

01-104-CD

TIMOTHY J. BRITTON d/b/a -vs- CLETAS HILLER
TIM BRITTON CONSTRUCTION

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

TIMOTHY J. BRITTON, d/b/a/
TIM BRITTON CONSTRUCTION,
Plaintiff

vs.

CLETAS HELLER,
Defendant

No. 01-104-CD

Type of Pleading: Complaint

Filed on behalf of: Plaintiff

Counsel of Record for this party:

LEA ANN HELTZEL, Esquire
Attorney at Law
Supreme Court No. 83998

900 Beaver Drive
DuBois, Pennsylvania 15801

(814) 375-0300

FILED

JAN 19 2001

William A. Shaw
Prothonotary

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

TIMOTHY J. BRITTON, d/b/a/	:	
TIM BRITTON CONSTRUCTION,	:	
Plaintiff	:	
	:	
vs.	:	No.
	:	
CLETAS HELLER,	:	
Defendant	:	

Notice

TO: Cletas Heller
82 Treasure Lake,
DuBois, Pennsylvania

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 is 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, d/b/a/	:		
TIM BRITTON CONSTRUCTION,	:		
Plaintiff	:		
	:		
vs.	:	No.	-CD
	:		
CLETAS HELLER,	:		
Defendant	:		

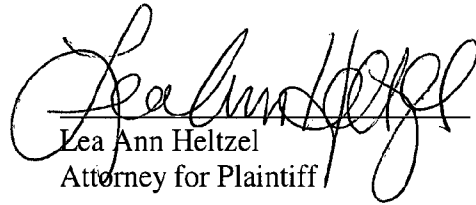
COMPLAINT

AND NOW, comes Plaintiff, Timothy J. Britton d/b/a Tim Britton Construction,
by and through his attorneys, The Hopkins Law Firm, and avers the following:

1. The Plaintiff is Timothy J. Britton, d/b/a/ Tim Britton Construction,
having a principal business address of 109 Main Street, Falls Creek, Pennsylvania.
2. The Defendant is Cletas Heller who resides at 82 Treasure Lake, DuBois,
Clearfield County, Pennsylvania.
3. Plaintiff filed a Mechanics' Lien on December 13, 2000, in the Court of
Common Pleas, Clearfield County, Pennsylvania, to No. 00-1554-MLD, a copy of which
is attached as Exhibit "A".
4. The amount of Plaintiff's claim is \$17,172.82.

WHEREFORE, Plaintiff demands judgment against Defendant in the amount of Mechanics' Lien, plus interest, cost of suit, attorneys' fees and such other costs, as the Court deems just and equitable.

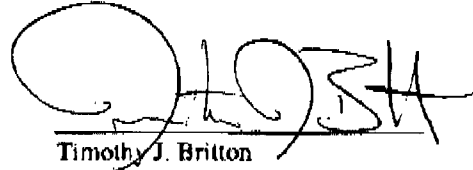
Respectfully submitted,



Lea Ann Heltzel
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, d/b/a/
TIM BRITTON CONSTRUCTION,
Plaintiff

vs.

CLETAS HELLER,
Defendant

No. 00-1554-CD

Type of Pleading: Mechanic's
Lien Claim

Filed on behalf of: Plaintiff

Counsel of Record for this party:

LEA ANN HELTZEL, ESQUIRE
Attorney at Law
Supreme Court No. 83998

900 Beaver Drive
DuBois, Pennsylvania 15801

(814) 375-0300

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

DEC 13 2000

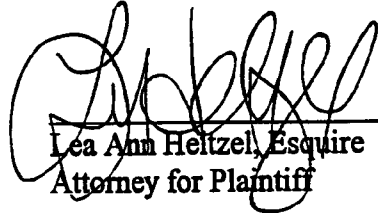
EXHIBIT "A"

Attest:

William L. Brown
Prothonotary

5. Claimant has been paid \$15,572.75 toward the debt due for the labor and materials and there is a due and owing balance of \$17, 172.52 for which claim is made of \$17,172.52.

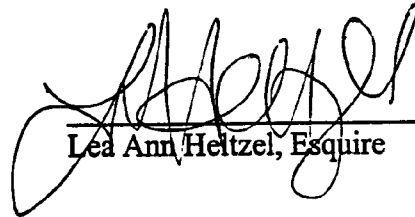
Respectfully submitted,



Lea Ann Heltzel, Esquire
Attorney for Plaintiff

VERIFICATION

I, Lea Ann Heltzel, Esquire, do hereby state that I am the attorney for the Defendant, Timothy J. Britton, that I am authorized to make this Verification on behalf of the Defendant, and the facts set forth in the foregoing Mechanics Lien Claim are true and correct, not at my own knowledge, but from information supplied to me from the Defendant, and that the purpose of this Verification is to expedite the litigation, and that the Verification of the Defendant, Timothy J. Britton, will be supplied, if demanded, also, subject to the penalties of 18 Pa.C.S.A. §4904, relating to unsworn falsification to authorities.



Lea Ann Heltzel, Esquire

***Tim Britton Construction Services***

109 MAIN STREET
FALLS CREEK, PA 15840
(814) 375-9388 or Fax 375-5653

August 4, 2000

Job name/ Location: U.P.S Building
Division Street
DuBois, PA 15801

Owner: Cleatus Heller
RD #8
DuBois, PA 15801
371-4504

Proposal**Scope of work: Repair of Deteriorated Loading Dock Area of Roof.**

Contractor shall remove existing roofing, plywood and gravel, 4-ply tar and old insulation over damaged area.

Contractor shall install 1/2" insulation recovery board mechanically fastened with roof plates and screws.

Contractor shall install new E.P.D.M .060ml rubber roofing fully adhered.

Contractor shall clean, flash and caulk all seams.

Contractor shall install new pipe flashings.

Contractor shall re-use existing gravel stop and paint white with two (2) coats of Super Tough Coat exterior paint.

Contractor shall install new roof drain near corner; all other existing vents to remain.

Contractor shall install rubber between the two buildings.

Any carpentry work, painting of structure or beams, any gravel stop or steel substrate that needs replaced, and all temporary repairs to be done at time and material with labor @ \$25.00/hr.

Scope of work: General.

All work to meet or exceed manufacturer's standards.

All labor and materials included.

Contractor is fully insured.

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

Contractor shall protect building, grounds and parking lot during construction.

During construction, Contractor's office will avail itself to assist Owner with any questions regarding project.

Total amount of proposal. \$27,900.00

Payment: 50% to start 1/2 when 1/2 completed and balance upon completion of job.

Respectfully Submitted.

Contractor:

Acceptance of proposal,

X Client:

Date:

8/4/00 [Signature]

Tim Britton Construction

109 Main Street
Falls Creek, PA 15840
(814)375-9388

Invoice

DATE	INVOICE #
9/6/2000	161

BILL TO

Cletas Heller
82 Treasure Lake
DuBois, PA-15801

P.O. NO.	TERMS	PROJECT

QUANTITY	DESCRIPTION	RATE	AMOUNT
	Proposal to fix UPS Building Roof	27,900.00	27,900.00
	Contract completed on 9/6/00		
	Payment 8/23/00	-15,572.75	-15,572.75
	Interest due on past due amount(\$12,327.25 x 18% /365 x 75 days)	455.25	455.25
	PA Sales Tax	6.00%	0.00
Total			\$12,782.50

Tim Britton Construction

109 Main Street
Falls Creek, PA 15840
(814)375-9388

Invoice

DATE	INVOICE #
9/1/2000	174

BILL TO
Cletas Heller 82 Treasure Lake DuBois, PA 15801

P.O. NO.	TERMS	PROJECT

QUANTITY	DESCRIPTION	RATE	AMOUNT
	Time and material work to repair and replace 32'x32' and 12'x6' areas of roof. Removed debris down to steel and replaced steel. Contract was completed on 9/1/00 Screws to fasten materials	16.75	16.75
2	Pieces of steel 36 1/4"x144"	63.71	127.42
2	Tubes construction adhesive	2.22	4.44
32	Sheets OSB Board	7.54	241.28
8	Treated 2x4x12	5.77	46.16
4	Treated 2x4x10	4.99	19.96
	Rental of stud driver to install steel planks	59.19	59.19
111	Hours to remove and replace damaged areas.	25.00	2,775.00
	Interest on past due balance (\$3,321.11 x 18%/365 x 67 days)	109.21	109.21
	PA Sales Tax	6.00%	30.9
		Total	\$3,430.

Invoice

Tim Britton Construction

109 Main Street
Falls Creek, PA 15840
(814)375-9388

DATE	INVOICE #
9/2/2000	176

BILL TO
Cletas Heller 82 Treasure Lake DuBois, PA 15801

P.O. NO.	TERMS	PROJECT

QUANTITY	DESCRIPTION	RATE	AMOUNT
	Replacement and painting of gravel stop at U.P.S. Building. Painted 199 sq. ft. of sheeting. This work completed on 9/2/00 Interest due on past due balance (\$930. x .18%/365 x 66 days)	930.00 29.70	930.00 29.70
		Total	\$959

FILED

JAN 19 2001

Sp
W. G. / R. / C. H.
William A. Shaw
Prothonotary

H. J. + cel

ad \$80.00

Dec Shery

1cc atty

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10611

BRITTON, TIMOTHY J. d/d/a TIM BRITTON CONSTRUCTION

01-104-CD

VS.

HELLER, CLETAS

COMPLAINT

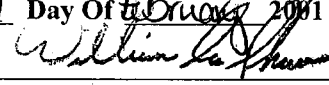
SHERIFF RETURNS

NOW JANUARY 29, 2001 AT 5:00 PM EST SERVED THE WITHIN COMPLAINT ON
CLETAS HELLER, DEFENDANT AT RESIDENCE, 82 TREASURE LAKE, DUBOIS,
CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO ILEEN KELLER, ADULT
AT RESIDENCE, A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT
AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: SNYDER

Return Costs


Cost	Description
28.22	SHFF. HAWKINS PAID BY: ATTY.
10.00	SURCHARGE PAID BY: ATTY.

Sworn to Before Me This


2nd Day Of February 2001


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

So Answers,


Chester A. Hawkins
Sheriff

FILED

FEB 02 2001
012.10pm
William A. Shaw
Prothonotary 

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

TIMOTHY J. BRITTON, d/b/a/
TIM BRITTON CONSTRUCTION,
Plaintiff

vs.

