

01-38-CD
VIVIAN L. WILLIAMS -vs- GREG BEECH et al

VIVIAN L. WILLIAMS,
Plaintiff,

vs.

GREG BEISH, t/d/b/a HALL
OF FAME CONTRACTOR,
Defendant,

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

:
: No. 01-38-CD
:
:
:
:


PRAECIPE

To The Prothonotary:

Issue a Writ of Summons Against the above-named
Defendant.

SPENCE, CUSTER, SAYLOR, WOLFE & ROSE

By


Michael J. Parrish, Jr., Esquire
Attorneys for Plaintiff,
Vivian L. Williams

Dated: January 4, 2001

FILED

JAN 09 2001

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW
No.

VIVIAN L. WILLIAMS,

Plaintiff,

vs.

GREG BEISH, t/d/b/a HALL OF FAME
CONTRACTOR,

Defendant,

PRAECIPE

FILED

Wm 19:38/ctt, Pouch
JAN 09 2001
William A. Shaw
Prothonotary

PD @ 80.00
Wct to Sheriff

LAW OFFICES
SPENCE, CUSTER, SAYLOR, WOLFE & ROSE
UNITED STATES NATIONAL BANK BUILDING
P. O. BOX 280
JOHNSTOWN, PENNSYLVANIA 15907

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY PENNSYLVANIA
CIVIL ACTION

COPY

SUMMONS

Vivian L. Williams

Vs.

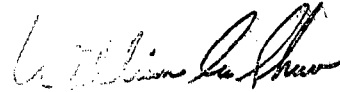
NO.: 2001-00038-CD

Greg Beish
Hall of Fame Construction

TO: GREG BEISH
HALL OF FAME CONSTRUCTION

To the above named Defendant(s) you are hereby notified that the above named Plaintiff(s) has/have commenced a Civil Action against you.

Date: 01/09/2001



William A. Shaw
Prothonotary

Issuing Attorney:
Michael J. Parrish, Jr.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10583

WILLIAMS, VIVIAN L.

01-38-CD

VS.

BEISH, GREG T/D/B/A HALL OF FAME CONTRACTOR

PRAECIPE & SUMMONS

SHERIFF RETURNS

NOW JANUARY 30, 2001 AT 6:55 PM EST SERVED THE WITHIN PRAECIPE & SUMMONS ON GREG BEISH t/d/b/a HALL OF FAME CONTRACTOR, DEFENDANT AT RESIDENCE, 511 CLEARFIELD STREET, CLEARFIELD, CLEARFIELD COUNTY PENNSYLVANIA BY HANDING TO PHYLLIS BEISH, MOTHER, A TRUE AND ATTESTED COPY OF THE ORIGINAL PRAECIPE & SUMMONS AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: SNYDER

Return Costs

Cost Description

21.34 SHFF. HAWKINS PAID BY: ATTY.

10.00 SURCHARGE PAID BY: ATTY.

Sworn to Before Me This

2nd Day Of February 2001
William A. Shaw

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

So Answers,

Chester A. Hawkins
by Marilyn Harris
Chester A. Hawkins
Sheriff

FILED

FFR 02 2001

02:10pm
William A. Shaw
Prothonotary *ES*

VIVIAN L. WILLIAMS, : IN THE COURT OF COMMON PLEAS OF
 Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA
 : CIVIL ACTION - LAW
 : No.: 2001-00038-CD
 vs. :
 : **COMPLAINT**
 GREG BEISH, t/d/b/a HALL :
 OF FAME CONTRACTOR, :
 Defendant : **COUNSEL OF RECORD FOR PARTY:**
 : MICHAEL J. PARRISH, JR., ESQUIRE
 : I. D. NO.: 74834
 : SPENCE, CUSTER, SAYLOR, WOLFE & ROSE
 : AMERISERV FINANCIAL BUILDING
 : POST OFFICE BOX 280
 : JOHNSTOWN, PENNSYLVANIA 15907
 : (814) 536-0735

