters in controversy, make an award, and transmit the same to the Prothonotary within twenty (20) days of the date of hearing of the same.

John Sughrue, Esquire

\_\_\_\_\_  
Chairman

Blaise Ferraraccio, Esquire

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Brian K. Marshall, Esquire

Sworn to and subscribed before me this  
April 5, 2004

\_\_\_\_\_  
Prothonotary

**AWARD OF ARBITRATORS**

Now, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, we the undersigned arbitrators appointed in this case, after being duly sworn, and having heard the evidence and allegations of the parties, do award and find as follows:

\_\_\_\_\_  
Chairman

(Continue if needed on reverse.)  
\_\_\_\_\_  
\_\_\_\_\_

**ENTRY OF AWARD**

Now, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, I hereby certify that the above award was entered of record this date in the proper dockets and notice by mail of the return and entry of said award duly given to the parties or their attorneys.

**WITNESS MY HAND AND THE SEAL OF THE COURT**

\_\_\_\_\_  
Prothonotary  
By \_\_\_\_\_

## COMMONWEALTH OF PENNSYLVANIA

COURT OF COMMON PLEAS

46TH  
JUDICIAL DISTRICT

CLEARFIELD COUNTY

## NOTICE OF APPEAL

FROM

## DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No.

00-1418-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	MAG. DIST. NO. OR NAME OF D.J.	
Timothy J. Britton	46-3-01	
ADDRESS OF APPELLANT	CITY	STATE
109 Main Street, DuBois, Pennsylvania 15801		
DATE OF JUDGMENT	IN THE CASE OF (Plaintiff)	
10-19-00	Timothy J. Britton	
CLAIM NO.	vs. Rick E. Mabie	
CV 19-0000672-00	SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT	
LT 19		
<p>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.</p> <p>Signature of Prothonotary or Deputy</p>		
<p>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.</p>		

## 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 \_\_\_\_\_, appellee(s), to file a complaint in this appeal  
 Name of appellee(s)

(Common Pleas No. \_\_\_\_\_) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

\_\_\_\_\_  
 Signature of appellant or his attorney or agent

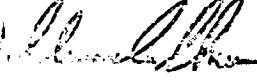
RULE: To \_\_\_\_\_, appellee(s).  
 Name of appellee(s)

(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: November 15, 2000

  
 Signature of Prothonotary or Deputy

**FILED**

NOV 15 2000

William A. Shaw  
Prothonotary

COURT FILE TO BE FILED WITH PROTHONOTARY

## 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 officer before whom affidavit was made*

*Title of officer*

My commission expires on \_\_\_\_\_, 19\_\_\_\_\_

NOV 15 2000  
OCT 30 2000  
Willie A. Snow  
Prothonotary  
cc to atty Hopkins  
PC \$80.00

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

Maj. Dist. No.:

**46-3-01**

DJ Name: Hon.

**PATRICK N. FORD**  
Address: **109 NORTH BRADY STREET**  
**P.O. BOX 452**  
**DUBOIS, PA**  
Telephone: **(814) 371-5321** **15801**

**ATTORNEY FOR PLAINTIFF :**

**DAVID HOPKINS**  
**900 BEAVER DRIVE**  
**DUBOIS, PA 15801**

**NOTICE OF JUDGMENT/TRANSCRIPT  
CIVIL CASE**

PLAINTIFF: NAME and ADDRESS

**BRITTON, TIMOTHY J**  
**109 MAIN STREET**  
**FALLS CREEK, PA 15840**

VS.

DEFENDANT: NAME and ADDRESS

**MABIE, RICK E**  
**RD 2 BOX 326**  
**BROOKVILLE, PA 15825**

Docket No.: **CV-0000672-00**  
Date Filed: **9/19/00**



**THIS IS TO NOTIFY YOU THAT:**

Judgment:

**FOR PLAINTIFF**

**00-1418-00**

Judgment was entered for: (Name) **BRITTON, TIMOTHY J**

Judgment was entered against: (Name) **MABIE, RICK E**

in the amount of \$ **606.00** on: (Date of Judgment) **10/19/00**

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	\$ <b>550.00</b>
Judgment Costs	\$ <b>56.00</b>
Interest on Judgment	\$ <b>.00</b>
Attorney Fees	\$ <b>.00</b>
<b>Total</b>	\$ <b>606.00</b>
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
<b>Certified Judgment Total</b> \$ _____	

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.

