

01-552-CD
DUBROOK, INC. -vs- R. L. JOHNSON CONSTRUCTION CORP.

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)

DUBROOK, INC., :
Plaintiff :
vs. : No. C.D. 01-552-CD
R. L. JOHNSON CONSTRUCTION CORP. :
Defendant :
: Type of Pleading: Complaint
: Filed on behalf of: DuBrook, Inc.
: 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

APR 17 2001

William A. Shaw
Prothonotary

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

DUBROOK, INC.,	:	
Plaintiff	:	
vs.	:	No.
	:	C.D.
R. L. JOHNSON CONSTRUCTION CORP.	:	
Defendant	:	

NOTICE

TO DEFENDANT:

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

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

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

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

DUBROOK, INC.,

Plaintiff

vs.

No.

C.D.

R. L. JOHNSON CONSTRUCTION CORP.
Defendant

COMPLAINT

COUNT I

AND NOW, comes Plaintiff, DuBrook, Inc., by and through its attorneys, The Hopkins Law Firm, and files the within Complaint and in support thereof says as follows:

1. Plaintiff, DuBrook, Inc., is a Pennsylvania corporation maintaining a principal business address at Parkway Drive, Pennsylvania 15801.
2. Defendant, R. L. Johnson Construction Corp. maintains a principal business address at 5739 William Flynn Highway, Gibsonia, Pennsylvania 15044.
3. Plaintiff is in the business of constructing concrete barriers and constructs same at its manufacturing facility on Hoover Avenue, DuBois, Clearfield County, Pennsylvania.
4. Venue for this litigation is in Clearfield County inasmuch as Plaintiff executed its proposal and contract which is at issue in this case in DuBois, Clearfield County, Pennsylvania, the concrete barriers at issue were manufactured and shipped from

DuBois, Clearfield County, Pennsylvania and Defendant made payment to Plaintiff at its DuBois, Clearfield County, Pennsylvania office.

5. On or about February 23, 2000, Plaintiff provided a quote to Defendant for the sale of 52 inch single face concrete barrier at the rate of \$36.50 per lineal foot.

6. Defendant accepted the proposal of Plaintiff on or about April 4, 2000. A photocopy of the quotation and Defendant's acceptance is attached hereto as Exhibit "A" and all of the terms therein are incorporated by reference as if set forth at length.

7. Pursuant to the contract set forth on Exhibit "A" and subsequent modification thereof by the parties, Plaintiff supplied Defendant with the following items and incurred charges set forth below:

90 Plates	\$ 1,001.70
45 Plates	500.85
25 Plates	278.25
Moving barrier/job site	145.75
Demurrage time	1,696.00
2,484 lineal feet of 52" barrier	96,105.96
TOTAL	\$99,728.51

8. Defendant has paid Plaintiff and is entitled to the following credits:

6-12-00 payment	\$ 15,000.00
11-21-00 payment	\$ 39,580.00
Trucking credit	\$ 2,385.00
TOTAL	\$56,965.00

9. Defendant is indebted to Plaintiff in the amount of \$42,763.51. Plaintiff has made demand for the aforesaid sum, but notwithstanding Plaintiff's demand, Defendant has refused to make payment other than Plaintiff has tendered \$5,000.00 on or about February 8, 2001 by check no. 14539 which Plaintiff has not cashed.

10. The actions of Defendant constitute breach of the February 23, 2000 contract which is set forth on Exhibit "A".

11. As a result of Defendant's breach, Plaintiff has suffered damages of \$42,763.51.

12. Under the terms and conditions of the quotation, the payment terms were net 30 days from the date of invoice, and therefore, Defendant is further indebted to Plaintiff for interest at the rate of 1.5% per month from September 30. Interest charges through March 30 total \$3,848.76 and continue to accrue through the date of judgment.

WHEREFORE, Plaintiff demands judgment against Defendant in the amount of \$46,612.27 together with cost of suit, pre judgment interest, post judgment interest, and such other and further relief as the Court deems fair, just and equitable.

QUANTUM MERUIT

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

14. Plaintiff provided concrete barriers to Defendant which Defendant used on a construction project at the Pennsylvania Turnpike and was paid for same.

15. Defendant has received the benefit of Plaintiff's work, the fair market value of which is \$46,612.27.

16. Plaintiff is entitled to recovery, together with accrued interest, under the theory of quantum meruit.

WHEREFORE, Plaintiff demands judgment in its favor against Defendant R. L. Johnson Construction Corp. in the amount of \$46,612.27, together with pre-judgment and

post-judgment interest, costs of suit, attorneys fees and such other and further relief as the Court deems fair and equitable.

COUNT III

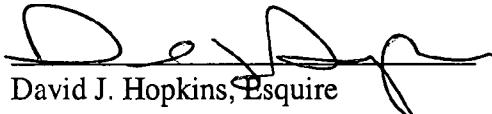
UNJUST ENRICHMENT

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

18. Plaintiff is entitled to recovery under the theory of unjust enrichment.

WHEREFORE, Plaintiff demands judgment in its favor against Defendant R. L. Johnson Construction Corp. in the amount of \$46,612.27, together with pre-judgment and post-judgment interest, costs of suit, attorneys fees and such other and further relief as the Court deems fair and equitable.

Respectfully submitted,



David J. Hopkins, Esquire

VERIFICATION

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

DuBrook, Inc.

By: 
Ron Renninger

Dated: 4-11-01

By: R I JOHNSON CONAT;
DUBROOK MAIN OFFICE

724 443 8177;
ID: 8143759054

Apr. 8-00 8:07AM;
FEB 23 '00 15:28 NO. UU4 P.01
PAGE 2/2



- CONCRETE SUPPLIERS
- BUILDING MATERIALS
- INDUSTRIAL AND MINE SUPPLIES

Executive Office
P.O. BOX 388
DUBOIS, PA 15801
PHONE: 814-371-3111

Operations in
DUBOIS, PA BUTLER, PA
CHANTILLY, VA

DUBROOK, INC.

