

01-851-CD  
LLOYD C. HAINES -vs- CLEARFIELD COUNTY HOUSING AUTHORITY etal

Date		Judge
06/04/2001	✓ Filing: Praecipe to Issue Writ of Summons Paid by: Naddeo, James A. (attorney for Haines, Lloyd C.) Receipt number: 1826265 Dated: 06/04/2001 Amount: \$80.00 (Check) Two Writs issued to Sheriff	No Judge
06/21/2001	✓ Complaint. Filed by s/James A. Naddeo, Esq. Verification, Lloyd C. Haines. Certificate of Service 2 cc atty	No Judge
06/22/2001	✓ Praecipe For Appearance and Jury Trial Demand. filed by s/Steven H. Wyckoff, Esq. 1 cc atty Wyckoff	No Judge
07/03/2001	✓ Sheriff Return, Papers served on Defendant(s). So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm	No Judge
08/13/2001	✓ Praecipe for Appearance on behalf of the Defendant Clearfield County Housing Authority. s/Henry Ray Pope, III, Esq. no cc	No Judge
08/20/2001	✓ Answer, New Matter and New Matter Pursuant to Pa. R.C.P. filed by s/Henry Ray Pope, III, Esq. Cert of Svc no cc	No Judge
08/22/2001	✓ Answer, New Matter and New Matter Pursuant to Rule 2252(d), filed by s/Steven H. Wyckoff, Esq. No CC	No Judge
09/24/2001	✓ Clearfield County Housing Authority's Answer to New Matter of Schindler Elevator Corp. Filed by s/Henry Ray Pope, III, Esq. Verification. s/Paul Pecharko Cert of Svc no cc	No Judge
10/08/2001	✓ Answer to Schindler Elevator Corp.'s New Matter. Filed by s/James A. Naddeo, Esq. Verification. s/Lloyd C. Haines Cert of Svc 2 cc Atty Naddeo	No Judge
	✓ Answer to Clearfield County Housing Authority's New Matter. Filed by s/James A. Naddeo, Esq. Verification. s/Lloyd C. Haines Cert of Svc 2 cc Atty Naddeo	No Judge
10/18/2001	✓ Reply to Clearfield County Housing Authority New Matter Pursuant to Rule 2252(d). filed by s/Steven H. Wyckoff, Esq. Cert of Svc no cc	No Judge
05/02/2002	✓ Certificate of Service, Notice of Deposition of Paul Pecharko and Wes Barnett upon Attorney Wychoff and Attorney Pope, III. Filed by s/James A. Naddeo, Esq. 2 cc Atty Naddeo	No Judge
09/04/2002	✓ ORDER, NOW, this 4th day of Sept. 2002, re: All Discovery to include all depositions of all witnesses to be called at trial, shall be completed within 160 days from date hereof. by the Court, s/JKR,JR.,P.J. 1 cc Atty Naddeo, Pope, and Wyckoff	John K. Reilly Jr.

**William A. Shaw**  
Prothonotary

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

LLOYD C. HAINES,  
an individual,

Plaintiff

v.

CLEARFIELD COUNTY HOUSING  
AUTHORITY, and  
SCHINDLER ELEVATOR CORP,  
Defendants

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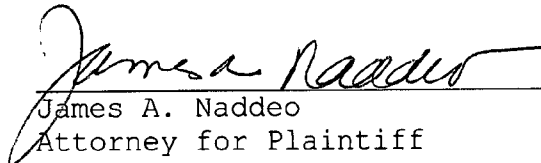
No. 01 - - CD  
JURY TRIAL DEMANDED

**PRAECIPE TO ISSUE WRIT OF SUMMONS**

TO THE PROTHONOTARY OF CLEARFIELD COUNTY:

Dear Sir:

Please issue a writ of summons against Clearfield County Housing Authority, of 222 Leavy Avenue, Clearfield, Pennsylvania, and Schindler Elevator Corporation, c/o CT Corp. System, Suite 1210, 1515 Market Street, Philadelphia, Pennsylvania, 19102 with regard to the above-captioned matter.

  
James A. Naddeo  
Attorney for Plaintiff

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

**SUMMONS**

**Lloyd C. Haines, an individual**

**Vs.**

**NO.: 2001-00851-CD**

**Clearfield County Housing Authority and  
Schlinder Elevator Corp.**

**TO: CLEARFIELD COUNTY HOUSING AUTHORITY  
SCHLINDER ELEVATOR CORP.**

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

Date: 06/04/2001

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William A. Shaw  
Prothonotary

Issuing Attorney:

James A. Naddeo  
P.O. Box 552  
Clearfield, PA 16830

FILED

*WILLIAM A. SHAW*  
JUN 04 2001  
1358 047, Nodulo  
William A. Shaw  
Prothonotary

*pr \$80.00*  
*Quirts Sheryl*

**William A. Shaw**  
**Prothonotary**

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

LLOYD C. HAINES,  
an individual,

Plaintiff

v.

CLEARFIELD COUNTY HOUSING  
AUTHORITY, and  
SCHINDLER ELEVATOR CORP,  
Defendants

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No. 01 - 851 - CD  
JURY TRIAL DEMANDED

NOTICE

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

COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURT HOUSE  
Market and Second Streets  
Clearfield, PA 16830

(814) 765-2641

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

LLOYD C. HAINES,  
an individual,

Plaintiff

v.

CLEARFIELD COUNTY HOUSING  
AUTHORITY, and  
SCHINDLER ELEVATOR CORP,  
Defendants

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No. 01 - 851 - CD  
JURY TRIAL DEMANDED

COMPLAINT

NOW COMES the Plaintiff, Lloyd C. Haines, and by his attorney, James A. Naddeo, Esquire, sets forth the following:

1. That the Plaintiff is Lloyd C. Haines, an adult individual who resides at 222 Leavy Avenue, Clearfield, Pennsylvania.

2. That the Defendant, Clearfield County Housing Authority, is a municipal corporation duly formed under the laws of the Commonwealth of Pennsylvania with its principal place of business located at 222 Leavy Avenue, Clearfield, Pennsylvania.

3. That the Defendant, Schindler Elevator Corporation, is a Delaware corporation registered to do business in the Commonwealth of Pennsylvania with its principal business address located at 3109 Forbes Avenue, Pittsburgh, Pennsylvania.

4. That the Defendant, Schindler Elevator Corporation, has designated a statutory agent for the purpose of receiving process the identity of said agent and address is as follows: CT

Corporation System, Suite 1210, 1515 Market Street, Philadelphia, PA 19102.

5. That at all times referred to herein the Defendant, Clearfield County Housing Authority, owned and operated a multi-storied apartment building providing subsidized housing for the elderly.

6. That at all times referred to herein, the apartment building operated by the Defendant, Clearfield County Housing Authority, was serviced by two elevators by which its residents were to gain access to their apartments.

7. That at all times referred to herein, the Defendant, Schindler Elevator Corporation, was retained by the Defendant, Clearfield County Housing Authority, to maintain elevator service for the residents of the building.

First Count

Lloyd C. Haines v. Clearfield County Housing Authority

8. That on or about November, 1989, the Plaintiff, Lloyd C. Haines, took occupancy of Apartment 712 located on the Seventh Floor in the apartment complex operated by the Defendant, Clearfield County Housing Authority.

9. That the Plaintiff continued to reside in Apartment 712 up to and including October 8, 1999.

10. That or about October 8, 1999 at or about 7:00 p.m., the Plaintiff entered elevator No. 2 for the purpose of

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gaining transportation to the seventh floor where his apartment is located.

11. That on or about the said day and at or about the said time, the Plaintiff engaged the No. 7 button after which he was immediately elevated to the 8<sup>th</sup> floor where the elevator stopped approximately 5"-6" below floor level.

12. That Plaintiff noticed that the elevator had bypassed the 7<sup>th</sup> floor and immediately panicked for fear that he would be stranded between floor levels.

13. That upon stopping the elevator doors opened at which time Plaintiff attempted to exit the elevator but failed to notice that the elevator stopped at a point approximately 5"-6" below floor level.

14. That while exiting the elevator, Plaintiff tripped on the ledge created by the elevator malfunction and fell lengthwise to the floor striking his knees and hands causing serious and permanent injury to Plaintiff as hereinafter described.

15. That the Defendant, Clearfield County Housing Authority, knew or should have known of the defective condition of the elevator which elevator had a long history of malfunctioning.

16. That the Defendant, Clearfield County Housing Authority, is guilty of the following negligence, recklessness and carelessness which was the proximate cause of the accident and the injuries to Plaintiff as follows:

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A. Failed to warn Plaintiff that Elevator No. 2 was malfunctioning.

B. Failed to properly maintain Elevator No. 2.

C. Failed to discontinue use of Elevator No. 2.

D. Failed to replace Elevator No. 2 when it knew or should have known that the elevator was no longer susceptible to repair.

E. The Defendant was negligent, careless and reckless in that it failed to use due care under all circumstances of this case.

17. That as a result of the negligence, carelessness and recklessness of the Defendant, Clearfield County Housing Authority, as set forth in Paragraph 16 hereof and incorporated herein by reference, the Plaintiff, Lloyd C. Haines, received serious and extensive injuries which may and probably will be permanent as follows:

A. Acute post-traumatic sacroiliac dysfunction;

B. Chronic lumbar radiculopathy;

C. Aggravation of pre-existing degenerative disc disease;

D. Aggravation of pre-existing spinal stenosis.

18. That as a result of the injuries referred to in Paragraph 17 hereof which are incorporated herein by reference, the Plaintiff suffers constant pain and physical limitations that substantially curtail his regular activities.

19. That the Plaintiff, Lloyd C. Haines, claims a reasonable amount for the following:

- A. Future lost wages;
- B. A reasonable amount for pain and suffering; past, present and future;
- C. Cost of replacing household services;
- D. Privation and inconvenience due to the injuries and treatment;
- E. Impairment of earning power;
- F. Mental anguish and depression resulting from the accident;
- G. Other damages allowable by law.

WHEREFORE, the Plaintiff, Lloyd C. Haines, claims unliquidated damages in an amount in excess of Twenty Thousand (\$20,000.00) Dollars. Jury Trial Demanded.

Count II

Lloyd C. Haines v. Shindler Elevator Corporation

20. That the Plaintiff, Lloyd C. Haines, incorporates Paragraphs 1 through 19 of his Complaint by reference and makes them a part hereof.

21. That on or about October 8, 1999 the Defendant, Schindler Elevator Corporation, was retained by the Defendant, Clearfield County Housing Authority, to repair Elevator No. 2.

22. That on or about the said date an employee of the Defendant, Schindler Elevator Corporation, was dispatched to the apartment building operated by the Defendant, Clearfield County Housing Authority, for the purpose of repairing Elevator No. 2.

23. That on the aforesaid date Elevator No. 2 had been skipping floors and failing to stop at the proper level between elevator floor and the hallway floor.

24. That on or about the said day the aforesaid servant and/or employee of the Defendant, Schindler Elevator Company, attempted to repair Elevator No. 2 so as to correct the malfunction referred to in Paragraph 23 hereof which is incorporated herein by reference.

25. That Defendant, Schindler Elevator Corporation's agent, servant and/or employee attempted to repair the elevator but failed to properly do so.

26. That Plaintiff believes and therefore avers that Defendant, Schindler Elevator Corporation's agent, servant and/or employee represented to the Defendant, Clearfield County Housing Authority, that the elevator had been repaired.

27. That Plaintiff believes and therefore avers that in reliance upon the representation of the Defendant, Schindler Elevator Corporation's agent, servant and/or employee, the

Defendant, Clearfield County Housing Authority placed Elevator No. 2 back in service.

28. That the Defendant, Schindler Elevator Corporation, through the conduct of its agent, servant and/or employee, was guilty of the following negligence, recklessness and carelessness which was the proximate cause of the accident and the injuries to Plaintiff as follows:

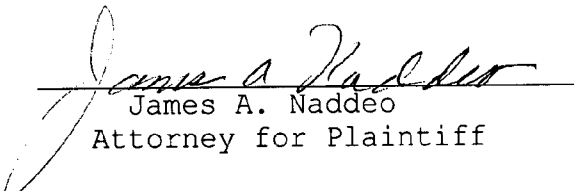
A. Failed to properly repair Elevator No. 2;

B. Represented to the Defendant, Clearfield County Housing Authority, that Elevator No. 2 had been properly repaired when in fact it was still malfunctioning.