10-19-00 Date Patrick N. Ford, District Justice

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

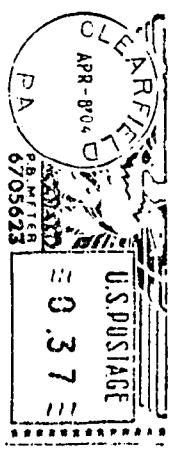
Date \_\_\_\_\_, District Justice

My commission expires first Monday of January,

**2006**

SEAL

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



Rick E. Mabie  
R. D. 2 Box 326

Brookville, PA 15825

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

RETURN TO SENDER

**RTS**

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL TRIAL LISTING

CERTIFICATE OF READINESS

TO THE PROTHONOTARY

DATE PRESENTED January 21, 2004

CASE NUMBER	TYPE TRIAL REQUESTED	ESTIMATED TRIAL TIME
00-1418 C.D.	( ) Jury ( ) Non-Jury	
Date Complaint Filed: Dec. 5, 2000	(X) Arbitration	1 days/hours

PLAINTIFF(S)

Timothy J. Britton

( )

Check block if a Minor  
is a Party to the Case

DEFENDANT(S)

Rick E. Mabie

( )

ADDITIONAL DEFENDANT(S)

( )

JURY DEMAND FILED BY:

N/A

DATE JURY DEMAND FILED:

N/A

AMOUNT AT ISSUE

CONSOLIDATION

DATE CONSOLIDATION ORDERED

~~xMore than~~  
& ( ) yes (XX) no  
Less than \$20,000.00

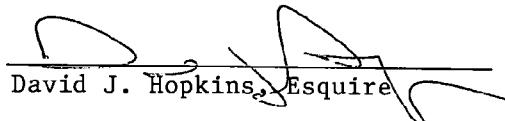
FILED

JAN 22 2004

William A. Shaw  
Prothonotary/Clerk of Courts

PLEASE PLACE THE ABOVE CAPTIONED CASE ON THE TRIAL LIST.

I certify that all discovery in the case has been completed; all necessary parties and witnesses are available; serious settlement negotiations have been conducted; the case is ready in all respects for trial, and a copy of this Certificate has been served upon all counsel of record and upon all parties of record who are not represented by counsel:

  
David J. Hopkins, Esquire

FOR THE PLAINTIFF

TELEPHONE NUMBER

David J. Hopkins, Esquire

(814) 375-0300

FOR THE DEFENDANT

TELEPHONE NUMBER

Jeffrey S. DuBois, Esquire

(814) 375-5598

FOR ADDITIONAL DEFENDANT

TELEPHONE NUMBER

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

TIMOTHY J. BRITTON :  
vs. : No. 00-1418-CD  
RICK E. MABIE :

RA  
**FILED**

MAR 03 2004

ORDER

William A. Shaw  
Prothonotary/Clerk of Courts

NOW, this 3rd day of February, 2004, it is the ORDER of the Court that the above-captioned matter is scheduled for Arbitration on Thursday, April 8, 2004 at 9:00 A.M. The following have been appointed as Arbitrators:

David P. King, Esquire, Chairman

Christopher J. Shaw, Esquire

Theron G. Noble, Esquire

Pursuant to Local Rule 1306A, you must submit your Pre-Trial Statement seven (7) days prior to the scheduled Arbitration. The original should be forwarded to the Court Administrator's Office and copies to opposing counsel and each member of the Board of Arbitrators. For your convenience, a Pre-Trial (Arbitration) Memorandum Instruction Form is enclosed as well as a copy of said Local Rule of Court.

BY THE COURT:

  
FREDRIC J. AMMERMAN  
President Judge



**JEFFREY S. DuBOIS**  
*Attorney at Law*

Arb 4-804  
Phone: 814-375-5598  
Fax: 814-375-8710

190 West Park Avenue • Suite #5 • DuBois, PA 15801

E-Mail: jsdlaw@verizon.com

March 31, 2004

Marcy Kelley  
Deputy Court Administrator  
Clearfield County Courthouse  
230 East Market Street, Suite 228  
Clearfield, PA 16830

RE: Timothy J. Britton vs. Rick E. Mabie  
No. 00-1481-CD

Dear Marcy,

Enclosed please find Defendant's Pre Trial Statement for the upcoming Arbitration Hearing in this matter.

Thank you for your attention in this matter.