Quotation No:
R I. Johnson

Date: February 23, 2000

Attention: Bill
Project: Turnpike Mile Marker 43
Location: Allegheny County
Letting: February 24, 2000

Please consider our proposal to supply the following items:

DESCRIPTION
60 LF 34" SF Concrete Barrier
5820 1.17 52" SF Concrete Barrier
14 Pos End Transitions

FOB JOBSITE:
\$ 33.50 per LF
\$ 36.50 per LF \$ 4.50/LF
\$ 150.00 each

WE INCLUDE:

- Delivery to job site only
- Concrete barrier
- Xypex in permanent barrier only
- Galvanized steel plates

WE EXCLUDE:

- 1) Sales Tax
- 2) Placing the barrier on road
- 3) Picking up the barrier
- 4) Delineators
- 5) Jobsite parking or pausing

UNDER THE FOLLOWING TERMS & CONDITIONS:

- 1) Unloading time will be allowed from the scheduled time of arrival. \$30/hr. will be charged for all time over 1hr.
- 2) Payment Terms: Net 30 days from date of invoice billed twice a month..
- 3) Production & delivery schedule will be negotiated at time of purchase order.
- 4) All merchandise subject to 6% Pennsylvania Sales Tax, unless tax exempt form is on file in our office.
- 5) Contractor to pay producer 7% mobile money when producer is ready for production of the concrete products.
- 6) Approved credit application must be on file prior to production.
- 7) This proposal is made for acceptance within 15 days and is subject to review by the seller.

THANK YOU FOR YOUR CONSIDERATION
DUBROOK, INC., HOOVER AVENUE, DUBOIS, PA 15801

FOR DUBROOK, INC. *John R. Johnson* TITLE: Project Manager
Run Reuniger (Phone # 814-375-2489 - Fax # 814-375-9054)

ACCEPTANCE OF PROPOSAL: Your above proposal is hereby accepted. Payment will be made according to the terms outlined in the above proposal.

By: *W. G. Johnson*
Bob M. Ge

Title: 4/5/00 Date:

"Service Is Our Policy"

EXHIBIT "A"

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10903

DUBROOK, INC.

01-552-CD

VS.

R.L. JOHNSON CONSTRUCTION CORP.

COMPLAINT

SHERIFF RETURNS

NOW APRIL 17, 2001, PETER DEFAZIO, SHERIFF OF ALLEGHENY COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ON R.L. JOHNSON CONSTRUCTION CORP., DEFENDANT.

NOW APRIL 26, 2001 SERVED THE WITHIN COMPLAINT ON R.L. JOHNSON CONSTRUCTION CORP., DEFENDANT BY DEPUTIZING THE SHERIFF OF ALLEGHENY COUNTY. THE RETURN OF SHERIFF DEFAZIO IS HERETO ATTACHED AND MADE A PART OF THIS RETURN STATING THAT HE SERVED KAY V. HUGHES, AGENT FOR DEFENDANT.

Return Costs

Cost	Description
27.89	SHFF. HAWKINS PAID BY: ATTY.
34.75	SHFF. DEFAZIO PAID BY: ATTY.
3.00	NOTARY PAID BY: ATTY.
10.00	SURCHARGE PAID BY: ATTY.

FILED

MAY 18 2001
10:30 pm.
William A. Shaw
Prothonotary

Sworn to Before Me This

18th Day of May 2001


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

So Answers,


Chester A. Hawkins
Sheriff

PETER R. DEFAZIO
Sheriff

ALLEGHENY COUNTY SHERIFF'S DEPARTMENT
436 GRANT STREET
PITTSBURGH, PA 15219-2496
PHONE (412) 350-4700

470
DENNIS SKOSNIK
Chief Deputy

PLAINTIFF DUBROOK, INC.

VS.

DEFT. R.L. JOHNSON CONSTRUCTION CORP.

ADD. DEFT. _____

ADD. DEFT. _____

GARNIShee _____

ADDRESS 5739 William Flynn Highway

Gibsonia, Pa. 15044 (Richland)

MUNICIPALITY or CITY WARD RICHLAND

DATE: 19

ATTY'S Phone 814-375-0300

ATTY. _____

DAVID HOPKINS

ADDRESS 1900 Beaver Drive
Dubois, Pa. 15801

INDICATE TYPE OF SERVICE: PERSONAL PERSON IN CHARGE DEPUTIZE CERT. MAIL POSTED OTHER LEVY SEIZED & STORE

Now. April 17 2001, SHERIFF OF ALLEGHENY COUNTY, PA do hereby deputize the Sheriff of Allegheny County County to execute this Writ and make return thereof according to law

NOTE: ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN - Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whom ever is found in possession, after notifying person or attachment without liability on the part of such deputy herein for any loss, destruction or removal of any property before sheriff's sale thereof.

Seize, levy, advertise and sell all the personal property of the defendant on the premises located at: _____

MAKE	MODEL	MOTOR NUMBER	SERIAL NUMBER	LICENSE NUMBER
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

SHERIFF'S OFFICE USE ONLY

I hereby CERTIFY AND RETURN that on the 26 day of April, 2001 at 1504 o'clock A.M./P.M. Address Above/Address Below. County of Allegheny, Pennsylvania

I have served in the manner described below: _____

- Defendant(s) personally served.
- Adult family member with whom said Defendant(s) reside(s). Name & Relationship _____
- Adult in charge of Defendant's residence who refused to give name or relationship.
- Manager/Clerk of place of lodging in which Defendant(s) reside(s).
- Agent or person in charge of Defendant(s) office or usual place of business. Kay T. Dugger
- Other _____
- Property Posted _____

Defendant not found because: Moved Unknown No Answer Vacant Other _____

Certified Mail Receipt _____ Envelope Returned _____ Neither receipt or envelope returned: writ expired _____

Regular Mail Why _____

You are hereby notified that on _____, 19_____, levy was made in the case of _____
Possession/Sale has been set for _____, 19_____, at _____ o'clock.

YOU MUST CALL DEPUTY ON THE MORNING OF SALE/POSSESSION BETWEEN 8:30 - 9:30 A.M.

ATTEMPTS _____ / _____ / _____ / _____ / _____ / _____

MAY 11 2001

PETER R. DEFAZIO, Sheriff

*Sheila R. O'Brien, Notary Public
Pittsburgh, Allegheny County
My Commission Expires June 19, 2004*

Deputy

Notary Seal
Sheila R. O'Brien, Notary Public
Pittsburgh, Allegheny County
My Commission Expires June 19, 2004
Yellow - Sheriff Pink - Attorney
Member, Pennsylvania Association of Notaries

PETER R. DEFAZIO
Sheriff

ALLEGHENY COUNTY SHERIFF'S DEPARTMENT
436 GRANT STREET
PITTSBURGH, PA 15219-2496
PHONE (412) 350-4700

DENNIS SKOSNIK
Chief Deputy

PLAINTIFF DUBROOK, INC.

VS.

DEFT. R.L. JOHNSON CONSTRUCTION CORP.