CLETAS HELLER,
Defendant

NO. 01-104-C.D.

Type of Case: Civil

Type of Pleading: Preliminary
Objections

Filed on behalf of: Defendant

Counsel of Record for this Party:
David P. King, Esquire
23 Beaver Drive
P. O. Box 1016
DuBois, PA 15801
(814) 371-3760

Supreme Court No. 22980

FILED

FEB 23 2001

William A. Shaw
Prothonotary

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

TIMOTHY J. BRITTON, d/b/a/	:	
TIM BRITTON CONSTRUCTION,	:	
Plaintiff	:	
	:	
vs.	:	NO. 01-104-C.D.
	:	
CLETAS HELLER,	:	
Defendant	:	

PRELIMINARY OBJECTIONS

AND NOW, comes the Defendant, CLETAS HELLER, through his Attorney, David P. King, and files Preliminary Objections to the Complaint at this term and number which are as follows:

PRELIMINARY OBJECTION I
(MOTION TO DISMISS FOR NONCOMFORMITY)

1. The Complaint at this term and number was filed on January 19, 2001, with the Defendant being served on or about January 29, 2001.

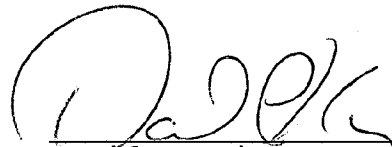
2. Notwithstanding, the Verification of the Plaintiff attached to such Complaint does not conform with the law, as the signature of the Plaintiff under Verification attached thereto is not a true signature, but a photocopy thereof.

3. This photocopy appears not only on the certified copy served upon the Defendant, but is attached to the original Complaint on file with the Prothonotary of your Honorable Court.

4. Inherent in Rule 1024 of the Pennsylvania Rules of Civil Procedure regarding Verification is the requirement that the signer (emphasis ours) affix their "signature" either under oath, or by unsworn falsification under 18 Pa.C.S. §4904.

5. A photocopy of a signature does not meet with those definitions under Rule 76 of the Pennsylvania Rules of Procedure and thus does not comply with Rule 1024 of the Rules of Procedure.

WHEREFORE, Defendant requests your Honorable Court to dismiss Plaintiff's Complaint at this term and number for failure to comply with the Rules of Civil Procedure and the laws of the Commonwealth.


David P. King
Attorney for Defendant

PRELIMINARY OBJECTION II
(MOTION FOR MORE SPECIFIC PLEADINGS)

1. The Complaint brought at this term and number contains four paragraphs averring to a claim that is made by the Plaintiff under the Mechanics' Lien Law of Pennsylvania.

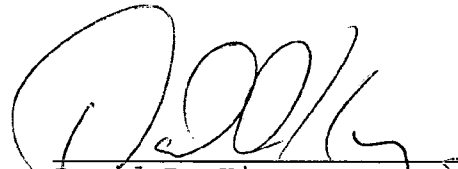
2. Paragraph 3 of Plaintiff's Complaint purports to have attached thereto a copy of such Claim of Mechanics' Lien being attached at Exhibit "A".

3. Notwithstanding, Exhibit "A" contains only one paragraph, that is a paragraph "5" which contains no particulars other than the bare allegation that a debt is owed.

4. The Defendant is unable to plead to any specific allegations that are made in the Complaint.

5. Therefore, Plaintiff's Complaint fails to comply with

Rule 1019 of the Pennsylvania Rules of Civil Procedure and should be dismissed, or otherwise Plaintiff should be required to file a more specific pleading so that a response may be made in accordance with the Rules.



David P. King
Attorney for Defendant

FILED

FEB 23 2001
M 11:15 / 2cc atty King
William A. Shaw
Prothonotary

WAS

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

TIMOTHY J. BRITTON, d/b/a/
TIM BRITTON CONSTRUCTION,
Plaintiff

vs.

CLETAS HELLER,
Defendant

No. 01-104 C.D.

Type of Pleading: Amended
Complaint

Filed on behalf of: Plaintiff

Counsel of Record for this party:

LEA ANN HELTZEL, Esquire
Attorney at Law
Supreme Court No. 83998

900 Beaver Drive
DuBois, Pennsylvania 15801

(814) 375-0300

FILED

MAR 15 2001

William A. Shaw
Prothonotary

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

TIMOTHY J. BRITTON, d/b/a/	:	
TIM BRITTON CONSTRUCTION,	:	
Plaintiff	:	
	:	
vs.	:	No. 01-104 C.D.
	:	
CLETAS HELLER,	:	
Defendant	:	

NOTICE

TO: Cletas Heller
82 Treasure Lake,
DuBois, Pennsylvania

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Amended Complaint is 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.

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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, d/b/a/	:	
TIM BRITTON CONSTRUCTION,	:	
Plaintiff	:	
	:	
vs.	:	No. 01-104 C.D.
	:	
CLETAS HELLER,	:	
Defendant	:	

AMENDED COMPLAINT

AND NOW, comes Plaintiff, Timothy J. Britton d/b/a Tim Britton Construction,
by and through his attorneys, The Hopkins Law Firm, and avers the following:

COUNT I

1. The Plaintiff is Timothy J. Britton, d/b/a/ Tim Britton Construction, having a principal business address of 109 Main Street, Falls Creek, Pennsylvania.
2. The Defendant is Cletas Heller who resides at 82 Treasure Lake, DuBois, Clearfield County, Pennsylvania.
3. Plaintiff is engaged in the construction business.
4. Defendant requested Plaintiff to perform his services on the Defendant's commercial property located at 690 Division Street, DuBois, Pennsylvania.
5. Plaintiff gave Defendant a proposal which stated an estimated cost of \$27,900.00 for the work which Defendant requested. Said proposal is attached hereto as Exhibit "A" and incorporated herein as if set forth at length.
6. Plaintiff performed all the work set forth in the proposal as the Defendant requested and same was done in a timely manner.

7. Subsequently, Defendant requested Plaintiff to do additional work at said commercial property. Evidence of the additional work is attached hereto as Exhibit "B" and incorporated herein as if set forth at length.

8. Plaintiff billed Defendant the quoted price of \$27,900.00, plus an additional \$3735.91 for the additional work.

9. On August 23, 2000, Plaintiff made an initial payment of \$15,572.75. There remains due and owing \$16,063.16 plus interest. Plaintiff has made repeated requests for payment which Defendant has refused to tender.

10. The actions of Defendant constitutes a breach of contract and entitles Plaintiff to an award of damages in the amount of \$16,063.16 plus interest.

WHEREFORE, Plaintiff demands judgment against Defendant in the amount of \$16,063.16 together with interest, cost of suit, attorney's fees and such other relief as this Honorable Court deems just and equitable.

COUNT II – QUANTUM MERUIT

9. Plaintiff repeats and incorporates the allegations of Count I as if fully set forth at length herein.

10. Plaintiff provided construction services to Defendant.

11. Defendant has received the benefits of Plaintiff's work, the fair market value of which is \$31,635.91.

12. Defendant has failed to pay Plaintiff and Plaintiff is entitled to recovery under the Quantum Meruit theory.

WHEREFORE, Plaintiff demands judgment in its favor and against Defendant in the amount of \$16,063.16, together with interest, cost of suit, attorney's fees and such other further relief as the Court deems fair and equitable.

COUNT III – UNJUST ENRICHMENT

13. Plaintiff incorporates the allegations of Count I and Count II as if fully set forth herein at length.

14. Defendant has received the benefit of Plaintiff's services.

15. Defendant has failed to pay for said services and Plaintiff is entitled to recover under the theory of unjust enrichment.

WHEREFORE, Plaintiff demands judgment in its favor and against Defendant in the amount of \$16,063.16, together with interest, costs of suit, attorney's fees and such other further relief as the Court deems fair and equitable.

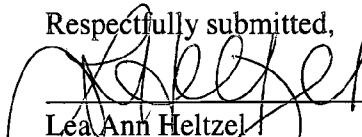
COUNT IV – MECHANIC'S LIEN

15. Plaintiff incorporates the allegations contained in Counts I, II and III as fully as if set forth at length herein.

16. Plaintiff filed a Mechanic's Lien on December 13, 2000 in the Court of Common Pleas, Clearfield County, Pennsylvania at No. 00-1504 MLD, a copy of which is attached hereto as Exhibit "C" and incorporated herein as if set forth at length.

WHEREFORE, Plaintiff demands judgment against Defendant in the amount of the Mechanic's Lien, plus interest, costs of suit, attorney's fees and such other costs as the Court deems just and equitable.

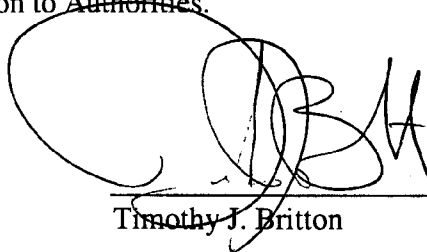
Respectfully submitted,



Lea Ann Heltzel
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.

A handwritten signature in black ink, appearing to read 'T. Britton', is written over a horizontal line. The signature is stylized with large loops and a prominent 'B'.

Timothy J. Britton

***Tim Britton Construction Services***

109 MAIN STREET
FALLS CREEK, PA 15840
(814) 375-9388 or Fax 375-5653

August 4, 2000

Job name/ Location: U.P.S Building
Division Street
DuBois, PA 15801

Owner: Cleatus Heller
RD #8
DuBois, PA 15801
371-4504

Proposal**Scope of work: Repair of Deteriorated Loading Dock Area of Roof.**

Contractor shall remove existing roofing, plywood and gravel, 4-ply tar and old insulation over damaged area.

Contractor shall install 1/2" insulation recovery board mechanically fastened with roof plates and screws.

Contractor shall install new E.P.D.M .060mi rubber roofing fully adhered.

Contractor shall clean, flash and caulk all seams.

Contractor shall install new pipe flashings.

Contractor shall re-use existing gravel stop and paint white with two (2) coats of Super Tough Coat exterior paint.

Contractor shall install new roof drain near corner, all other existing vents to remain.

Contractor shall install rubber between the two buildings.

Any carpentry work, painting of structure or beams, any gravel stop or steel substrate that needs replaced, and all temporary repairs to be done at time and material with labor @ \$25.00/hr.

Scope of work: General.