Sincerely,

Jeffrey S. DuBois

JSD:tlm

Enclosure

Cc: David P. King, Esquire  
Christopher J. Shaw, Esquire  
THERON G. NOBLE, Esquire  
David J. Hopkins, Esquire  
Rick Mabie

**RECEIVED**

APR 01 2004

COURT ADMINISTRATOR'S  
OFFICE

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

TIMOTHY J. BRITTON, : No. 00-1418-CD  
Plaintiff :  
Vs. : Type of Pleading:  
: **PRE-TRIAL STATEMENT**  
RICK E. MABIE, :  
Defendant : Filed on Behalf of:  
: **DEFENDANT**  
: Counsel of Record for This Party:  
: Jeffrey S. DuBois, Esquire  
: Supreme Court No. 62074  
: 190 West Park Avenue, Suite #5  
: DuBois, PA 15801

**RECEIVED**

**APR 01 2004**

**COURT ADMINISTRATOR'S  
OFFICE**

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

TIMOTHY J. BRITTON, : No. 00-1418-CD  
Plaintiff :  
: :  
Vs. :  
: :  
RICK E. MABIE, :  
Defendant :  
:

**PRE-TRIAL STATEMENT**

**A. BRIEF STATEMENT OF THE CASE**

This case results from a complaint filed by Plaintiff against Defendant. Plaintiff, who is a general contractor, approached Defendant and asked if Defendant would work on a job in which Plaintiff had at that time. Defendant relayed to Plaintiff, as they were friends, that Defendant had just got back into the construction business and would need assistance, if necessary, depending on the job, or its size or complexity. Plaintiff assured Defendant that this would not be a problem.

Thereafter, Plaintiff hired Defendant to help in the construction of an addition on the home of an individual named Gary Bowser. Defendant performed all work on this addition in a proper and workmanlike manner. Moreover, after he was finished, Plaintiff hired Defendant for two (2) more successive jobs thereafter.

As to the allegations set forth by Plaintiff, on the contrary, any problems experienced by Plaintiff with respect to the particular jobs were as a result of Plaintiff's inattentiveness to the job, his failure to practically ever visit the job site, or answer the consumers questions or concerns. Additionally, some of what is complained concerns

work done by other persons on the jobs. At all times, Defendant's work on the jobs was in a proper and workmanlike manner.

Additionally, Defendant has filed a counterclaim in this matter, as Plaintiff has failed to pay Defendant in full for two (2) of the three (3) jobs he did for Plaintiff, totaling an amount of Five Thousand Five Hundred and 00/100 (\$5,500.00) Dollars.

**B. CITATION TO APPLICABLE CASES OR STATUTES**

Not applicable, as this matter involves General Case Law.

**C. LIST OF WITNESSES**

1. Rick E. Mabie – Plaintiff
2. Timothy J. Britton – Defendant
3. Mark Bonfardine  
57A Luthersburg/Rockton Road  
Luthersburg, PA 15848
4. Todd Shaffer  
HC6 – Box 102  
Brookville, PA 15825

Defendant reserves the right to list additional witnesses with proper notice to counsel for Plaintiff and the Board of Arbitrators.

**D. STATEMENT OF DAMAGES**

In Defendant's counterclaim, Defendant set forth Plaintiff had failed to pay him Five Thousand Five Hundred and 00/100 (\$5,500.00) Dollars representing amounts still owed on two (2) different jobs. A copy of a contract between Defendant and Plaintiff was attached to Defendant's Answer, New Matter, and Counterclaim.

Defendant reserves the right to add additional exhibits with proper notice to  
counsel for Plaintiff and the Board of Arbitrators.

Respectfully submitted,

---

Jeffrey S. DuBois, Esquire  
Attorney for Defendant

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

TIMOTHY J. BRITTON, : No. 00-1418-CD  
Plaintiff :  
Vs. :  
RICK E. MABIE, :  
Defendant :  
.