C. Failed to warn Plaintiff that Elevator No. 2 continued to malfunction.

D. The Defendant was negligent, careless and reckless in that it failed to use due care under all circumstances of this case.

WHEREFORE, the Plaintiff, Lloyd C. Haines, claims unliquidated damages in an amount in excess of Twenty Thousand (\$20,000.00) Dollars. Jury Trial Demanded.

  
James A. Naddeo  
Attorney for Plaintiff

COMMONWEALTH OF PENNSYLVANIA)

ss.

COUNTY OF CLEARFIELD )

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

  
Lloyd C. Haines

SWORN and SUBSCRIBED before me this 12th day of June, 2001.



Notarial Seal  
Linda C. Lewis, Notary Public  
Clearfield Boro, Clearfield County  
My Commission Expires July 25, 2003

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

LLOYD C. HAINES,  
an individual,

Plaintiff

v.

CLEARFIELD COUNTY HOUSING  
AUTHORITY, and  
SCHINDLER ELEVATOR CORP,  
Defendants

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No. 01 - 851 - CD  
JURY TRIAL DEMANDED

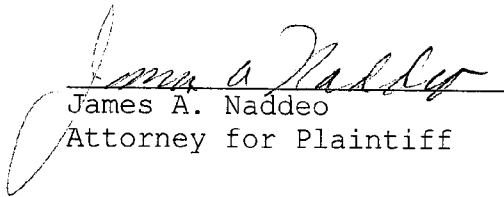
CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a  
certified copy of Complaint filed in the above-captioned action  
was served on the following person and in the following manner on  
the 21st day of June, 2001:

First-Class Mail, Postage Prepaid

Clearfield County Housing  
Henry J. Myers Towers  
222 Leavy Avenue  
Clearfield, PA 16830

Schindler Elevator Corporation  
c/o CT Corp. System  
1515 Market Street, Suite 1210  
Philadelphia, PA 19102

  
James A. Naddeo  
Attorney for Plaintiff

0133768<sup>α</sup> A44y

8/25

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

LLOYD C. HAINES, an individual

Plaintiff,

vs.

CLEARFIELD COUNTY HOUSING  
AUTHORITY AND SCHINDLER  
ELEVATOR CORP.

Defendants.

No. 2001-00851-CD

**PRAECIPE FOR APPEARANCE  
AND JURY TRIAL DEMAND**

FILED ON BEHALF OF:

SCHINDLER ELEVATOR  
CORPORATION.,  
Defendant.

COUNSEL OF RECORD FOR THIS  
PARTY:

STEVEN H. WYCKOFF, ESQUIRE  
PA I.D. #23669

WYCKOFF & NEWBORG  
Firm #002  
428 Forbes Avenue  
Suite 220 - Lawyers Bldg.  
Pittsburgh, PA 15219

(412) 281-3233

**JURY TRIAL DEMANDED**

**FILED**

JUN 22 2001

William A. Shaw  
Prothonotary

**PRAECIPE FOR APPEARANCE AND JURY TRIAL DEMAND**

TO: William A. Shaw, Prothonotary

SIR:

Kindly enter our Appearance as counsel for Defendant, **SCHINDLER ELEVATOR CORPORATION** (incorrectly identified as Schindler Elevator Corp.) in connection with the above-captioned case.

**JURY TRIAL IS HEREBY DEMANDED**

Respectfully submitted,

WYCKOFF & NEWBORG

BY:   
STEVEN H. WYCKOFF, ESQUIRE

Suite 220, Lawyers Building  
428 Forbes Avenue  
Pittsburgh, PA 15219  
(412) 281-3233

**CERTIFICATE OF SERVICE**

I, Steven H. Wyckoff, do hereby certify that a true and correct copy of the foregoing PRAECIPE FOR APPEARANCE AND JURY TRIAL DEMAND has been forwarded to all parties designated at the address indicated below by first class, U.S. Mail, this 20th day of June, 2001.

James A. Naddeo, Esquire  
P.O. Box 552  
Clearfield, PA 16830

  
STEVEN H. WYCKOFF, ESQUIRE

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Sheriff Docket # 11081

HAINES, LLOYD C., ind.

01-851-CD

VS.

CLEARFIELD COUNTY HOUSING AUTHORITY and SCHLINDER ELEVATO

SUMMONS

**SHERIFF RETURNS**

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NOW JUNE 6, 2001 AT 11:31 PM DST SERVED THE WITHIN SUMMONS ON  
CLEARFIELD COUNTY HOUSING AUTHORITY, DEFENDANT AT EMPLOYMENT,  
222 LEAVY AVE., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY  
HANDING TO LISA BENNETT, P.L.C. A TRUE AND ATTESTED COPY OF THE  
ORIGINAL SUMMONS AND MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: DAVIS/MORGILLO

NOW JUNE 8, 2001 JOHN GREEN, SHERIFF OF PHILADELPHIA WAS DEPUTIZED  
BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE  
WITHIN SUMMONS ON SCHLINDER ELEVATOR CORP., DEFENDANT.

NOW JUNE 15, 2001 SERVED THE WITHIN SUMMONS ON SCHLINDER ELEVATOR  
CORP., DEFENDANT BY DEPUTIZING THE SHERIFF OF PHILADELPHIA. THE  
RETURN OF SHERIFF GREEN IS HERETO ATTACHED AND MADE A PART OF THIS  
RETURN STATING THAT HE SERVED SANDRA SOLOMON, AGENT FOR DEFENDANT.

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**Return Costs**

Cost	Description
34.89	SHFF. HAWKINS PAID BY: ATTY.
116.00	SHFF. GREEN PAID BY: ATTY.
20.00	SURCHARGE PAID BY: ATTY.

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Sheriff Docket # 11081

HAINES, LLOYD C., ind.

01-851-CD

VS.

CLEARFIELD COUNTY HOUSING AUTHORITY and SCHLINDER ELEVATO

SUMMONS

**SHERIFF RETURNS**

Sworn to Before Me This

3<sup>rd</sup> Day Of July 2001

*[Signature]*

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

So Answers,

*[Signature]*  
Chester A. Hawkins  
Sheriff

**FILED**

013:44-BH  
JUL 03 2001

William A. Shaw  
Prothonotary

1519

## SHERIFF'S RETURN - SUMMONS/COMPLAINT

LLOYD C. HAINES

COMMON PLEAS NO.  
COUNTY COURT

VERSUS

TERM, 2001

SCHLINDER ELEVATOR CORP.

NO. 851-CD

C/O CT CORP. SYSTEM

☐ DefendantSERVED AND MADE KNOWN TO ABOVE NAMED☒ Defendant Company

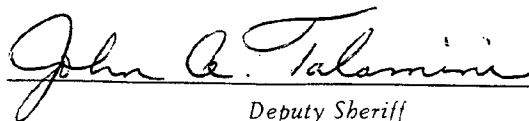
by handing a true and attested copy of the within Summons/Complaint, issued in the above captioned matter  
 on JUNE 15, 2001, at 10:00 o'clock, A M., E.S.T./~~P.M.~~  
 at 1515 MARKET ST. - 12<sup>TH</sup> FLOOR, in the County of Philadelphia,  
 State of Pennsylvania, to SANDRA SOLOMON

- ☐ (1) the aforesaid defendant, personally;
- ☐ (2) an adult member of the family of said defendant, with whom said defendant resides, who stated that his/her relationship to said defendant is that of \_\_\_\_\_;
- ☐ (3) an adult person in charge of defendant's residence; the said adult person having refused, upon request, to give his/her name and relationship to said defendant;
- ☐ (4) the manager/clerk of the place of lodging in which said defendant resides;
- ☒ (5) agent or person for the time being in charge of defendant's office or usual place of business.
- ☐ (6) the \_\_\_\_\_ and officer of said defendant Company;

So Answers,

JOHN D. GREEN, Sheriff

By:


  
Deputy Sheriff



CHESTER A. HAWKINS  
SHERIFF

# Sheriff's Office Clearfield County

COURTHOUSE  
1 NORTH SECOND STREET, SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830

DARLENE SHULTZ  
CHIEF DEPUTY

MARGARET PUTT  
OFFICE MANAGER

MARILYN HAMM  
DEPT. CLERK

PETER F. SMITH  
SOLICITOR

## DEPUTATION

1519  
OFFICE (814) 765-2641  
AFTER 4:00 P.M. (814) 765-1533

CLEARFIELD COUNTY FAX  
(814) 765-6080  
5915

01 JUN 12 AM 8:05  
PHILA. SHERIFF'S OFFICE

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

LLOYD C. HAINES

VS:

CLEARFIELD COUNTY HOUSING AUTHORITY

SERVE BY: 01-851-CD

or

HEARING DATE:

TERM & NO.: 01-851-CD

DOCUMENT TO BE SERVED:

SUMMONS

.....  
SERVE: SCHLINDER ELEVATOR CORP.

ADDRESS: c/o C.T. Corp. System, Suite 1210, 1515 Market ST., Philadelphia, Pa. 19102  
.....

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF of PHILADELPHIA County Pennsylvania to execute this writ.

This Deputation being made at the request and risk of the Plaintiff this 8th day of JUNE 2001.

MAKE REFUND PAYABLE TO: JAMES A. NADDEO, Attorney

Respectfully,

  
CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY

Sheriff # # De # Ser Type  
1519 1 1 CFW

## Receipt Total

Receipt Date

6/14/2001

Receipt-Sales

Receipt-Services

Recalculate

Please Be Sure  
To Click  
Recalculate To  
Ensure The  
Numbers You Are  
Viewing Are  
Accurate.

Latest Amount Paid

\$0.00

### SERVICES

Sheriff Fee	100.00
Mileage	16.00
State Fee	0.00
Affidavit	0.00
Additional Charges:	0.00
<b>Total Fees:</b>	<b>\$116.00</b>
Total Deposits	\$0.00
<b>Total Due:</b>	<b>\$116.00</b>

When The No Charge Option is Selected, This is  
The Only Charge That Will Be Applied On the  
Receipt. A Reason for No Charge Should Be  
Supplied In The Notes.

### SALES

Sale Total	No Charge <input type="checkbox"/>
\$0.00	
Petitions to intervene/stay	0.00
Enforcement	0.00
Advertising	0.00
Commission	0.00
Sales	0.00
Storage:	0.00
Additional Charges:	0.00
<b>Total Fees:</b>	<b>\$0.00</b>
Total Deposits:	\$0.00
<b>Total Due:</b>	<b>\$0.00</b>

Main Desk - Additional Charge



NEW CASE

SERVICES

UPDATES

Exit Mail



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
Civil Division

LLOYD C. HAINES,  
an individual,  
Plaintiff

v.

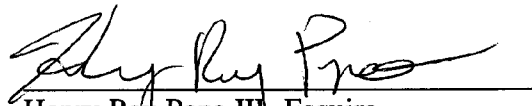
CLEARFIELD COUNTY HOUSING  
AUTHORITY, and  
SCHINDLER ELEVATOR CORP.,  
Defendants

No. 01 - 851 - CD

PRAECIPE FOR APPEARANCE

TO THE PROTHONOTARY:

Please enter my appearance in the above captioned case on behalf of the Defendant,  
Clearfield County Housing Authority.

  
Henry Ray Pope III, Esquire  
Attorney for Clearfield County Housing  
Authority  
I.D. 01530  
Pope and Drayer  
Ten Grant Street  
Clarion, PA 16214  
814-226-5700

Date: August 10, 2001

**FILED**

AUG 13 2001

William A. Shaw  
Prothonotary

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

LLOYD C. HAINES,  
an individual,  
Plaintiff

No. 01 - 851 -CD

v.