ADD. DEFT. _____

ADD. DEFT. _____

GARNISHEE _____

ADDRESS 5739 William Flynn Highway

Gibsonia, Pa. 15044 (Richland)

MUNICIPALITY or CITY WARD Richland

ATTY. DAVID HOPKINS

DATE: 19

ATTY'S Phone 814-375-0300

INDICATE TYPE OF SERVICE: PERSONAL PERSON IN CHARGE DEPUTIZE CERT. MAIL POSTED OTHER LEVY SEIZED & STORE

Now April 17 2001, SHERIFF OF Allegheny County, PA do hereby depose the Sheriff of

Allegheny County County to execute this Writ and make return thereof according to law

NOTE: ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN - Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person or attachment without liability on the part of such deputy herein for any loss, destruction or removal of any property before sheriff's sale thereof.

Seize, levy, advertise and sell all the personal property of the defendant on the premises located at: _____

MAKE	MODEL	MOTOR NUMBER	SERIAL NUMBER	LICENSE NUMBER
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

SHERIFF'S OFFICE USE ONLY

I hereby CERTIFY AND RETURN that on the 26 day of April, 2001 at 10:00 o'clock A.M./P.M. Address Above/Address Below. County of Allegheny, Pennsylvania

I have served in the manner described below:

- Defendant(s) personally served.
- Adult family member with whom said Defendant(s) reside(s). Name & Relationship _____
- Adult in charge of Defendant's residence who refused to give name or relationship.
- Manager/Clerk of place of lodging in which Defendant(s) reside(s).
- Agent or person in charge of Defendant(s) office or usual place of business. Kay T. Hughes
- Other _____
- Property Posted _____

Defendant not found because: Moved Unknown No Answer Vacant Other _____

Certified Mail Receipt _____ Envelope Returned _____ Neither receipt or envelope returned: writ expired _____

Regular Mail Why _____

You are hereby notified that on _____, 19_____, levy was made in the case of _____
Possession/Sale has been set for _____, 19_____, at _____ o'clock.

YOU MUST CALL DEPUTY ON THE MORNING OF SALE/POSSESSION BETWEEN 8:30 - 9:30 A.M.

ATTEMPTS _____ / _____ / _____ / _____ / _____ / _____ / _____

PETER R. DEFAZIO, Sheriff

Additional Costs Due \$ _____, This is placed
on writ when returned to Prothonotary. Please check before
satisfying case.

Arthur O'Brien By M. J. Zug Jr. 2003
Deputy
District 8

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

DUBROOK, INC.,

Plaintiff,

v.

R.L. JOHNSON CONSTRUCTION
CORP.,

Defendant.

CIVIL DIVISION

No.: 01-552-CD

**PRELIMINARY OBJECTIONS TO
PLAINTIFF'S COMPLAINT**

Filed on behalf of Defendant,
R.L. Johnson Construction Corp.

NOTICE TO PLEAD

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

By: Sanford A. Middleman
Sanford A. Middleman, Esquire

Counsel of record for this Party:

Sanford A. Middleman, Esquire
Pa. I.D. #00865

MALONE, LARCHUK &
MIDDLEMAN, P.C.
Northridge Office Plaza
117 VIP Drive, Suite 310
Wexford, PA 15090

(724) 934-6888

FILED

JUN 07 2001

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

DUBROOK, INC.,)	CIVIL DIVISION
)	
Plaintiff,)	No. 01-552-CD
)	
v.)	
)	
R.L. JOHNSON CONSTRUCTION)	
CORP.,)	
)	
Defendant.)	

PRELIMINARY OBJECTIONS TO PLAINTIFF'S COMPLAINT

AND NOW, comes the Defendant, R.L. Johnson Construction Corp., by and through its attorney, Sanford A. Middleman and Malone, Larchuk & Middleman, P.C., and in support of the following Preliminary Objections to Plaintiff's Complaint sets forth as follows:

1. Plaintiff, Dubrook, Inc., filed the instant action in Clearfield County seeking damages for Defendant's alleged breach of contract. A true and correct copy of Plaintiff's Complaint is attached hereto and incorporated herein as Exhibit "A".

2. As alleged in Paragraph 2 of Plaintiff's Complaint, Defendant "maintains a principal business address at 5739 William Flynn Highway, Gibsonia, Pennsylvania 15044".

I. IMPROPER VENUE

3. Defendant incorporates the allegations contained within Paragraphs 1 through 2 of the within Preliminary Objections as though fully set forth herein.

4. Plaintiff has failed to allege that Defendant has a registered office in Clearfield County, Pennsylvania.

5. Defendant does not have a registered office in Clearfield County, Pennsylvania.

6. Plaintiff has failed to allege that Defendant maintains an office in Clearfield County, Pennsylvania.
7. Defendant does not maintain an office in Clearfield County, Pennsylvania.
8. Plaintiff has failed to allege that Defendant regularly conducts business in Clearfield County, Pennsylvania.
9. Defendant does not regularly conduct business in Clearfield County, Pennsylvania.
10. The cause of action arose in Allegheny County, Pennsylvania.
11. Defendant did not engage in any transaction or occurrence in Clearfield County, Pennsylvania.
12. Defendant's business operations are conducted at 5739 William Flynn Highway, Gibsonia, Allegheny County, Pennsylvania.
13. The construction contract took place in Allegheny County, Pennsylvania.
14. The contract in question was accepted in Allegheny County, Pennsylvania.

WHEREFORE, Defendant respectfully requests that its Preliminary Objections be sustained and that this action be transferred to Allegheny County, Pennsylvania.

II. MOTION TO STRIKE

15. Defendant incorporates the allegations contained within Paragraphs 1 through 14 as though fully set forth herein.
16. The demand clauses of Counts II and III Plaintiff's Complaint states as follows:

"WHEREFORE, Plaintiff demands judgment in its favor and against the Defendant R.L. Johnson Construction Corp. in the amount of \$46,612.27, together with pre-judgment and post-judgment interest, costs of suit, attorneys fees and such other and further relief as the Court deems fair and equitable".

17. Plaintiff pleads no statutory basis for the awarding of counsel fees.
18. The contract does not provide for collection of attorney fees.
19. The request for attorney fees is scandalous, impertinent and contrary to law.

WHEREFORE, Defendant respectfully requests that this Honorable Court strike Plaintiff's claim for attorney fees pursuant to Pa.R.C.P. 1028 (3).

Respectfully submitted,

MALONE, LARCHUK & MIDDLEMAN, P.C.

By: Sanford A. Middleman
Sanford A. Middleman, Esquire
Attorney for Defendant,
R.L. Johnson Construction Corp.