**CERTIFICATE OF SERVICE**

I do hereby certify that on the \_\_\_\_\_ day of April, 2004, I served a true and correct copy of the within Pre Trial Statement by first class mail, postage prepaid, on the following:

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

David P. King, Esquire  
P.O. Box 1016  
DuBois, PA 15801

Christopher J. Shaw, Esquire  
Paris Companies  
212 West Long Avenue  
DuBois, PA 15801

Theron G. Noble, Esquire  
301 East Pine Street  
Clearfield, PA 16830

---

Jeffrey S. DuBois

Arb 4804

# HOPKINS HELTZEL LLP

---

900 Beaver Drive • DuBois, PA 15801

**David J. Hopkins**  
Licensed in PA & NJ  
Masters in Taxation

**Lea Ann Heltzel**  
Licensed in PA

---

- Voice: (814) 375 - 0300
- Fax: (814) 375 - 5035
- Email: hopkinslaw@adelphia.net

April 1, 2004

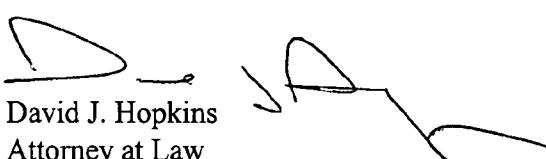
Mr. David Meholick  
Court Administrator  
Clearfield County Courthouse  
230 E. Market Street  
Clearfield, PA 16830

Re: Timothy J. Britton v. Rick E. Mabie

Dear Mr. Meholick:

Enclosed herewith please find Arbitration Memorandum for the above captioned matter. This matter is currently scheduled Arbitration on April 8, 2004.

Very truly yours,

  
David J. Hopkins  
Attorney at Law

DJH/bjt

Enclosure

cc: Jeffrey S. DuBois, Esquire  
Christopher J. Shaw, Esquire  
David P. King, Esquire  
Theron G. Noble, Esquire

**RECEIVED**

APR 02 2004

COURT ADMINISTRATOR'S  
OFFICE

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

TIMOTHY J. BRITTON, :  
Plaintiff :  
vs. : No. 00-1418 -CD  
RICK E. MABIE, :  
Defendant :  
: Type of Pleading: Arbitration  
: Memorandum  
: Filed on behalf of: Timothy J. Britton,  
: Plaintiff  
: 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

**RECEIVED**

**APR 02 2004**

**COURT ADMINISTRATORS  
OFFICE**

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

TIMOTHY J. BRITTON,  
Plaintiff

vs.

No. 00-1418 -CD

RICK E. MABIE,  
Defendant

**ARBITRATION MEMORANDUM**

AND NOW, comes Plaintiff, Timothy J. Britton, by and through his attorneys, Hopkins Heltzel LLP, and files the within Arbitration Memorandum as follows:

**I. STATEMENT OF THE CASE**

There are four (4) different matters before the Arbitration Board, all under the same docket.

**Bowser Case**

Plaintiff is a general contractor. Plaintiff entered into a contract for the construction of an addition for Gary Bowser of Curwensville, Pennsylvania in 1999. Plaintiff hired Defendant to subcontract the Bowser job. At all material times, Defendant was in charge of the construction of the Bowser project. Defendant performed sub par work causing Mr. Bowser to terminate the contract at a time when Mr. Bowser owed Mr. Britton \$8,456.00. Plaintiff filed suit against Bowser in the District Magistrate's court for collection of the monies. Bowser filed suit against Plaintiff for repairs that were necessary as a result of the poor workmanship.

On the second day of testimony, Bowser produced videotape showing that an ice shield that was to be installed on the Bowser home had not been installed and tar paper

underneath the roof shingles had not been installed. As a result of these revelations, Plaintiff was forced to settle the lawsuit against Bowser by waiving all claims against Bowser in exchange for Bowser's waiver of any claims against Plaintiff. As a result of the Bowser transaction and the negligent construction by Defendant, Plaintiff had suffered damages in excess of \$10,000.00 consisting of loss money from Bowser (\$8,456.00), District Magistrate fees (\$131.00) and legal fees of \$2,000.00.

#### **Condominium Construction**

Plaintiff hired Defendant to frame condominiums that Plaintiff was constructing upon Plaintiff's property. Defendant improperly framed the condominiums causing Plaintiff to incur \$1,200.00 in expenses to have Defendant's work corrected.

#### **\$1,000.00 Loan**

Plaintiff loaned Defendant \$1,000.00 upon the agreement that Defendant would repay Plaintiff the loan upon demand. Defendant has refused to repay the monies to Plaintiff.

#### **Lillian Welsh**

Plaintiff hired Defendant to install a kitchen in the home of Lillian Welsh. Defendant, completed the project in an unworkmanlike manner causing Plaintiff to incur \$600.00 in expenses to correct and finish the work that Defendant was hired to perform and to reduce the money Lillian Welsh paid to Plaintiff.

#### **II. CITATION TO APPLICABLE CASES OR STATUTES**

None applicable.

### **III. WITNESSES**

Timothy J. Britton – liability and damages  
109 Main Street  
Falls Creek, PA

Rick E. Mabie – liability and damages  
R.D. #2, Box 326  
Brookville, PA 15824

Gary Bowser – liability and damages  
P.O. Box 321  
Curwensville, PA 16833

Lillian Welsh

### **IV. STATEMENT OF DAMAGES**

Gary Bowser - \$10,131.00;  
Condominium construction, \$1,200.00;  
Loan - \$1,000.00; and  
Lillian Welsh - \$600.00.

### **V. LIST OF EXHIBITS**

- a. District Magistrate Complaint;
- b. District Magistrate Receipt;
- c. District Magistrate Judgment – Bowser;
- d. District Magistrate Judgment – Britton; and
- e. Britton – Bowser Mutual Release.

### **VI. ESTIMATED LENGTH OF TRIAL**

One-half (1/2) day.

Respectfully submitted,



David J. Hopkins, Esquire  
Attorney for Plaintiff

COUNTY OF: **CLEARFIELD**

Mag. Dkt. No.:

**46-3-01**

DJ Name: Hon.

**PATRICK N. FORD**Address: **109 NORTH BRADY STREET****P.O. BOX 452****DUBOIS, PA****15801**Telephone: **(814) 371-5321**PLAINTIFF: **NAME and ADDRESS**Tim Britton Construction  
109 Main Street  
Falls Creek, PA 15840VS.  
**NAME and ADDRESS**

DEFENDANT:

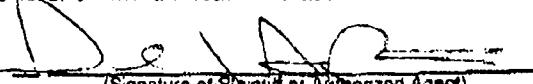
Gary Bowser  
P.O. Box 321  
Curwensville, PA 16833Docket No.: **CV 185-00**  
Date Filed:

	AMOUNT	DATE PAID
PLAINTIFF COSTS	\$ <u>      </u>	/ /
SERVING COSTS	\$ <u>      </u>	/ /
<b>TOTAL</b>	<b>\$ <u>      </u></b>	<b>/ /</b>

TO THE DEFENDANT: The above named plaintiff(s) asks judgment against you for \$ 8,000.00 together with costs upon the following claim (Civil fines must include citation of the statute or ordinance violated):

Defendant breached contract for Plaintiff to build addition. Defendant owes Plaintiff for \$8,456.08. Plaintiff agrees to accept \$8,000.00 plus costs.

I, David J. Hopkins, Esquire verify that the facts set forth in this complaint are true and correct to the best of my knowledge, information, and belief. This statement is made subject to the penalties of Section 4904 of the Crimes Code (18 PA. S.C.A. § 4904) related to unsworn falsification to authorities.

  
(Signature of Plaintiff or Authorized Agent)
Plaintiff's  
Attorney:David J. Hopkins, EsquireAddress: 900 Beaver DriveTelephone: (814) 375-0300DuBois, PA 15801

IF YOU INTEND TO ENTER A DEFENSE TO THIS COMPLAINT, NOTIFY THIS OFFICE IMMEDIATELY AT THE TELEPHONE NUMBER. YOU MUST APPEAR AT THE HEARING AND PRESENT YOUR DEFENSE. UNLESS JUDGMENT WILL BE ENTERED AGAINST YOU BY DEFAULT.

If you have a claim against the plaintiff which is within district justice jurisdiction and which you intend to assert at the hearing, you must file it on a complaint form at this office at least five (5) days before the date set for the hearing. If you have a claim against the plaintiff which is not within district justice jurisdiction, you may request information from this office as to the procedures you may follow. If you are disabled and require assistance, please contact the Magisterial District office at the address above.

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

**RECEIPT OF PAYMENT**

Mag. Dist. No.:

**46-3-01**

DJ Name: Hon.