NOTICE

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

MIDPENN LEGAL SERVICES
 211 ½ EAST LOCUST STREET
 CLEARFIELD, PENNSYLVANIA 16830
 TELEPHONE (800) 326-9177

FILED

SEP 18 2003

William A. Shaw
 Prothonotary/Clerk of Courts

VIVIAN L. WILLIAMS, : IN THE COURT OF COMMON PLEAS OF
 : CLEARFIELD COUNTY, PENNSYLVANIA
Plaintiff : CIVIL ACTION - LAW
 : No.: 2001-00038-CD
vs. :
 :
GREG BEISH, t/d/b/a HALL :
OF FAME CONTRACTOR, :
 :
Defendant :

COMPLAINT

NOW COMES, the Plaintiff, Vivian L. Williams, by and through her counsel, Spence, Custer, Saylor, Wolfe & Rose and files the following Complaint:

1. The Plaintiff, Vivian L. Williams, (hereinafter referred to as "Plaintiff") is an adult individual residing at 509 East Fifth Street, Clearfield, Pennsylvania 16830.

2. Defendant, Greg Beish (hereinafter referred to as "Defendant") trades and does business as Hall of Fame Contractor and resides at 214 Village Road, Clearfield, Pennsylvania 16830.

3. At all time relevant hereto, Plaintiff owned and resided at the premises located at 509 East Fifth Street, Clearfield, Pennsylvania 16830.

4. At all times relevant hereto, Defendant was engaged in the business of residential remodeling, repair and construction.

5. On or about May 1, 1998, Plaintiff and Defendant entered into an agreement for the construction of a front porch and roof at the Plaintiff's residence. (A copy of the agreement is attached hereto as Exhibit "A").

6. At all times relevant hereto, the Defendant acted by and through and was responsible for the actions of his employees, agents and/or servants.

7. On or about June 16, 1998 the Defendant completed the construction of the porch and roof and the Plaintiff fulfilled her obligations under the contract by submitting payment in full.

8. On or about January 18, 1999, the roof constructed by the Defendant collapsed, damaging the Plaintiff's residence and destroying the porch.

9. As a result of the negligence and/or carelessness of the Defendant, as well as the Defendant's breach of contract and implied warranties, more particularly set forth hereafter, Plaintiff incurred damages in the nature of the cost of the construction paid to Defendant in the amount of Two Thousand One Hundred (\$2,100.00) and the cost of the demolition and/or tear down of the collapsed front porch and roof and the construction of a replacement front porch and roof in the amount of Four Thousand Seven Hundred Eight Dollars (\$4,708.00).

COUNT I - NEGLIGENCE

10. Plaintiff hereby incorporates Paragraphs 1 through 9 of her Complaint as if the same were fully set forth herein.

11. The damage to the Plaintiff's premises previously described was the direct and proximate result of the negligence and carelessness of the Defendant in the following particulars:

a. In failing to exercise reasonable care in designing, assembling, inspecting, constructing and/or installing the front porch and roof and their components;

b. In failing to adequately instruct his employees, servants, and/or agents as to the proper design, manufacture, assembly, construction, inspection, testing and installation procedures with regard to the front porch and roof;

c. In failing to provide, establish, implement and/or follow proper and adequate controls and/or guidelines so as to insure proper construction of the front porch and roof;

d. In failing to provide, establish, implement and/or follow proper and adequate guidelines for construction so as to provide for a front porch and roof which were adequate for their intended use;

e. In failing to design, manufacture, assemble, construct, fabricate, install and/or inspect the front porch and roof and their components to assure conformity with prevailing industry and governmental specifications and standards;

f. In failing to supervise his employees, servants and/or agents in the design, manufacture, assembly, construction, fabrication, installation, inspection and/or testing of the front porch and roof and their components; and

g. In failing to follow or adhere to the specifications of the agreement.

WHEREFORE, Plaintiff, Vivian L. Williams, respectfully requests this Honorable Court enter judgment in her favor and against the Defendant, Greg Beish, t/d/b/a Hall of Fame Contractor, in an amount not in excess of the mandatory arbitration limits of the Court of Common Pleas of Clearfield County, Pennsylvania.

COUNT II - BREACH OF CONTRACT

12. Plaintiff hereby incorporates Paragraphs 1 through 11 of her Complaint as if the same were fully set forth herein.

13. Based upon the conduct of the Defendant and his servants, employees and/or other agents as set forth above, the Defendant breached his contract with the Plaintiff.