All work to meet or exceed manufacturer's standards.

All labor and materials included.

Contractor is fully insured.

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

Contractor shall protect building, grounds and parking lot during construction.

During construction, Contractor's office will avail itself to assist Owner with any questions regarding project.

Total amount of proposal. \$27,900.00

Payment: 50% to start 1/2 when 1/2 completed and balance upon completion of job.

Respectfully Submitted.

Contractor:

Acceptance of proposal,

X Client:

Date:

8/4/00 *[Signature]*

Tim Britton Construction

109 Main Street
Falls Creek, PA 15840
(814)375-9388

Invoice

DATE	INVOICE #
9/1/2000	174

BILL TO
Cletas Heller 82 Treasure Lake DuBois, PA 15801

P.O. NO.	TERMS	PROJECT

QUANTITY	DESCRIPTION	RATE	AMOUNT
	Time and material work to repair and replace 32'x32' and 12'x6' areas of roof. Removed debris down to steel and replaced steel. Contract was completed on 9/1/00 Screws to fasten materials	16.75	16.75
2	Pieces of steel 36 1/4"x144"	63.71	127.42
2	Tubes construction adhesive	2.22	4.44
32	Sheets OSB Board	7.54	241.28
8	Treated 2x4x12	5.77	46.16
4	Treated 2x4x10	4.99	19.96
	Rental of stud driver to install steel planks	59.19	59.19
111	Hours to remove and replace damaged areas.	25.00	2,775.00
	Interest on past due balance (\$3,321.11 x 18%/365 x 67 days)	109.21	109.21
	PA Sales Tax	6.00%	30.91
		Total	\$3,430.00

"EXHIBIT "B"

Tim Britton Construction

109 Main Street
Falls Creek, PA 15840
(814)375-9388

Invoice

DATE	INVOICE #
9/2/2000	176

BILL TO
Cletas Heller 82 Treasure Lake DuBois, PA 15801

P.O. NO.	TERMS	PROJECT

QUANTITY	DESCRIPTION	RATE	AMOUNT
	Replacement and painting of gravel stop at U.P.S. Building. Painted 199 sq. ft. of sheeting. This work completed on 9/2/00	930.00	930.00
	Interest due on past due balance (\$930. x .18%/365 x 66 days)	29.70	29.70
		Total	\$959.

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

TIMOTHY J. BRITTON, d/b/a/
TIM BRITTON CONSTRUCTION,
Plaintiff

vs.

CLETAS HELLER,
Defendant

No. 00-1554-CD

Type of Pleading: Mechanic's
Lien Claim

Filed on behalf of: Plaintiff

Counsel of Record for this party:

LEA ANN HELTZEL, ESQUIRE
Attorney at Law
Supreme Court No. 83998

900 Beaver Drive
DuBois, Pennsylvania 15801

(814) 375-0300

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

DEC 13 2000

EXHIBIT "C"

Attest:

William L. Brown
Prothonotary

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

TIMOTHY J. BRITTON, d/b/a/ TIM BRITTON CONSTRUCTION, Plaintiff	:		
	:		
	:		
	:		
vs.	:	No.	-CD
	:		
CLETAS HELLER, Defendant	:		

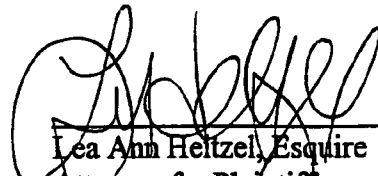
MECHANIC LIEN CLAIM

AND NOW, comes Claimant, Timothy J. Britton d/b/a Tim Britton Construction, by and through his attorneys, The Hopkins Law Firm, and files this claim against the improvements and property located on Division Street, DuBois for the payment of debt due to Claimant as a contractor for the labor and materials furnished by Claimant in the improvements and in support thereof makes the following statement:

1. The owner of the property is Cletas Heller who resides at 82 Treasure Lake, DuBois, Clearfield County, Pennsylvania.
2. The improvements in the property which are subject to this claim is the repair and replacement of the loading dock area's roof of the U.P.S. building located on Division Street, DuBois. See attached Exhibit "A".
3. The labor and material consisted of the following: See attached Exhibit "B".
4. Claimant completed his work at the property on September 6, 2000 which is less than the four (4) months before filing of the claim.

5. Claimant has been paid \$15,572.75 toward the debt due for the labor and materials and there is a due and owing balance of \$17, 172.52 for which claim is made of \$17,172.52.

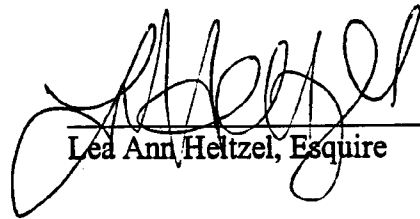
Respectfully submitted,



Lea Ann Heltzel, Esquire
Attorney for Plaintiff

VERIFICATION

I, Lea Ann Heltzel, Esquire, do hereby state that I am the attorney for the Defendant, Timothy J. Britton, that I am authorized to make this Verification on behalf of the Defendant, and the facts set forth in the foregoing Mechanics Lien Claim are true and correct, not at my own knowledge, but from information supplied to me from the Defendant, and that the purpose of this Verification is to expedite the litigation, and that the Verification of the Defendant, Timothy J. Britton, will be supplied, if demanded, also, subject to the penalties of 18 Pa.C.S.A. §4904, relating to unsworn falsification to authorities.



Lea Ann Heltzel, Esquire

***Tim Britton Construction Services***

109 MAIN STREET
FALLS CREEK, PA 15840
(814) 375-9388 or Fax 375-5653

August 4, 2000

Job name/ Location: U.P.S Building
Division Street
DuBois, PA 15801

Owner: Cleatus Heller
RD #8
DuBois, PA 15801
371-4504

Proposal**Scope of work: Repair of Deteriorated Loading Dock Area of Roof.**

Contractor shall remove existing roofing, plywood and gravel, 4-ply tar and old insulation over damaged area.

Contractor shall install 1/2" insulation recovery board mechanically fastened with roof plates and screws.

Contractor shall install new E.P.D.M .060ml rubber roofing fully adhered.

Contractor shall clean, flash and caulk all seams.

Contractor shall install new pipe flashings.

Contractor shall re-use existing gravel stop and paint white with two (2) coats of Super Tough Coat exterior paint.

Contractor shall install new roof drain near corner, all other existing vents to remain.

Contractor shall install rubber between the two buildings.

Any carpentry work, painting of structure or beams, any gravel stop or steel substrate that needs replaced, and all temporary repairs to be done at time and material with labor @ \$25.00/hr.

Scope of work: General.

All work to meet or exceed manufacturer's standards.

All labor and materials included.

Contractor is fully insured.

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

Contractor shall protect building, grounds and parking lot during construction.

During construction, Contractor's office will avail itself to assist Owner with any questions regarding project.

Total amount of proposal. \$27,900.00

Payment: 50% to start 1/2 when 1/2 completed and balance upon completion of job.

Respectfully Submitted.

Contractor:

Acceptance of proposal,

X Client:

Date:

8/4/00 *[Signature]*

Tim Britton Construction

109 Main Street
Falls Creek, PA 15840
(814)375-9388

Invoice

DATE	INVOICE #
9/6/2000	161

BILL TO
Cletas Heller 82 Treasure Lake DuBois, PA-15801

P.O. NO.	TERMS	PROJECT

QUANTITY	DESCRIPTION	RATE	AMOUNT
	Proposal to fix UPS Building Roof	27,900.00	27,900.00
	Contract completed on 9/6/00		
	Payment 8/23/00	-15,572.75	-15,572.75
	Interest due on past due amount(\$12,327.25 x 18% /365 x 75 days)	455.25	455.25
	PA Sales Tax	6.00%	0.00
Total			\$12,782..

Tim Britton Construction

109 Main Street
Falls Creek, PA 15840
(814)375-9388

Invoice

DATE	INVOICE #
9/1/2000	174

BILL TO
Cletas Heller 82 Treasure Lake DuBois, PA 15801

P.O. NO.	TERMS	PROJECT

QUANTITY	DESCRIPTION	RATE	AMOUNT
	Time and material work to repair and replace 32'x32' and 12'x6' areas of roof. Removed debris down to steel and replaced steel. Contract was completed on 9/1/00 Screws to fasten materials	16.75	16.75
2	Pieces of steel 36 1/4"x144"	63.71	127.42
2	Tubes construction adhesive	2.22	4.44
32	Sheets OSB Board	7.54	241.28
8	Treated 2x4x12	5.77	46.16
4	Treated 2x4x10	4.99	19.96
	Rental of stud driver to install steel planks	59.19	59.19
111	Hours to remove and replace damaged areas.	25.00	2,775.00
	Interest on past due balance (\$3,321.11 x 18%/365 x 67 days)	109.21	109.21
	PA Sales Tax	6.00%	30.91
		Total	\$3,430.00

Tim Britton Construction

109 Main Street
Falls Creek, PA 15840
(814)375-9388

Invoice

DATE	INVOICE #
9/2/2000	176

BILL TO
Cletas Heller 82 Treasure Lake DuBois, PA 15801

P.O. NO.	TERMS	PROJECT

QUANTITY	DESCRIPTION	RATE	AMOUNT
	Replacement and painting of gravel stop at U.P.S. Building. Painted 199 sq. ft. of sheeting. This work completed on 9/2/00 Interest due on past due balance (\$930. x .18%/365 x 66 days)	930.00 29.70	930.00 29.70
		Total	\$959.

FILED

MAR 15 2001

01512cc
William A. Shaw
Prothonotary

with Heltygel
~~for~~

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

TIMOTHY J. BRITTON, d/b/a/
TIM BRITTON CONSTRUCTION,
Plaintiff

vs.

CLETAS HELLER,
Defendant

NO. 01-104 C.D.

Type of Case: Civil

Type of Pleading: Answer
containing Counterclaims

Filed on behalf of: Defendant

Counsel of Record for this Party:
David P. King, Esquire
23 Beaver Drive
P. O. Box 1016
DuBois, PA 15801
(814) 371-3760

Supreme Court No. 22980

FILED

JUN 15 2001

William A. Shaw
Prothonotary

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

TIMOTHY J. BRITTON, d/b/a/	:	
TIM BRITTON CONSTRUCTION,	:	
Plaintiff	:	
	:	
vs.	:	NO. 01-104 C.D.
	:	
CLETAS HELLER,	:	
Defendant	:	

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 Answer containing Counterclaims 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 Answer containing Counterclaims or for any other claim or relief requested by the Defendant. You may lose money or property or other rights important to you.

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

Court Administrator
Clearfield County 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, d/b/a/ TIM BRITTON CONSTRUCTION, Plaintiff	:	
	:	
	:	
	:	
vs.	:	NO. 01-104 C.D.
	:	
CLETAS HELLER, Defendant	:	

ANSWER

AND NOW, comes the Defendant, CLETAS HELLER, through his Attorney, David P. King, and files the following Answer to Plaintiff's Amended Complaint:

COUNT I

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.

5. It is admitted that the Plaintiff gave a proposal to the Defendant, but denied in that the same infers that the Defendant owes any further monies to the Plaintiff.

6. The averments in Plaintiff's Paragraph 6 are denied in that the same infers that the work was done in a proper and workmanlike manner.

7. It is admitted that the Plaintiff did work on the building, but denied in that the Plaintiff's Paragraph 7 infers that further monies are owed to the Plaintiff by the Defendant for the reasons as set forth in Defendant's Counterclaim hereafter.

8. The averments in Plaintiff's Paragraph 8 are denied in that the same infers that the Plaintiff is entitled to any further payment from the Defendant.

9. The Defendant did make a payment to the Plaintiff for \$15,572.75. However, it is denied that there are further monies owing for the reasons as set forth hereafter.

10. The averments in Plaintiff's Paragraph 10 are denied for all of the same said reasons as above as well as set forth hereafter, and further stated that the Defendant owes no further monies to the Plaintiff.

COUNT II-QUANTUM MERUIT

9. The Defendant's Answers in Paragraphs 1 through 10 above are herein incorporated by reference.

10. Admitted.

11. It is specifically denied that the Defendant received a Quantum Meruit value of \$31,635.91 for the reasons as set forth hereafter.

12. The Defendant did in fact refuse to pay the Plaintiff further monies other than those as set forth in Paragraph 9 in these pleadings, but no further money is owed under the theory of Quantum Meruit.

WHEREFORE, the Defendant demands judgment against the Plaintiff as no further monies are owed.

COUNT III-UNJUST ENRICHMENT

13. The averments in the Answers to Paragraphs 1 through 12 above are herein incorporated by reference.

14. It is denied that the Defendant received the benefit of Plaintiff's services as alleged for the reasons as set forth hereafter.

15. It is denied that the Defendant had a duty to pay to the Plaintiff any further monies as the Defendant was not unjustly enriched, but in fact suffered damages as hereinafter set forth.


WHEREFORE, Defendant demands judgment in his favor and against the Plaintiff.

COUNT IV-MECHANIC'S LIEN

15. The Defendant incorporates the allegations as set forth in Paragraphs 1 through 15 above.

16. It is admitted that the Plaintiff filed a Claim of Mechanic's Lien. However, for the reasons as set forth herein, it is denied that the same is and can be a lien against the subject matter premises, as the same infers that the Plaintiff is entitled monies from the Defendant which is herein denied.

WHEREFORE, Defendant demands that the Claim of Mechanic's Lien be removed and otherwise dismissed by your Honorable Court, and he will so ever pray.



David P. King
Attorney for Defendant

COUNTERCLAIM I
(UPS BUILDING)

17. The Defendant hereby incorporates his Answers in Paragraphs 1 through 16 above.

18. Despite Plaintiff's allegations, the work done by the Plaintiff on the UPS Building was improper, not in a workmanlike manner, and in breach of the contractual arrangements that existed between the Plaintiff and Defendant.

19. More specifically, the work done on the UPS Building was not up to the standards of the industry and trade of the construction business, and in fact the work done by the Plaintiff requires extensive remedial action.

20. To wit, Defendant has been informed that the cost of repair to the deficiencies and the unworkmanlike job performed by the Plaintiff will cost the amount of \$31,300.00 to repair.

21. The said \$31,300.00 is to correct only the deficiencies in the job that the Plaintiff performed in an unworkmanlike manner. It does not involve additional work which was not the subject matter of the contract between the Plaintiff and Defendant.

WHEREFORE, the Defendant demands judgment against the Plaintiff in the amount of \$31,300.00, together with interest and costs of suit.

COUNTERCLAIM II
(METROPOLITAN BUILDING)

22. The averments in Defendant's Paragraphs 1 through 16 above are herein incorporated by reference.

23. In addition to the work on the UPS Building, the Defendant also engaged the Plaintiff to do work on a building in the City of DuBois known as the Metropolitan Insurance Building.

24. Again, the Plaintiff performed the work, but in a deficient and unworkmanlike manner.

25. The Defendant has been informed that the cost of repair to the work that the Plaintiff did in an unworkmanlike and deficient manner will cost \$13,700.00 to repair.

WHEREFORE, Defendant prays your Honorable Court to enter judgment in his favor and against the Plaintiff in the amount of \$13,700.00, and he will so ever pray.

COUNTERCLAIM III
(PRUDENTIAL BUILDING)

26. The averments in Defendant's Paragraphs 1 through 16 above are herein incorporated by reference.

27. In addition to all the above, the Defendant also engaged the Plaintiff to do certain work on what is known as the Prudential Building in the City of DuBois.


28. The Plaintiff did perform the work on the Prudential Building, but it was done and performed in an unworkmanlike and deficient manner.

29. The Defendant has been informed that it will cost \$19,000.00 to repair the deficiencies and the work that was done in an unworkmanlike manner on said building.

WHEREFORE, Defendant prays your Honorable Court to enter

judgment in his favor and against the Plaintiff for the sum of \$19,000.00.

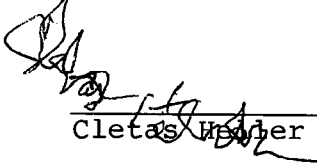
THEREFORE, on his Counterclaim, the Defendant requests your Honorable Court to enter judgment in his favor and against the Plaintiff for the total amount of \$64,000.00, and he will so ever pray.



David P. King
Attorney for Defendant

I verify that the statements made in this Answer and Counterclaim are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904, relating to unsworn falsification to authorities.

Date: June 13, 2001


Cletas Heller



FILED

JUN 15 2001

William A. Shaw
Prothonotary

acc
Atty
King
R

THE HOPKINS LAW FIRM

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

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

TIMOTHY J. BRITTON, d/b/a/
TIM BRITTON CONSTRUCTION,
Plaintiff

vs.

CLETAS HELLER,
Defendant

No. 01-104 C.D.

Type of Pleading: Answer to
Defendant's Counterclaims
and New Matter

Filed on behalf of: Plaintiff

Counsel of Record for this party:

LEA ANN HELTZEL , Esquire
Attorney at Law
Supreme Court No. 83998

900 Beaver Drive
DuBois, Pennsylvania 15801

(814) 375-0300

FILED

SEP 17 2001

William A. Shaw
Prothonotary

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

TIMOTHY J. BRITTON, d/b/a/	:	
TIM BRITTON CONSTRUCTION,	:	
Plaintiff	:	
	:	
vs.	:	No. 01-104 C.D.
	:	
CLETAS HELLER,	:	
Defendant	:	

ANSWER TO DEFENDANT'S COUNTERCLAIMS

AND NOW, comes Plaintiff, Timothy J. Britton d/b/a Tim Britton Construction,
by and through his attorneys, The Hopkins Law Firm, and avers the following:

COUNTERCLAIM I
(UPS BUILDING)

17. No answer is required of this paragraph.
18. Denied. The work completed by Plaintiff on Defendant's UPS Building was completed in a workmanlike manner and therefore Plaintiff was not in breach of the contractual arrangements that existed between the Plaintiff and Defendant.
19. Denied. The work completed by Plaintiff on Defendant's UPS Building was using applicable industry standards and does not require remedial action.
20. Neither admitted nor denied. Plaintiff is without knowledge or information to form a belief as to the truth of the matter asserted.
21. Denied. The Plaintiff performed his work in a workmanlike manner and there are no deficiencies to correct.

WHEREFORE, Plaintiff respectfully request that Defendant's Counterclaim be dismissed with prejudice and judgment be entered in favor of Plaintiff and against Defendant as set forth in Plaintiff's Complaint.

COUNTERCLAIM II
(METROPOLITAN BUILDING)

22. Plaintiff hereby incorporates his answers in paragraphs 17 through 21 by reference.

23. Admitted.

24. Denied. Plaintiff performed all of his work in a workmanlike manner using applicable roofing standards.

25. Neither admitted nor denied. Plaintiff is without knowledge or information to form a belief as to the truth of the matter asserted.

WHEREFORE, Plaintiff respectfully request that Defendant's Counterclaim be dismissed with prejudice and judgment be entered in favor of Plaintiff and against Defendant as set forth in Plaintiff's Complaint.

COUNTERCLAIM III
(PRUDENTIAL BUILDING)

26. Plaintiff incorporates his answers to paragraphs 17 through 25 by reference.

27. Admitted.

28. Denied. Plaintiff performed his work on the Prudential Building in a workmanlike manner using applicable roofing standards.

29. Neither admitted nor denied. Plaintiff is without knowledge or information to form a belief as to the truth of the matter asserted.

WHEREFORE, Plaintiff respectfully request that Defendant's Counterclaim be dismissed with prejudice and judgment be entered in favor of Plaintiff and against Defendant as set forth in Plaintiff's Complaint.

NEW MATTER

30. Plaintiff incorporates his answers to paragraphs 17 through 29 by reference.

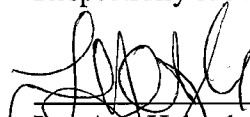
31. Defendant's claims are barred by Defendant's failure to pay consideration to Plaintiff.

32. Defendant's claims are barred because Defendant did not give Plaintiff the ability to cure any alleged deficiencies.

33. Defendant's claims are barred by Defendant's failure to advise Plaintiff of any of the alleged deficiencies.

34. Defendant's claims are barred by accord and satisfaction.

Respectfully submitted,

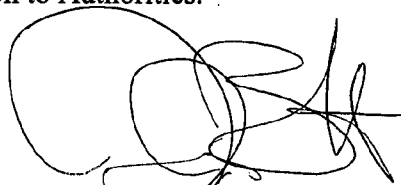


Lea Ann Heltzel

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.

A handwritten signature in black ink, consisting of a large, loopy 'T' followed by a stylized 'J' and 'B'.

Timothy J. Britton

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

TIMOTHY J. BRITTON, d/b/a/
TIM BRITTON CONSTRUCTION,
Plaintiff

vs.


CLETAS HELLER,
Defendant

No. 01-104 C.D.

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of Answer to Defendant's Counterclaims and New Matter, filed on behalf of Plaintiff, Timothy J. Britton d/b/a Tim Britton Construction, was forwarded on the 17th day of September, 2001, by U.S. Mail, postage prepaid, to all counsel of record, addressed as follows:

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



Lea Ann Heltzel, Esquire
Attorney for Plaintiff
Supreme Court No. 83998

FILED

SEP 17 2001

0/3:21 P.M.

William A. Shaw
Prothonotary

WAS

One (1) cc to *ATL*

THE HOPKINS LAW FIRM

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

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

TIMOTHY J. BRITTON, d/b/a/
TIM BRITTON CONSTRUCTION,
Plaintiff

vs.

CLETAS HELLER,
Defendant

vs.

BRYON BORDERS,
Additional Defendant

No. 01-104 C.D.

Type of Pleading: Complaint to
Join Additional Defendant

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

SEP 17 2001

William A. Shaw
Prothonotary

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

TIMOTHY J. BRITTON, d/b/a/ TIM BRITTON CONSTRUCTION, Plaintiff	:	
	:	
vs.	:	No. 01-104 C.D.
	:	
CLETAS HELLER, Defendant	:	
	:	
vs.	:	
	:	
BRYON BORDERS, Additional Defendant	:	

NOTICE

TO: Bryon Borders

DuBois, Pennsylvania

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Amended Complaint is 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, d/b/a/ TIM BRITTON CONSTRUCTION, Plaintiff	:	
	:	
vs.	:	No. 01-104 C.D.
	:	
CLETAS HELLER, Defendant	:	
	:	
vs.	:	
	:	
BRYON BORDERS, Additional Defendant	:	

COMPLAINT TO JOIN ADDITIONAL DEFENDANT

COUNT I

(UPS BUILDING)

1. Original Plaintiff/Defendant Counterclaim is Timothy J. Britton, d/b/a/ Tim Britton Construction, (hereinafter "Britton"), having a principal business address of 109 Main Street, Falls Creek, Pennsylvania.
2. Original Defendant/Plaintiff Counterclaim is Cletas Heller, (hereinafter "Heller"), who resides at 82 Treasure Lake, DuBois, Clearfield County, Pennsylvania.
3. Britton entered into a contract on August 4, 2000 to perform his construction services on the building known as the U.P.S. building a copy of which appears as Exhibit "A" to Plaintiff's Complaint, a copy of which is attached hereto.
4. In order to complete his obligations under the contract, Britton verbally contracted with Additional Defendant Bryon Borders, (hereinafter "Borders"), to perform services on the U.P.S. building.

5. In Heller's Answer containing Counterclaims, a copy of which is attached hereto, Heller alleges the work was done in an improper, unworkmanlike manner and was a breach of the contractual agreement. Further he alleged that the work was not up to standards of the industry and trade of the construction business.

6. Although Britton specifically denies that these problems exist and denies that the work was performed in an unworkmanlike manner or not up to industry standards for the construction business, to the extent that deficiency existed, they were caused by Borders.

7. Although Britton specifically denies the allegation of breach of contract alleged in Heller's Counterclaim, to the extent that there was any such breach by work performed in an unworkmanlike manner, the alleged problems were do to the work of Borders done as subcontractor of Britton and, therefore, Borders is hereby added in as Additional Defendant as having caused harm to the U.P.S. building.

WHEREFORE, to the extent that Original Defendant/Plaintiff in Counterclaim, Cletus Heller, can prove that any breach of the construction contract may have occurred, such breach and resultant damage to the Plaintiff was caused by the unworkmanlike performance of Addition Defendant, Bryon Borders, and therefore Original Plaintiff/Defendant Counterclaim would respectfully demand judgment against Bryon Borders in an amount equal to any damage proven by Original Defendant/Plaintiff Counterclaim.

COUNT II

(PRUDENTIAL BUILDING)

8. Plaintiff repeats and incorporates the allegations of Count I as if fully set forth at length herein.

9. Britton entered into a contract to do certain work on what is known as the Prudential Building in the City of DuBois.

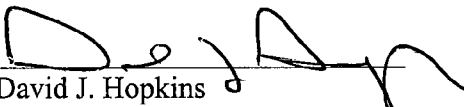
10. In order to complete his obligations under the contract, Britton verbally contracted with Borders to do certain work on what is known as the Prudential Building.

11. In Heller's Answer containing Counterclaims, a copy of which is attached hereto, Heller alleges that the work was done in an unworkmanlike manner and deficient manner.

12. Although Britton specifically denies that these problems exist and denies that the work was performed in an unworkmanlike manner, to the extent that deficiency existed, they were caused by Borders.

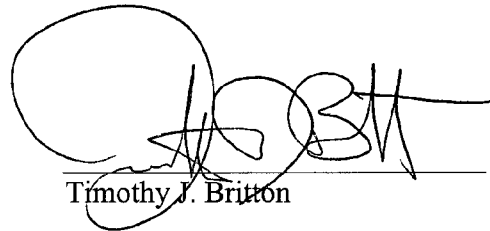
WHEREFORE, to the extent that Original Defendant/Plaintiff in Counterclaim, Cletus Heller, can prove that any breach of the construction contract may have occurred, such breach and resultant damage to the Plaintiff was caused by the unworkmanlike performance of Addition Defendant, Bryon Borders, and therefore Original Plaintiff/ Defendant Counterclaim would respectfully demand judgment against Bryon Borders in an amount equal to any damage proven by Original Defendant/Plaintiff Counterclaim.

Respectfully submitted,


David J. Hopkins
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, d/b/a/
TIM BRITTON CONSTRUCTION,
Plaintiff

vs.

CLETAS HELLER,
Defendant

No. 01-104 C.D.

Type of Pleading: Amended
Complaint

Filed on behalf of: Plaintiff

Counsel of Record for this party:

LEA ANN HELTZEL, Esquire
Attorney at Law
Supreme Court No. 83998

900 Beaver Drive
DuBois, Pennsylvania 15801

(814) 375-0300

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

MAR 15 2001

Attest.

William L. Shaw
Prothonotary

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

TIMOTHY J. BRITTON, d/b/a/
TIM BRITTON CONSTRUCTION,
Plaintiff

vs.

CLETAS HELLER,
Defendant

:
:
:
:
:
:
:
:

No. 01-104 C.D.

NOTICE

TO: Cletas Heller
82 Treasure Lake,
DuBois, Pennsylvania

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Amended Complaint is 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, d/b/a/
TIM BRITTON CONSTRUCTION,
Plaintiff

vs.

CLETAS HELLER,
Defendant

No. 01-104 C.D.

AMENDED COMPLAINT

AND NOW, comes Plaintiff, Timothy J. Britton d/b/a Tim Britton Construction,
by and through his attorneys, The Hopkins Law Firm, and avers the following:

COUNT I

1. The Plaintiff is Timothy J. Britton, d/b/a/ Tim Britton Construction, having a principal business address of 109 Main Street, Falls Creek, Pennsylvania.
2. The Defendant is Cletas Heller who resides at 82 Treasure Lake, DuBois, Clearfield County, Pennsylvania.
3. Plaintiff is engaged in the construction business.
4. Defendant requested Plaintiff to perform his services on the Defendant's commercial property located at 690 Division Street, DuBois, Pennsylvania.
5. Plaintiff gave Defendant a proposal which stated an estimated cost of \$27,900.00 for the work which Defendant requested. Said proposal is attached hereto as Exhibit "A" and incorporated herein as if set forth at length.
6. Plaintiff performed all the work set forth in the proposal as the Defendant requested and same was done in a timely manner.

7. Subsequently, Defendant requested Plaintiff to do additional work at said commercial property. Evidence of the additional work is attached hereto as Exhibit "B" and incorporated herein as if set forth at length.

8. Plaintiff billed Defendant the quoted price of \$27,900.00, plus an additional \$3735.91 for the additional work.

9. On August 23, 2000, Plaintiff made an initial payment of \$15,572.75. There remains due and owing \$16,063.16 plus interest. Plaintiff has made repeated requests for payment which Defendant has refused to tender.

10. The actions of Defendant constitutes a breach of contract and entitles Plaintiff to an award of damages in the amount of \$16,063.16 plus interest.

WHEREFORE, Plaintiff demands judgment against Defendant in the amount of \$16,063.16 together with interest, cost of suit, attorney's fees and such other relief as this Honorable Court deems just and equitable.

COUNT II – QUANTUM MERUIT

9. Plaintiff repeats and incorporates the allegations of Count I as if fully set forth at length herein.

10. Plaintiff provided construction services to Defendant.

11. Defendant has received the benefits of Plaintiff's work, the fair market value of which is \$31,635.91.

12. Defendant has failed to pay Plaintiff and Plaintiff is entitled to recovery under the Quantum Meruit theory.

WHEREFORE, Plaintiff demands judgment in its favor and against Defendant in the amount of \$16,063.16, together with interest, cost of suit, attorney's fees and such other further relief as the Court deems fair and equitable.

COUNT III – UNJUST ENRICHMENT

13. Plaintiff incorporates the allegations of Count I and Count II as if fully set forth herein at length.

14. Defendant has received the benefit of Plaintiff's services.

15. Defendant has failed to pay for said services and Plaintiff is entitled to recover under the theory of unjust enrichment.

WHEREFORE, Plaintiff demands judgment in its favor and against Defendant in the amount of \$16,063.16, together with interest, costs of suit, attorney's fees and such other further relief as the Court deems fair and equitable.

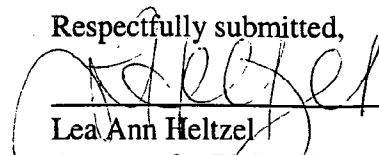
COUNT IV – MECHANIC'S LIEN

15. Plaintiff incorporates the allegations contained in Counts I, II and III as fully as if set forth at length herein.

16. Plaintiff filed a Mechanic's Lien on December 13, 2000 in the Court of Common Pleas, Clearfield County, Pennsylvania at No. 00-1504 MLD, a copy of which is attached hereto as Exhibit "C" and incorporated herein as if set forth at length.

WHEREFORE, Plaintiff demands judgment against Defendant in the amount of the Mechanic's Lien, plus interest, costs of suit, attorney's fees and such other costs as the Court deems just and equitable.

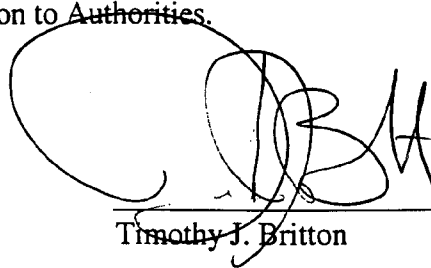
Respectfully submitted,



Lea Ann Heltzel
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.

A handwritten signature in black ink, appearing to read 'TJBH', is written over a horizontal line. The signature is stylized with large loops and a trailing flourish.

Timothy J. Britton

***Tim Britton Construction Services***

109 MAIN STREET
FALLS CREEK, PA 15840
(814) 375-9388 or Fax 375-5653

August 4, 2000

Job name/ Location: U.P.S Building
Division Street
DuBois, PA 15801

Owner: Cleatus Heller
RD #8
DuBois, PA 15801
371-4504

Proposal**Scope of work: Repair of Deteriorated Loading Deck Area of Roof.**

Contractor shall remove existing roofing, plywood and gravel, 4-ply tar and old insulation over damaged area.

Contractor shall install 1/2" insulation recovery board mechanically fastened with roof plates and screws.

Contractor shall install new E.P.D.M .060mi rubber roofing fully adhered.

Contractor shall clean, flash and caulk all seams.

Contractor shall install new pipe flashings.

Contractor shall re-use existing gravel stop and paint white with two (2) coats of Super Tough Coat exterior paint.

Contractor shall install new roof drain near corner, all other existing vents to remain.

Contractor shall install rubber between the two buildings.

Any carpentry work, painting of structure or beams, any gravel stop or steel substrate that needs replaced, and all temporary repairs to be done at time and material with labor @ \$25.00/hr.

Scope of work: General.

All work to meet or exceed manufacturer's standards.

All labor and materials included.

Contractor is fully insured.

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

Contractor shall protect building, grounds and parking lot during construction.

During construction, Contractor's office will avail itself to assist Owner with any questions regarding project.

Total amount of proposal. \$27,900.00

Payment: 50% to start 1/2 when 1/2 completed and balance upon completion of job.

Respectfully Submitted.

Contractor:

Acceptance of proposal,

X Client:

Date:

8/4/00 [Signature]

Tim Britton Construction

109 Main Street
 Falls Creek, PA 15840
 (814)375-9388

Invoice

DATE	INVOICE #
9/1/2000	174

BILL TO
Cletas Heller 82 Treasure Lake DuBois, PA 15801

P.O. NO.	TERMS	PROJECT

QUANTITY	DESCRIPTION	RATE	AMOUNT
	Time and material work to repair and replace 32'x32' and 12'x6' areas of roof. Removed debris down to steel and replaced steel. Contract was completed on 9/1/00 Screws to fasten materials	16.75	16.75
2	Pieces of steel 36 1/4"x144"	63.71	127.42
2	Tubes construction adhesive	2.22	4.44
32	Sheets OSB Board	7.54	241.28
8	Treated 2x4x12	5.77	46.16
4	Treated 2x4x10	4.99	19.96
	Rental of stud driver to install steel planks	59.19	59.19
111	Hours to remove and replace damaged areas.	25.00	2,775.00
	Interest on past due balance (\$3,321.11 x 18%/365 x 67 days)	109.21	109.21
	PA Sales Tax	6.00%	30.00
		Total	\$3,430.81

Tim Britton Construction

109 Main Street
Falls Creek, PA 15840
(814)375-9388

Invoice

DATE	INVOICE #
9/2/2000	176

BILL TO
Cletas Heller 82 Treasure Lake DuBois, PA 15801

P.O. NO.	TERMS	PROJECT

QUANTITY	DESCRIPTION	RATE	AMOUNT
	Replacement and painting of gravel stop at U.P.S. Building. Painted 199 sq. ft. of sheeting. This work completed on 9/2/00 Interest due on past due balance (\$930. x .18%/365 x 66 days)	930.00 29.70	930.00 29.70
		Total	\$959.

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

TIMOTHY J. BRITTON, d/b/a/
TIM BRITTON CONSTRUCTION,
Plaintiff

vs.

CLETAS HELLER,
Defendant

No. ~~00-1554~~ -CD

Type of Pleading: Mechanic's
Lien Claim

Filed on behalf of: Plaintiff

Counsel of Record for this party:

LEA ANN HELTZEL, ESQUIRE
Attorney at Law
Supreme Court No. 83998

900 Beaver Drive
DuBois, Pennsylvania 15801

(814) 375-0300

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

DEC 13 2000

Attest:

William L. Brown
Prothonotary

EXHIBIT "C"

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

TIMOTHY J. BRITTON, d/b/a/
TIM BRITTON CONSTRUCTION,
Plaintiff

vs.

CLETAS HELLER,
Defendant

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No. -CD

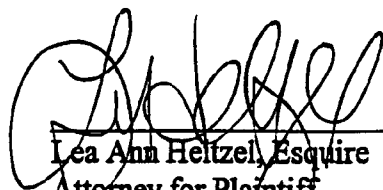
MECHANIC LIEN CLAIM

AND NOW, comes Claimant, Timothy J. Britton d/b/a Tim Britton Construction, by and through his attorneys, The Hopkins Law Firm, and files this claim against the improvements and property located on Division Street, DuBois for the payment of debt due to Claimant as a contractor for the labor and materials furnished by Claimant in the improvements and in support thereof makes the following statement:

1. The owner of the property is Cletas Heller who resides at 82 Treasure Lake, DuBois, Clearfield County, Pennsylvania.
2. The improvements in the property which are subject to this claim is the repair and replacement of the loading dock area's roof of the U.P.S. building located on Division Street, DuBois. See attached Exhibit "A".
3. The labor and material consisted of the following: See attached Exhibit "B".
4. Claimant completed his work at the property on September 6, 2000 which is less than the four (4) months before filing of the claim.

5. Claimant has been paid \$15,572.75 toward the debt due for the labor and materials and there is a due and owing balance of \$17, 172.52 for which claim is made of \$17,172.52.

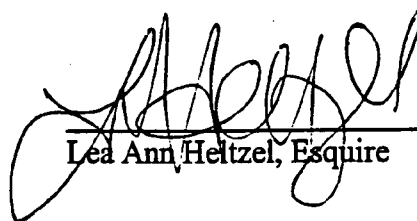
Respectfully submitted,



Lea Ann Heltzel, Esquire
Attorney for Plaintiff

VERIFICATION

I, Lea Ann Heltzel, Esquire, do hereby state that I am the attorney for the Defendant, Timothy J. Britton, that I am authorized to make this Verification on behalf of the Defendant, and the facts set forth in the foregoing Mechanics Lien Claim are true and correct, not at my own knowledge, but from information supplied to me from the Defendant, and that the purpose of this Verification is to expedite the litigation, and that the Verification of the Defendant, Timothy J. Britton, will be supplied, if demanded, also, subject to the penalties of 18 Pa.C.S.A. §4904, relating to unsworn falsification to authorities.



Lea Ann Heltzel, Esquire

***Tim Britton Construction Services***

109 MAIN STREET
FALLS CREEK, PA 15840
(814) 375-9388 or Fax 375-5653

August 4, 2000

Job name/ Location: U.P.S Building
Division Street
DuBois, PA 15801

Owner: Cleatus Heller
RD #8
DuBois, PA 15801
371-4504

Proposal**Scope of work: Repair of Deteriorated Loading Dock Area of Roof.**

Contractor shall remove existing roofing, plywood and gravel, 4-ply tar and old insulation over damaged area.

Contractor shall install 1/2" insulation recovery board mechanically fastened with roof plates and screws.

Contractor shall install new E.P.D.M .060ml rubber roofing fully adhered.

Contractor shall clean, flash and caulk all seams.

Contractor shall install new pipe flashings.

Contractor shall re-use existing gravel stop and paint white with two (2) coats of Super Tough Coat exterior paint.

Contractor shall install new roof drain near corner, all other existing vents to remain.

Contractor shall install rubber between the two buildings.

Any carpentry work, painting of structure or beams, any gravel stop or steel substrate that needs replaced, and all temporary repairs to be done at time and material with labor @ \$25.00/hr.

Scope of work: General.

All work to meet or exceed manufacturer's standards.

All labor and materials included.

Contractor is fully insured.

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

Contractor shall protect building, grounds and parking lot during construction.

During construction, Contractor's office will avail itself to assist Owner with any questions regarding project.

Total amount of proposal. \$27,900.00

Payment: 50% to start 1/2 when 1/2 completed and balance upon completion of job.

Respectfully Submitted.