**PATRICK N. FORD**  
Address: **109 NORTH BRADY STREET**  
**P.O. BOX 452**  
**DUBOIS, PA**  
Telephone: **(814) 371-5321**      **15801**



**REMITTER :**

**HOPKINS LAW FIRM**  
**900 BEAVER DRIVE**  
**DUBOIS, PA 15801**

Docket No.: **CV-0000185-00**  
Date Filed: **3/03/00**

<b>RECEIPT NO:</b>	<b>067067</b>	<b>DATE:</b>	<b>3/03/00</b>	<b>PAGE:</b>	<b>1</b>
SOURCE:	<b>PAID AT WINDOW</b>		AMOUNT RECEIVED:	\$	<b>131.00</b>
METHOD:	<b>PAID BY CHECK</b>		AMOUNT APPLIED:	\$	<b>131.00</b>
CHECK#:	<b>08706</b>		COLLATERAL APPLIED:	\$	<b>.00</b>
			CHANGE:	\$	<b>.00</b>
MANUAL RECEIPT#:					
CITATION#:			NEXT PAYMENT AMOUNT:		
COSTS INCLUDED ON:			NEXT PAYMENT DATE:		
			NEXT PMT TYPE:		

<b>PAYMENT DESCRIPTION</b>	<b>BALANCE FWD</b>	<b>AMT APPLIED</b>	<b>CURRENT BAL</b>
JUDICIAL COMPUTER PROJECT	1.50	1.50-	.00
POSTAGE	6.50	6.50-	.00
COMMONWEALTH COST- HB627	59.67	59.67-	.00
FILING FEES 17-CTY	29.83	29.83-	.00
SERVER FEES	33.50	33.50-	.00
<b>TOTAL</b>	<b>131.00</b>	<b>131.00-</b>	<b>.00</b>

<b>ESCROW DESCRIPTION</b>	<b>BALANCE FWD</b>	<b>AMT APPLIED</b>	<b>CURRENT BAL</b>
SERVER FEES ESCROW	.00	33.50-	33.50-
<b>TOTAL</b>	<b>.00</b>	<b>33.50-</b>	<b>33.50-</b>

CURRENT BALANCE DUE      **.00**

RECV'D FROM HOPKINS LAW FIRM  
KIM      THANK YOU!



COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

**46-3-01**

DJ Name: Hon.

**PATRICK N. FORD**

Address: **109 NORTH BRADY STREET  
P.O. BOX 452  
DUBOIS, PA**

Telephone: **(814) 371-5321 15801**

**ATTORNEY FOR PLAINTIFF :**

**DAVID J. HOPKINS ESQ  
900 BEAVER DRIVE  
DUBOIS, PA 15801**

**NOTICE OF JUDGMENT/TRANSCRIPT  
CIVIL CASE**

PLAINTIFF:

**TIM BRITTON CONSTRUCTION  
109 MAIN STREET  
FALLS CREEK, PA 15840**

NAME and ADDRESS

DEFENDANT:

**BOWSER, GARY  
P.O. BOX 321  
CURWENSVILLE, PA 16833**

VS.

NAME and ADDRESS

Docket No.: **CV-0000185-00**  
Date Filed: **3/03/00**



**THIS IS TO NOTIFY YOU THAT:**

Judgment:

**FOR DEFENDANT**

Judgment was entered for: (Name) **BOWSER, GARY**

Judgment was entered against: (Name) **TIM BRITTON CONSTRUCTION**

in the amount of \$ **.00** on: (Date of Judgment) **6/28/00**

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	\$ <b>.00</b>
Judgment Costs	\$ <b>.00</b>
Interest on Judgment	\$ <b>.00</b>
Attorney Fees	\$ <b>.00</b>
<b>Total</b>	\$ <b>.00</b>
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
<b>Certified Judgment Total</b> \$ _____	

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.

6-28-00 Date Patrick N. Ford, 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

## Mutual Release

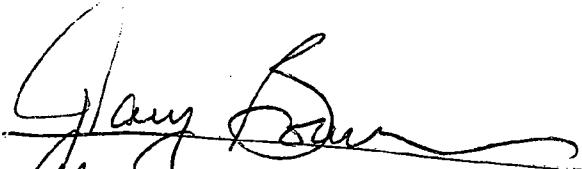
For and in consideration of the mutual covenants set forth herein + in consideration of each party withdrawing their respective complaints against the other;

Each party grants the other a general release + hereby releases the other of all claims, known + unknown against the other.



June 28, 2000

 Debra J. Jaffe attorney for Tim Britton



June 28, 2000

 Timothy E. Dugant as attorney for Gary Bower

Tim Britton or his counsel will be provided with the opportunity to make a copy of the 3 VCR Tapes used in the suit before D.J. Ford in DeBois.



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

TIMOTHY J. BRITTON, :  
Plaintiff :  
vs. : No. 00-1418 -CD  
RICK E. MABIE, :  
Defendant :  
:

**CERTIFICATE OF SERVICE**

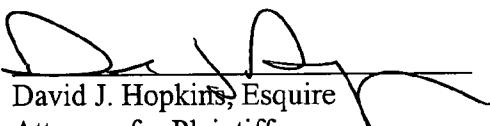
I, the undersigned, hereby certify that a true and correct copy of the Arbitration Memorandum, filed on behalf of Timothy J. Britton, was forwarded on the 1st day of April, 2004, by facsimile and U.S. Mail, postage prepaid, to all counsel of record, addressed as follows:

Jeffrey S. DuBois, Esquire  
190 W. Park Avenue, Suite 5  
DuBois, PA 15801

Christopher J. Shaw, Esquire  
P.O. Box 1043  
DuBois, PA 15801

David P. King, Esquire  
23 Beaver Drive  
P.O. Box 1016  
DuBois, PA 15801

Theron G. Noble, Esquire  
301 E. Pine Street  
Clearfield, PA 16830



David J. Hopkins, Esquire  
Attorney for Plaintiff  
Supreme Court No. 42519

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

Timothy J Britton

vs.

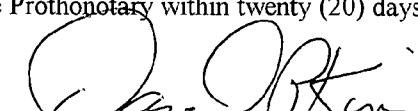
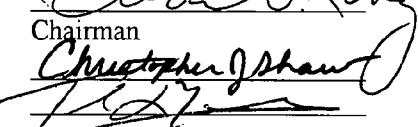
Rick E Mabie

No. 2000-01418-CD

**OATH OR AFFIRMATION OF ARBITRATORS**

Now, this 8th day of April, 2004, we the undersigned, having been appointed arbitrators in the above case do hereby swear, or affirm, that we will hear the evidence and allegations of the parties and justly and equitably try all matters in variance submitted to us, determine the matters in controversy, make an award, and transmit the same to the Prothonotary within twenty (20) days of the date of hearing of the same.

David P. King, Esquire

  
Chairman  
  
F.D.T.

Christopher J. Shaw, Esquire  
Theron G. Noble, Esquire

Sworn to and subscribed before me this  
8th day of April, 2004

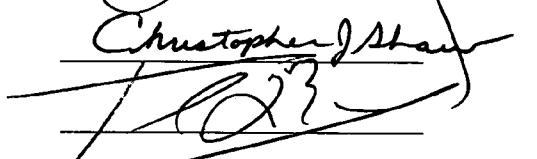


Prothonotary

**AWARD OF ARBITRATORS**

Now, this 8th day of April, 2004, we the undersigned arbitrators appointed in this case, after being duly sworn, and having heard the evidence and allegations of the parties, do award and find as follows:

*Judgment for Plaintiff in the amount  
of \$ 2,400.00 —  
AS Against the defendant.  
Judgment in favor of the  
Defendant's counterclaim  
Against Plaintiff.*

  
Chairman  
  
F.D.T.

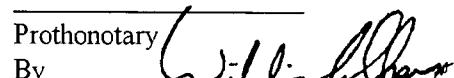
(Continue if needed on reverse.)

**ENTRY OF AWARD**

Now, this 8 day of April, 2004, I hereby certify that the above award was entered of record this date in the proper dockets and notice by mail of the return and entry of said award duly given to the parties or their attorneys.

**WITNESS MY HAND AND THE SEAL OF THE COURT**  
**FILED**

APR 08 2004

Prothonotary  
By 

William A. Shaw  
Prothonotary

Timothy J Britton

: IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY

Vs.

: No. 2000-01418-CD

Rick E Mabie

**NOTICE OF AWARD**

TO: JEFFREY S. DUBOIS

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on April 8, 2004 and have awarded:

Judgment for Plaintiff in the amount of \$2,400.00-as against Defendant. Judgment in favor of the Defendant for \$1.00 on Defendant's Counterclaim against Plaintiff.

William A. Shaw

Prothonotary

By \_\_\_\_\_



April 8, 2004

Date

In the event of an Appeal from Award of Arbitration within thirty (30) days of date of award.

Timothy J Britton

: IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY

Vs.

: No. 2000-01418-CD

Rick E Mabie

NOTICE OF AWARD

TO: DAVID J. HOPKINS

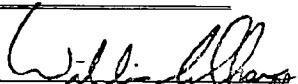
You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on April 8, 2004 and have awarded:

Judgment for Plaintiff in the amount of \$2,400.00-as against Defendant. Judgment in favor of the Defendant for \$1.00 on Defendant's Counterclaim against Plaintiff.