14. Contrary to the specifications of the agreement, the Defendant constructed the front porch and roof with inferior products and/or components including but not limited to the use of 2" X 4" rafters at 24 inch on center in contradiction to the promised 2" X 6" rafters, 16 inch on center.

15. The agreement provides in pertinent part that "All material is guaranteed as specified, and the above work shall be performed in accordance with the specifications submitted."

16. The agreement provides in pertinent part that, "Work shall be completed in a substantial workmanlike manner."

17. The Defendant's failure to construct the front porch and roof as specified and use of inferior products and techniques constitute a breach of contract.

18. Plaintiff has and did perform all conditions precedent to recovery based upon the Defendant's breach of contract.

19. As a result of the Defendant's breach of contract, the Plaintiff sustained and incurred the damages previously set forth above.

WHEREFORE, Plaintiff, Vivian L. Williams, respectfully requests this Honorable Court enter judgment in her favor and against the Defendant, Greg Beish, t/d/b/a Hall of Fame Contractor in an amount not in excess of the mandatory arbitration limits of the Court of Common Pleas of Clearfield County, Pennsylvania.

COUNT III - BREACH OF IMPLIED WARRANTY

20. Plaintiff hereby incorporates Paragraph 1 through 19 of her Complaint as if the same were fully set forth herein.

21. The Defendant impliedly warranted that all work performed by him or on his behalf would be done in a reasonable and workmanlike manner.

22. Based upon the aforementioned negligent and careless conduct of the Defendant and/or his servants, employees and/or other agents, the Defendant breached this implied warranty.

23. Plaintiff has and did perform all conditions precedent to recovery based upon the Defendant's breach of his implied warranty.


24. As a result of the Defendant's breach of implied warranty, the Plaintiff sustained and incurred the damages previously set forth.

WHEREFORE, Plaintiff, Vivian L. Williams, respectfully requests this Honorable Court enter judgment in her favor and against the Defendant, Greg Beish t/d/b/a Hall of Fame Contractor, in an amount not in excess of the mandatory arbitration limits of the Court of Common Pleas of Clearfield County, Pennsylvania.

Respectfully submitted,

SPENCE, CUSTER, SAYLOR, WOLFE & ROSE

By


Michael J. Parrish, Jr., Esquire
Attorneys for Plaintiff,
Vivian L. Williams


CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that on the 17th day of September, 2003, a true and correct copy of the Plaintiff, Vivian Williams' Complaint was forwarded via first-class mail, postage prepaid, to the following person(s):

Mr. Greg Beish
t/d/b/a Hall of Fame Contractor
511 Clearfield Street
Clearfield, Pennsylvania 16830

SPENCE, CUSTER, SAYLOR, WOLFE & ROSE

By



Michael J. Parrish, Jr., Esquire
Attorneys for Plaintiff,
Vivian L. Williams

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW
NO. 2001-00038 CD

VIVIAN L. WILLIAMS,

Plaintiff,

vs.

GREG BEISH, t/d/b/a HALL OF FAME
CONTRACTOR,

Defendant,

COMPLAINT

FILED
m/11:30 AM
SEP 18 2003

William A. Shaw
Prothonotary/Clerk of Courts

LAW OFFICES
SPENCE, CUSTER, SAYLOR, WOLFE & ROSE
P. O. BOX 280
JOHNSTOWN, PENNSYLVANIA 15907

Ang Parrish
Clerk

VIVIAN L. WILLIAMS,
Plaintiff

vs.

GREG BEISH, t/d/b/a HALL
OF FAME CONTRACTOR,
Defendant

: IN THE COURT OF COMMON PLEAS OF
: CLEARFIELD COUNTY, PENNSYLVANIA
: CIVIL ACTION - LAW
: No.: 2001-00038-CD

FILED

JUL 14 2004

PRAECIPE

William A. Shaw
Prothonotary/Clerk of Courts

To The Prothonotary:

Enter Judgment in favor of Plaintiff, Vivian L.

Williams and against Defendant, Greg Beish t/d/b/a Hall of Fame Contractor for failure to file an Answer to Plaintiff's Complaint within twenty (20) days from service thereof, said Judgment to be entered in the amount of \$4,708.00, plus interest and costs of the instant action.