Contractor:

Acceptance of proposal,

X Client:

Date:

8/4/00 [Signature]

Tim Britton Construction

109 Main Street
Falls Creek, PA 15840
(814)375-9388

Invoice

DATE	INVOICE #
9/6/2000	161

BILL TO
Cletas Heller 82 Treasure Lake DuBois, PA-15801

P.O. NO.	TERMS	PROJECT

QUANTITY	DESCRIPTION	RATE	AMOUNT
	Proposal to fix UPS Building Roof	27,900.00	27,900.00
	Contract completed on 9/6/00		
	Payment 8/23/00	-15,572.75	-15,572.75
	Interest due on past due amount(\$12,327.25 x 18% /365 x 75 days)	455.25	455.25
	PA Sales Tax	6.00%	0.00
		Total	\$12,780.00

Tim Britton Construction

109 Main Street
Falls Creek, PA 15840
(814)375-9388

Invoice

DATE	INVOICE #
9/1/2000	174

BILL TO
Cletas Heller 82 Treasure Lake DuBois, PA 15801

P.O. NO.	TERMS	PROJECT

QUANTITY	DESCRIPTION	RATE	AMOUNT
	Time and material work to repair and replace 32'x32' and 12'x6' areas of roof. Removed debris down to steel and replaced steel. Contract was completed on 9/1/00		
	Screws to fasten materials	16.75	16.75
2	Pieces of steel 36 1/4"x144"	63.71	127.42
2	Tubes construction adhesive	2.22	4.44
32	Sheets OSB Board	7.54	241.28
8	Treated 2x4x12	5.77	46.16
4	Treated 2x4x10	4.99	19.96
	Rental of stud driver to install steel planks	59.19	59.19
111	Hours to remove and replace damaged areas.	25.00	2,775.00
	Interest on past due balance (\$3,321.11 x 18%/365 x 67 days)	109.21	109.21
	PA Sales Tax	6.00%	30.90
		Total	\$3,430.00

Tim Britton Construction

109 Main Street
Falls Creek, PA 15840
(814)375-9388

Invoice

DATE	INVOICE #
9/2/2000	176

BILL TO

Cletas Heller
82 Treasure Lake
DuBois, PA 15801

P.O. NO.**TERMS****PROJECT**

QUANTITY	DESCRIPTION	RATE	AMOUNT
	Replacement and painting of gravel stop at U.P.S. Building. Painted 199 sq. ft. of sheeting. This work completed on 9/2/00 Interest due on past due balance (\$930. x .18%/365 x 66 days)	930.00 29.70	930.00 29.70
		Total	\$959.70

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

TIMOTHY J. BRITTON, d/b/a/
TIM BRITTON CONSTRUCTION,
Plaintiff

vs.

CLETAS HELLER,
Defendant

NO. 01-104 C.D.

Type of Case: Civil

Type of Pleading: Answer
containing Counterclaims

Filed on behalf of: Defendant

Counsel of Record for this Party:
David P. King, Esquire
23 Beaver Drive
P. O. Box 1016
DuBois, PA 15801
(814) 371-3760

Supreme Court No. 22980

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

JUN 11 2007

Attest:

Promotary

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

TIMOTHY J. BRITTON, d/b/a/	:	
TIM BRITTON CONSTRUCTION,	:	
Plaintiff	:	
	:	
vs.	:	NO. 01-104 C.D.
	:	
CLETAS HELLER,	:	
Defendant	:	

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 Answer containing Counterclaims 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 Answer containing Counterclaims or for any other claim or relief requested by the Defendant. You may lose money or property or other rights important to you.

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

Court Administrator
Clearfield County 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, d/b/a/ TIM BRITTON CONSTRUCTION, Plaintiff	:	
	:	
	:	
vs.	:	NO. 01-104 C.D.
	:	
CLETAS HELLER, Defendant	:	

ANSWER

AND NOW, comes the Defendant, CLETAS HELLER, through his Attorney, David P. King, and files the following Answer to Plaintiff's Amended Complaint:

COUNT I

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.

5. It is admitted that the Plaintiff gave a proposal to the Defendant, but denied in that the same infers that the Defendant owes any further monies to the Plaintiff.

6. The averments in Plaintiff's Paragraph 6 are denied in that the same infers that the work was done in a proper and workmanlike manner.

7. It is admitted that the Plaintiff did work on the building, but denied in that the Plaintiff's Paragraph 7 infers that further monies are owed to the Plaintiff by the Defendant for the reasons as set forth in Defendant's Counterclaim hereafter.

8. The averments in Plaintiff's Paragraph 8 are denied in that the same infers that the Plaintiff is entitled to any further payment from the Defendant.

9. The Defendant did make a payment to the Plaintiff for \$15,572.75. However, it is denied that there are further monies owing for the reasons as set forth hereafter.

10. The averments in Plaintiff's Paragraph 10 are denied for all of the same said reasons as above as well as set forth hereafter, and further stated that the Defendant owes no further monies to the Plaintiff.

COUNT II-QUANTUM MERUIT

9. The Defendant's Answers in Paragraphs 1 through 10 above are herein incorporated by reference.

10. Admitted.

11. It is specifically denied that the Defendant received a Quantum Meruit value of \$31,635.91 for the reasons as set forth hereafter.

12. The Defendant did in fact refuse to pay the Plaintiff further monies other than those as set forth in Paragraph 9 in these pleadings, but no further money is owed under the theory of Quantum Meruit.

WHEREFORE, the Defendant demands judgment against the Plaintiff as no further monies are owed.

COUNT III-UNJUST ENRICHMENT

13. The averments in the Answers to Paragraphs 1 through 12 above are herein incorporated by reference.

14. It is denied that the Defendant received the benefit of Plaintiff's services as alleged for the reasons as set forth hereafter.

15. It is denied that the Defendant had a duty to pay to the Plaintiff any further monies as the Defendant was not unjustly enriched, but in fact suffered damages as hereinafter set forth.

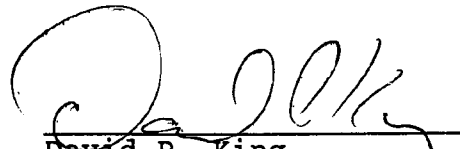
WHEREFORE, Defendant demands judgment in his favor and against the Plaintiff.

COUNT IV-MECHANIC'S LIEN

15. The Defendant incorporates the allegations as set forth in Paragraphs 1 through 15 above.

16. It is admitted that the Plaintiff filed a Claim of Mechanic's Lien. However, for the reasons as set forth herein, it is denied that the same is and can be a lien against the subject matter premises, as the same infers that the Plaintiff is entitled monies from the Defendant which is herein denied.

WHEREFORE, Defendant demands that the Claim of Mechanic's Lien be removed and otherwise dismissed by your Honorable Court, and he will so ever pray.



David P. King
Attorney for Defendant

COUNTERCLAIM I
(UPS BUILDING)

17. The Defendant hereby incorporates his Answers in Paragraphs 1 through 16 above.

18. Despite Plaintiff's allegations, the work done by the Plaintiff on the UPS Building was improper, not in a workmanlike manner, and in breach of the contractual arrangements that existed between the Plaintiff and Defendant.

19. More specifically, the work done on the UPS Building was not up to the standards of the industry and trade of the construction business, and in fact the work done by the Plaintiff requires extensive remedial action.

20. To wit, Defendant has been informed that the cost of repair to the deficiencies and the unworkmanlike job performed by the Plaintiff will cost the amount of \$31,300.00 to repair.

21. The said \$31,300.00 is to correct only the deficiencies in the job that the Plaintiff performed in an unworkmanlike manner. It does not involve additional work which was not the subject matter of the contract between the Plaintiff and Defendant.

WHEREFORE, the Defendant demands judgment against the Plaintiff in the amount of \$31,300.00, together with interest and costs of suit.

COUNTERCLAIM II
(METROPOLITAN BUILDING)

22. The averments in Defendant's Paragraphs 1 through 16 above are herein incorporated by reference.

23. In addition to the work on the UPS Building, the Defendant also engaged the Plaintiff to do work on a building in the City of DuBois known as the Metropolitan Insurance Building.

24. Again, the Plaintiff performed the work, but in a deficient and unworkmanlike manner.

25. The Defendant has been informed that the cost of repair to the work that the Plaintiff did in an unworkmanlike and deficient manner will cost \$13,700.00 to repair.

WHEREFORE, Defendant prays your Honorable Court to enter judgment in his favor and against the Plaintiff in the amount of \$13,700.00, and he will so ever pray.

COUNTERCLAIM III
(PRUDENTIAL BUILDING)

26. The averments in Defendant's Paragraphs 1 through 16 above are herein incorporated by reference.

27. In addition to all the above, the Defendant also engaged the Plaintiff to do certain work on what is known as the Prudential Building in the City of DuBois.

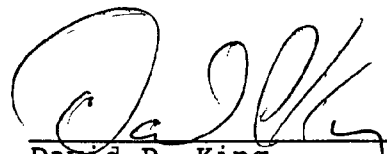
28. The Plaintiff did perform the work on the Prudential Building, but it was done and performed in an unworkmanlike and deficient manner.

29. The Defendant has been informed that it will cost \$19,000.00 to repair the deficiencies and the work that was done in an unworkmanlike manner on said building.

WHEREFORE, Defendant prays your Honorable Court to enter

judgment in his favor and against the Plaintiff for the sum of \$19,000.00.

THEREFORE, on his Counterclaim, the Defendant requests your Honorable Court to enter judgment in his favor and against the Plaintiff for the total amount of \$64,000.00, and he will so ever pray.



David P. King
Attorney for Defendant

I verify that the statements made in this Answer and Counterclaim are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904, relating to unsworn falsification to authorities.

Date: June 13, 2001


Cletas Heller



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

TIMOTHY J. BRITTON, d/b/a/
TIM BRITTON CONSTRUCTION,
Plaintiff

vs.

CLETAS HELLER,
Defendant

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: No. 01-104 C.D.
:
:
:
: Type of Pleading: Answer to
: Defendant's Counterclaims
: and New Matter
:
: Filed on behalf of: Plaintiff
:
: Counsel of Record for this party:
:
: LEA ANN HELTZEL , Esquire
: Attorney at Law
: Supreme Court No. 83998
:
: 900 Beaver Drive
: DuBois, Pennsylvania 15801
:
: (814) 375-0300

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

TIMOTHY J. BRITTON, d/b/a/	:	
TIM BRITTON CONSTRUCTION,	:	
Plaintiff	:	
	:	
vs.	:	No. 01-104 C.D.
	:	
CLETAS HELLER,	:	
Defendant	:	

ANSWER TO DEFENDANT'S COUNTERCLAIMS

AND NOW, comes Plaintiff, Timothy J. Britton d/b/a Tim Britton Construction,
by and through his attorneys, The Hopkins Law Firm, and avers the following:

COUNTERCLAIM I
(UPS BUILDING)

17. No answer is required of this paragraph.
18. Denied. The work completed by Plaintiff on Defendant's UPS Building was completed in a workmanlike manner and therefore Plaintiff was not in breach of the contractual arrangements that existed between the Plaintiff and Defendant.
19. Denied. The work completed by Plaintiff on Defendant's UPS Building was using applicable industry standards and does not require remedial action.
20. Neither admitted nor denied. Plaintiff is without knowledge or information to form a belief as to the truth of the matter asserted.
21. Denied. The Plaintiff performed his work in a workmanlike manner and there are no deficiencies to correct.

WHEREFORE, Plaintiff respectfully request that Defendant's Counterclaim be dismissed with prejudice and judgment be entered in favor of Plaintiff and against Defendant as set forth in Plaintiff's Complaint.