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

DUBROOK, INC., :
Plaintiff :
: :
vs. : No. C.D.
: :
R. L. JOHNSON CONSTRUCTION CORP. :
Defendant :
:

COMPLAINT

COUNT I

AND NOW, comes Plaintiff, DuBrook, Inc., by and through its attorneys, The Hopkins Law Firm, and files the within Complaint and in support thereof says as follows:

1. Plaintiff, DuBrook, Inc., is a Pennsylvania corporation maintaining a principal business address at Parkway Drive, Pennsylvania 15801.
2. Defendant, R. L. Johnson Construction Corp. maintains a principal business address at 5739 William Flynn Highway, Gibsonia, Pennsylvania 15044.
3. Plaintiff is in the business of constructing concrete barriers and constructs same at its manufacturing facility on Hoover Avenue, DuBois, Clearfield County, Pennsylvania.
4. Venue for this litigation is in Clearfield County inasmuch as Plaintiff executed its proposal and contract which is at issue in this case in DuBois, Clearfield County, Pennsylvania, the concrete barriers at issue were manufactured and shipped from

Exhibit "A"

DuBois, Clearfield County, Pennsylvania and Defendant made payment to Plaintiff at its DuBois, Clearfield County, Pennsylvania office.

5. On or about February 23, 2000, Plaintiff provided a quote to Defendant for the sale of 52 inch single face concrete barrier at the rate of \$36.50 per lineal foot.

6. Defendant accepted the proposal of Plaintiff on or about April 4, 2000. A photocopy of the quotation and Defendant's acceptance is attached hereto as Exhibit "A" and all of the terms therein are incorporated by reference as if set forth at length.

7. Pursuant to the contract set forth on Exhibit "A" and subsequent modification thereof by the parties, Plaintiff supplied Defendant with the following items and incurred charges set forth below:

90 Plates	\$ 1,001.70
45 Plates	500.85
25 Plates	278.25
Moving barrier/job site	145.75
Demurrage time	1,696.00
2,484 lineal feet of 52" barrier	96,105.96
TOTAL	\$99,728.51

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6-12-00 payment	\$ 15,000.00
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Trucking credit	\$ 2,385.00
TOTAL	\$56,965.00

9. Defendant is indebted to Plaintiff in the amount of \$42,763.51. Plaintiff has made demand for the aforesaid sum, but notwithstanding Plaintiff's demand, Defendant has refused to make payment other than Plaintiff has tendered \$5,000.00 on or about February 8, 2001 by check no. 14539 which Plaintiff has not cashed.

10. The actions of Defendant constitute breach of the February 23, 2000 contract which is set forth on Exhibit "A".

11. As a result of Defendant's breach, Plaintiff has suffered damages of \$42,763.51.

12. Under the terms and conditions of the quotation, the payment terms were net 30 days from the date of invoice, and therefore, Defendant is further indebted to Plaintiff for interest at the rate of 1.5% per month from September 30. Interest charges through March 30 total \$3,848.76 and continue to accrue through the date of judgment.

WHEREFORE, Plaintiff demands judgment against Defendant in the amount of \$46,612.27 together with cost of suit, pre judgment interest, post judgment interest, and such other and further relief as the Court deems fair, just and equitable.

QUANTUM MERUIT

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

14. Plaintiff provided concrete barriers to Defendant which Defendant used on a construction project at the Pennsylvania Turnpike and was paid for same.

15. Defendant has received the benefit of Plaintiff's work, the fair market value of which is \$46,612.27.

16. Plaintiff is entitled to recovery, together with accrued interest, under the theory of quantum meruit.

WHEREFORE, Plaintiff demands judgment in its favor against Defendant R. L. Johnson Construction Corp. in the amount of \$46,612.27, together with pre-judgment and

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COUNT III

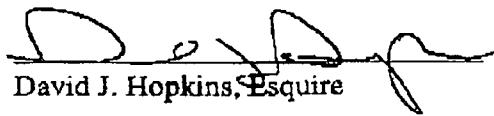
UNJUST ENRICHMENT

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

18. Plaintiff is entitled to recovery under the theory of unjust enrichment.

WHEREFORE, Plaintiff demands judgment in its favor against Defendant R. L. Johnson Construction Corp. in the amount of \$46,612.27, together with pre-judgment and post-judgment interest, costs of suit, attorneys fees and such other and further relief as the Court deems fair and equitable.

Respectfully submitted,



David J. Hopkins, Esquire

VERIFICATION

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

DuBrook, Inc.

By: Ron Renninger
Ron Renninger

Dated: 4-11-01

ent By: R L JOHNSON CONST;
By: R L JOHNSON CONST;
ROOK MAIN OFFICE

ID: 8143759054

724 443 9177;

May-10-01 9:56AM;
FEB 23 '00 12:40 PM ---- Page 9/9



DUBROOK, INC.

- CONCRETE SUPPLIERS
- BUILDING MATERIALS
- INDUSTRIAL AND MINE SUPPLIES

Executive Office
P.O. Box 388
DUBOIS, PA 15801
PHONE: 814-375-3111

Operations M
DUBOIS, PA BUTLER, PA
CHANTILLY, VA

Quotation No:
R I. Johnson

Date: February 23, 2000

Attention: Bill
Project: Turnpike Miles Marker 43
Location: Allegheny County
Letting: February 24, 2000

Please consider our proposal to supply the following items:

DESCRIPTION

60 LF 34" SF Concrete Barrier
3200 LF 32" SF Concrete Barrier
14 Pcs End Transitions

POS	ITEM	PRICE
1	34" per LF	\$ 33.50 per LF
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		\$ 450.00 each

WE INCLUDE:

- 1) Delivery to job site only
- 2) Concrete barrier
- 3) Xypex in permanent barrier only
- 4) Galvanized steel plates

WE EXCLUDE:

- 1) Sales tax
- 2) Placing the barrier on road
- 3) Picking up the barrier
- 4) Delinquent
- 5) Jobsite fencing or painting

UNDER THE FOLLOWING TERMS & CONDITIONS:

- 1) Hr. unloading time will be allowed from the scheduled time of arrival. \$30/hr. will be charged for all time over 1hr.
- 2) Payment Terms: Net 30 days from date of invoice billed twice a month.
- 3) Production & delivery schedule will be negotiated at time of purchase order.
- 4) All merchandise subject to 6% Pennsylvania Sales Tax, unless tax exempt form is on file in our office.
- 5) Contractor to pay producer 7% mobile money when producer is ready for production of the concrete products.
- 6) Approved credit application must be on file prior to production.
- 7) This proposal is made for acceptance within 15 days and is subject to review by the seller.

THANK YOU FOR YOUR CONSIDERATION
DUBROOK, INC., 1000 1/2 AVENUE, DUBOIS, PA 15801

FOR DUBROOK, INC. *Len Rehlinger* Title: PRECAST Manager
Run Rehlinger (Phone # 814-375-2489 - Fax # 814-375-0054)

ACCEPTANCE OF PROPOSAL: Your above proposal is hereby accepted. Payment will be made according to the terms outlined in the above proposal.

By:

Title: 4/5/00 Date:

Len Rehlinger

4/5/00

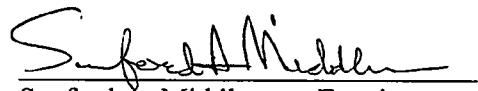
"Service Is Our Policy"

EXHIBIT "A"

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Preliminary Objections was served upon counsel of record by first class, United States Mail, postage pre-paid this 5th day of June, 2001, addressed as follows:

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


Sanford A. Middleman, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

DUBROOK, INC.,)	CIVIL DIVISION
)	
Plaintiff,)	No. 01-552-CD
)	
vi.)	
)	
R.L. JOHNSON CONSTRUCTION)	
CORP.,)	
)	
Defendant.)	

ORDER OF COURT

AND NOW, to wit, this _____ day of _____, 2001, upon consideration of Defendant's Preliminary Objections, it is hereby **ORDERED, ADJUDGED and DECREED** as follows:

1. Defendant's Preliminary Objection raising improper venue are sustained and this action shall be transferred to Allegheny County, Pennsylvania with the cost of the transfer to be paid by Plaintiff;
2. Defendant's Preliminary Objections to strike Plaintiff's claim for attorney fees are hereby sustained..

BY THE COURT:

_____, J.

~~FILED~~
JUN 10 1980
William Shaw
Prothonotary

THE HOPKINS LAW FIRM

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

CA

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

DUBROOK, INC., :
Plaintiff :
vs. : No. 01-552 C.D.
R. L. JOHNSON CONSTRUCTION CORP. :
Defendant :
: Type of Pleading: Answer to
: Preliminary Objections
: Filed on behalf of: DuBrook, Inc.
: 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

JUN 25 2001

William A. Shaw
Prothonotary

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

DUBROOK, INC., :
Plaintiff :
: vs. : No. 01-552 C.D.
: :
R. L. JOHNSON CONSTRUCTION CORP., :
Defendant :
:

ANSWER TO PRELIMINARY OBJECTIONS

AND NOW, comes Plaintiff, DuBrook, Inc., by and through its attorneys, The Hopkins Law Firm, and answers the Preliminary Objections of Defendant as follows:

1. Admitted.
2. Admitted.

I. IMPROPER VENUE

3. No answer is required of this paragraph.
4. Admitted.
5. Admitted.
6. Admitted.
7. Admitted.
8. Admitted.
9. Admitted.
10. Denied. The cause of action in this case arose in Clearfield County inasmuch as Plaintiff executed its proposal and contract, which is at issue in this case, in DuBois, Clearfield County, Pennsylvania. The concrete barriers at issue were

manufactured and shipped from DuBois, Clearfield County, Pennsylvania. Defendant made payment to Plaintiff at its DuBois, Clearfield County, Pennsylvania office.

11. Denied. The cause of action in this case arose in Clearfield County inasmuch as Plaintiff executed its proposal and contract, which is at issue in this case, in DuBois, Clearfield County, Pennsylvania. The concrete barriers at issue were manufactured and shipped from DuBois, Clearfield County, Pennsylvania. Defendant made payment to Plaintiff at its DuBois, Clearfield County, Pennsylvania office.

12. Admitted.

13. Denied. The construction contract took place in Clearfield County, Pennsylvania.

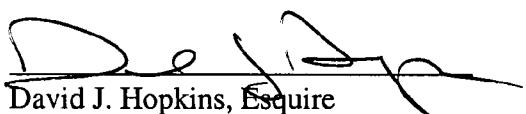
14. Denied. The contract in question was accepted in Clearfield County, Pennsylvania.

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

II. MOTION TO STRIKE

15. Plaintiff, DuBrook, Inc., agrees to withdraw its demand for attorney fees as set forth in Plaintiff's Complaint but reserves the right to request counsel fees throughout the action as authorized by equity or law.

Respectfully submitted,



David J. Hopkins, Esquire

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

DUBROOK, INC.,

Plaintiff

vs.

No. 01-552 C.D.

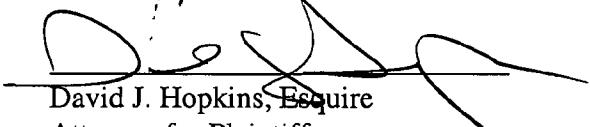
R. L. JOHNSON CONSTRUCTION CORP.,

Defendant

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of Answer to Preliminary Objections, filed on behalf of DuBrook, Inc., forwarded on the 22 day of June, 2001, by U.S. Mail, postage prepaid, to all counsel of record, addressed as follows:

Sanford A. Middleman, Esquire
Malone, Larchuk & Middleman, P.C.
Northridge Office Plaza
117 VIP Drive, Suite 310
Wexford, PA 15090


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

FILED

JUN 25 2001

MARION C
William A. Shaw
Prothonotary
[Signature]

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

DUBROOK, INC. :

-vs- : No. 01 - 552 - CD

R.L. JOHNSON CONSTRUCTION, CORP.:

ORDER

NOW, this 7th day of September, 2001, this being the day and date set for argument into Preliminary Objections filed on behalf of Defendant above-named, Defendant having failed to appear either in person or by counsel, and further having failed to file a brief in accordance with this Court's briefing schedule, it is the ORDER of this Court that said Preliminary Objections be and are hereby dismissed with the exception that Plaintiff's claim for counsel fees shall be and is hereby stricken without prejudice.

By the Court

President Judge

FILED

SEP 07 2001

William A. Shaw
Prothonotary

Fill 1cc Atg middleman
ser 3.55cc 1cc Atg Hopkins
2nd filling after

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

DUBROOK, INC.,

CIVIL DIVISION

Plaintiff,

No.: 01-552-CD

v.

R.L. JOHNSON CONSTRUCTION
CORP.,

Defendant.

PRAECIPE FOR APPEARANCE

Filed on behalf of Defendant,
R.L. Johnson Construction Corp.

Counsel of record for this Party:

Paul S. Guarnieri, Esquire
Pa. I.D. #55836

MALONE, LARCHUK &
MIDDLEMAN, P.C.
Northridge Office Plaza
117 VIP Drive, Suite 310
Wexford, PA 15090

(724) 934-6888

A JURY TRIAL IS DEMANDED

FILED

OCT 29 2001

W.A. Shaw
William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

DUBROOK, INC.,)	CIVIL DIVISION
)	
Plaintiff,)	No. 01-552-CD
)	
v.)	
)	
R.L. JOHNSON CONSTRUCTION)	
CORP.,)	
)	
Defendant.)	

PRAECIPE FOR APPEARANCE

TO: WILLIAM SHAW, PROTHONOTARY

Kindly enter my appearance on behalf of Defendant, R.L. Johnson Construction Corp., in the above-captioned matter.

Respectfully submitted,

MALONE, LARCHUK & MIDDLEMAN, P.C.

By: 
Paul S. Guarnieri, Esquire
Attorney for Defendant
R.L. Johnson Construction Corp.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Praeclipe for Appearance was served upon counsel of record by first class, United States Mail, postage pre-paid this 25th day of October, 2001, addressed as follows:

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



Paul S. Guarnieri
Paul S. Guarnieri, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

DUBROOK, INC.,

CIVIL DIVISION

Plaintiff,

No.: 01-552-CD

v.

R.L. JOHNSON CONSTRUCTION
CORP.,

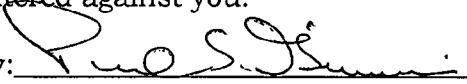
Defendant.

ANSWER, AND NEW MATTER

Filed on behalf of Defendant,
R.L. Johnson Construction Corp.

NOTICE TO PLEAD

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

By: 
Paul S. Guarnieri, Esquire

Counsel of record for this Party:

Paul S. Guarnieri, Esquire
Pa. I.D. #55836

MALONE, LARCHUK &
MIDDLEMAN, P.C.
Northridge Office Plaza
117 VIP Drive, Suite 310
Wexford, PA 15090

(724) 934-6888

A JURY TRIAL IS DEMANDED

FILED

OCT 29 2001
m12181n0cc
A/ William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

DUBROOK, INC.,)	CIVIL DIVISION
)	
Plaintiff,)	No. 01-552-CD
)	
v.)	
)	
R.L. JOHNSON CONSTRUCTION)	
CORP.,)	
)	
Defendant.)	

ANSWER AND NEW MATTER

AND NOW, comes the Defendant, R.L. Johnson Construction Corp., by and through its attorneys, Paul S. Guarnieri and Malone, Larchuk & Middleman, P.C., and files the within Answer and New Matter as follows:

ANSWER

1. Admitted.
2. Admitted.
3. It is admitted that Plaintiff engages in the business of constructing concrete barriers. After reasonable investigation, this Defendant is without knowledge or information sufficient to form a belief as to the truth of the remainder of the allegations contained within Paragraph 3 of Plaintiff's Complaint, and therefore, the same are denied.
4. The allegations contained within Paragraph 4 of Plaintiff's Complaint constitute conclusions of law to which no responsive pleading is required. To the extent that an answer is deemed necessary, then the allegations are denied. To the contrary, it is believed and therefore averred that venue is properly within Allegheny County, Pennsylvania.

5. It is admitted that Plaintiff submitted a proposal to sell 52 inch single face concrete barriers at \$36.50 per lineal feet. By way of further answer, Plaintiff was to have provided Defendant with 5,880 lineal feet of single face concrete barrier. Additionally, other items were contained within the proposal attached to Plaintiff's Complaint as Exhibit "A".

6. It is admitted that Defendant accepted the proposal.

7. It is admitted that Plaintiff provided 2,484 lineal feet of 52-inch barrier.

With respect to the allegation regarding modification, Defendant lacks knowledge or information sufficient to form a belief as to the nature of that allegation, therefore, the same is denied.

8. It is admitted that Defendant paid the total of \$56,965.00. Additionally, Defendant tendered a check to Plaintiff in the amount of \$5,000.00.

9. The allegations contained within Paragraph 9 of Plaintiff's Complaint constitute conclusions of law to which no responsive pleading is required. To the extent that an answer is deemed necessary, then the allegations are denied. To the contrary, Defendant does not owe Plaintiff any money relative to the contract.

10. The allegations contained within Paragraph 10 of Plaintiff's Complaint constitute conclusions of law to which no responsive pleading is required. To the extent that an answer is deemed necessary, then the allegations are denied. To the contrary, Defendant did not breach the contract. Instead, Plaintiff lacked the ability to ship conforming goods as required by the contract.

11. The allegations contained within Paragraph 11 of Plaintiff's Complaint constitute conclusions of law to which no responsive pleading is required. To the extent that an answer is deemed necessary, then the allegations are denied. To the

extent that Plaintiff was damaged, that damage was the result of Plaintiff's failure to tender conforming goods as required by the contract.

12. The allegations contained within Paragraph 12 of Plaintiff's Complaint constitute conclusions of law to which no responsive pleading is required. To the extent that an answer is deemed necessary, then it is specifically denied that Plaintiff is indebted to Plaintiff for interest.

WHEREFORE, Defendant respectfully demands judgment against Plaintiff, together with costs.

QUANTUM MERUIT

13. Defendant incorporates Paragraph 1 through 12 of the within Answer as though fully set forth herein.

14. It is admitted that Plaintiff provided some concrete barrier to Defendant that was used on the said construction project. By way of further answer, Defendant did pay for the barrier that was supplied less the cost of cover, equipment charges, liquidated damages and labor charges as more fully set forth herein.

15. The allegations contained within Paragraph 15 of Plaintiff's Complaint constitute conclusions of law to which no responsive pleading is required. To the extent that an answer is deemed necessary, then it is specifically denied that Defendant received an unjust benefit in the amount of \$46,612.27. To the contrary, Plaintiff failed to comply with the contract by shipping conforming concrete barriers.

16. The allegations contained within Paragraph 16 of Plaintiff's Complaint constitute conclusions of law to which no responsive pleading is required.

WHEREFORE, Defendant demands judgment in its favor and against Plaintiff, together with costs. **A JURY TRIAL IS DEMANDED**

UNJUST ENRICHMENT

17. Defendant incorporates Paragraphs 1 through 16 of the within Answer as though fully set forth herein.

18. The allegations contained within Paragraph 18 of Plaintiff's Complaint constitute conclusions of law to which no responsive pleading is required.

WHEREFORE, Defendant demands judgment in its favor and against Plaintiff, together with costs. **A JURY TRIAL IS DEMANDED.**

NEW MATTER

19. It is believed and therefore averred that Defendant has paid or tendered to Plaintiff a total of \$61,965.00.

20. It is believed and therefore averred that no further money was due on the contract because Plaintiff failed to perform by its inability to ship the balance of the barriers due under the contract.

21. Plaintiff is estopped from alleging unjust enrichment where Plaintiff failed to perform on the contract.

22. As stated in Plaintiff's Complaint, Plaintiff tendered a proposal whereby it would ship 5,880 lineal feet of 52-inch single face concrete barrier.

23. On the face of Plaintiff's Complaint, it is clear that Plaintiff only provided 2,484 lineal feet of 52-inch concrete barrier.

24. As such, Defendant was required to purchase the concrete barrier at a cost of \$40.13 per lineal foot.

25. Plaintiff was not capable and did not provide the balance of 3,396 lineal feet of 52-inch concrete barrier as required by the contract.

26. Defendant's cost of cover totaled \$12,327.48. As an additional result of Plaintiff's breach as aforesaid, Defendant had to pay equipment charges, liquidated damages and labor charges in the amount of \$23,950.07.

WHEREFORE, Defendant demands judgment in its favor and against Plaintiff, together with costs. **A JURY TRIAL IS DEMANDED**

Respectfully submitted,

MALONE, LARCHUK & MIDDLEMAN, P.C.

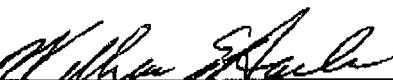
By: 
Paul S. Guarnieri, Esquire
Attorney for Defendant
R.L. Johnson Construction Corp.

VERIFICATION

I, WILLIAM E. HANLON, have read the foregoing Answer, New Matter and Counterclaim. The statements therein are true and correct to the best of my personal knowledge or information and belief.

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

R.L. JOHNSON CONSTRUCTION CORP.

By: 
WILLIAM E. HANLON

DATE: 10/25/01

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Answer, New Matter and Counterclaim was served upon counsel of record by first class, United States Mail, postage pre-paid this 25th day of October, 2001, addressed as follows:

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



Paul S. Guarnieri, Esquire

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)

DUBROOK, INC., :
Plaintiff :
vs. : No. 01-552 C.D.
R. L. JOHNSON CONSTRUCTION CORP. :
Defendant :
: Type of Pleading: Answer to
: New Matter
: Filed on behalf of: DuBrook, Inc.
: Counsel of Record for this party:
: DAVID J. HOPKINS, ESQUIRE
: Attorney at Law
: Supreme Court No. 42519
: 900 Beaver Drive
: DuBois, Pennsylvania 15801
: (814) 375-0300

FILED

NOV 09 2001

William A. Shaw
Prothonotary

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

DUBROOK, INC., :
Plaintiff :
: vs. : No. 01-552 C.D.
: :
R. L. JOHNSON CONSTRUCTION CORP. :
Defendant :
:

ANSWER TO NEW MATTER

AND NOW, comes Plaintiff, DuBrook, Inc., by and through its attorneys, The Hopkins Law Firm, and answers the New Matter of Defendant as follows:

19. Admitted.
20. Denied. For all the reasons set forth in Plaintiff's complaint, Plaintiff complied with all the terms of its agreements and monies are due Plaintiff as set forth in its Complaint.
21. Denied. Plaintiff performed all of its obligations required of it pursuant to the parties' agreement.
22. Admitted. By way of further answer, Plaintiff and Defendant changed the terms of their contract.
23. Denied. Defendant continued to change the type of barrier Defendant required thereby changing the terms of the parties' contract. Nevertheless, Plaintiff complied with the terms of the parties' contract as modified.
24. Neither admitted nor denied. Plaintiff is without sufficient knowledge to admit or deny the allegations set forth in paragraph 24 of Defendant's New Matter and

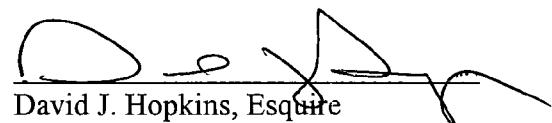
strict proof at trial is demanded.

25. Denied. Defendant continued to change the type of barrier Defendant required thereby changing the terms of the parties' contract. Nevertheless, Plaintiff complied with the terms of the parties' contract as modified.

26. Neither admitted nor denied. Plaintiff is without sufficient knowledge to admit or deny the allegations set forth in paragraph 24 of Defendant's New Matter and strict proof at trial is demanded.

WHEREFORE, Plaintiff demands judgment dismissing Defendant's New Matter with prejudice.

Respectfully submitted,



David J. Hopkins, Esquire

VERIFICATION

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

DuBrook, Inc.

By: Ron Renninger
Ron Renninger

Dated: 11-8-01

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

DUBROOK, INC., :
Plaintiff :
: vs. : No. 01-552 C.D.
: :
R. L. JOHNSON CONSTRUCTION CORP., :
Defendant :
:

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of Answer to New Matter, filed on behalf of DuBrook, Inc., forwarded on the 9th day of November, 2001, by U.S. Mail, postage prepaid, to all counsel of record, addressed as follows:

Sanford A. Middleman, Esquire
Malone, Larchuk & Middleman, P.C.
Northridge Office Plaza
117 VIP Drive, Suite 310
Wexford, PA 15090


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

FILED
NOV 15 2001
cc
William A. Shaw
Prothonotary

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

CERTIFICATE OF READINESS

TO THE PROTHONOTARY

01-552 C.D.

DATE PRESENTED

CASE NUMBER

TYPE TRIAL REQUESTED ESTIMATED TRIAL TIME

Date Complaint Jury Non-Jury

Filed: April 17, 2001 Arbitration

2 days hours

DUBROOK, INC.

PLAINTIFF(S)

R.L. JOHNSON CONSTRUCTION CORP.

DEFENDANT(S)

Check block if a Minor
is a Party to the Case

ADDITIONAL DEFENDANT(S)

FILED

11/23/04
JUL 15 2004

William A. Shaw

Prothonotary/Clerk of Courts

JURY DEMAND FILED BY:

DATE JURY DEMAND FILED:

Defendant

October 29, 2001

AMOUNT AT ISSUE CONSOLIDATION DATE CONSOLIDATION ORDERED

More than
& \$20,000.00 yes no

PLEASE PLACE THE ABOVE CAPTIONED CASE ON THE TRIAL LIST.

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

David J. Hopkins, Esquire

(814) 375-0300

FOR THE PLAINTIFF

TELEPHONE NUMBER

Paul S. Guarneri, Esquire

(724) 934-6888

FOR THE DEFENDANT

TELEPHONE NUMBER

FOR ADDITIONAL DEFENDANT

TELEPHONE NUMBER

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

DUBROCK, INC.

:

VS.