CLEARFIELD COUNTY HOUSING  
AUTHORITY, and  
SCHINDLER ELEVATOR CORP.,  
Defendants

**Type of Pleading:**  
Answer, New Matter and New Matter  
Pursuant to Pa.R.C.P. 2252 (d)

**Filed On Behalf Of:**  
Co-Defendant Clearfield County Housing  
Authority

**Counsel of Record for this party:**

Henry Ray Pope III, Esquire  
I.D. No. 01530  
Pope and Drayer  
10 Grant Street  
Clarion, PA 16214  
(814) 226-5700

**FILED**

AUG 20 2001

William A. Shaw  
Prothonotary

Henry Ray Pope III, Esquire  
Attorney for Defendant Clearfield  
County Housing Authority  
10 Grant Street  
Clarion, PA 16214  
814-226-5700

1. Admitted.
2. Admitted.
3. After reasonable investigation, Clearfield County Housing Authority, hereinafter “Authority”, is without sufficient information to form an opinion as to the truth of the averments set forth in Paragraph 3 and proof thereof is demanded at trial.
4. After reasonable investigation, Authority is without sufficient information to form an opinion as to the truth of the averments set forth in Paragraph 4 and proof thereof is demanded at trial.
5. Admitted.

6. Admitted.

7. Admitted.

### **ANSWER TO FIRST COUNT**

#### **LLOYD C. HAINES v. CLEARFIELD COUNTY HOUSING AUTHORITY**

8. Admitted.

9. Admitted.

10. After reasonable investigation, Authority is without sufficient information to form an opinion as to the truth of the averments set forth in Paragraph 10 and proof thereof is demanded at trial.

11. After reasonable investigation, Authority is without sufficient information to form an opinion as to the truth of the averments set forth in Paragraph 11 and proof thereof is demanded at trial.

12. After reasonable investigation, Authority is without sufficient information to form an opinion as to the truth of the averments set forth in Paragraph 12 and proof thereof is demanded at trial.

13. After reasonable investigation, Authority is without sufficient information to form an opinion as to the truth of the averments set forth in Paragraph 13 and proof thereof is demanded at trial.

14. After reasonable investigation, Authority is without sufficient information to form an opinion as to the truth of the averments set forth in Paragraph 14 and proof thereof is demanded at trial.

15. Denied and, on the contrary, the Authority had a contract for regular maintenance of the elevator with co-defendant Schindler Elevator Corp., hereinafter "Schindler", and had no notice of any malfunction of the elevator at the time that the alleged accident occurred. In further answer thereto, Authority incorporates Paragraphs 30, 31, 32, 33 and 34 of the Authority's New Matter with the same force and effect as if set forth at length.

16. The Authority denies that it was negligent, reckless or careless; and, on the contrary, the Authority believes and therefore avers that it acted reasonably and responsibly as it related to the operation of its elevators, and in further answer thereto submits the following:

- A. It is admitted that the Authority did not warn the Plaintiff that an elevator was malfunctioning for the reason that the Authority had no notice of any malfunction; and, on the contrary, believed that the elevators were working properly.
- B. Denied and in further answer thereto, the Authority incorporates Paragraphs 30, 31, 32, 33 and 34 in Plaintiff's New Matter.
- C. Denied and, on the contrary, the Authority had no reason to discontinue the use of the elevator for the reason it had no notice or reason to believe that the elevator was about to malfunction and, on the contrary, the Authority believes and therefore avers that the elevator was serviced by Schindler that day and Authority was told by Schindler's agent that the elevator was operating properly.
- D. Denied and, on the contrary, the elevator in which the Plaintiff claims he was injured was not worn out or unsafe and was at the time of the alleged accident capable of repair.

E. Denied and, on the contrary, the Authority acted with reasonable care and diligence and did not act with negligence as it relates to Plaintiff's accident, which if it did occur resulted from Plaintiff's own negligence.

17. After reasonable investigation, Authority is without sufficient information to form an opinion as to the truth of the averments set forth in Paragraph 17 and its subparagraphs and proof thereof is demanded at trial.

18. After reasonable investigation, Authority is without sufficient information to form an opinion as to the truth of the averments set forth in Paragraph 18 and proof thereof is demanded at trial.

19. Denied and, on the contrary, for the reasons set forth in Paragraphs 30, 31, 32, 33 and 34 in Authority's Answer and New Matter which are incorporated by reference, the Plaintiff is not entitled to recover any damages or costs.

WHEREFORE, the Clearfield County Housing Authority requests your Honorable Court to enter judgment in favor of the Authority and against the Plaintiff.

#### **ANSWER TO COUNT II**

#### **LLOYD C. HAINES v. SCHINDLER ELEVATOR CORP.**

20. thru 28. This Count is against a party other than the Authority and therefore no answer is required.

WHEREFORE, the Clearfield County Housing Authority requests your Honorable Court to enter judgment in favor of the Authority and against the Plaintiff.

**NEW MATTER**

By way of further response to the Complaint to join, the Authority avers the following New Matter:

29. Pa.R.C.P. 1030 (b) provides that the affirmative defenses of assumption of the risk, comparative negligence, and contributory negligence need not be plead. However, the Authority hereby gives notice that it may assert such defenses at the time of trial.

30. At the time of Plaintiff's alleged accident, the Authority had a maintenance contract on the elevator, which Plaintiff claims caused his injuries. A copy of the maintenance contract is attached hereto, made a part hereof and marked Exhibit "A".

31. The Authority believes and therefore avers that on the morning of the day of the accident representatives of Schindler performed maintenance on the elevator which Plaintiff claims malfunctioned.

32. When Schindler completed the work referred to in Paragraph 31, its agents advised the Authority that it had completed its work on the elevator and that it could be used by the Authority's residents.

33. The Authority, between the time that Schindler worked on the elevator the day of the alleged accident and the time of Plaintiff's alleged accident, had no notice that the elevator had or was malfunctioning, nor did the Authority have any reason to know that the elevator had or was about to malfunction.

34. The Authority acted reasonably in relying upon Schindler to maintain its elevators in a safe and suitable condition.

35. The Plaintiff failed to comply with the notice provision of 42 Pa.C.S.A. §5522.

36. The Plaintiff has failed to state a cause of action upon which relief can be granted.

**NEW MATTER PURSUANT TO Pa.R.C.P. 2252 (d)**

By way of further answer to the Complaint to join, Authority asserts the following New Matter Pursuant to Pa.R.C.P. 2252 (d).

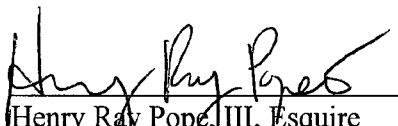
37. The Authority incorporates Paragraphs 29 through 34 of its New Matter to Plaintiff's Complaint into this New Matter pursuant to Pa.R.C.P. 2252(d).

38. In the event that it is determined that Plaintiff is entitled to recovery, it is averred that the direct and proximate cause of any damages to Plaintiff was the negligence, carelessness and recklessness of Schindler, who is solely and exclusively liable on account of any damages sustained by Plaintiff.

39. Alternatively, in the event that it is determined that Authority is liable on account of damages to Plaintiff on one or more of their causes of action, which liability is specifically denied, it is averred that Schindler is jointly and severally liable with Authority or, alternatively, is liable over to Authority in indemnity and/or contribution.

WHEREFORE, Authority denies that it is liable to Plaintiff or Schindler in any sum whatsoever.

Respectfully submitted,



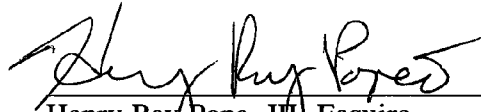
Henry Ray Pope, III, Esquire  
Attorney for Defendant Clearfield County  
Housing Authority

a:\tap\civil8\clearf.ans

**VERIFICATION**

I, Henry Ray Pope III, Esquire, hereby make this Verification for the purpose of filing the foregoing Answer, New Matter and New Matter Pursuant to Pa.R.C.P. 2252 (d), and verify that I am the attorney for Clearfield County Housing Authority, that I am authorized to make this verification on its behalf, and that the averments of fact contained in the foregoing Answer, New Matter and New Matter Pursuant to Pa.R.C.P. 2252 (d) are true and correct based on knowledge and information supplied to me. I understand that the averments of fact in said document are made subject to the penalties of 18 Pa.C.S.A. Section 4904 relating to unsworn falsification to authorities.

Date: 8/16/01

  
Henry Ray Pope, III, Esquire  
Attorney for Clearfield County  
Housing Authority

**Schindler**

The Elevator and Escalator Company

**Preventive Maintenance Agreement**

May 22, 1996

Schindler Elevator Corporation  
3109 Forbes Avenue  
Pittsburgh PA 15213-3028

To: **CLEARFIELD HOUSING AUTHORITY**  
Address: **222 Leavy Avenue**  
**Clearfield, PA 16830**

(Hereinafter called You)

Schindler Elevator Corporation (hereinafter called We) agrees to furnish its preventive maintenance service on the equipment described below in your building located at:

Henry E. Meyer Towers  
222 Leavy Avenue  
Clearfield, PA 16830

Contract #: 2414-H-32844

Building ID: 123151

in accordance with the following terms and conditions.

**Description of Equipment**

Quantity	Description	G.O.
Two (2)	Westinghouse Geared Elevators, 2500lbs/3500lbs capacity, travel at 200 FPM, serving eight (8) landings each	12460

**EXHIBIT**

tabbles

A

# Schindler

The Elevator and Escalator Company

## Preventive Maintenance Agreement

### 1. Extent of coverage -- traction elevators

We will:

Regularly and systematically examine, clean, lubricate, adjust and, when conditions warrant, repair or replace the following:

ELEVATOR MACHINES  
MOTOR GENERATORS OR  
SOLID STATE MOTOR DRIVE COMPONENTS  
CONTROLLER COMPONENTS  
MACHINE BRAKES  
and parts thereof, including:

Hoisting motors  
Selector motors  
Worms and gears  
Bearings  
Rotating elements  
Brake magnet coils  
Brushes and commutators  
Brake shoes, linings and pins  
Windings and coils  
Contacts and relays  
Resistors and transformers  
Solid State devices.

Keep guide rails properly lubricated except where roller guides are used.

Replace guide shoe gibs or rollers, when conditions warrant, to provide smooth and quiet operation.  
Repair or replace control cables when conditions warrant.

Relamp signals as required, during regular examinations only, except where building maintenance personnel have union jurisdiction.  
Furnish lubricants compounded to our specifications.  
Periodically examine, lubricate, adjust and, when conditions warrant, repair or replace the following safety devices:

Interlocks and door closers  
Buffers  
Overspeed governors, car and counterweight safeties  
Limit, landing and slowdown switches  
Door protective devices  
Alarm bells.

Conduct a yearly no-load, low-speed test of car and counterweight safeties and a test of buffers and, every fifth year, a rated-load, rated-speed safety test and test of governors and buffers, as required by A.N.S.I. A-17.1 code. Such tests may impose greater stress on the equipment and the building structure than that experienced in day-to-day operation, and we shall not be responsible for any resultant damage

to the building structure or equipment.

Periodically examine the tension in all hoisting ropes. Replace all wire ropes and fastenings when conditions warrant.

Examine and, when conditions warrant, regroove or replace all sheaves and sheave assemblies, including drive sheaves, governor tension sheaves, secondary or deflection sheaves, and compensating sheaves. Periodically examine, lubricate, adjust and, when conditions warrant, repair or replace the following accessory equipment:

Car and corridor operating stations  
Car and corridor hangers and tracks  
Door operating devices  
Door gibs  
Car fan.

Periodically clean elevator hatch equipment, including rails, inductors, hatch door hangers and tracks, relating devices, switches, buffers and car tops. Periodically dismantle brake plunger assembly, examine, replace worn parts, clean, lubricate, reassemble and adjust as required for proper operation.

### 2. Performance evaluations

We will conduct evaluations of equipment performance, including car speed, door operation, riding quality, car leveling, floor-to floor time and system operation. These evaluations will be conducted when conditions warrant and will take place during a regularly scheduled maintenance visit. We will perform adjustments, repairs and replacements required to maintain manufacturer's operating standards.

### 3. Items not included

We assume no responsibility for the following items, which are not included under this Agreement:

Hoistway panels, door hinges, frames, gates and sills

Cabs and cab flooring  
Cab doors, gates and removable cab panels  
Cab mirrors and handrails  
Power switches, fuses and feeders to controllers  
Light fixtures and lamps  
Cover plates for signal fixtures and operating stations

Smoke detectors  
Cleaning of cab interior and exposed sills  
Emergency power generators  
Air conditioners or heaters  
Keyed switches.

Schindler

# Schindler

The Elevator and Escalator Company

## Preventive Maintenance Agreement

### 4. Hours of service

We will perform all work under this agreement except emergency minor adjustment call-back service:

during regular working hours of our regular working days only.

We will provide emergency minor adjustment call-back service:

during our regular working hours of our regular working days only.

Should you request that examinations, cleaning, lubrication, adjustments, repairs, replacements or emergency minor adjustment call-back service (unless included above) be performed on other than our regular working hours of our regular working days, we will absorb the straight-time labor charges and you will compensate us for the overtime premium and for the travel time and expense at our normal billing rates.

All overtime bonus hours and related travel expenses must be approved in advance by the Executive Director of the Authority.

### 5. Conditions of service

You will provide us with full and free access to the equipment to render service thereon, and will provide a safe workplace for our employees.

We have the responsibility to make only those replacements, adjustments and repairs required under this Agreement which are necessary due to ordinary wear and tear. We are not obligated to make adjustments, repairs or replacements necessitated by any other cause, including, but not limited to, accidents, vandalism, misuse or obsolescence of the equipment. In the event adjustments, repairs or replacements become necessary due to such causes and you fail to authorize them, we shall have the right to terminate this Agreement.

We will not be required to make tests other than those specified previously, to install new devices on the equipment which may be recommended or directed by insurance companies, federal, state, municipal or other authorities, to make changes or modifications in design, to make any replacements with parts of a different design, or to perform

cleaning of cab interior and exposed sills.

You agree that you will not permit others to make alterations, additions, adjustments, repairs or replacements to the equipment. If such alterations are made by others, we may at our option terminate this Agreement upon ten (10) days written notice.

### 6. Loss, damage or delay

We will not be responsible for any loss, damage, detention or delay caused by strikes, lockouts, labor troubles or disputes, fire, explosion, theft, earthquake, severe or unusual weather conditions, embargo, malicious mischief, war, failure to act on the part of either party's suppliers or sub-contractors, governmental orders, acts of God, or by any other cause beyond our reasonable control.

The term "strikes, lockouts, labor troubles or disputes" shall include any such event which interferes with the performance of the work at your building or with the manufacture, transportation, delivery, assembly, handling or construction of materials, equipment or parts used in the performance of the work including any strike by our employees or any lockout of our employees. Dates for the performance or completion of the work shall be extended by such length of time as may be reasonably necessary to compensate for the delay.

### 7. Responsibility

We will, if so requested, cooperate in the defense of suits brought jointly against us based on accidents involving this equipment.

Possession or control of the equipment shall remain with you, and you will retain your normal responsibility and liability as owner, lessor, lessee, possessor or custodian of the equipment. This responsibility includes but is not limited to: advising, warning, or instructing passengers in the proper use of the equipment; providing a safe work place for our employees; notification to us of operational problems, malfunctions or accidents.

In no event shall Schindler be liable for special, indirect, or consequential damages for default or delay. This limitation does not apply to claims for personal injury and/or property damage.

Schindler

# Schindler

The Elevator and Escalator Company

## Preventive Maintenance Agreement

### 8. Terms

The effective date of this Agreement is May 1, 1996. This Agreement will continue in full force and effect for an initial period of three (3) years until April 30, 1999. This Agreement will be assigned to any successor in interest, should your interest be terminated prior to the above date or prior to the expiration date of any subsequent renewals upon notification to and acceptance by us of such assignment.

A service charge calculated at the rate of one and one-half percent per month or the highest legally permitted rate, whichever is less, shall be applicable to delinquent payments. Further, delinquent payment by you of charges provided herein shall constitute a breach of this Agreement and we may, at our option, terminate the Agreement for such breach. We shall give you at least thirty (30) days prior written notice before such termination.

This Agreement is based on conditions prevailing under our current labor agreements and the nature of the existing use and occupancy of your building. In the event our future labor agreements or changes in the use or occupancy of the building alter our basic costs as anticipated at the time of the signing of this Agreement or restrict our ability to provide the services hereunder, we shall so notify you in writing and thereupon offer a modification to the Agreement to remedy the situation. In the event you and we cannot then agree on a revised agreement, either of us shall have the right to terminate this Agreement upon the expiration of ninety (90) days from the above notice.

### 9. Price

The price of our services, subject to the price adjustment provision (paragraph 10), shall be FOUR HUNDRED THIRTY AND 00/100 dollars (\$ 430.00) per month (Agreement Price), payable quarterly (\$1,290.00) in advance upon presentation of invoice. You shall pay, as an addition to the price herein, the amount of any sales, use, excise or other tax which may now or hereafter be applicable to the services to be performed under this Agreement.

### 10. Cure

If either party shall default in the performance of any of its obligations, the non-defaulting party may send a written notice reasonably describing the default. If the defaulting party, within a reasonable time (not to exceed ten (10) days), does not commence to take reasonable steps to cure the default, or if having timely commenced, fails to carry the cure to reasonable and timely completion, the non-defaulting party, by a further ten (10) days written notice, may terminate this Agreement. Notwithstanding anything to the contrary, you may terminate this Agreement immediately upon written notice in the event of a breach of this Agreement by us.

### 11. Additional provisions

This instrument contains the entire agreement between the parties hereto for the services described and supersedes all previous negotiations, commitments and writing pertaining thereto. In the event your initial acceptance and/or subsequent renewal of this Agreement, including the contract supplement, are in the form of a purchase order or similar document, the provisions, terms and conditions of this Agreement shall govern in the event of conflict, regardless of the acceptance or acknowledgment of such purchase order or similar document by us.

If it becomes necessary for either party to commence litigation to enforce any provision of this Agreement, the prevailing party shall be entitled to recover as a part of any judgment entered its costs and reasonable attorney's fees.

Acceptance by you and subsequent approval by our authorized representative will be required to validate this Agreement.

Schindler

**Schindler**

The Elevator and Escalator Company

**Preventive Maintenance Agreement****Schindler Elevator Corporation**By: Alan J. Kemper  
Alan J. Kemper  
Sales RepresentativeCLEARFIELD COUNTY HOUSING AUTHORITY  
222 LEAVY AVENUE  
CLEARFIELD, PENNSYLVANIA 16830

Accepted: \_\_\_\_\_

(Full legal name of Purchaser)

By: T. E. LaMartina  
(Signature of Authorized Official)Title: Executive DirectorDate: 6/17/96

Approved:

**Schindler Elevator Corporation**By: T.E. LaMARTINA  
Regional Vice President  
T. E. LaMartina  
T.E. LaMartinaTitle: Region Vice PresidentDate: 5-29-96

Schindler

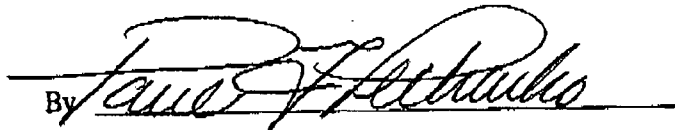
**Schindler**

The Elevator and Escalator Company

**ADDENDUM TO PREVENTIVE MAINTENANCE AGREEMENT**  
**BETWEEN SCHINDLER ELEVATOR CORPORATION AND**  
**CLEARFIELD COUNTY HOUSING AUTHORITY**  
**DATED MAY 1, 1996**

1. The SPECIFICATIONS FOR ELEVATOR MAINTENANCE attached hereto and made a part hereof as Exhibit "A" shall become a material part of this Preventive Maintenance Agreement and to the extent any of the terms and/or conditions set forth in said Specifications conflict with the terms of the original Preventive Maintenance Agreement, the terms set forth in the attached Specifications shall be deemed controlling.
2. The parties hereto covenant and agree that the terms and conditions contained in this Addendum shall become part of the Preventive Maintenance Agreement and the parties agree to abide by the same."

CLEARFIELD COUNTY HOUSING AUTHORITY

By 

SCHINDLER ELEVATOR CORPORATION

By 

**T.E. LaMARTINA**  
Regional Vice President

Schindler

**ACORD CERTIFICATE OF LIABILITY INSURANCE** PAGE 1 OF 1

DATE (MM/DD/YY)

6-OCT-1999

PRODUCER  
Willis Corroon Corporation of New Jersey  
201 Littleton Road  
Morris Plains NJ 07950  
(973) 538-7140

67514

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**COMPANIES AFFORDING COVERAGE**

COMPANY A Zurich Insurance Company

COMPANY B

COMPANY C

COMPANY D

David O'Leary  
INSURED

Schindler Elevator Corporation  
20 Whippany Road  
Morristown, NJ 07960-4539

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT <input checked="" type="checkbox"/> Contractual Liability	GLO644543510	31-DEC-1999	31-DEC-2000	GENERAL AGGREGATE \$ 5,000,000 PRODUCTS COMP/OP AGG \$ 5,000,000 PERSONAL & ADV INJURY \$ 2,000,000 EACH OCCURRENCE \$ 2,000,000 FIRE DAMAGE (Any one fire) \$ 1,000,000 MED EXP (Any one person) \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BAP644543610-AOS MA644544310-MA TAP644544410-TX	31-DEC-1999 31-DEC-1999 31-DEC-1999	31-DEC-2000 31-DEC-2000 31-DEC-2000	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$ EACH OCCURRENCE \$ AGGREGATE \$
	GARAGE LIABILITY ANY AUTO				
	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	WC644543811-AOS WC666818709-DED	31-DEC-1999 31-DEC-1999	31-DEC-2000 31-DEC-2000	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 500,000 EL DISEASE-POLICY LIMIT \$ 500,000 EL DISEASE-EA EMPLOYEE \$ 500,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS  
HENRY E. MEYER TOWERS(H32844); HAWK RUN APARTMENTS(H32842); HOUTZDALE APARTMENTS(H32843); - PROVIDE ELEVATOR MAINTENANCE SERVICE

**CERTIFICATE HOLDER**

CLEARFIELD HOUSING AUTHORITY  
222 LEAVY AVENUE  
CLEARFIELD PA 16003

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

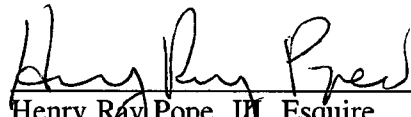
CERTIFICATE OF SERVICE

I, Henry Ray Pope III, did on the date of this Certificate, serve a true and correct copy of the foregoing "Answer, New Matter and New Matter Pursuant to Pa.R.C.P. 2252 (d)" by First Class U.S. Mail, postage prepaid, as follows:

James A. Naddeo, Esquire                      (Attorney for Plaintiff)  
P. O. Box 552  
Clearfield, PA 16830

Steven Wyckoff, Esquire                      (Attorney for co-defendant Schindler)  
Suite 220, Lawyers' Building  
428 Forbes Avenue  
Pittsburgh, PA 15219

IN WITNESS WHEREOF, I have signed this Certificate this 16<sup>th</sup> day of August, 2001.

  
Henry Ray Pope, III, Esquire  
Attorney for Clearfield County  
Housing Authority

**FILED**

AUG 20 2001

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

LLOYD C. HAINES, an individual

Plaintiff,

vs.

CLEARFIELD COUNTY HOUSING  
AUTHORITY AND SCHINDLER  
ELEVATOR CORP.

Defendants.

No. 2001-00851-CD

**ANSWER, NEW MATTER AND  
NEW MATTER PURSUANT TO  
RULE 2252(d)**

FILED ON BEHALF OF:

SCHINDLER ELEVATOR  
CORPORATION.,  
Defendant.

COUNSEL OF RECORD FOR THIS  
PARTY:

STEVEN H. WYCKOFF, ESQUIRE  
PA I.D. #23669

WYCKOFF & NEWBORG  
Firm #002  
428 Forbes Avenue  
Suite 220 - Lawyers Bldg.  
Pittsburgh, PA 15219

(412) 281-3233

**JURY TRIAL DEMANDED**

**FILED**

**AUG 22 2001**

**William A. Shaw  
Prothonotary**

**NOTICE TO PLEAD**

TO: PLAINTIFF

You are hereby notified to plead to the enclosed NEW MATTER of Schindler Elevator Corporation directed to you within twenty (20) days from service or a default judgment may be entered against you.

WYCKOFF & NEWBORG

BY: 

STEVEN H. WYCKOFF, ESQUIRE

**NOTICE TO PLEAD**

TO: CO-DEFENDANT

You are hereby notified to plead to the enclosed NEW MATTER PURSUANT TO RULE 2252(d) of Schindler Elevator Corporation directed to you within twenty (20) days from service or a default judgment may be entered against you.

WYCKOFF & NEWBORG

BY: 

STEVEN H. WYCKOFF, ESQUIRE

1. The allegations of fact set forth in Paragraph 1 of plaintiff's Complaint are admitted.
2. The allegations of fact set forth in Paragraph 2 of plaintiff's Complaint are admitted.
3. The allegations of fact set forth in Paragraph 3 of plaintiff's Complaint are admitted.
4. The allegations of fact set forth in Paragraph 4 of plaintiff's Complaint are

admitted.

5. The allegations of fact set forth in Paragraph 5 of plaintiff's Complaint are admitted.

6. The allegations of fact set forth in Paragraph 6 of plaintiff's Complaint are admitted.

7. The allegations of fact set forth in Paragraph 7 of plaintiff's Complaint are admitted in part and denied in part. While it is admitted that the Housing Authority entered into a contract with this defendant regarding the maintenance of the subject elevators, since plaintiff has failed to define what is meant by the use of the phrase "to maintain elevator service for the residents of the building", after reasonable investigation, this defendant lacks sufficient knowledge or information to form a belief as to the truth to the allegations of fact set forth and the same therefore are denied. This defendant's obligations with respect to the maintenance and repair of the subject elevators are as defined and limited by virtue of the terms and conditions of the agreement to which it was a party.

8. After reasonable investigation, this defendant lacks sufficient knowledge or information to form a belief as to the truth of the allegations set forth in Paragraph 8 of plaintiff's Complaint and the same are therefore denied.

9. After reasonable investigation, this defendant lacks sufficient knowledge or information to form a belief as to the truth of the allegations set forth in Paragraph 9 of plaintiff's Complaint and the same are therefore denied.

10. After reasonable investigation, this defendant lacks sufficient knowledge or

information to form a belief as to the truth of the allegations set forth in Paragraph 10 of plaintiff's Complaint and the same are therefore denied.

11. After reasonable investigation, this defendant lacks sufficient knowledge or information to form a belief as to the truth of the allegations set forth in Paragraph 11 of plaintiff's Complaint and the same are therefore denied.

12. After reasonable investigation, this defendant lacks sufficient knowledge or information to form a belief as to the truth of the allegations set forth in Paragraph 12 of plaintiff's Complaint and the same are therefore denied.

13. After reasonable investigation, this defendant lacks sufficient knowledge or information to form a belief as to the truth of the allegations set forth in Paragraph 13 of plaintiff's Complaint and the same are therefore denied.

14. After reasonable investigation, this defendant lacks sufficient knowledge or information to form a belief as to the truth of the allegations set forth in Paragraph 14 of plaintiff's Complaint and the same are therefore denied.

15. The allegations of fact set forth in Paragraph 15 of plaintiff's Complaint are directed to co-defendant, Clearfield County Housing Authority, and, therefore, no responsive pleading is required of this defendant. However, to the extent that it is alleged that a defective condition existed with respect to the subject elevator, such allegations are specifically denied. To the contrary, the subject elevator was free from defect at all times material hereto. By way of further answer, after reasonable investigation, this defendant lacks sufficient knowledge or information to form a belief as to the truth of the allegations pertaining to the alleged history of

malfunctioning since plaintiff has failed to specify the conditions which allegedly constitute a malfunction of the subject elevator and the same are therefore denied.

16. The allegations set forth in Paragraph 16 of plaintiff's Complaint are directed to co-defendant, Clearfield County Housing Authority, and, therefore, no responsive pleading is required of this defendant.

17. The allegations set forth in Paragraph 17 of plaintiff's Complaint are directed to co-defendant, Clearfield County Housing Authority, and, therefore, no responsive pleading is required with respect thereto. However, to the extent that a responsive pleading may be required of this defendant, and to the extent that the allegations assert the nature and extent of the damages allegedly suffered by plaintiff, after reasonable investigation, this defendant lacks sufficient knowledge or information to form a belief as to the truth of such allegations of fact and the same are therefore denied.

18. After reasonable investigation, this defendant lacks sufficient knowledge or information to form a belief as to the truth of the allegations set forth in Paragraph 18 of plaintiff's Complaint and the same are therefore denied.

19. After reasonable investigation, this defendant lacks sufficient knowledge or information to form a belief as to the truth of the allegations set forth in Paragraph 19 of plaintiff's Complaint and the same are therefore denied.

20. To the extent that Paragraph 20 of plaintiff's Complaint incorporates Paragraphs 1 through 19 thereof, this defendant responds thereto by incorporating Paragraphs 1 through 19 hereinabove with the same force and effect as though specifically repleaded.

21. The allegations of fact set forth in Paragraph 21 of plaintiff's Complaint are admitted to the extent that it is alleged that this defendant was called upon to repair Elevator No. 2 on the date in question. After reasonable investigation, this defendant lacks sufficient knowledge or information to form a belief as to the truth of the remaining allegations of fact set forth in Paragraph 21 since plaintiff has failed to define what is meant by the use of the phrase "was retained by" and, therefore, to that extent, those allegations are denied.

22. The allegations of fact set forth in Paragraph 22 of plaintiff's Complaint are admitted.

23. After reasonable investigation, this defendant lacks sufficient knowledge or information to form a belief as to the truth of the allegations set forth in Paragraph 23 of plaintiff's Complaint and the same are therefore denied.

24. After reasonable investigation, this defendant lacks sufficient knowledge or information to form a belief as to the truth of the allegations set forth in Paragraph 24 of plaintiff's Complaint and the same are therefore denied.

25. The allegations of fact set forth in Paragraph 25 of plaintiff's Complaint are specifically denied. To the contrary, the mechanic assigned by this defendant to investigate the complaints of problems pertaining to the subject elevator took all appropriate action to repair the elevator to the extent required.

26. The allegations set forth in Paragraph 26 of plaintiff's Complaint are admitted.

27. After reasonable investigation, this defendant lacks sufficient knowledge or information to form a belief as to the truth of the allegations set forth in Paragraph 27 of

plaintiff's Complaint to the extent that they pertain to the alleged reliance upon the representations of this defendant's mechanic as the basis for any conduct on the part of Clearfield County Housing Authority, and the same are therefore denied. It is admitted, however, that the subject elevator was placed back in service.

28. This defendant generally denies all allegations of negligence on its part, or on the part of any of its agents, servants, and/or employees who, at all times material hereto, exercised reasonable care and caution under the circumstances.

WHEREFORE, defendant, Schindler Elevator Corporation, denies any liability to plaintiff for any sums whatsoever and demands that plaintiff's Complaint be dismissed with costs of suit to be borne by plaintiff.

#### **NEW MATTER**

29. At the time of the incident giving rise to the within action, this defendant did not have control over the subject premises, nor did this defendant have control over the instrumentality allegedly involved in the incident giving rise to this lawsuit. Possession and control of the subject elevator remained with the owner, Clearfield County Housing Authority.

30. Should it be determined that plaintiff sustained any of the injuries and damages as alleged, then, in that event, those injuries and damages may have been the direct and proximate result of the conduct of individuals over whom this defendant had no duty, nor opportunity, to exercise control, and, therefore, this defendant has no liability with respect thereto.

31. This defendant adopts those affirmative defenses incorporated as a matter of law

pursuant to Rule 1030(b) of the Pennsylvania Rules of Civil Procedure.

WHEREFORE, defendant, Schindler Elevator Corporation, continues to deny any liability to plaintiff and further asserts the affirmative defenses set forth hereinabove as a complete and/or partial bar to the claims being asserted on behalf of the plaintiff.

**NEW MATTER PURSUANT TO RULE 2252(d)**

32. As set forth hereinabove, possession and control of the subject elevator was retained by the owner, Clearfield County Housing Authority, and/or its duly authorized representatives.

33. To the extent that it may be determined that the co-defendant failed to notify this defendant of operational problems, malfunctions, and/or accidents involving the subject elevator, and such failure to notify compromised this defendant's opportunity to remedy any alleged deficiencies which may have caused or contributed in any way to plaintiff's injuries and damages, then, in that event, co-defendant should be held solely liable to plaintiff or, in the alternative, jointly and severally liable to plaintiff or, in the further alternative, should be held liable over to this defendant for contribution and/or indemnity.

34. Solely for the purposes of preserving its claims for contribution and/or indemnity, this defendant incorporates those allegations set forth in plaintiff's Complaint to the extent that they are directed to co-defendant.

35. In the event that plaintiff has sustained any of the injuries or damages alleged, in that event, co-defendant, Clearfield County Housing Authority, should be held either solely liable

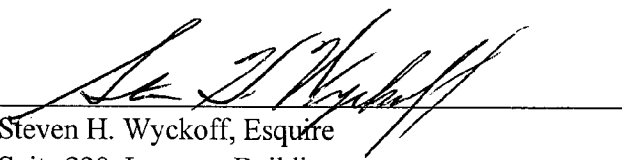
to plaintiff therefore or, jointly or severally liable to plaintiff. In the alternative, should this defendant be held liable to plaintiff for any sums whatsoever, such liability being denied, then, in that event, co-defendant, Clearfield County Housing Authority, should be held jointly and severally liable to plaintiff with this defendant or, in the further alternative, should be held liable over to this defendant for contribution and/or indemnity.

WHEREFORE, defendant Schindler Elevator Corporation, continues to deny any liability to plaintiff for any sums whatsoever and further asserts that should anyone be held liable to plaintiff, co-defendant, Clearfield County Housing Authority, should be held solely liable or, in the alternative, jointly and severally liable to plaintiff or, in the further alternative, should be held liable over to this defendant for contribution and/or indemnity.

Respectfully submitted,

WYCKOFF & NEWBORG

By:

  
Steven H. Wyckoff, Esquire  
Suite 220, Lawyers Building  
428 Forbes Avenue  
Pittsburgh, PA 15219  
(412) 281-3233

Re: Lloyd C. Haines v. Clearfield County Housing Authority, et al.

State of New Jersey        }  
                                      }  
County of Morris            } ss:

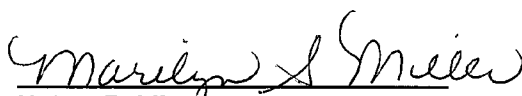
R. Rhoads, of full age, being duly sworn according to law, upon his oath, deposes and says:

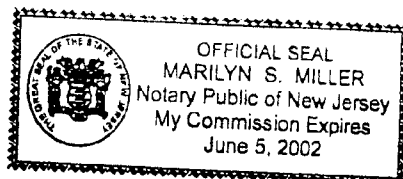
1. I am the Controller, Field Operations of Schindler Elevator Corporation and I am authorized to make this Verification on its behalf.
2. The statements set forth in the foregoing Answer, New Matter and New Matter Pursuant to Rule 2252(d) are based on information communicated to me by Schindler Elevator Corporation personnel, agents of Schindler Elevator Corporation, counsel for Schindler Elevator Corporation, and information obtained from books and records of Schindler Elevator Corporation, and are true and correct to the best of my knowledge, information and belief.

SCHINDLER ELEVATOR CORPORATION

  
R. Rhoads  
Controller, Field Operations

Subscribed and sworn to before me  
this 16th day of August, 2001.

  
Notary Public  
State of New Jersey



**CERTIFICATE OF SERVICE**

I, Steven H. Wyckoff, do hereby certify that a true and correct copy of the foregoing ANSWER, NEW MATTER, AND NEW MATTER PURSUANT TO RULE 2252(d) has been forwarded to all parties designated at the address indicated below by first class, U.S. Mail, this 20th day of August, 2001.

James A. Naddeo, Esquire  
211 1/2 E. Locust Street  
P.O. Box 552  
Clearfield, PA 16830

Henry Ray Pope, III, Esquire  
Pope and Drayer  
10 Grant Street  
Clarion, PA 16214

  
STEVEN H. WYCKOFF, ESQUIRE

**FILED**

*[Handwritten signature]*

**AUG 22 2001**

*[Handwritten: M110:491 nxc]*

**William A. Shaw  
Prothonotary**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
Civil Division

LLOYD C. HAINES,  
an individual,

Plaintiff

No. 01 - 851 -CD

v.

CLEARFIELD COUNTY HOUSING  
AUTHORITY, and  
SCHINDLER ELEVATOR CORP.,  
Defendants

**Type of Pleading:**

Clearfield County Housing Authority's  
Answer to New Matter of Schindler  
Elevator Corp.

**Filed On Behalf Of:**

Co-Defendant Clearfield County Housing  
Authority

**FILED**

**SEP 24 2001**

William A. Shaw  
Prothonotary

**Counsel of Record for this party:**

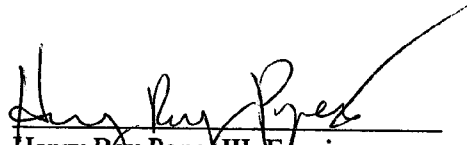
Henry Ray Pope III, Esquire  
I.D. No. 01530  
Pope and Drayer  
10 Grant Street  
Clarion, PA 16214  
(814) 226-5700



therefore no answer is required.

WHEREFORE, Clearfield County Housing Authority requests that judgment be entered against Schindler Elevator Corp. and in favor of Clearfield County Housing Authority, together with costs of suit.

Respectfully submitted,



Henry Ray Pope III, Esquire  
Attorney for Co-Defendant Clearfield County  
Housing Authority

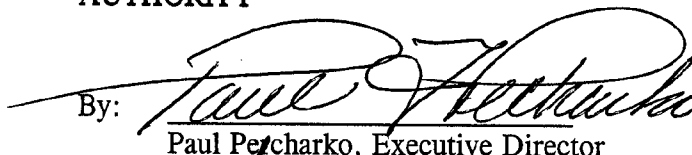
a:\tap\civil9\clearf.ans

VERIFICATION

The undersigned says that the averments contained in the foregoing Answer to New Matter to which this Verification is attached are true and correct to the best of his knowledge, information and belief. The undersigned further states that he understands that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.

CLEARFIELD COUNTY HOUSING  
AUTHORITY

By:

  
Paul Percharko, Executive Director

Date: 9/17, 2001

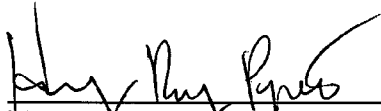
CERTIFICATE OF SERVICE

I, Henry Ray Pope III, did on the date of this Certificate, serve a true and correct copy of the foregoing **"Clearfield County Housing Authority's Answer to New Matter of Schindler Elevator Corp."** by First Class U.S. Mail, postage prepaid, as follows:

Steven H. Wyckoff, Esquire  
Wyckoff & Newborg  
Suite 220, Lawyers Building  
428 Forbes Avenue  
Pittsburgh, PA 15219-1603

James A. Naddeo, Esquire  
P. O. Box 552  
Clearfield, PA 16830

IN WITNESS WHEREOF, I have signed this Certificate this 21st day of September, 2001.

  
\_\_\_\_\_  
Henry Ray Pope III, Esquire  
Attorney for Defendant Clearfield County  
Housing Authority

**Schindler**

The Elevator and Escalator Company

**Preventive Maintenance Agreement**

May 22, 1996

Schindler Elevator Corporation  
3109 Forbes Avenue  
Pittsburgh PA 15213-3028

To: **CLEARFIELD HOUSING AUTHORITY**  
Address: **222 Leavy Avenue**  
**Clearfield, PA 16830**

(Hereinafter called You)

Schindler Elevator Corporation (hereinafter called We) agrees to furnish its preventive maintenance service on the equipment described below in your building located at:

Henry E. Meyer Towers  
222 Leavy Avenue  
Clearfield, PA 16830

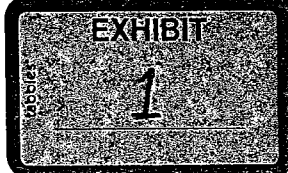
Contract #: 2414-H-32844

Building ID: 123151

in accordance with the following terms and conditions.

**Description of Equipment**

Quantity	Description	G.O.
Two (2)	Westinghouse Geared Elevators, 2500lbs/3500lbs capacity, travel at 200 FPM, serving eight (8) landings each	12460



# Schindler

The Elevator and Escalator Company

## Preventive Maintenance Agreement

### 1. Extent of coverage -- traction elevators

We will:

Regularly and systematically examine, clean, lubricate, adjust and, when conditions warrant, repair or replace the following:

ELEVATOR MACHINES  
MOTOR GENERATORS OR  
SOLID STATE MOTOR DRIVE COMPONENTS  
CONTROLLER COMPONENTS  
MACHINE BRAKES

and parts thereof, including:

Hoisting motors  
Selector motors  
Worms and gears  
Bearings  
Rotating elements  
Brake magnet coils  
Brushes and commutators  
Brake shoes, linings and pins  
Windings and coils  
Contacts and relays  
Resistors and transformers  
Solid State devices.

Keep guide rails properly lubricated except where roller guides are used.

Replace guide shoe gibs or rollers, when conditions warrant, to provide smooth and quiet operation.

Repair or replace control cables when conditions warrant.

Relamp signals as required, during regular examinations only, except where building maintenance personnel have union jurisdiction. Furnish lubricants compounded to our specifications.

Periodically examine, lubricate, adjust and, when conditions warrant, repair or replace the following safety devices:

Interlocks and door closers  
Buffers  
Overspeed governors, car and counterweight safeties

Limit, landing and slowdown switches  
Door protective devices  
Alarm bells.

Conduct a yearly no-load, low-speed test of car and counterweight safeties and a test of buffers and, every fifth year, a rated-load, rated-speed safety test and test of governors and buffers, as required by A.N.S.I. A-17.1 code. Such tests may impose greater stress on the equipment and the building structure than that experienced in day-to-day operation, and we shall not be responsible for any resultant damage

to the building structure or equipment.

Periodically examine the tension in all hoisting ropes. Replace all wire ropes and fastenings when conditions warrant.

Examine and, when conditions warrant, regroove or replace all sheaves and sheave assemblies, including drive sheaves, governor tension sheaves, secondary or deflection sheaves, and compensating sheaves.

Periodically examine, lubricate, adjust and, when conditions warrant, repair or replace the following accessory equipment:

Car and corridor operating stations  
Car and corridor hangers and tracks  
Door operating devices  
Door gibs  
Car fan.

Periodically clean elevator hatch equipment, including rails, inductors, hatch door hangers and tracks, relating devices, switches, buffers and car tops.

Periodically dismantle brake plunger assembly, examine, replace worn parts, clean, lubricate, reassemble and adjust as required for proper operation.

### 2. Performance evaluations

We will conduct evaluations of equipment performance, including car speed, door operation, riding quality, car leveling, floor-to floor time and system operation. These evaluations will be conducted when conditions warrant and will take place during a regularly scheduled maintenance visit. We will perform adjustments, repairs and replacements required to maintain manufacturer's operating standards.

### 3. Items not included

We assume no responsibility for the following items, which are not included under this Agreement:

Hoistway panels, door hinges, frames, gates and sills

Cabs and cab flooring  
Cab doors, gates and removable cab panels  
Cab mirrors and handrails  
Power switches, fuses and feeders to controllers  
Light fixtures and lamps  
Cover plates for signal fixtures and operating stations

Smoke detectors  
Cleaning of cab interior and exposed sills  
Emergency power generators  
Air conditioners or heaters  
Keyed switches.

Schindler

# Schindler

The Elevator and Escalator Company

## Preventive Maintenance Agreement

### 4. Hours of service

We will perform all work under this agreement except emergency minor adjustment call-back service:

during regular working hours of our regular working days only.

We will provide emergency minor adjustment call-back service:

during our regular working hours of our regular working days only.

Should you request that examinations, cleaning, lubrication, adjustments, repairs, replacements or emergency minor adjustment call-back service (unless included above) be performed on other than our regular working hours of our regular working days, we will absorb the straight-time labor charges and you will compensate us for the overtime premium and for the travel time and expense at our normal billing rates.

All overtime bonus hours and related travel expenses must be approved in advance by the Executive Director of the Authority.

### 5. Conditions of service

You will provide us with full and free access to the equipment to render service thereon, and will provide a safe workplace for our employees.

We have the responsibility to make only those replacements, adjustments and repairs required under this Agreement which are necessary due to ordinary wear and tear. We are not obligated to make adjustments, repairs or replacements necessitated by any other cause, including, but not limited to, accidents, vandalism, misuse or obsolescence of the equipment. In the event adjustments, repairs or replacements become necessary due to such causes and you fail to authorize them, we shall have the right to terminate this Agreement.

We will not be required to make tests other than those specified previously, to install new devices on the equipment which may be recommended or directed by insurance companies, federal, state, municipal or other authorities, to make changes or modifications in design, to make any replacements with parts of a different design, or to perform

cleaning of cab interior and exposed sills.

You agree that you will not permit others to make alterations, additions, adjustments, repairs or replacements to the equipment. If such alterations are made by others, we may at our option terminate this Agreement upon ten (10) days written notice.

### 6. Loss, damage or delay

We will not be responsible for any loss, damage, detention or delay caused by strikes, lockouts, labor troubles or disputes, fire, explosion, theft, earthquake, severe or unusual weather conditions, embargo, malicious mischief, war, failure to act on the part of either party's suppliers or sub-contractors, governmental orders, acts of God, or by any other cause beyond our reasonable control.

The term "strikes, lockouts, labor troubles or disputes" shall include any such event which interferes with the performance of the work at your building or with the manufacture, transportation, delivery, assembly, handling or construction of materials, equipment or parts used in the performance of the work including any strike by our employees or any lockout of our employees. Dates for the performance or completion of the work shall be extended by such length of time as may be reasonably necessary to compensate for the delay.

### 7. Responsibility

We will, if so requested, cooperate in the defense of suits brought jointly against us based on accidents involving this equipment.

Possession or control of the equipment shall remain with you, and you will retain your normal responsibility and liability as owner, lessor, lessee, possessor or custodian of the equipment. This responsibility includes but is not limited to: advising, warning, or instructing passengers in the proper use of the equipment; providing a safe work place for our employees; notification to us of operational problems, malfunctions or accidents.

In no event shall Schindler be liable for special, indirect, or consequential damages for default or delay. This limitation does not apply to claims for personal injury and/or property damage.

Schindler

# Schindler

The Elevator and Escalator Company

## Preventive Maintenance Agreement

### 8. Terms

The effective date of this Agreement is May 1, 1996. This Agreement will continue in full force and effect for an initial period of three (3) years until April 30, 1999. This Agreement will be assigned to any successor in interest, should your interest be terminated prior to the above date or prior to the expiration date of any subsequent renewals upon notification to and acceptance by us of such assignment.

A service charge calculated at the rate of one and one-half percent per month or the highest legally permitted rate, whichever is less, shall be applicable to delinquent payments. Further, delinquent payment by you of charges provided herein shall constitute a breach of this Agreement and we may, at our option, terminate the Agreement for such breach. We shall give you at least thirty (30) days prior written notice before such termination.

This Agreement is based on conditions prevailing under our current labor agreements and the nature of the existing use and occupancy of your building. In the event our future labor agreements or changes in the use or occupancy of the building alter our basic costs as anticipated at the time of the signing of this Agreement or restrict our ability to provide the services hereunder, we shall so notify you in writing and thereupon offer a modification to the Agreement to remedy the situation. In the event you and we cannot then agree on a revised agreement, either of us shall have the right to terminate this Agreement upon the expiration of ninety (90) days from the above notice.

### 9. Price

The price of our services, subject to the price adjustment provision (paragraph 10), shall be FOUR HUNDRED THIRTY AND 00/100 dollars (\$ 430.00) per month (Agreement Price), payable quarterly (\$1,290.00) in advance upon presentation of invoice. You shall pay, as an addition to the price herein, the amount of any sales, use, excise or other tax which may now or hereafter be applicable to the services to be performed under this Agreement.

### 10. Cure

If either party shall default in the performance of any of its obligations, the non-defaulting party may send a written notice reasonably describing the default. If the defaulting party, within a reasonable time (not to exceed ten (10) days), does not commence to take reasonable steps to cure the default, or if having timely commenced, fails to carry the cure to reasonable and timely completion, the non-defaulting party, by a further ten (10) days written notice, may terminate this Agreement. Notwithstanding anything to the contrary, you may terminate this Agreement immediately upon written notice in the event of a breach of this Agreement by us.

### 11. Additional provisions

This instrument contains the entire agreement between the parties hereto for the services described and supersedes all previous negotiations, commitments and writing pertaining thereto. In the event your initial acceptance and/or subsequent renewal of this Agreement, including the contract supplement, are in the form of a purchase order or similar document, the provisions, terms and conditions of this Agreement shall govern in the event of conflict, regardless of the acceptance or acknowledgment of such purchase order or similar document by us.

If it becomes necessary for either party to commence litigation to enforce any provision of this Agreement, the prevailing party shall be entitled to recover as a part of any judgment entered its costs and reasonable attorney's fees.

Acceptance by you and subsequent approval by our authorized representative will be required to validate this Agreement.

Schindler

**Schindler**

The Elevator and Escalator Company

**Preventive Maintenance Agreement****Schindler Elevator Corporation**By: Alan J. Kemper  
Alan J. Kemper  
Sales RepresentativeCLEARFIELD COUNTY HOUSING AUTHORITY  
222 LEAVY AVENUE  
CLEARFIELD, PENNSYLVANIA 16830

Accepted:

(Full legal name of Purchaser)

By: T. E. LaMartina  
(Signature of Authorized Official)Title: Executive DirectorDate: 6/17/96

Approved:

Schindler Elevator Corporation

By: T. E. LaMARTINA  
Regional Vice President

T. E. LaMartina

T. E. LaMartinaTitle: Region Vice PresidentDate: 5-29-96

Schindler®

ISO  
9001  
CERTIFIED

**Schindler**

The Elevator and Escalator Company

**ADDENDUM TO PREVENTIVE MAINTENANCE AGREEMENT**  
**BETWEEN SCHINDLER ELEVATOR CORPORATION AND**  
**CLEARFIELD COUNTY HOUSING AUTHORITY**  
**DATED MAY 1, 1996**

1. The SPECIFICATIONS FOR ELEVATOR MAINTENANCE attached hereto and made a part hereof as Exhibit "A" shall become a material part of this Preventive Maintenance Agreement and to the extent any of the terms and/or conditions set forth in said Specifications conflict with the terms of the original Preventive Maintenance Agreement, the terms set forth in the attached Specifications shall be deemed controlling.

2. The parties hereto covenant and agree that the terms and conditions contained in this Addendum shall become part of the Preventive Maintenance Agreement and the parties agree to abide by the same."

CLEARFIELD COUNTY HOUSING AUTHORITY

By 

SCHINDLER ELEVATOR CORPORATION

By 

**T.E. LaMARTINA**  
Regional Vice President

Schindler

William A. Shaw  
Prothonotary

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

LLOYD C. HAINES,  
an individual,

Plaintiff

v.

CLEARFIELD COUNTY HOUSING  
AUTHORITY, and  
SCHINDLER ELEVATOR CORP,  
Defendants

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No. 01 - 851 - CD  
JURY TRIAL DEMANDED

**ANSWER TO SCHINDLER ELEVATOR CORP.'S NEW MATTER**

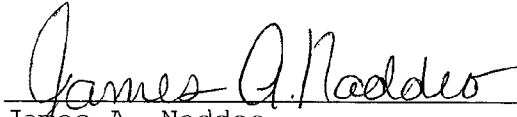
NOW COMES the Plaintiff, LLOYD C. HAINES, and by his attorney, James A. Naddeo, Esquire, sets forth the following Answer to New Matter:

1. Paragraph 29 is denied. After reasonable investigation Plaintiff is without knowledge or information to form a belief as to the truth of said averment.

2. Paragraph 30 is denied. After reasonable investigation Plaintiff is without knowledge or information to form a belief as to the truth of said averment.

3. Paragraph 31 purports to be a statement of the law to which no answer is required.

WHEREFORE, Plaintiff respectfully requests relief as set forth in his Complaint.

  
\_\_\_\_\_  
James A. Naddeo  
Attorney for Plaintiff

COMMONWEALTH OF PENNSYLVANIA)

ss.

COUNTY OF CLEARFIELD )

Before me, the undersigned officer, personally appeared LLOYD C. HAINES, who being duly sworn according to law, deposes and states that the facts set forth in the foregoing Answer to New Matter are true and correct to the best of his knowledge, information and belief.

Lloyd C Haines  
Lloyd C. Haines

SWORN and SUBSCRIBED before me this 5th day of October, 2001.

Shannon R. Wisor

Notarial Seal  
Shannon R. Wisor, Notary Public  
Clearfield Boro, Clearfield County  
My Commission Expires Aug. 25, 2003

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

LLOYD C. HAINES,  
an individual,

Plaintiff

v.

CLEARFIELD COUNTY HOUSING  
AUTHORITY, and  
SCHINDLER ELEVATOR CORP,  
Defendants

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No. 01 - 851 - CD  
JURY TRIAL DEMANDED

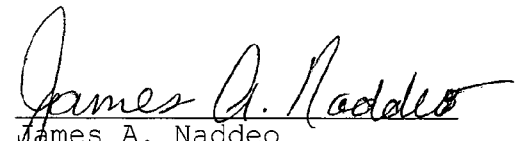
**CERTIFICATE OF SERVICE**

I, James A. Naddeo, Esquire, do hereby certify that a  
certified copy of Answer to Schindler Elevator Corp.'s New Matter  
filed in the above-captioned action was served on the following  
person and in the following manner on the 8th day of October,  
2001:

First-Class Mail, Postage Prepaid

Steven H. Wyckoff, Esquire  
Wyckoff & Newborg  
428 Forbes Avenue  
Suite 220, Lawyers Building  
Pittsburgh, PA 15219

Henry Ray Pope, III, Esquire  
Pope and Drayer  
Ten Grant Street  
Clarion, PA 16214

  
James A. Naddeo  
Attorney for Plaintiff

FILED 2cc Amy added  
OCT 31 2001

*[Signature]*

William A. Shaw  
Prothonotary

**William A. Shaw**  
Prothonotary

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

LLOYD C. HAINES,  
an individual,

Plaintiff

v.

CLEARFIELD COUNTY HOUSING  
AUTHORITY, and  
SCHINDLER ELEVATOR CORP,  
Defendants

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No. 01 - 851 - CD  
JURY TRIAL DEMANDED

**ANSWER TO CLEARFIELD COUNTY HOUSING  
AUTHORITY'S NEW MATTER**

NOW COMES the Plaintiff, LLOYD C. HAINES, and by his attorney, James A. Naddeo, Esquire, sets forth the following Answer to New Matter:

1. Paragraphs 29 purports to be a statement of law to which no answer is required.

2. Paragraph 30 is denied. After reasonable investigation Plaintiff is without knowledge or information to form a belief as to the truth of said averment.

3. Paragraph 31 is denied. After reasonable investigation Plaintiff is without knowledge or information to form a belief as to the truth of said averment.

4. Paragraph 32 is denied. After reasonable investigation Plaintiff is without knowledge or information to form a belief as to the truth of said averment.

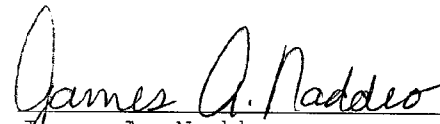
5. Paragraph 33 is denied. After reasonable investigation Plaintiff is without knowledge or information to form a belief as to the truth of said averment.

6. Paragraph 34 states a conclusion to which no answer is required.

7. Paragraph 35 is denied and to the contrary it is alleged that Plaintiff supplied Defendant with all information required pursuant to 42 Pa.C.S.A. §5522, within six months of his accident.

8. Paragraph 36 states a legal conclusion to which no answer is required.

WHEREFORE, Plaintiff respectfully requests relief as set forth in his Complaint.

  
James A. Naddeo  
Attorney for Plaintiff

COMMONWEALTH OF PENNSYLVANIA)

ss.

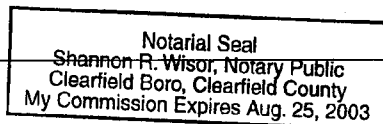
COUNTY OF CLEARFIELD )

Before me, the undersigned officer, personally appeared LLOYD C. HAINES, who being duly sworn according to law, deposes and states that the facts set forth in the foregoing Answer to New Matter are true and correct to the best of his knowledge, information and belief.

Lloyd C Haines  
Lloyd C. Haines

SWORN and SUBSCRIBED before me this 5th day of October, 2001.

Shannon R. Wisor



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

LLOYD C. HAINES,  
an individual,

Plaintiff

v.

CLEARFIELD COUNTY HOUSING  
AUTHORITY, and  
SCHINDLER ELEVATOR CORP,  
Defendants

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No. 01 - 851 - CD  
JURY TRIAL DEMANDED

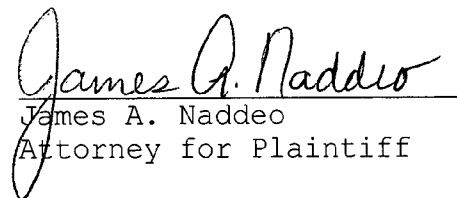
**CERTIFICATE OF SERVICE**

I, James A. Naddeo, Esquire, do hereby certify that a  
certified copy of Answer to Clearfield County Housing Authority's  
New Matter filed in the above-captioned action was served on the  
following person and in the following manner on the 8th day of  
October, 2001:

First-Class Mail, Postage Prepaid

Steven H. Wyckoff, Esquire  
Wyckoff & Newborg  
428 Forbes Avenue  
Suite 220, Lawyers Building  
Pittsburgh, PA 15219

Henry Ray Pope, III, Esquire  
Pope and Drayer  
Ten Grant Street  
Clarion, PA 16214

  
James A. Naddeo  
Attorney for Plaintiff

FILED 2cc Ally Naddi  
OCT 3 4 5 2001  
OCT 08 2001  
William A. Shaw  
Prothonotary

9/11/01

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

LLOYD C. HAINES, an individual

No. 2001-00851-CD

Plaintiff,

vs.

CLEARFIELD COUNTY HOUSING  
AUTHORITY AND SCHINDLER  
ELEVATOR CORP.

Defendants.

**REPLY TO CLEARFIELD  
COUNTY HOUSING  
AUTHORITY NEW MATTER  
PURSUANT TO RULE 2252(d)**

FILED ON BEHALF OF:

SCHINDLER ELEVATOR  
CORPORATION.,  
Defendant.

COUNSEL OF RECORD FOR THIS  
PARTY:

STEVEN H. WYCKOFF, ESQUIRE  
PA I.D. #23669

WYCKOFF & NEWBORG  
Firm #002  
428 Forbes Avenue  
Suite 220 - Lawyers Bldg.  
Pittsburgh, PA 15219

(412) 281-3233

**JURY TRIAL DEMANDED**

**FILED**

OCT 18 2001

m11056/nore  
William A. Shaw  
Prothonotary *WAS*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

LLOYD C. HAINES, an individual,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	No. 2001-00851-CD
	)	JURY TRIAL DEMANDED
	)	
CLEARFIELD COUNTY HOUSING	)	
AUTHORITY AND SCHINDLER	)	
ELEVATOR CORP.,	)	
	)	
Defendant.	)	

**REPLY TO CLEARFIELD COUNTY HOUSING AUTHORITY**  
**NEW MATTER PURSUANT TO RULE 2252(d)**

AND NOW, comes Schindler Elevator Corporation (incorrectly identified as Schindler Elevator Corp.), defendant, by and through its counsel, Wyckoff & Newborg, and Steven H. Wyckoff, Esquire, and herewith files the following Reply to the New Matter Pursuant to Rule 2252(d) filed on behalf of co-defendant, Clearfield County Housing Authority:

1. To the extent that Paragraph 37 of co-defendant's New Matter Pursuant to Rule 2252(d) incorporates Paragraphs 29 through 34 of its New Matter to plaintiff's Complaint, this defendant responds as follows:

29. The allegations set forth in Paragraph 29 of co-defendant's New Matter constitute conclusions of law to which no responsive pleading is required.

30. The allegations of fact set forth in Paragraph 30 of co-defendant's New Matter are admitted except to the extent that it is alleged that the documents attached as Exhibit "A" constitute the contract between the parties since the Exhibit to the Addendum has not been attached and the Certificate attached is not

part of the contract; and, to that extent, the allegations are denied.

31. After reasonable investigation, this defendant lacks sufficient knowledge or information to form a belief as to the truth of the allegations of fact set forth in Paragraph 31 of co-defendant's New Matter and the same are therefore denied.

32. After reasonable investigation, this defendant lacks sufficient knowledge or information to form a belief as to the truth of the allegations of fact set forth in Paragraph 32 of co-defendant's New Matter and the same are therefore denied.

33. After reasonable investigation, this defendant lacks sufficient knowledge or information to form a belief as to the truth of the allegations of fact set forth in Paragraph 33 of co-defendant's New Matter and the same are therefore denied.

34. After reasonable investigation, this defendant lacks sufficient knowledge or information to form a belief as to the truth of the allegations of fact set forth in Paragraph 34 of co-defendant's New Matter and the same are therefore denied.

2. The allegations set forth in Paragraph 38 of co-defendant's New Matter Pursuant to Rule 2252(d) constitute conclusions of law to which no responsive pleading is required. However, to the extent that a responsive pleading may be required of this defendant, this defendant incorporates the Answer, New Matter, New Matter Pursuant to Rule 2252(d) filed on its behalf with the same force and effect as though specifically repleaded and continues to deny any negligence, carelessness, or recklessness on its part and further continues to deny any liability to plaintiff for any sums whatsoever.

3. The allegations set forth in Paragraph 39 of co-defendant's New Matter Pursuant

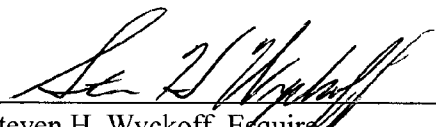
to Rule 2252(d) constitute conclusions of law to which no responsive pleading is required. However, to the extent that a responsive pleading may be required of this defendant, this defendant incorporates by this reference the Answer, New Matter, New Matter Pursuant to Rule 2252(d) filed on its behalf with the same force and effect as though specifically repleaded and continues to deny any liability to plaintiff, either solely, jointly or severally with co-defendant, and further denies any liability over to co-defendant for contribution and/or indemnity.

WHEREFORE, defendant, Schindler Elevator Corporation, continues to deny any liability to plaintiff for any sums whatsoever, either solely, or jointly and severally with co-defendant, and furthers denies any liability over to co-defendant for contribution and/or indemnity.

Respectfully submitted,

WYCKOFF & NEWBORG

By:

  
\_\_\_\_\_  
Steven H. Wyckoff, Esquire  
Suite 220, Lawyers Building  
428 Forbes Avenue  
Pittsburgh, PA 15219  
(412) 281-3233

Re: Lloyd C. Haines v. Clearfield County Housing Authority, Schindler Elevator Corporation

State of New Jersey       }  
                                      }  
County of Morris       } ss:

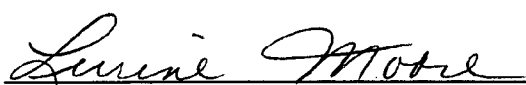
R. Maday, of full age, being duly sworn according to law, upon his oath, deposes and says:

1. I am the Controller, Field Operations of Schindler Elevator Corporation and I am authorized to make this Verification on its behalf.
2. The statements set forth in the foregoing Reply to New Matter Pursuant to Rule 2252(d) Filed By Clearfield County Housing Authority based on information communicated to me by Schindler Elevator Corporation personnel, agents of Schindler Elevator Corporation, counsel for Schindler Elevator Corporation, and information obtained from books and records of Schindler Elevator Corporation, and are true and correct to the best of my knowledge, information and belief.

SCHINDLER ELEVATOR CORPORATION

  
\_\_\_\_\_  
R. Maday  
Controller, Field Operations

Subscribed and sworn to before me  
This 15<sup>th</sup> day of October, 2001.

  
\_\_\_\_\_  
Notary Public  
State of New Jersey

LURINE MOORE  
Notary Public, State of New Jersey  
No. 2029342  
Commission Expires May 28, 2002

**CERTIFICATE OF SERVICE**

I, Steven H. Wyckoff, do hereby certify that a true and correct copy of the foregoing  
REPLY TO CLEARFIELD COUNTY HOUSING AUTHORITY'S NEW MATTER PURSUANT  
TO RULE 2252(d) has been forwarded to all parties designated at the address indicated below by  
first class, U.S. Mail, this 16th day of October, 2001.

James A. Naddeo, Esquire  
211 1/2 E. Locust Street  
P.O. Box 552  
Clearfield, PA 16830

Henry Ray Pope, III, Esquire  
Pope and Drayer  
10 Grant Street  
Clarion, PA 16214

  
\_\_\_\_\_  
STEVEN H. WYCKOFF, ESQUIRE

**William A. Shaw**  
**Prothonotary**

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

LLOYD C. HAINES,  
an individual,

Plaintiff

v.

CLEARFIELD COUNTY HOUSING  
AUTHORITY, and SCHINDLER  
ELEVATOR CORP.,  
Defendants

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No. 01 - 851 - CD  
JURY TRIAL DEMANDED

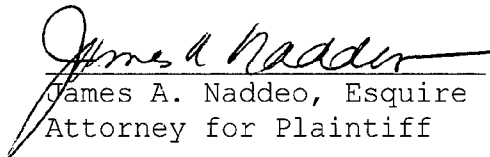
CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, Attorney for Plaintiff, do hereby certify that a true and correct copy of Notice of Deposition of Paul Pecharko and Notice of Deposition of Wes Barnett in the above matter were served on the following persons and in the following manner on this 2nd day of May, 2002:

First-Class Mail, Postage Prepaid

Steven H. Wyckoff, Esquire  
WYCKOSS LAW OFFICES  
428 Forbes Avenue  
Suite 220, Lawyers Building  
Pittsburgh, PA 15219

Henry Ray Pope, III, Esquire  
POPE AND DRAYER  
Ten Grant Street  
Clarion, PA 16214

  
James A. Naddeo, Esquire  
Attorney for Plaintiff

FILED

MAY 02 2002

0/340/26

William A. Shaw  
Prothonotary

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

LLOYD C. HAINES

-vs-

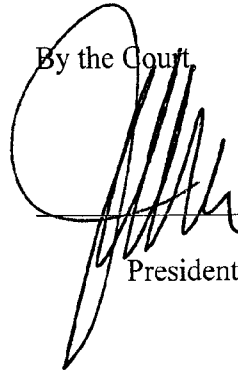
CLEARFIELD COUNTY HOUSING  
AUTHORITY, and SCHINDLER  
ELEVATOR CORP.

No. 01 - 851 - CD

**ORDER**

NOW, this 4<sup>th</sup> day of September, 2002, following status conference into the  
above-captioned matter, it is the ORDER of this Court that all discovery to include all  
depositions of all witnesses to be called at trial, shall be completed within 160 days from date  
hereof.

By the Court,



President Judge

**FILED**

SEP 04 2002

09/11/17/KC atty Nadde

William A. Shaw  
Prothonotary

KC atty Pope

KC atty W. K. G. 2002

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

LLOYD C. HAINES,  
an individual,

Plaintiff

v.

CLEARFIELD COUNTY HOUSING  
AUTHORITY, and SCHINDLER  
ELEVATOR CORP,  
Defendants

No. 01 - 851 - CD  
JURY TRIAL DEMANDED

Type of Pleading:

**CERTIFICATE OF SERVICE**

Filed on behalf of:  
Plaintiff

Counsel of Record for  
this party:

James A. Naddeo, Esq.  
Pa I.D. 06820

211 1/2 E. Locust Street  
P.O. Box 552  
Clearfield, PA 16830  
(814) 765-1601

**FILED**

SEP 26 2002

William A. Shaw  
Prothonotary

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

LLOYD C. HAINES,  
an individual,

Plaintiff

v.

CLEARFIELD COUNTY HOUSING  
AUTHORITY, and SCHINDLER  
ELEVATOR CORP.,  
Defendants

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No. 01 - 851 - CD  
JURY TRIAL DEMANDED

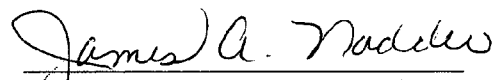
CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, Attorney for Plaintiff, do hereby certify that a true and correct copy of Notice of Taking Deposition of Laurence Rowles and Notice of Taking Deposition of Helen Difelice in the above matter were served on the following persons and in the following manner on this 26th day of September, 2002:

First-Class Mail, Postage Prepaid

Steven H. Wyckoff, Esquire  
WYCKOSS LAW OFFICES  
428 Forbes Avenue  
Suite 220, Lawyers Building  
Pittsburgh, PA 15219

Henry Ray Pope, III, Esquire  
POPE AND DRAYER  
Ten Grant Street  
Clarion, PA 16214

  
James A. Naddeo, Esquire  
Attorney for Plaintiff

FILED <sup>NO</sup> <sup>CC</sup>  
01/10/19  
JUL 20 2019

William A. Shaw  
Prothonotary

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

LLOYD C. HAINES,  
an individual,

Plaintiff

v.

CLEARFIELD COUNTY HOUSING  
AUTHORITY, and SCHINDLER  
ELEVATOR CORP,  
Defendants

No. 01 - 851 - CD  
JURY TRIAL DEMANDED

Type of Pleading:

**PRAECIPE TO SETTLE  
AND DISCONTINUE**

Filed on behalf of:  
Plaintiff

Counsel of Record for  
this party:

James A. Naddeo, Esq.  
Pa I.D. 06820

211 1/2 E. Locust Street  
P.O. Box 552  
Clearfield, PA 16830  
(814) 765-1601

**FILED**

OCT 10 10:58 AM  
OCT 25 2002  
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copy to

William A. Shaw  
Prothonotary

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

LLOYD C. HAINES,  
an individual,

Plaintiff

v.

CLEARFIELD COUNTY HOUSING  
AUTHORITY, and  
SCHINDLER ELEVATOR CORP,  
Defendants

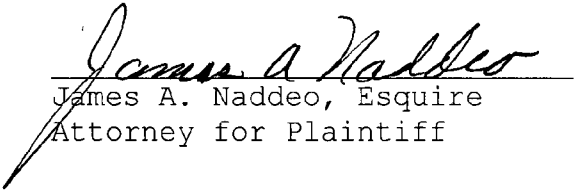
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No. 01 - 851 - CD

**PRAECIPE TO SETTLE AND DISCONTINUE**

To the Prothonotary:

Please mark the above-captioned case settled and  
discontinued.

  
James A. Naddeo, Esquire  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

Lloyd C. Haines

Vs.

No. 2001-00851-CD

Clearfield County Housing Authority  
Schindler Elevator Corp.

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 25, 2002 marked:

Settle and Discontinue

Record costs in the sum of \$259.89 have been paid in full by Attorney.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 25th day of October A.D. 2002.

---

William A. Shaw, Prothonotary