William A. Shaw

Prothonotary

By \_\_\_\_\_



April 8, 2004

Date

In the event of an Appeal from Award of Arbitration within thirty (30) days of date of award.

Timothy J Britton

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY

Vs.

No. 2000-01418-CD

Rick E Mabie

**NOTICE OF AWARD**

TO: RICK E MABIE

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on April 8, 2004 and have awarded:

Judgment for Plaintiff in the amount of \$2,400.00-as against Defendant. Judgment in favor of the Defendant for \$1.00 on Defendant's Counterclaim against Plaintiff.

William A. Shaw

Prothonotary

By William A. Shaw

April 8, 2004

Date

In the event of an Appeal from Award of Arbitration within thirty (30) days of date of award.

Timothy J Britton

: IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY

Vs.

: No. 2000-01418-CD

Rick E Mabie

NOTICE OF AWARD

TO: TIMOTHY J BRITTON

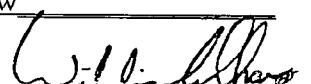
You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on April 8, 2004 and have awarded:

Judgment for Plaintiff in the amount of \$2,400.00-as against Defendant. Judgment in favor of the Defendant for \$1.00 on Defendant's Counterclaim against Plaintiff.

William A. Shaw

Prothonotary

By \_\_\_\_\_



April 8, 2004

Date

In the event of an Appeal from Award of Arbitration within thirty (30) days of date of award.

Timothy J Britton

: IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY  
: No. 2000-01418-CD

Vs.

Rick E Mabie

NOTICE OF AWARD

TO: Copies to: Rick E Mabie(Defendant), RD 2, Box 326, , Brookville, PA,  
15825,Timothy J Britton(Plaintiff), 109 Main Street, , Falls Creek, PA, 15840,Jeffrey S.  
DuBois (Defense Attorney),David J. Hopkins (Plaintiff Attorney)

You are herewith notified that the Arbitrators appointed in the above case have filed  
their award in this office on April 8, 2004 and have awarded:

Judgment for Plaintiff in the amount of \$2,400.00-as against Defendant. Judgment in  
favor of the Defendant for \$1.00 on Defendant's Counterclaim against Plaintiff.

William A. Shaw

Prothonotary

By \_\_\_\_\_

April 8, 2004

Date

In the event of an Appeal from Award of Arbitration within thirty (30) days of date of  
award.

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

TIMOTHY J. BRITTON,

Plaintiff

No. 2000-01418-CD

Vs.

RICK E. MABIE,

Defendant

Type of Pleading:

**PRAECIPE FOR  
DISCONTINUANCE**

Filed on Behalf of:

PLAINTIFF

Counsel of Record for This Party:

Jeffrey S. DuBois, Esquire  
Supreme Court No. 62074  
190 West Park Avenue, Suite #5  
DuBois, PA 15801  
(814) 375-5598

**FILED**

0/12:15 LM  
AUG 21 2006

3CC & 1CeA  
of disc issued  
to Atty DuBois  
- 1CeA of disc  
issued to  
William A. Shar  
Prothonotary  
copy to c/A

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

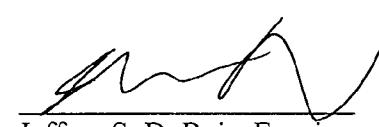
TIMOTHY J. BRITTON, : No. 2000-01418-CD  
Plaintiff :  
: :  
Vs. : :  
: :  
RICK E. MABIE, : :  
Defendant : :  
:

**PRAECIPE FOR DISCONTINUANCE**

TO THE PROTHONOTARY:

Please discontinue this case on behalf of Rick E. Mabie in the above captioned matter as it has gone to an Arbitrators' decision with no appeal filed by either party.

Respectfully submitted,



Jeffrey S. DuBois, Esquire  
Attorney for Defendant



David J. Hopkins, Esquire  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

COPY

CIVIL DIVISION

Timothy J Britton

Vs.  
Rick E Mabie

No. 2000-01418-CD

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 August 21, 2006, marked:

Discontinued

Record costs in the sum of \$100.00 have been paid in full by David J. Hopkins Esq. .

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 21st day of August A.D. 2006.



\_\_\_\_\_  
William A. Shaw, Prothonotary