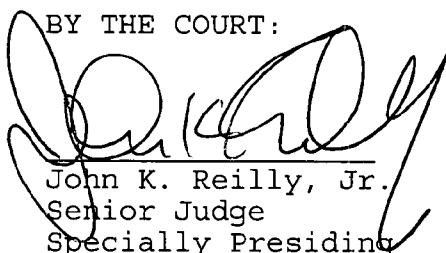
: NO. 01-552-CD

R.L. JOHNSON CONSTRUCTION CORP. :

O R D E R

NOW, this 13th day of August, 2004, this being the day and date set for pretrial conference in the above-captioned matter; upon agreement of the parties, it is the ORDER of this Court that said matter shall be and is hereby directed to be marked settled and discontinued upon payment by the Defendant to the Plaintiff the sum of Thirty Thousand (\$30,000.00) Dollars, payable as follows: the sum of Fifteen Thousand (\$15,000.00) Dollars on or before September 1, 2004; and the sum of Three Thousand (\$3,000.00) Dollars per month thereafter until the balance is paid in full.

BY THE COURT:



John K. Reilly, Jr.
Senior Judge
Specially Presiding

FILED

AUG 13 2004

William A. Shaw
Prothonotary/Clerk of Courts

FILED

2004 May 13

PAYS: Hopkins, Middleman

AB 13 2004

William A. Shaw

Prothonotary/Clerk of Courts

Date: 08/16/2004

Time: 11:06 AM

Page 1 of 1

Clearfield County Court of Common Pleas

User: ASELFRIDGE

ROA Report

Case: 2001-00552-CD

Current Judge: Fredric Joseph Ammerman

DuBrook, Inc. vs. R. L. Johnson Construction Corp.

Civil Other

Date	Judge	
04/17/2001	Filing: Civil Complaint Paid by: Hopkins Law Firm Receipt number: 1823772 Dated: 04/17/2001 Amount: \$80.00 (Check) Two CC Attorney	No Judge
05/18/2001	Sheriff Return, Papers served on Defendant(s). So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm	No Judge
06/07/2001	Preliminary Objections to Plaintiff's Complaint. filed by s. Sanford A. Middleman, Esq. no cc	No Judge
06/25/2001	Answer to Preliminary Objections. Filed by s/David J. Hopkins, Esq. Cert No Judge of Svc no cc	
09/07/2001	ORDER, NOW, this 7th day of Sept. 2001, re: Preliminary Objections be and are hereby dismissed with the exception that Plaintiff's claim for counsel fees be and is hereby stricken w/o prejudice. by the Court, s/JKR,JR., P.J. 1 cc atty Middleman, Hopkins	John K. Reilly Jr.
10/29/2001	Præcipe for Appearance, filed by s/Paul S. Guarnieri, Esq., on behalf of R.L. Johnson Construction Corp. No CC	John K. Reilly Jr.
11/09/2001	Answer, and New Matter, filed by s/Paul S. Guarnieri, Esq. No CC	John K. Reilly Jr.
07/15/2004	Answer to New Matter, filed by s/David J. Hopkins, Esq. No CC	John K. Reilly Jr.
08/09/2004	Certificate of Readiness, filed by s/David J. Hopkins No CC	John K. Reilly Jr.
08/09/2004	Certificate of Service, Pre-Trial Memorandum, on David J. Hopkins, Esq. Filed by s/Paul S. Guarnieri, Esq. No cc	Fredric Joseph Ammerman

not in file
when returned 8/16/04

*Check to
Email down*

Notice of Proposed Termination of Court Case

October 5, 2007

RE: 2001-00552-CD

DuBrook, Inc.

Vs.

R. L. Johnson Construction Corp.

FILED

OCT 05 2007

WAS

William A. Shaw
Prothonotary/Clerk of Courts

Dear David J. Hopkins, 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 **December 4, 2007**.

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

Daniel J. Nelson
Court Administrator

Notice of Proposed Termination of Court Case

October 5, 2007

RE: 2001-00552-CD

DuBrook, Inc.

Vs.

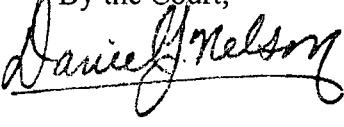
R. L. Johnson Construction Corp.

Dear Sandford A. Middleman, 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 **December 4, 2007**.

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

Notice of Proposed Termination of Court Case

October 5, 2007

RE: 2001-00552-CD

DuBrook, Inc.

Vs.

R. L. Johnson Construction Corp.

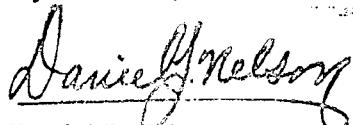
Dear Paul S. Guarnieri, Esq:

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 **December 4, 2007**.

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

FILED

OCT 05 2007

William A. Shaw
Prothonotary/Clerk of Courts

HOPKINS HELTZEL LLP

100 Meadow Lane, Suite 5, DuBois, Pennsylvania 15801
VOICE: (814) 375-0300 FAX: (814) 375-5035

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

DUBROOK, INC., :
Plaintiff :
vs. : No. 01-552 C.D.
R. L. JOHNSON CONSTRUCTION CORP. :
Defendant :
: Type of Pleading: Praeclipe to Discontinue
: Filed on behalf of: DuBrook, Inc., Plaintiff
: Counsel of Record for this party:
: HOPKINS HELTZEL LLP
: DAVID J. HOPKINS, ESQUIRE
: Attorney at Law
: Supreme Court No. 42519
: LEA ANN HELTZEL, ESQUIRE
: Attorney at Law
: Supreme Court No. 83998
: 100 Meadow Lane, Suite 5
: DuBois, Pennsylvania 15801
: (814) 375-0300

FILED *NO CC*
07/24/07
OCT 19 2007 Cert. of Disc.
William A. Shaw
Prothonotary/Clerk of Courts
to Atty
6K

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

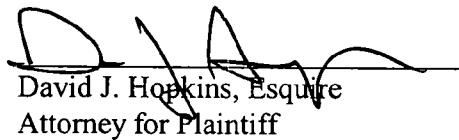
DUBROOK, INC., :
Plaintiff :
: :
vs. : No. 01-552 C.D.
: :
R. L. JOHNSON CONSTRUCTION CORP. :
Defendant :
:

PRAECIPE TO DISCONTINUE

TO THE PROTHONOTARY:

Kindly mark the above captioned civil action settled and discontinued.

HOPKINS HELTZEL LLP



David J. Hopkins, Esquire
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

COPY

CIVIL DIVISION

DuBrook, Inc.

Vs.
R. L. Johnson Construction Corp.

No. 2001-00552-CD

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on October 19, 2007, marked:

Settled and Discontinued

Record costs in the sum of \$80.00 have been paid in full by Hopkins Law Firm.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 19th day of October A.D. 2007.



William A. Shaw, Prothonotary