COUNTERCLAIM II
(METROPOLITAN BUILDING)

22. Plaintiff hereby incorporates his answers in paragraphs 17 through 21 by reference.

23. Admitted.

24. Denied. Plaintiff performed all of his work in a workmanlike manner using applicable roofing standards.

25. Neither admitted nor denied. Plaintiff is without knowledge or information to form a belief as to the truth of the matter asserted.

WHEREFORE, Plaintiff respectfully request that Defendant's Counterclaim be dismissed with prejudice and judgment be entered in favor of Plaintiff and against Defendant as set forth in Plaintiff's Complaint.

COUNTERCLAIM III
(PRUDENTIAL BUILDING)

26. Plaintiff incorporates his answers to paragraphs 17 through 25 by reference.

27. Admitted.

28. Denied. Plaintiff performed his work on the Prudential Building in a workmanlike manner using applicable roofing standards.

29. Neither admitted nor denied. Plaintiff is without knowledge or information to form a belief as to the truth of the matter asserted.

WHEREFORE, Plaintiff respectfully request that Defendant's Counterclaim be dismissed with prejudice and judgment be entered in favor of Plaintiff and against Defendant as set forth in Plaintiff's Complaint.

NEW MATTER

30. Plaintiff incorporates his answers to paragraphs 17 through 29 by reference.

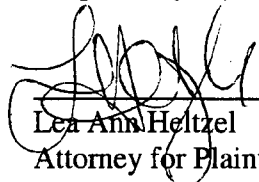
31. Defendant's claims are barred by Defendant's failure to pay consideration to Plaintiff.

32. Defendant's claims are barred because Defendant did not give Plaintiff the ability to cure any alleged deficiencies.

33. Defendant's claims are barred by Defendant's failure to advise Plaintiff of any of the alleged deficiencies.

34. Defendant's claims are barred by accord and satisfaction.

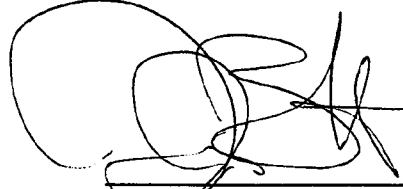
Respectfully submitted,



Lea Ann Heltzel
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.

A handwritten signature in black ink, appearing to be 'Timothy J. Britton', written over a horizontal line.

Timothy J. Britton

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

TIMOTHY J. BRITTON, d/b/a/
TIM BRITTON CONSTRUCTION,
Plaintiff

vs.


CLETAS HELLER,
Defendant

No. 01-104 C.D.

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of Answer to Defendant's Counterclaims and New Matter, filed on behalf of Plaintiff, Timothy J. Britton d/b/a Tim Britton Construction, was forwarded on the 17th day of September, 2001, by U.S. Mail, postage prepaid, to all counsel of record, addressed as follows:

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



Lea Ann Heltzel, Esquire
Attorney for Plaintiff
Supreme Court No. 83998

FILED

SEP 17 2001

8/3:23

P.M.

William A. Shaw
Prothonotary

[Signature]

Juror (2) cc to Atty

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11539

BRITTON, TIMOTHY J. d/b/a TIM BRITTON CONSTRUCTION

01-104-CD

VS.

HELLER, CLETAS -VS- BORDERS, BRYON

COMPLAINT TO JOIN ADDITIONAL DEFENDANT

SHERIFF RETURNS

NOW SEPTEMBER 28, 2001 AT 4:20 PM DST SERVED THE WITHIN COMPLAINT
TO JOIN ADDITIONAL DEFENDANT ON BRYON BORDERS, DEFENDANT, AT
RESIDENCE, P.O. BOX 622, FALLS CREEK, CLEARFIELD COUNTY, PENNSYLVANIA
BY HANDING TO BRENDA MOWREY, A.A.R., A TRUE AND ATTESTED COPY OF
THE ORIGINAL COMPLAINT TO JOIN ADDITIONAL DEFENDANT AND MADE KNOWN
TO HER THE CONTENTS THEREOF.
SERVED BY: SNYDER

Return Costs

Cost	Description
32.64	SHFF. HAWKINS PAID BY: ATTY.
10.00	SURCHARGE PAID BY: ATTY.

FILED

OCT 15 2001

013201pm
William A. Shaw
Prothonotary

Sworn to Before Me This

15th Day of October 2001

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

So Answers,

Chester A. Hawkins
by Mandy Harris
Chester A. Hawkins
Sheriff

THE HOPKINS LAW FIRM

900 Beaver Drive, DuBois, Pennsylvania 16801
VOICE: (814) 375-0300 FAX: (814) 375-5035

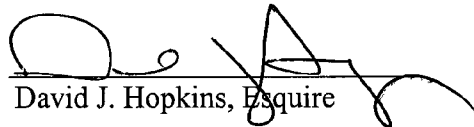
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

TIMOTHY J. BRITTON, d/b/a/ TIM BRITTON CONSTRUCTION, Plaintiff	:	
	:	
vs.	:	No. 01-104 C.D.
	:	
CLETAS HELLER, Defendant	:	
	:	
vs.	:	
	:	
BRYON BORDERS, Additional Defendant	:	

PRAECIPE FOR DEFAULT JUDGMENT

Please enter a Default Judgment against Defendant Bryon Border on the issue of liability for his failure to file an Answer to Plaintiff's Complaint to Join Additional Defendant. Plaintiff filed the Complaint to Join Additional Defendant on September 17, 2001 and service of said Complaint was effected by Sheriff on Additional Defendant, Bryon Borders, on September 28, 2001. On October 22, 2001, Plaintiff mailed a 10-day Notice and Additional Defendant has failed to file an Answer within the required time period.

Respectfully submitted,


David J. Hopkins, Esquire

FILED

NOV 05 2001

Shaw
Notary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket #

11539

BRITTON, TIMOTHY J. d/b/a TIM BRITTON CONSTRUCTION

01-104-CD

VS.

HELLER, CLETAS -VS- BORDERS, BRYON

COPY

COMPLAINT TO JOIN ADDITIONAL DEFENDANT

SHERIFF RETURNS

NOW SEPTEMBER 28, 2001 AT 4:20 PM DST SERVED THE WITHIN COMPLAINT
TO JOIN ADDITIONAL DEFENDANT ON BRYON BORDERS, DEFENDANT, AT
RESIDENCE, P.O. BOX 622, FALLS CREEK, CLEARFIELD COUNTY, PENNSYLVANIA
BY HANDING TO BRENDA MOWREY, A.A.R., A TRUE AND ATTESTED COPY OF
THE ORIGINAL COMPLAINT TO JOIN ADDITIONAL DEFENDANT AND MADE KNOWN
TO HER THE CONTENTS THEREOF.
SERVED BY: SNYDER

Return Costs

Cost	Description
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32.64	SHFF. HAWKINS PAID BY: ATTY.
-------	------------------------------

10.00	SURCHARGE PAID BY: ATTY.
-------	--------------------------

Sworn to Before Me This

____ Day Of _____ 2001

So Answers,



Chester A. Hawkins
Sheriff

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

TIMOTHY J. BRITTON, d/b/a/
TIM BRITTON CONSTRUCTION,
Plaintiff

vs.

CLETAS HELLER,
Defendant

vs.

BRYON BORDERS,
Additional Defendant

No. 01-104 C.D.

TO: BRYON BORDERS

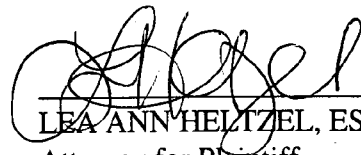
DATE OF NOTICE: October 22, 2001

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION
REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN 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 OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL
HELP.

Office of the Court Administrator
Clearfield County Courthouse
Clearfield, Pennsylvania 16830
(814) 765-2641


LEA ANN HELTZEL, ESQUIRE
Attorney for Plaintiff
Supreme Court No. 83998

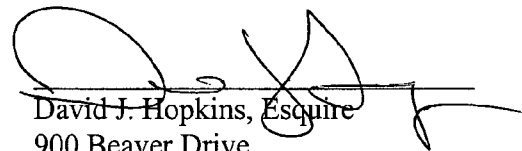
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

TIMOTHY J. BRITTON, d/b/a/ TIM BRITTON CONSTRUCTION, Plaintiff	:	
	:	
vs.	:	No. 01-104 C.D.
	:	
CLETAS HELLER, Defendant	:	
	:	
vs.	:	
	:	
BRYON BORDERS, Additional Defendant	:	

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of the Praecipe for Default Judgment of filed on behalf of Plaintiff, Timothy J. Britton d/b/a Tim Britton Construction, was forwarded on the 5th day of November, 2001 by U.S. Mail, postage prepaid, to all counsel of record, addressed as follows:

Bryon Borders
P.O. Box 622
Falls Creek, PA 15840


David J. Hopkins, Esquire
900 Beaver Drive
DuBois, PA 15801
Supreme Court No. 74456

FILED

PS
\$20 -

NOV 05 2001

01/23:22 PM

William A. Shaw
Prothonotary

W.A.

W.A.

COPY

VS.

No. 01-104 C.D.

VS.

To: Bryon Borders
P.O. Box 622
Falls Creek, PA 15840

Please take note that judgment has been entered against you on the issue of liability.

Prothonotary

Notice of Proposed Termination of Court Case

January 22, 2010

RE: 2001-0104-CD

Timothy J. Britton d/b/a Tim Britton Construction
Vs.
Cletas Heller

Dear Lea Ann Heltzel, Esq.

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

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary of Clearfield County, PO Box 549, Clearfield, Pennsylvania 16830**. The Statement of Intention to Proceed must be filed on or before **March 23, 2010**.

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

By the Court,



Daniel J. Nelson
Court Administrator

5
FILED
018:556H
JAN 22 2010
William A. Shaw
Prothonotary/Clerk of Courts

Notice of Proposed Termination of Court Case

January 22, 2010

RE: 2001-0104-CD

Timothy J. Britton d/b/a Tim Britton Construction
Vs.
Cletas Heller

Dear David P. King, Esq.

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

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary of Clearfield County, PO Box 549, Clearfield, Pennsylvania 16830**. The Statement of Intention to Proceed must be filed on or before **March 23, 2010**.

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

By the Court,



Daniel J. Nelson
Court Administrator