Attached hereto and made a part hereof are the certifications required by Pa.R.C.P. Rule 237.1 to wit:

A. A notice directed to Defendants of intention to take a Default Judgment; and

B. Certification that said notice was forwarded to the Defendant.

SPENCE, CUSTER, SAYLOR, WOLFE & ROSE, LLC

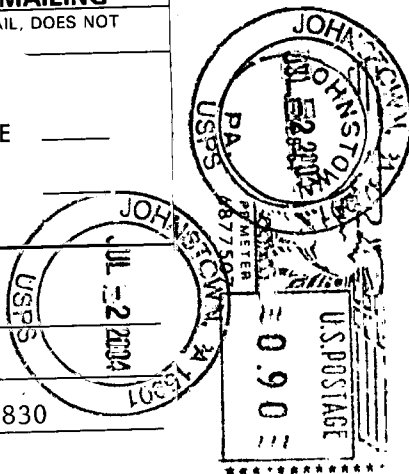
By


Michael J. Parrish, Jr., Esquire
Attorneys for Plaintiff,
Vivian Williams

DATED: July 13, 2004

| | | | |
|---|--|-------------------------------|--|
| U.S. POSTAL SERVICE | | CERTIFICATE OF MAILING | |
| MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER | | | |
| <p align="center">LAW OFFICES SPENCE, CUSTER, SAYLOR, WOLFE & ROSE P.O. BOX 280 JOHNSTOWN, PA 15907</p> | | | |
| <p>One piece of ordinary mail addressed to: <u>Mr. Greg Beish</u> <u>c/o Phyllis Beish</u> <u>511 Clearfield Street</u> <u>Clearfield, Pennsylvania 16830</u></p> | | | |

Affix fee here in stamps



VIVIAN L. WILLIAMS, : IN THE COURT OF COMMON PLEAS OF
 : CLEARFIELD COUNTY, PENNSYLVANIA
Plaintiff : CIVIL ACTION - LAW
 : No.: 2001-00038-CD
vs. :
 :
GREG BEISH, t/d/b/a HALL :
OF FAME CONTRACTOR, :
 :
Defendant :

TO: GREG BEISH
c/o Phyllis Beish
511 Clearfield Street
Clearfield, Pennsylvania 16830

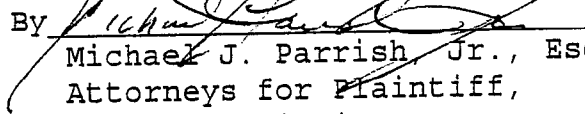
DATE OF SERVICE: July 2, 2004

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

LAUREL LEGAL SERVICES, INC.
225-227 FRANKLIN STREET
400 FRANKLIN CENTER
JOHNSTOWN, PENNSYLVANIA 15901
(814) 536-8917

SPENCE, CUSTER, SAYLOR, WOLFE &
ROSE, LLC

By 
Michael J. Parrish, Jr., Esquire
Attorneys for Plaintiff,
Vivian L. Williams

1

2

3

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW
No. 2001-00038 CD

VIVIAN L. WILLIAMS,

Plaintiff,

vs.

GREG BEISH, t/d/b/a HALL OF FAME
CONTRACTOR,

Defendant,

DEFAULT PRAECIPE

FILED No CC

m/4:00 PM Notice to Def.
JUL 14 2004 No Statement requested

William A. Shaw
Prothonotary/Clerk of Courts
Att. fee 20.00

LAW OFFICES
SPENCE, CUSTER, SAYLOR, WOLFE
& ROSE, L.L.C.

P.O. BOX 260
JOHNSTOWN, PENNSYLVANIA 15907

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL DIVISION

COPY

Vivian L. Williams

Vs.

No. 2001-00038-CD

Greg Beish t/d/b/a
Hall of Fame Contractor

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$4,708.00 on July 14, 2004.

William A. Shaw
Prothonotary

William A. Shaw

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA
STATEMENT OF JUDGMENT

COPY

Vivian L. Williams
Plaintiff(s)

No.: 2001-00038-CD

Real Debt: \$4,708.00

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Greg Beish t/d/b/a
Hall of Fame Contractor
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: July 14, 2004

Expires: July 14, 2009

Certified from the record this 14th day of July, 2004.

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment,
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney