

01-1215-0  
KAY FAMILY LIMITED PARTNERSHIP et al -vs- GERARD J. DUSSAULT  
et al

Date: 10/08/2003

## Clearfield County Court of Common Pleas

User: BANDERSON

Time: 11:57 AM

## ROA Report

Page 1 of 3

Case: 2001-01278-CD

Current Judge: Fredric J. Ammerman

Kay Family Limited Partnership, Bonya Gazza DeGory, LLP vs. Gerard J. Dussault, Marguerite Dussault, Zoe Withey  
Civil Other

Date	Judge
08/08/2001	Filing: Praeclipe for Writ of Summons Paid by: Zimmerman, David M. (attorney for Kay Family Limited Partnership) Receipt number: 1829634 Dated: 08/08/2001 Amount: \$80.00 (Check) Writ of Summons issued to Sheriff and Attorney for service. No Judge ✓
08/20/2001	Sheriff Return, Papers served on Defendant(s). So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm No Judge ✓
10/16/2001	Affidavit of Service, Writ of Summons, on Gerard J. Dussault. Filed by s/David M. Zimmerman, Esq. no cc No Judge ✓
	Affidavit of Service, Writ of Summons, on Marguerite Dussault. Filed by s/David M. Zimmerman, Esq. no cc No Judge ✓
10/17/2001	Filing: Subpoena Paid by: Zimmerman, David M. (attorney for Bonya Gazza & DeGory, LLP) Receipt number: 1832961 Dated: 10/17/2001 Amount: \$9.00 (Check) No Judge ✓
10/24/2001	Praeclipe for Entry of Appearance on behalf of Defendant Withey. Filed by No Judge s/David C. Mason, Esq. no cc ✓
11/13/2001	RULE 4009.22 CERTIFICATE - Prerequisite to Service of a Subpoena. Filed by s/David M. Zimmerman, Esq. no cc No Judge ✓
12/04/2001	COMPLAINT. Filed by s/David M. Zimmerman, Esq. 1 cc to Atty No Judge ✓
01/03/2002	Answer, New Matter and New Matter In The Nature of a Cross-Claim of Defendant Zoe Withey. Filed by s/David C. Mason, Esq. Verification s/Zoe Withey 4 cc Atty Mason No Judge ✓
01/04/2002	Certificate of Service, Answer, New Matter and New Matter In The Nature Of A Cross-Claim Of Defendant Zoe Withey, upon parites of record. Filed by s/David G. Mason, Esq. no cc No Judge ✓
01/18/2002	Plaintiffs' Reply to Defendant Zoe Withey's New Matter. Filed by s/David M. Zimmerman, Esq. Verification. s/Stanley P. DeGory Cert of Svc 1 cc to Atty Zimmerman No Judge ✓
02/04/2002	Filing: Praeclipe/List For Arbitration Paid by: Zimmerman, David M. (attorney for Bonya Gazza & DeGory, LLP) Receipt number: 1837663 Dated: 02/04/2002 Amount: \$20.00 (Check) Praeclipe for Arbitration, filed by s/David M. Zimmerman, Esq. No CC Copy to C/A No Judge ✓
	Filing: Judgment Paid by: Zimmerman, David M. (attorney for Bonya Gazza & DeGory, LLP) Receipt number: 1837696 Dated: 02/04/2002 Amount: \$20.00 (Check) Praeclipe for Default Judgment, filed by s/David M. Zimmerman Judgment is entered in favor of Plaintiff Kay Family Limited Partnership and against Defendants Gerard J. and Marguerite Dussault ONLY in an amount to be determined based on the damages to be assessed at a trial. Notice to the Defendants Dussault ✓
04/05/2002	Filing:Praeclipe for Entry of Judgment In Favor of Zoe Withey and Against Gerald J. and Marguerite Dussault Paid by: Mason, David C. (attorney for Withey, Zoe) Receipt number: 1840665 Dated: 04/05/2002 Amount: \$20.00 1 (Check) 1 cc each Defendant, Notice to each Def. No Statement No Judge
04/09/2002	Filing: Subpoena Paid by: Zimmerman, David M. (attorney for Bonya Gazza & DeGory, LLP) Receipt number: 1840911 Dated: 04/09/2002 Amount: \$15.00 (Check) No Judge ✓
04/22/2002	Letters Mailed from CA Office scheduling Arbitration hearing set for Monday, June 10, 2002, at 10:30 a.m., filed. No Judge

Dated:

Deputy Prothonotary

pros may be entered against you.

matter within twenty (20) days from service hereof, or a judgment of non

YOU ARE HEREBY RULED to file a Complaint in the above-captioned

TO:

RULE TO FILE COMPLAINT

NO.

VS.

IN THE COURT OF COMMON PLEASES OF CLEAVERFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

Date: 10/08/2003

## Clearfield County Court of Common Pleas

User: BANDERSON

Time: 11:57 AM

## ROA Report

Page 2 of 3

Case: 2001-01278-CD

Current Judge: Fredric J. Ammerman

Kay Family Limited Partnership, Bonya Gazza DeGory, LLP vs. Gerard J. Dussault, Marguerite Dussault, Zoe Withey  
Civil Other

Date	Judge
06/10/2002	No Judge ✓
	Oath or Affirmation of Arbitrators, filed. Award of Arbitrators, Now, this 10th day of June, 2002, Verdict in favor Plaintiffs against Zoe Withey and Gerald Dussault and Marguerite Dussault in the amount of \$6,848.16. Verdict in favor of Withey against Dussaults in the amount of \$6,848.16. s/Carl A. Belin, Jr., Esq., Chairman s/Barbara J. Hugney-Shope, Esq. I would concur with the result of Plaintiff v. Defendants. However, I would enter Judgment in Withey vs. Dussault in the amount of \$9,174.26, being the amount of the 3rd mortgage on date of closing. This would assume that the Dussault's would pay the mortgage with Withey suffering actual damages. s/Theron G. Noble, Esq. Entry of Award, Witness My Hand and the Seal of the Court, William A. Shaw, Prothonotary
07/09/2002	No Judge ✓
	Filing: Notice of Appeal From Award of Board of Arbitration, filed by Atty. Mason. Paid by: Withey, Zoe (defendant) Receipt number: 1845225 Dated: 07/09/2002 Amount: \$150.00 (Check) 4 Cert. to Atty. (copy to C/A) Certificate of Service, filed 4 cert. to Atty. Served copy of Notice of Appeal from Award of Arbitration upon David Zimmerman, Esq. and Gerard J. Dussault. s/ David Mason, Esq.
08/02/2002	Fredric J. Ammerman ✓
08/15/2002	Fredric J. Ammerman ✓
11/07/2002	Fredric J. Ammerman ✓
11/18/2002	Fredric J. Ammerman ✓
12/18/2002	Fredric J. Ammerman
07/08/2003	Fredric J. Ammerman ✓
07/28/2003	Fredric J. Ammerman ✓
	Petition For An Order Of Court Directing Defendant Zoe Withey To Consummate The November 13, 2002 Settlement Between Defendant Zoe Withey and Bonya, Gazza & Defory, LLP, Or Be Held In Indirect Civil Contempt Of Court And Liable For Counsel Fees. Filed by s/David Zimmerman, Esquire Verifications s/David M. Zimmerman, Esquire Certificate of Service 1 cc Atty Zimmerman

OFFICIAL NOTE: This form of subpoena shall be used whenever a subpoena is issued, including hearings in connection with depositions and before arbitrators, masters, commissioners, etc. in compliance with Pa.R.C.P. No. 234.1. If a subpoena for production of documents, records or things is desirous, complete paragraph 2.

### Deputy

Seal of the Court

DATE:

## Protohnotary/Clerk, Civil Division

BY THE COURT:

SUPREME COURT ID #

TELEPHONE:

---

ADDRESS: \_\_\_\_\_

**ADDRESS:**

NAME: \_\_\_\_\_

• 444

ISSUED BY A PARTY/COUNSEL IN COMPLIANCE WITH PA.R.C.P. NO. 234.2(a)

limited to costs, attorney fees and imprisonment.

If you fail to attend or to produce the documents or things required by this subpoena, you may be subject to the sanctions authorized by Rule 234.5 of the Pennsylvania Rules of Civil Procedure, including but not by the Pennsylvania Rules of Civil Procedure, including but not

2. And bring with you the following:

In the above case, and to remain until excused.

at \_\_\_\_\_ o'clock, \_\_\_\_\_ M., to testify on behalf of

at \_\_\_\_\_, \_\_\_\_\_ County, Pennsylvania, on

(Specify courtroom or other place)

1. You are ordered by the court to come to

三〇三

SUBPOENA TO ATTEND AND TESTIFY

222

• ON

COUNTY OF CLEAREFIELD  
COMMONWEALTH OF PENNSYLVANIA

Date: 10/08/2003

**Clearfield County Court of Common Pleas**

User: BANDERSON

Time: 11:57 AM

ROA Report

Page 3 of 3

Case: 2001-01278-CD

Current Judge: Fredric J. Ammerman

Kay Family Limited Partnership, Bonya Gazza DeGory, LLP vs. Gerard J. Dussault, Marguerite Dussault, Zoe Withey  
Civil Other

Date	Judge
08/05/2003	ORDER OF COURT, AND NOW, this 4th day of August, 2003, re: Plaintiffs' Petition for an Order of Court Directing Defendant Zoe Withey to Consummate the November 13, 2002 Settlement Between Defendant Zoe Withey and Bonya Gazza & DeGory, LLP or be Held in Indirect Contempt of Court and Liable for Counsel Fees, it is hereby ORDERED that a Hearing on this matter is scheduled for Sept.17,2003, at 1:00 p.m. by the Court, s/FJA,J. 1 cc Atty Zimmerman
08/20/2003	ORDER, AND NOW, this 19th day of August, 2003, re; Hearing rescheduled from Sept.7, 2003 to Monday , October 13, 2003, at 1:30 p.m. by the Court, s/FJA,J. 1 cc Atty Zimmerman, Dussaults, and Withey

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

KAY FAMILY LIMITED )  
PARTNERSHIP, and )  
BONYA GAZZA & DEGORY, LLP, ) NO. 01-1078-CD C.D. 2001  
)  
Plaintiffs ) CIVIL ACTION - LAW  
vs. )  
)  
GERARD J. DUSSAULT and )  
MARGUERITE DUSSAULT, )  
husband and wife, and )  
ZOE WITHEY, ) TYPE OF PLEADING:  
)  
Defendants ) Praeclipe for Writ of Summons  
)  
) FILED ON BEHALF OF:  
)  
Plaintiffs )  
)  
)  
COUNSEL OF RECORD )  
FOR THIS PARTY:  
)  
David M. Zimmerman  
PA I.D. #62496  
Bonya Gazza & DeGory, LLP  
134 South Sixth Street  
Indiana, PA 15701  
(412) 465-5535

1  
FILED  
AUG 08 2001  
William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

KAY FAMILY LIMITED )  
PARTNERSHIP, and )  
BONYA GAZZA & DEGORY, LLP, ) NO. \_\_\_\_\_ C.D. 2001  
)  
Plaintiffs ) CIVIL ACTION - LAW  
vs. )  
)  
GERARD J. DUSSAULT and )  
MARGUERITE DUSSAULT, )  
husband and wife, and )  
ZOE WITHEY, )  
)  
Defendants )

PRAECIPE

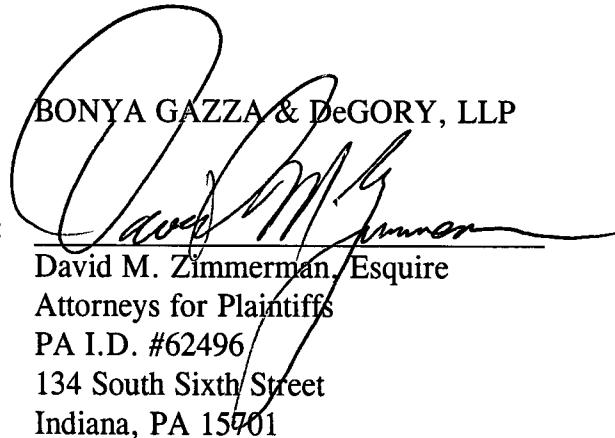
TO THE PROTHONOTARY:

Please issue a Writ of Summons against Gerard J. Dussault and Marguerite Dussault, husband and wife, and Zoe Withey, Defendants in the above-referenced action.

August 7, 2001  
Date

By:

BONYA GAZZA & DeGORY, LLP

  
David M. Zimmerman, Esquire  
Attorneys for Plaintiffs  
PA I.D. #62496  
134 South Sixth Street  
Indiana, PA 15701  
(724) 465-5535

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA  
NO. C.D. 2001

KAY FAMILY LIMITED  
PARTNERSHIP and  
BONYA GAZZA & DeGORY, LLP,

Plaintiffs

vs.

GERARD J. DUSSAULT and  
MARGUERITE DUSSAULT,  
husband and wife, and  
ZOE WITHEY,

Defendants

PRAECLipe

FILED Atty pd.  
AUG 08 2001 80.00  
2 (White Long) to Atty  
William A. Shaw | Whit (Long) to Sheriff  
Prothonotary |  
(2 time stamped copies of  
Praeclipe to Atty)

BONYA GAZZA & DeGORY, LLP  
ATTORNEYS AT LAW  
134, SOUTH SIXTH STREET  
INDIANA, PENNSYLVANIA 15701

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

COPY

**SUMMONS**

**Kay Family Limited Partnership  
Bonya Gazza & DeGory, LLP**

Vs.

**NO.: 2001-01278-CD**

**Gerard J. Dussault  
Marguerite Dussault  
Zoe Withey**

TO:    **GERARD J. DUSSAULT  
MARGUERITE DUSSAULT  
ZOE WITHEY**

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: 08/08/2001

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William A. Shaw  
Prothonotary

Issuing Attorney:

David M. Zimmerman  
134 South Sixth Street  
Indiana, PA 15701

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

Sheriff Docket # 11345

KAY FAMILY LIMITED PARTNERSHIP BONYA GAZZA & DEGORY

01-1278-CD

VS.

DUSSAULT, GERARD J. AI

**SUMMONS**

**SHERIFF RETURNS**

**NOW AUGUST 9, 2001 AT 3:10 PM DST SERVED THE WITHIN SUMMONS ON ZOE WITHEY, DEFENDANT AT SHERIFF'S OFFICE, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO ZOE WITHEY A TRUE AND ATTESTED COPY OF THE ORIGINAL SUMMONS AND MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: SHULTZ**

**Return Costs**

<b>Cost</b>	<b>Description</b>
-------------	--------------------

**19.34 SHFF. HAWKINS PAID BY: ATTY.**

**10.00 SURCHARGE PAID BY: ATTY.**

**FILED**

**AUG 20 2001**

**010:47 am**

**William A. Shaw**

**Prothonotary**

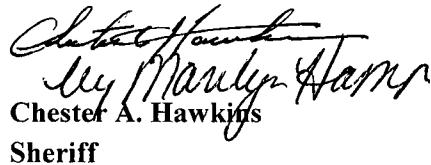
**Sworn to Before Me This**

**20th Day Of August 2001**



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

**So Answers,**

  
**Chester A. Hawkins**  
Sheriff

BONYA, GAZZA & DEGORY, LLP

ATTORNEYS AT LAW

134 SOUTH SIXTH STREET

INDIANA, PENNSYLVANIA 15701

CERTIFIED COPY

---

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

KAY FAMILY LIMITED )  
PARTNERSHIP, and )  
BONYA GAZZA & DEGORY, LLP, ) NO. 01278 C.D. 2001  
)  
Plaintiffs ) CIVIL ACTION - LAW  
vs. )  
)  
GERARD J. DUSSAULT and )  
MARGUERITE DUSSAULT, )  
husband and wife, and )  
ZOE WITHEY, )  
)  
Defendants )  
COMMONWEALTH OF PENNSYLVANIA )  
:ss  
COUNTY OF INDIANA )

**FILED**

OCT 1 6 2001

William A. Shaw  
Prothonotary

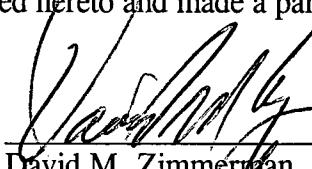
**AFFIDAVIT OF SERVICE**

I, David M. Zimmerman, depose and say that I am an associate attorney with Bonya Gazza & DeGory, LLP and that I served a Writ of Summons in the above matter on Defendant Gerard J. Dussault at his last known address, by Certified Mail, Return Receipt Requested, Restricted Delivery, postage prepaid, addressed to "Mr. Gerard J. Dussault, 1089 River Road, Weare, NH 03281." The original Certified Mail Sender's Receipt and executed Return Receipt Card indicating that the Notice was signed for and received by Defendant Gerard J. Dussault are attached hereto and made a part hereof.

Dated: October 15, 2001

Sworn to and subscribed before me  
this 15<sup>th</sup> day of October, 2001.

Karen J. Hritz  
Notary Public

  
\_\_\_\_\_  
David M. Zimmerman  
PA I.D. #62496  
134 South Sixth Street  
Indiana, PA 15701  
(724) 465-5535

NOTARIAL SEAL  
Karen J. Hritz, Notary Public  
Indiana County, Indiana, PA  
My Commission Expires Oct. 27, 2001

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

Mr. Gerard J. Dussault  
1089 River Road  
Weare, NH 03281

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly) B. Date of Delivery

C. Signature



9/7/01

 Agent  
 Addressee

D. Is delivery address different from item 1?

If YES, enter delivery address below:

 Yes  
 No

## 3. Service Type

<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

## 4. Restricted Delivery? (Extra Fee)

 Yes

## 2. Article Number (Copy from service label)

7000 1670 0001 0181 3384

PS Form 3811, July 1999

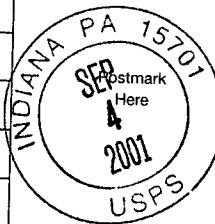
Domestic Return Receipt

102595-00-M-0952

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

**OFFICIAL USE**

Postage	\$ .34
Certified Fee	2.10
Return Receipt Fee (Endorsement Required)	1.50
Restricted Delivery Fee (Endorsement Required)	3.20
Total Postage & Fees	\$ 7.14



Sent To  
 Mr. Gerard J. Dussault  
 Street, Apt. No. or P.O. Box No.  
 1089 River Road  
 City, State, ZIP+4  
 Weare, NH 03281

PS Form 3800, May 2000

See Reverse for Instructions

BONYA, GAZZA & DEGORY, LLP

ATTORNEYS AT LAW

134 SOUTH SIXTH STREET

INDIANA, PENNSYLVANIA 15701

CERTIFIED COPY

---

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

KAY FAMILY LIMITED )  
PARTNERSHIP, and )  
BONYA GAZZA & DEGORY, LLP, ) NO. 01278 C.D. 2001  
)  
Plaintiffs ) CIVIL ACTION - LAW  
vs. )  
)  
GERARD J. DUSSAULT and )  
MARGUERITE DUSSAULT, )  
husband and wife, and )  
ZOE WITHEY, )  
)  
Defendants )  
COMMONWEALTH OF PENNSYLVANIA )  
:ss ) William A. Shaw  
COUNTY OF INDIANA ) Prothonotary

FILED

OCT 1 6 2001

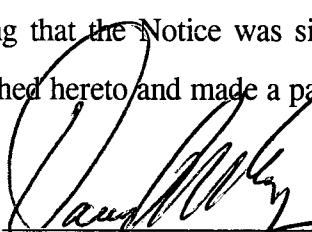
AFFIDAVIT OF SERVICE

I, David M. Zimmerman, depose and say that I am an associate attorney with Bonya Gazza & DeGory, LLP and that I served a Writ of Summons in the above matter on Defendant Marguerite Dussault at her last known address, by Certified Mail, Return Receipt Requested, Restricted Delivery, postage prepaid, addressed to "Mrs. Marguerite Dussault, 1089 River Road, Weare, NH 03281." The original Certified Mail Sender's Receipt and executed Return Receipt Card indicating that the Notice was signed for and received by Defendant Marguerite Dussault are attached hereto and made a part hereof.

Dated: October 15, 2001

Sworn to and subscribed before me  
this 15<sup>th</sup> day of October, 2001.

Karen J. Hritz  
Notary Public

  
\_\_\_\_\_  
David M. Zimmerman  
PA I.D. #62496  
134 South Sixth Street  
Indiana, PA 15701  
(724) 465-5535



**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mrs. Marguerite Dussault  
1089 River Road  
Weare, NH 03281

2. Article Number (Copy from service label)

7000 1670 0001 0181 3317

PS Form 3811, July 1999

Domestic Return Receipt

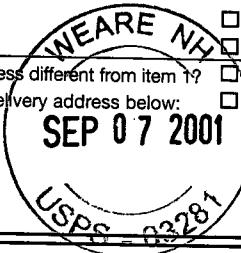
102595-00-M-0952

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly) B. Date of Delivery

Marguerite Dussault 19/9/01

C. Signature

 Agent  
 AddresseeD. Is delivery address different from item 1?  Yes  
 NoIf YES, enter delivery address below:  
SEP 07 2001

3. Service Type

 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)

 Yes

<b>U.S. Postal Service</b> <b>CERTIFIED MAIL RECEIPT</b> <i>(Domestic Mail Only; No Insurance Coverage Provided)</i>											
<b>OFFICIAL USE</b>											
3317 0001 0181 1670 7000	<table border="1"><tr><td>Postage</td><td>\$ .34</td></tr><tr><td>Certified Fee</td><td>2.10</td></tr><tr><td>Return Receipt Fee (Endorsement Required)</td><td>1.50</td></tr><tr><td>Restricted Delivery Fee (Endorsement Required)</td><td>3.20</td></tr><tr><td>Total Postage &amp; Fees</td><td>\$ 7.14</td></tr></table>	Postage	\$ .34	Certified Fee	2.10	Return Receipt Fee (Endorsement Required)	1.50	Restricted Delivery Fee (Endorsement Required)	3.20	Total Postage & Fees	\$ 7.14
Postage	\$ .34										
Certified Fee	2.10										
Return Receipt Fee (Endorsement Required)	1.50										
Restricted Delivery Fee (Endorsement Required)	3.20										
Total Postage & Fees	\$ 7.14										
<p>Sent To: Mrs. Marguerite Dussault Street, Apt. No., or P.O. Box No. 1089 River Road City, State, ZIP+4 Weare, NH 03281</p>											
<small>PS Form 3800, May 2000</small> <small>See Reverse for Instructions</small>											

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

## CIVIL ACTION - LAW

KAY FAMILY LIMITED  
PARTNERSHIP, and  
EONYA GAZZA & DeGORY, LLP,

**Plaintiff**

V.S.

GERARD J. DUSSAULT and  
MARGUERITE DUSSAULT,  
husband and wife, and  
ZOE WITHEY

Defendant

No. 01278 C. D. 2001

## CIVIL ACTION - LAW

TYPE OF PLEADING  
PRAECIPE FOR ENTRY  
OF APPEARANCE

FILED ON BEHALF OF:  
DEFENDANT:  
ZOE WITHEY

ATTORNEY FOR DEFENDANT:  
David C. Mason, Esquire  
Supreme Court ID #39180  
DAVID C. MASON LAW OFFICE  
P.O. Box 28  
Philipsburg, PA 16866  
(814) 342-2240

**FILED**

OCT 24 2001

William A. Shaw  
Prothonotary

CONFIDENTIAL  
BY TELETYPE  
TO WIRELESS

1000-1010-1010

CONFIDENTIAL BY TELETYPE

CONFIDENTIAL BY TELETYPE

CONFIDENTIAL BY TELETYPE

CONFIDENTIAL BY TELETYPE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

## CIVIL ACTION - LAW

KAY FAMILY LIMITED  
PARTNERSHIP, and  
BONYA GAZZA & DeGORY, LLP,

**Plaintiff**

No. 01278 C. D. 2001

vs.

GERARD J. DUSSAULT and  
MARGUERITE DUSSAULT,  
husband and wife, and  
ZOE WITHEY

## Defendant

## CIVIL ACTION - LAW

## **PRAECIPE FOR ENTRY OF APPEARANCE**

TO THE PROTHONOTARY OF SAID COURT:

Kindly enter my appearance on the behalf of the above named, Zoe Withey  
Defendant.

## DAVID C. MASON LAW OFFICE

DATED: 10/23/01

By: David C. Mason  
David C. Mason, Esquire  
Attorney for Defendant

BONYA, GAZZA & DEGORY, LLP

ATTORNEYS AT LAW

134 SOUTH SIXTH STREET

INDIANA, PENNSYLVANIA 15701

CERTIFIED COPY

01/26/2011

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

KAY FAMILY LIMITED )  
PARTNERSHIP, and )  
BONYA GAZZA & DEGORY, LLP, ) NO. 01278 C.D. 2001  
)  
Plaintiffs ) CIVIL ACTION - LAW  
vs. )  
)  
GERARD J. DUSSAULT and )  
MARGUERITE DUSSAULT, )  
husband and wife, and )  
ZOE WITHEY, )  
)  
Defendants )

**FILED**

NOV 13 2001

William A. Shaw  
Prothonotary

**RULE 4009.22 CERTIFICATE -**

**PREREQUISITE TO SERVICE OF A SUBPOENA**

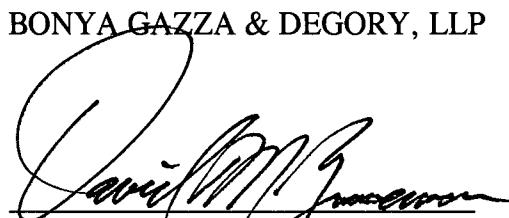
As a prerequisite to service of a subpoena for documents and things pursuant to Rule 4009.22, Plaintiff Bonya Gazza & DeGory, LLP certifies that:

1. A notice of intent to serve the subpoena with a copy of the subpoena attached thereto was mailed or delivered to each party on October 18, 2001, which is at least twenty days prior to the date on which the subpoena is sought to be served;
2. A copy of the notice of intent, including the proposed subpoena, is attached to this certificate;
3. No objection to the subpoena has been received; and
4. The subpoena which will be served is identical to the subpoena which is attached to the notice of intent to serve the subpoena.

BONYA GAZZA & DEGORY, LLP

Date: November 9, 2001

By:

  
David M. Zimmerman  
PA I.D. #62496  
134 South Sixth Street  
Indiana, PA 15701  
(724) 465-5535

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

KAY FAMILY LIMITED )  
PARTNERSHIP, and )  
BONYA GAZZA & DEGORY, LLP, ) NO. 01278 C.D. 2001  
 )  
Plaintiffs ) CIVIL ACTION - LAW  
vs. )  
 )  
GERARD J. DUSSAULT and )  
MARGUERITE DUSSAULT, )  
husband and wife, and )  
ZOE WITHEY, )  
 )  
Defendants )

**NOTICE OF INTENT TO SERVE A SUBPOENA**

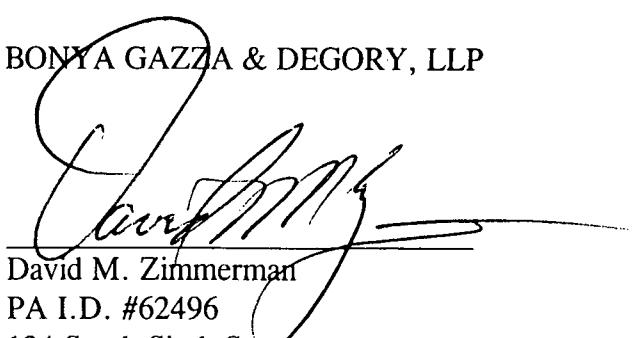
**TO PRODUCE DOCUMENTS AND THINGS**  
**FOR DISCOVERY PURSUANT TO RULE 4009.21**

Plaintiff Bonya Gazza & DeGory, LLP intends to serve a subpoena identical to the one that is attached to this notice. You have twenty (20) days from the date listed below in which to file of record and serve upon the undersigned an objection to the subpoena. If no objection is made, the subpoena may be served.

Date: October 18, 2001

By:

BONYA GAZZA & DEGORY, LLP

  
David M. Zimmerman  
PA I.D. #62496  
134 South Sixth Street  
Indiana, PA 15701  
(724) 465-5535

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

Kay Family Limited Partnership  
Bonya Gazza & DeGory, LLP  
Plaintiff(s)

Vs. \*  
Gerard J. Dussault and \*  
Marguerite Dussault, husband  
and wife and Zoe Withey  
Defendant(s)

No. 2001-01278-CD

COPY

SUBPOENA TO PRODUCE DOCUMENTS OR THINGS FOR DISCOVERY PURSUANT TO RULE  
4009.22

TO: Clearfield Bank & Trust Company  
(Name of Person or Entity)

Within twenty (20) days after service of this subpoena, you are ordered by the Court to produce the following documents or things: SEE ATTACHED  
By sending such documents to David M. Zimmerman, 134 South Sixth Street,  
Indiana, PA, 15701  
(Address)

You may deliver or mail legible copies of the documents or produce things requested by this subpoena, together with the certificate of compliance, to the party making this request at the address listed above. You have the right to seek in advance the reasonable cost of preparing the copies or producing the things sought.

If you fail to produce the documents or things required by this subpoena within twenty (20) days after its service, the party serving this subpoena may seek a court order compelling you to comply with it.

THIS SUBPOENA WAS ISSUED AT THE REQUEST OF THE FOLLOWING PERSON:

NAME: David M. Zimmerman  
ADDRESS: 134 South Sixth Street  
Indiana, PA 15701  
TELEPHONE: (724) 465-5535  
SUPREME COURT ID # PA-62496  
ATTORNEY FOR: Plaintiffs

BY THE COURT:

William A. Shaw  
Prothonotary/Clerk, Civil Division

DATE: Wednesday, October 17, 2001  
Seal of the Court

Deputy



ATTACHMENT TO SUBPOENA TO  
CLEARFIELD BANK & TRUST COMPANY

Copies of the following documents pertaining to each outstanding secured loans from Clearfield Bank & Trust Company to Gerard J. Dussault and/or Marguerite Dussault, including the loan pertaining to Clearfield Bank & Trust Company Account No. 502936C:

1. The note or other evidence of indebtedness through which the loan was made;
2. The mortgage or other document by which the loan was secured;
3. The history of interest and principal payments; and
4. The three most recent loan account statements or other documents reflecting the principal amount owed.

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

KAY FAMILY LIMITED	)	01-1278 - CD NO 00409 C.D. 2001
PARTNERSHIP, and	)	
BONYA GAZZA & DEGORY, LLP,	)	
	)	
Plaintiffs	)	CIVIL ACTION - LAW
VS.	)	
	)	
GERARD J. DUSSAULT and	)	
MARGUERITE DUSSAULT,	)	
husband and wife, and	)	
ZOE WITHEY,	)	
	)	
Defendants	)	

TO: **GERARD J. DUSSAULT,  
MARGUERITE DUSSAULT, and  
ZOE WITHEY**

**N O T I C E**

You have been sued in court. If you wish to defend against the Counterclaims set forth in the following pages, you must take action within twenty (20) days after this Document is served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the Counterclaims set forth against you. You are warned that if you fail to do so the case may proceed without you and the court may enter a judgment against you without further notice for any money claimed in the Counterclaim or for any other claim or relief requested by the Counterclaim 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 Courthouse  
Second & Market Streets  
Clearfield, PA 16830  
(814) 765-2641 Ext. 50-51  
IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

**FILED**

DEC 04 2001

112:30 AM  
William A. Shaw  
Prothonotary  
1 CENT TO ATT  
GDS

KAY FAMILY LIMITED	)	
PARTNERSHIP, and	)	
BONYA GAZZA & DEGORY, LLP,	)	NO 00409 C.D. 2001
	)	
Plaintiffs	)	CIVIL ACTION - LAW
vs.	)	
	)	
GERARD J. DUSSAULT and	)	
MARGUERITE DUSSAULT,	)	
husband and wife, and	)	
ZOE WITHEY,	)	
	)	
Defendants	)	

### COMPLAINT

AND NOW, come the plaintiffs, Kay Family Limited Partnership and Bonya Gazza & DeGory, LLP, who by and through their counsel, David M. Zimmerman, Esquire, file a complaint against Defendants Gerard J. Dussault, Marguerite Dussault and Zoe Withey, averring as follows:

1. Plaintiff Bonya Gazza & DeGory, LLP ("Bonya Gazza & DeGory") is a law firm and a Pennsylvania Limited Liability Partnership with an address of 134 South Sixth Street, Indiana, Pennsylvania 15701.

2. Plaintiff Kay Family Limited Partnership is a partnership with an address of 655 Philadelphia Street, Indiana, Pennsylvania, 15701.

3. Defendants Gerard J. Dussault and Marguerite Dussault (the "Dussaults") are individuals who are husband and wife and former residents of Clearfield County with a current address of 1089 River Road, Weare, New Hampshire, 03281.

4. Defendant Zoe Withey ("Ms. Withey") is an individual and a resident of Clearfield County with an address of R.R. 1, Box 488, Olanta, Pennsylvania, 16863.

5. By deed dated April 25, 1996 and recorded in the Clearfield County Register & Recorders Office at Deed Book Volume 1753, Page 63, the Dussaults were vested with title to property located in Clearfield County with an address of Main Street, Box 184, Maheffey, Pennsylvania, 15757 and identified by the Clearfield County Tax Assessment Office as Parcel Number of C11-302-00001 (the "Property"). A true and correct copy of the deed is attached hereto as Exhibit "A."

6. In August 1999, the Dussaults and Leo Kay, a general partner in the Kay Family Limited Partnership, entered into a written agreement (the "Sales Agreement") by which the Dussaults agreed to sell the Property to Mr. Kay for \$64,000.00. A true and correct copy of the Sales Agreement is attached hereto as Exhibit "B."

7. Shortly after the Sales Agreement was executed, Leo Kay and the Kay Family Limited Partnership retained Bonya Gazza & DeGory, LLP to represent them in purchasing the Property.

8. In August or September 1999, Bonya Gazza & DeGory made arrangements for Ms. Withey to provide it with a report on the title to the Property, including the identification of all outstanding judgments, mortgages, liens and other encumbrances on the Property.

9. On or about September 2, 1999, Ms. Withey provided Bonya Gazza & DeGory with a written title report regarding the property (the "Title Report"). A true and correct copy of the Title Report is attached hereto as Exhibit "C."

10. The Title Report failed to identify and/or disclose to Bonya Gazza & DeGory a record lien in the nature of a mortgage on the Property in favor of the Clearfield Bank & Trust Company (the "Outstanding Mortgage"), which mortgage is recorded in the Clearfield County Register & Recorders Office at Mortgage Book Volume 1894, page 547. A true and correct copy of the Outstanding Mortgage is attached hereto as Exhibit "D."

11. The Outstanding Mortgage serves as security for a line of credit through which the Dussaults borrowed money from the Clearfield Bank & Trust Company.

12. Between September 10, 1999 and September 17, 1999, Bonya Gazza & DeGory prepared and provided to J. Kipp Lukehart, the attorney representing the Dussaults in the sale of the Property, a proposed HUD-1 Uniform Settlement Statement that set forth the disposition of the purchase funds. A true and correct copy of the HUD-1 is attached hereto as Exhibit "E."

13. Because the Outstanding Mortgage had not been disclosed to Bonya Gazza & DeGory, a payoff on the Outstanding Mortgage was not included on the HUD-1.

14. Plaintiffs believe and therefore aver that the Dussaults reviewed and approved the HUD-1 before or at the time of the closing on the transaction.

15. The closing on the purchase of the Property by the Kay Family Limited Partnership occurred on September 17, 2001.

16. The Dussaults conveyed the property to the Kay Family Limited Partnership by general warranty deed dated September 10, 1999 and recorded in the Clearfield County Register & Recorders Office at Deed Book Volume as Instrument #199915528 (the "Dussault Deed"). A true and correct copy of the deed is attached hereto as Exhibit "F."

17. In connection with a mortgage that the Kay Family Limited Partnership obtained from S&T Bank in purchasing the Property, Bonya Gazza & DeGory issued an Attorney's Certificate of Title by which it 1) certified to the Kay Family Limited Partnership and S&T Bank that good and marketable title to the Property vested in the Kay Family Limited Partnership as a result of the Dussault Deed, 2) certified to the Kay Family Limited Partnership and S&T Bank that the mortgage from the Kay Family Limited Partnership to the S&T Bank was a first lien on the Property, and 3) agreed to indemnify the Kay Family Limited Partnership and S&T Bank for losses attributable to the issuance of the Certificate of Title. A true and correct copy of the Attorney's Certificate of Title is attached hereto as Exhibit "G."

18. At the time of the closing, the Dussaults owed the Clearfield Bank & Trust Company a debt under the line of credit secured by the Outstanding Mortgage.

19. It is believed and therefore averred that the amount of the debt at the time of the closing was between \$7,000 and \$10,000.

20. The debt under the line of credit was and remains a lien on the property.

21. Since the closing, the Dussaults have been requested to pay off the debt under the line of credit secured by the Outstanding Mortgage, but they have failed and refused to do so.

#### COUNT I

##### **Bonya Gazza & DeGory, LLP vs. Zoe Withey (Breach of Contract)**

22. Paragraphs 1 through 21 above are included herein by reference.

23. Ms. Withey entered into a contract with Bonya Gazza & DeGory by which she agreed to identify and disclose to Bonya Gazza & DeGory all outstanding judgments, mortgages, liens and other encumbrances on the Property.

24. By failing to identify and disclose to Bonya Gazza & DeGory the Outstanding Mortgage, Ms. Withey breached the contract.

25. In breaching the contract, Ms. Withey became and remains liable to Bonya Gazza & DeGory in the amount of the debt the Dussaults owe Clearfield Bank & Trust Company.

26. The amount of Bonya Gazza & DeGory's damages, exclusive of interest and costs, is \$20,000 or less and therefore does not exceed the jurisdictional amount for Compulsory Arbitration under Clearfield County Local Rule 1301.

WHEREFORE, Plaintiff Bonya Gazza & DeGory, LLP requests judgment against Defendant Zoe Withey for less than \$20,000, plus interest and costs.

## COUNT II

### **Bonya Gazza & DeGory, LLP vs. Zoe Withey (Negligence)**

27. Paragraphs 1 through 26 above are included herein by reference.

28. In providing Bonya Gazza & DeGory with a title report, Ms. Withey had a duty to Bonya Gazza & DeGory to undertake a title and lien search with reasonable care and skill and to identify and disclose to Bonya Gazza & DeGory with reasonable care and skill all outstanding liens of record.

29. By failing to identify and/or disclose to Bonya Gazza & DeGory the Outstanding Mortgage, Ms. Withey breached the aforementioned duty to Bonya Gazza & DeGory.

30. As a result of the breach of duty, Ms. Withey became and remains liable to Bonya Gazza & DeGory in the amount of the debt the Dussaults owe Clearfield Bank & Trust Company.

31. The amount of Bonya Gazza & DeGory's damages, exclusive of interest and costs, is \$20,000 or less and therefore does not exceed the jurisdictional amount for Compulsory Arbitration under Clearfield County Local Rule 1301.

WHEREFORE, Plaintiff Bonya Gazza & DeGory, LLP requests judgment against Defendant Zoe Withey for less than \$20,000, plus interest and costs.

### **COUNT III**

#### **Kay Family Limited Partnership vs. Gerard J. Dussault and Marguerite Dussault (Breach of Sales Agreement)**

32. Paragraphs 1 through 31 above are included herein by reference.

33. Pursuant to Paragraph 10(A) of the Sales Agreement, the Dussaults agreed to convey the Property free and clear of all liens, encumbrances, and easements.

34. As a result of the Outstanding Mortgage, the Dussaults have failed to convey the Property free and clear of all liens, encumbrances, and easements.

35. By failing to convey the Property free and clear of all liens, encumbrances, and easements, the Dussaults have breached the Sales Agreement.

36. In breaching the Sales Agreement, the Dussaults became and remain liable to the Kay Family Limited Partnership in the amount of the debt they owe the Clearfield Bank & Trust Company.

37. The amount of the Kay Family Limited Partnership's damages, exclusive of interest and costs, is \$20,000 or less and therefore does not exceed the jurisdictional amount for Compulsory Arbitration under Clearfield County Local Rule 1301.

WHEREFORE, Plaintiff Kay Family Limited Partnership requests judgment against Defendants Gérard J. Dussault and Marguerite Dussault for less than \$20,000, plus interest and costs.

### **COUNT IV**

#### **Kay Family Limited Partnership vs. Gerard J. Dussault and Marguerite Dussault (Breach of General Warranty)**

38. Paragraphs 1 through 37 above are included herein by reference.

39. Pursuant to the general warranty deed by which the Dussaults conveyed the Property to the Kay Family Limited Partnership, the Dussaults provided express and implied warranties or covenants, including a covenant against encumbrances, that the property was being conveyed without any outstanding adverse titles, charges, burdens or interests, including mortgages.

40. The existence of the Outstanding Mortgage at the closing, the Dussaults' failure to disclose the Outstanding Mortgage, and the Dussaults' conveyance of the Property without satisfying the Outstanding Mortgage or providing a credit to the purchase price for the Kay Family Partnership to satisfy it, constitute breaches of warranties or covenants under the general warranty deed, including the covenant against encumbrances.

41. In breaching the warranties or covenants, the Dussaults became and remain liable to the Kay Family Limited Partnership in the amount of the debt they owe the Clearfield Bank & Trust Company.

42. The amount of the Kay Family Limited Partnership's damages, exclusive of interest and costs, is \$20,000 or less and therefore does not exceed the jurisdictional amount for Compulsory Arbitration under Clearfield County Local Rule 1301.

WHEREFORE, Plaintiff Kay Family Limited Partnership requests judgment against Defendants Gerard J. Dussault and Marguerite Dussault for less than \$20,000, plus interest and costs.

COUNT V

**Kay Family Limited Partnership vs. Gerard J. Dussault and Marguerite Dussault  
(Fraud)**

43. Paragraphs 1 through 42 above are included herein by reference.

44. Before and at the time of the closing, the Dussaults knew of the Outstanding Mortgage and that they owed a debt to the Clearfield Bank & Trust Company under the line of credit secured by it.

45. Upon reviewing the HUD-1, the Dussaults knew that the debt was not set forth on the HUD-1, that it would not be paid off from the purchase funds and that the Outstanding Mortgage would remain on the Property after the closing.

46. Despite their knowledge that the debt would not be paid off from the purchase funds and that the lien would remain on the Property after the closing, the Dussaults failed to disclose the existence of the mortgage or the debt to their attorney, the Kay Family Limited Partnership or Bonya Gazza & DeGory and proceeded to expressly or impliedly approve the HUD-1 and accept the proceeds from the purchase as set forth thereon.

47. The Dussaults knew or should have known that the Kay Family Limited Partnership and/or Bonya Gazza & DeGory were relying on the HUD-1 in tendering to the Dussaults or their attorney the proceeds from the purchase as set forth on the HUD-1 and in otherwise closing on the property.

48. The Kay Family Limited Partnership and/or Bonya Gazza & DeGory relied on the HUD-1, and the Dussaults' failure to disclose the Outstanding Mortgage or the debt relating to it, in tendering the proceeds as set forth on the HUD-1 and in otherwise closing on the Property.

49. The Dussaults thereby intentionally and fraudulently conveyed the Property knowing that they were not conveying it free and clear of all liens, encumbrances, and easements and otherwise in breach of the warranties or covenants of title.

50. As a result of their fraudulent conduct, the Dussaults are liable to the Kay Family Limited Partnership for the amount of the debt they owe the Clearfield Bank & Trust Company, as well as attorneys fees and costs.

51. The amount of the Kay Family Limited Partnership's damages, exclusive of interest and costs, is \$20,000 or less and therefore does not exceed the jurisdictional amount for Compulsory Arbitration under Clearfield County Local Rule 1301.

WHEREFORE, Plaintiff Kay Family Limited Partnership requests judgment against Defendants Gerard J. Dussault and Marguerite Dussault for less than \$20,000, plus interest, costs and attorneys fees.

**COUNT VI**

**Kay Family Limited Partnership vs. Gerard J. Dussault and Marguerite Dussault  
(Punitive Damages)**

52. Paragraphs 1 through 51 above are included herein by reference.

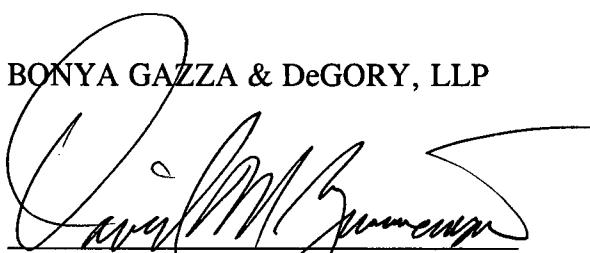
53. The Dussaults knowingly, willingly and fraudulently failed to disclose the Outstanding Mortgage and the debt related to it.

54. The Dussaults' actions constitute intentional, willful, and/or malicious conduct done with reckless indifference and wanton disregard for the rights and interests of the Kay Family Limited Partnership.

55. The Kay Family Limited Partnership is entitled to, and requests, an award of punitive damages.

56. The amount of the Kay Family Limited Partnership's damages, exclusive of interest and costs, is \$20,000 or less and therefore does not exceed the jurisdictional amount for Compulsory Arbitration under Clearfield County Local Rule 1301.

WHEREFORE, Plaintiff Kay Family Limited Partnership requests judgment against Defendants Gerard J. Dussault and Marguerite Dussault for less than \$20,000, plus interest, costs, punitive damages and attorneys fees.

By:   
BONYA GAZZA & DeGORY, LLP  
David M. Zimmerman, Esquire  
Attorneys for Plaintiffs  
PA I.D. #62496  
134 South Sixth Street  
Indiana, PA 15701  
(724) 465-5535

**VERIFICATION**

I, Stanley P. DeGory, a partner in the law firm of Bonya Gazza & DeGory, LLP, verify that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S.A. §4904 relating to unsworn falsification to authorities.



Stanley P. DeGory

Date: December 2, 2001

**THIS DEED**

MADE the 25th day of April, in the year nineteen hundred and ninety-six (1996) BETWEEN ANNA EYER, a single individual, of Mahaffey, Clearfield County, Pennsylvania, party of the first part, hereinafter referred to as the GRANTOR,

A N D

GERARD J. DUSSAULT and MARGUERITE DUSSAULT, husband wife, as tenants by the entireties, of Mahaffey, Clearfield County, Pennsylvania, parties of the second part, hereinafter referred to as the GRANTEEES,

WITNESSETH, That in consideration of Thirty-three Thousand and 00/100 (\$33,000.00) Dollars, in hand paid, the receipt whereof is hereby acknowledged, the said grantor does hereby grant and convey to the said grantees, their heirs, successors and assigns,

ALL that certain lot or piece of ground situate in the Borough of Mahaffey, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post corner of alley and East Main Street; thence along said street North twenty-five (25) degrees thirty (30) minutes West, a distance of fifty (50) feet to the corner of Lot Number 13; thence by line of Lot Number 13, North sixty-four (64) degrees thirty (30) minutes East, a distance of one hundred fifty (150) feet to an alley; thence along said alley South twenty-five (25) degrees thirty (30) minutes East, a distance of fifty (50) feet to an alley; thence by said alley South fifty-four (54) degrees thirty (30) minutes West, a distance of one hundred fifty (150) feet to Main Street, and the place of beginning. BEING Lot Number 12, East Side.

RESERVING nonetheless out of the above-described lot, along the south side adjoining the alley, a strip of ground twenty-one (21) feet wide and one hundred fifty (150) feet in length for street purposes.

ALSO one other lot or piece of ground situated in the same Borough in the East side and bounded and described as follows:

BEGINNING at the Southwest corner of Lot Number 12 on Main Street; thence along main Street, North twenty-five (25) degrees thirty (30) minutes West, thirty-nine (39) feet to the



VOL 1753 PAGE 64

corner of Lot Number 14, formerly owned by A.B. Mosser; thence by line of Lot Number 14, North sixty-four (64) degrees thirty (30) minutes East, a distance of one hundred fifty (150) feet to an alley; thence along said alley South twenty-five (25) degrees thirty (30) minutes East, a distance of thirty-nine (39) feet to the corner of Lot Number 12; thence by the line of Lot Number 12, South sixty-four (64) degrees thirty (30) minutes West, a distance of one hundred fifty (150) feet to Main Street and the place of beginning. KNOWN as Lot Number 13-East Side.

BEING the same premises as was conveyed to the Grantor herein by Deed of G. Gaye Zold, single dated May 10, 1985 and entered for record in the Recorder's Office of Clearfield County in Deed & Records Book Volume 1011, Page 563.

TOGETHER with all and singular ways, waters, water courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, use, trust, property, possession, claim and demand whatsoever of Grantors in law, equity, or otherwise, howsoever, of, in, to, or out of the same.

TO HAVE AND TO HOLD the said Grantors hereditaments and premises hereby granted and released, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, his heirs, successors and assigns, to and for the only proper use and behoof of the said Grantee and assigns, forever.

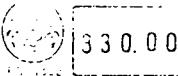
I hereby CERTIFY that this document is recorded in the Recorder's Office of Clearfield County, Pennsylvania.

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 1:30 PM 4-25-96  
BY FD AGENT  
FEES 13.50  
Karen L. Starch, Recorder



Karen L. Starch  
Recorder of Deeds

COMMONWEALTH OF PENNSYLVANIA  
CLEARFIELD COUNTY RECORDER



330.00

PURCHASE LING SCHOOL DISTRICT

117 REALTY INC. ....

AMOUNT \$ 330.00

PAID 4-25-96 KAREN L. STARCH  
Date Agent

## NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:

*Leonard J. Guenard  
Marguerite Guenard*

This 25<sup>th</sup> day of April, 1946.

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This Notice is set forth pursuant to Act No. 255, approved September 10, 1965, as amended.)

VOL 1753 PAGE 66

The said Grantor will SPECIALLY WARRANT the property hereby conveyed.

IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal, the day and  
year first above-written.

Sealed and delivered in  
the presence of:

Anna Eyer  
ANNA EYER

#### CERTIFICATE OF RESIDENCE

I hereby certify that the precise residence of the grantees herein is as follows:

R.R. #1, Box 1-0  
Mahaffey, PA 15757

R. Denning Gearhart  
R. Denning Gearhart, Esquire

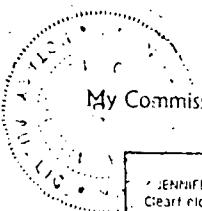
COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF CLEARFIELD :  
: ss:  
:

On this, the 25th day of April, 1996, before me, the undersigned officer,  
a Notary Public, personally appeared ANNA EYER, known to me, or satisfactorily proven,  
to be the person whose name is subscribed to the within instrument, and acknowledged that  
he executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

My Commission Expires: \_\_\_\_\_

Jennifer A. Cutler  
Notary Public



Entered of Record April 25 1996, 11:20 AM Karen L. Stark, Recorder

## AGREEMENT FOR THE SALE OF COMMERCIAL REAL ESTATE

Commercial  
S & C 1989C

## AGENT FOR SELLER

Howard Hanna Allegheny  
232 West Mahoning Street  
Pittsburgh, PA 15287

PA. LICENSED BROKER

## SUBAGENT FOR SELLER

PA. LICENSED BROKER

THIS AGREEMENT, this 19th day of August A.D. 1999

1. PRINCIPALS: Between Gerard and Marguerite Dossault

with mailing address of Main St. Box 184 Mahaffey, PA  
M Zip Code 15757 Phone # 814-277-4504, hereinafter called Seller,  
and Kay Family Limited Partnership

with mailing address of 665 Philadelphia Street Indiana, Pa  
\* Zip Code 15701 Phone # 724-465-9130, hereinafter called Buyer.

2. PROPERTY: Seller hereby agrees to sell and convey to Buyer, who hereby agrees to purchase:  
ALL THAT CERTAIN lot or piece of ground with buildings and improvements thereon erected, if any, known as:  
Main St. PO Box 184

in the Town of Mahaffey County of Clearfield  
State of PA Zip Code 15757

Zoning Classification: none

Failure of this agreement to contain the zoning classification (except in cases where the property (and each parcel thereof, if subdividable) is zoned solely or primarily to permit single-family dwellings) shall render this agreement voidable at the option of the Buyer, and, if voided, any deposits tendered by the Buyer shall be returned to the Buyer without any requirement for court action.

Tax Parcel No. C11-302-00001 Deed Book 1753 Page No. 0063

## 3. TERMS:

(A) Purchase Price sixty-four thousand \$64,000

U.S. Dollars

to be paid to the Seller by the Buyer as follows:

(1) Cash or check at signing this agreement: \$ 1,000(2) Cash or check to be paid on or before: September 20 19 99 \$ (3)  \$ (4)  \$ (5) Cash or certified check at time of settlement: \$ 63,000TOTAL PRICE \$ 64,000(B) Written approval of Seller to be on or before: August 27 19 99(C) Settlement to be made on or before: September 20 19 99

(D) Conveyance from Seller will be by fee simple deed of special warranty.

(E) Transfer taxes will be paid by 50/50 buyer/seller

(F) The following shall be apportioned pro-rata as of and at time of settlement: taxes as levied and assessed, rents, interest on mortgage assumptions, water and sewer rents, lienable municipal services, and condominium fees, if any.

## 4. STATUS OF WATER AND SEWER: Seller warrants that this property is served by:

 public water  well water  public sewer  septic system

Seller further warrants that these systems are fully paid for as of the date of this Agreement.

## 5. POSSESSION AND TENDER:

(A) Possession is to be delivered by deed, keys and physical possession to a vacant building (if any) free of debris at day and time of settlement, or by deed and assignment of existing lease(s) at time of settlement if premises are tenant occupied, unless otherwise specified herein.

If tenant occupied, Buyer will acknowledge the existing lease(s) by initialing it (them) at the time of signing this Agreement of Sale and by attaching it (them) hereto.

(B) Seller will not modify or extend any existing leases or enter into any new or additional leases for the premises without the express written consent of the Buyer.

(C) Formal tender of an executed deed and purchase money is hereby waived.

(D) Buyer reserves the right to make a pre-settlement inspection of the subject property.

6. ITEMS OF PERSONALITY: The following items are included in this sale and purchase price: stove, refrigerator  
dishwasher, washer/dryer, microwave, ceiling fans, window blinds

Seller hereby warrants that he/she will deliver good title to all of the articles described in this paragraph and any other fixtures or items of property specifically scheduled and to be included in this sale.

## 7. SPECIAL CLAUSES:

\* sale is contingent upon buyer accepting the appraisal for value

\* buyer has received a copy of sellers disclosure and is buying in "as is" condition  
waiving all inspections

EXHIBIT

Blumberg No. 5008

Pennsylvania Association of  
REALTORS®

The Voice for Real Estate in Pennsylvania

RIGHT PENNSYLVANIA ASSOCIATION OF REALTORS® 1989  
COPIES: WHITE-SELLER; YELLOW-AGENT; PINK-BUYER; BLUE-MORTGAGEE;  
GOLD-CONTRACT; GREEN-BUYER'S COPY AT TIME OF SIGNING 406

## 8. PROPERTY DEFECTS DISCLOSURE:

(A) Owner represents and warrants that Owner has no knowledge except as noted in this Agreement:

- (1) That the premises have been contaminated by any substance in any manner which requires remediation;
- (2) That the property contains wet lands, flood plains, or any other environmentally sensitive areas, development of which is limited or precluded by law, any law or regulation; and
- (3) That the property contains asbestos, polychlorinated biphenyls, lead-based paint or any other substance, the removal or disposal of which is subject to any law or regulation; and
- (4) That any law has been violated in the handling or disposing of any material or waste or the discharge of any material into the soil, air, surface water, or ground water.

(B) Seller and Buyer acknowledge that Broker:

- (1) Is a licensed real estate broker;
- (2) Is not an expert in construction, engineering, or environmental matters, and
- (3) Has not made and shall not make any representations or warranties nor conduct investigations of the environmental condition or suitability of the property or any adjacent property, including whether:

  - (a) The premises have been contaminated by any substance in any manner that requires remediation;
  - (b) The property contains wet lands, flood plains, or any other environmentally sensitive areas, the development of which is limited or precluded by law;
  - (c) The property contains asbestos, polychlorinated biphenyls, lead-based paint or any other substance, the removal or disposal of which is subject to any law or regulation; and
  - (d) Any law has been violated in the handling or disposing of any material or waste or the discharge of any material into the soil, air, surface water, or ground water, except as noted in this Agreement.

(C) Seller agrees to indemnify and to hold Agent harmless from and against all claims, demands, or liabilities, including attorney fees and court costs, which arise from or are related to the environmental condition or suitability of the property prior to, during, or after Seller's occupation of the property including without limitation any:

  - (1) Contamination of the property as defined in paragraph 8(A)(1);
  - (2) Presence of any environmentally sensitive areas on the property as defined in paragraph 8(A)(2);
  - (3) Presence on the property of any substances which are the subject of paragraph 8(A)(3); or
  - (4) Violation of the law as described in paragraph 8(A)(4).

(D) The provisions of this Section shall survive the performance of this Agreement.

## 9. NOTICES &amp; ASSESSMENTS:

(A) Seller represents, as of the acceptance date of this Agreement, that no public improvement assessments have been made against the premises which remain unpaid and that no notice by any government or public authority has been served upon the Seller or anyone on the Seller's behalf, including notices relating to violations of zoning, building, safety, or fire ordinances which remain uncorrected unless otherwise specified herein.

(B) Any notice of improvements or assessments received on or before the date of Seller's acceptance of this Agreement, unless improvements consist of sewer or water lines not in use, shall be the responsibility of the Seller; any notice received thereafter shall be the responsibility of the Buyer.

(C) If req fired by law, Seller shall deliver to Buyer, on or before settlement, a certification from the appropriate municipal department or departments disclosing notice of any uncorrected violation of zoning, building, safety, or fire ordinances.

(D) Buyer is advised that access to a public road may require issuance of a highway occupancy permit from the Department of Transportation.

## 10. TITLE AND COSTS:

(A) The premises are to be conveyed free and clear of all liens, encumbrances, and easements, with the exception of existing building restrictions, ordinances, easements of roads, easements visible upon the ground, and privileges or rights of public service companies. The title to the subject property shall be good and marketable and such as will be insurable by a reputable Title Insurance Company at the regular rate.

(B) In the event the Seller is unable to give a good and marketable title and such as will be insurable by a reputable Title Insurance Company, Buyer shall either take such title as the Seller can give without abatement of price or pay to the Seller all monies that Buyer has paid to Seller on account of the purchase price including reimbursement for the items specified in paragraphs 10(C) items (1), (2), (3), and 10(D). In the event neither party shall have further liability or obligation, and this Agreement shall become VOID and all copies will be returned to Seller's Agent for cancellation.

(C) The Buyer will pay for the following:

- (1) The premium for mechanics lien insurance and/or title search, or fee for cancellation of same;
- (2) The premium for flood insurance and/or fire insurance with extended coverage, insurance binder charges, or cancellation fee;
- (3) Appraisal fees and charges paid in advance to mortgage lender;
- (4) Buyer's normal settlement costs and expenses.

(D) Any survey or surveys required by the Title Insurance Company or the abstracting attorney for the preparation of an adequate legal description of the premises or the correction thereof, shall be secured and paid for by the Seller. Any survey or surveys desired by the Buyer or required by his/her mortgage lender shall be secured and paid for by the Buyer.

11. DEPOSIT AND RECOVERY FUND: Deposits, regardless of the form of payment and the person designated as payee, shall be paid to Agent for the Seller who shall retain them in an escrow account until consummation or termination of this Agreement in conformity with all applicable laws and regulations. Agent for the Seller may, at his or her sole option, hold any uncashed check tendered as deposit, pending the acceptance of this offer. In the event of litigation for the return of deposit monies, Agent for the Seller will distribute the monies pursuant to a final order of court or the written agreement of the parties. Buyer and Seller agree that, in the event the Agent and/or Subagent are joined in litigation for the return of deposit monies, the Agent's and/or Subagent's attorney fees and costs will be paid by the party joining the Agent or Subagent.

A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real estate licensee owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658.

## 12. MAINTENANCE AND RISK OF LOSS:

(A) Seller shall maintain the property, and any personal property specified herein, in its present condition, normal wear and tear excepted.

(B) Seller shall promptly notify the Buyer if, at any time prior to the time of settlement, all or any portion of the property is condemned, destroyed, or damaged in full or in any way whatsoever.

(C) Seller shall bear risk of loss from fire or other causes until time of settlement. In the event that damage to any property included in this sale is not repaired or replaced prior to settlement, Buyer shall have the option of rescinding this Agreement and receiving all monies paid on account or of accepting the property in its then condition together with the proceeds of any insurance recovery obtained by Seller. Buyer is hereby notified that he/she may insure his/her equitable interest in this property as of the time this Agreement is accepted.

13. DEFAULT TIME OF THE ESSENCE: The time for settlement and all other times referred to for the performance of any of the obligations of this Agreement are hereby agreed to be the essence. Should the Buyer:

(A) Fail to make any additional payments as specified in paragraph 3; or

(B) Furnish false or incomplete information to the Seller, the Seller's Agent, or the mortgage lender, concerning the Buyer's legal or financial status, or fail to cooperate in the processing of the mortgage loan application, which acts would result in the failure to obtain the approval of a mortgage loan commitment; or

(C) Violate or fail to fulfill any other terms or conditions of this Agreement, then in such case, all deposit monies and other sums paid by the Buyer on account of the purchase price, whether required by the Agreement or not, may be retained by the Seller: (1) On account of the purchase, or (2) As monies to be applied in the Seller's damages, or (3) As liquidated damages for such breach as the Seller may elect. In the event that the Seller elects to retain the monies as liquidated damages, the Seller shall be released from all liabilities or obligations and this Agreement shall be VOID and all copies will be returned to the Seller's Agent for cancellation.

14. AGENT(S): It is expressly understood and agreed between the parties that the named Agent, Broker, and any Subagent, Broker and their salespeople, employees, officers and/or partners, are Agent(s) for the Seller not the Buyer, however, the Agent(s) may perform services for the Buyer in connection with financing, insurance and document preparation.

15. RECORDING: This Agreement shall not be recorded in the Office of the Recorder of Deeds or in any other office or place of public record. If Buyer causes or permits this Agreement to be recorded, Seller may elect to treat such act as a breach of this Agreement.

16. ASSIGNMENT: This Agreement shall be binding upon the parties, their respective heirs, personal representatives, guardians and successors, and, to the extent assignable, on the assigns of the parties hereto. It is expressly understood, however, that the Buyer shall not transfer or assign this Agreement without the written consent of the Seller.

## 17. REPRESE STATIONS:

(A) In entering into this Agreement, Buyer has not relied upon any representations, claim, advertising, promotional activities, brochures or plans of any kind made by Seller, Agents or their employees unless expressly incorporated or stated in this Agreement.

(B) It is understood that Buyer has inspected the property, or hereby waives the right to do so, and has agreed to purchase it in its present condition. Buyer acknowledges that the Agents have not made an independent examination or determination of the structural soundness of the property, the age or condition of the components, environmental conditions, the permitted uses, or conditions existing in the locale where the property is situated; nor have they made a mechanical inspection of any of the systems contained therein.

(C) It is further understood that this agreement contains the whole agreement between Seller and Buyer and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise of any kind whatsoever concerning this sale. Furthermore, this agreement shall not be altered, amended, changed, or modified except in writing executed by the parties.

## BUYER'S APPROVAL:

WITNESS

WITNESS

BUYER

BUYER

VOLUNTARY TRANSFER OF CORPORATE ASSETS: The undersigned acknowledges that he/she is authorized by the Board of Directors to sign this Agreement on behalf of the Seller corporation and that this sale does not constitute a sale, lease, or exchange of all or substantially all the property and assets of the corporation, such as would require the authorization or consent of the shareholders pursuant to 17 P.S. Section 1511.

SELLER'S ACCEPTANCE: Seller hereby accepts the above contract thus

27, day of January AD 1999WITNESS Ellen J. Henne

WITNESS

AGENT BY:

SELLER Howard Henne  
SELLER by agent Ellen J. Henne

ZOE WITHEY  
Title Abstracting  
Clearfield County Courthouse

Remit Payment to:

R.R. 1, Box 488  
Olanta, PA 16863  
(814) 236-2532

Courthouse:  
(814) 765-3869

Fax (814) 765-1989

Services Rendered:

Sept. 2, 1999

Gerald J. Dussault

Map #13-C11-302-1

Search and Copies <sup>50</sup> \$ 115.00

Any questions, please call,

Thank you

Zoe



Mahaffey, Bar.

Map #13 C11-302-1

ITEMS to Note  
Map #13-C11-302-1

NO Judgements, Liens, Sec. trans or Delinquent taxes

2 OPEN Mortgages - Dussault

1. NBSC BANK Vol. 1253-67  
Dated 4-25-96  
Rec. 4-25-96  
Principal amount \$33,000.00

2. NBSC BANK Vol. 1253-73  
Dated April 25, 1996  
Rec. April 25, 1996  
Credit limit \$3,300.00

A. Misc - Eyer

1209-167 Mahaffey Boro Municipal Authority 12-14-87 Right of Way

Estates:

Mary McKage sold D.O.D. 4-25-1928  
Will Book 36-171

John A. McKage

D.O.D. 4-3-72

**MORTGAGE**

VOL 1894 PG. 547

THIS MORTGAGE is made this 4th day of December 19 97 between Gerard J. & Marguerite Dussault  
of P O Box 184, Mahaffey, PA 15757  
(whether one or more persons called "Owner") and

CLEARFIELD BANK & TRUST CO., Clearfield, Pennsylvania 16830

, (called "Lenders")

WHEREAS, Gerald J. & Marguerite Dussault (called "Lender"),  
has been granted a Home Equity Line of Credit Account (called the "Account") by Lender with a Credit Limit of \$10,000.00  
as evidenced by an Account Agreement (called the "Agreement") dated December 4, 1987.

WHEREAS, Lender is obligated under the terms of the Agreement to make advances to B

WHEREAS, Borrower has agreed to repay such obligation/advances to Lender.

NOW, THEREFORE, in consideration of the above premises and in order to secure to Lender the repayment of all amounts, with interest thereon, advanced to Borrower in accordance with the terms of the Agreement, the payment of all amounts, with interest thereon, advanced to Borrower by Lender up to the amount of the Credit Limit; and

in accordance with the terms of the Agreement, the payment of all sums, with interest thereon, advanced Mortgage, the performance of all covenants contained in the Agreement and this Mortgage, and all extensions, renewals, modifications and amendments of the Agreement, Owner does hereby mortgage, grant and convey to Lender all of the following described real estate, together with all improvements now or hereafter erected, and all easements, rights and appurtenances thereto:

14. Counter erected, and all easements, rights and appurtenances thereon, located at: Borough, Mahaffey  
PO Box 184

Owner and Lender covenant and agree as follows:

1. **THIS IS AN ADVANCE MONEY MORTGAGE —** It is expressly understood and agreed that this Mortgage secures, *inter alia*, certain obligatory loans and advances to be made from time to time by Lender to Borrower pursuant to the Agreement, which future advances are secured by this Mortgage as if made on the date hereof.
2. Owner and Borrower warrant and represent to Lender that Owner owns and is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record.
3. Borrower shall promptly pay to Lender interest, principal and any other sums due under the Agreement, in accordance with the terms of the Agreement.
4. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any prior mortgage or security agreement. The proceeds of such award may, at Lender's option, be used to pay the outstanding amount under the Agreement secured by this Mortgage.
5. Except for any notice required under applicable law to be given in another manner, (a) any notice to Owner provided for in this Mortgage shall be given by delivering it personally or by mailing such notice by certified mail, addressed to Owner at the address of the Property or at such other address as Owner may designate by notice to Lender as provided herein; and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other mailing address as Lender may designate by notice to Owner as provided herein. If notice is given by certified mail, it shall be deemed to have been given on the date of mailing.
6. Owner will not sell, give, transfer, or encumber the Property or any right in the Property, in whole or in part, without Lender's prior written permission.
7. Mortgagor shall be in default under this Mortgage if Mortgagor breaks any promise or fails to perform any duties contained in this Mortgage or in the Agreement.
8. Upon default, Mortgagee, after notice required by law or in the Agreement, may take any action allowed by law or under the terms of the Agreement or this Mortgage.
9. Any extension of time for payment or reduction of the amount due under the Agreement which is granted by Lender to Borrower shall not operate to release in any manner any other Borrower or Owner under the terms of the Agreement or this Mortgage. Any forbearance by Lender in exercising any right or remedy under this Mortgage or otherwise afforded by applicable law shall not be a waiver of or preclude the exercise of any such right or remedy.
10. Lender's rights and remedies under this Mortgage shall be cumulative and the exercise of any one or more of these rights shall not preclude the exercise of any other rights or remedies specifically granted in this Mortgage or permitted by law.
11. The covenants and agreements herein contained shall bind and the rights hereunder shall inure to the respective successors and assigns of the parties. If more than one Owner signs this Mortgage, their obligations shall be joint and several.
12. As additional security hereunder, Owner hereby assigns to Lender the rents of the Property, provided that Owner shall, prior to the declaration of an Event of Default, have the right to collect and retain such rents as they become due and payable.
13. The State and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Agreement are declared to be severable.
14. Owner agrees that any interest payable after a judgment is entered, or on additional sums advanced, shall be at the same rate as is stated in the Agreement. PROVIDED, nevertheless, that should Lender's obligations to make advances to Borrower pursuant to the terms of the Agreement be terminated, and provided furthermore, that should Borrower pay in full all sums secured by this Mortgage, then, upon written demand of Owner, Lender shall, within 10 days, either satisfy this Mortgage or record or deliver a written release of this Mortgage to Owner.

IN WITNESS WHEREOF, each Owner has hereunto set hand and seal the day and year first above written.

WITNESS

John Johnson  
John Johnson

SAVONSIUMER.COM/100000

1. Grand Dessert  
Owner  
\* Mosquit Dessert

— (SEA) —

(SEAL)

**EXHIBIT**

VOL 1884 PAGE 548

This is an Advance Money Mortgage securing an Open-End Line of Credit upon which Borrower may obtain loans from time to time, even after an existing balance is paid in full. Any request by Borrower, or by anyone on Borrower's behalf, that the account be terminated prior to its maturity date, if any, must be in writing and signed by all Borrowers.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE  
UNDER OTHER MORTGAGES

Owner and Lender request the holder of any mortgage or other encumbrance on the Property to notify Lender, at the address set forth below, of any default, sale or foreclosure action that pertains to the Property or Lender's interest therein.

I hereby certify that the precise address of the Lender (Mortgagee) is:

On behalf of Lender.

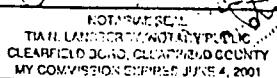
By: *Karen J. Johnson* Title: Branch Manager  
COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF Clearfield SS

On this, the 4th day of December 1997, before me, Tia N. Lansberry, known to me (or satisfactorily proven) the undersigned officer, personally appeared Gerard J. & Marguerite Dussault, known to me (or satisfactorily proven) to be the person(s) whose name(s) are they, subscribed as Owner to the within Instrument and acknowledged executed the same for the purposes herein contained and desired it to be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal. My Commission Expires:

*Tia N. Lansberry*  
Title of Officer



COMMONWEALTH  
OF  
PENNSYLVANIA  
Loan No.  
Mortgage

TO

COMMONWEALTH  
OF PENNSYLVANIA  
)  
COUNTY OF  
)  
) ss:

Recorded on this

of 19, A.D. 19, in

the Recorder's Office of Said County, in Mortgage

Book, Vol. 1, Page 1

Given under my hand and seal of the said

Office, the day and year aforesaid.

Recorder

RESIDENTIAL MORTGAGE ADDENDUM

VOL 1894 PAGE 549

**Environmental Hazards.**

Borrower agrees that Borrower:

1. Shall not generate, transfer, store, dispose of, or permit or suffer to be generated, transferred, stored or disposed of hazardous or toxic waste in, upon, or under the Property except in strict accordance with federal and Pennsylvania laws, rules, regulations and permits; and,
2. Shall reimburse the Lender on demand, for all costs expended by the Lender or which the Lender is required to pay to any governmental agency or otherwise for environmental audits, studies, inspections, cleanup, removal, or transportation with respect to or from the Property of hazardous or toxic wastes;
3. Borrower provides Lender access to the property at all times to perform its due diligence;
4. Shall not discharge or release or permit or suffer to be discharged or released hazardous or toxic substances in, upon, or under any land or soil which is included in the Property in such a way that such substances become discharged or released upon any such land or soil;
5. Shall comply with all orders or decrees now or hereafter issued by any federal, state or local governmental agency concerning the generation, transfer, storage or disposal of hazardous or toxic substances or the discharge or release of the same in, on, under or from the Property or requiring the cleanup or elimination of hazardous or toxic substances in, upon, under, or from the Property;
6. Shall promptly reimburse any federal or state governmental agency which has expended funds or incurred costs or expenses for environmental audit, study or inspection of the Property or for cleanup, removal or elimination of hazardous or toxic substances in, upon or under the Property;
7. Where permits are issued or required by any federal or state agency related to or with respect to the Property, the Borrower shall submit annual reports to the Lender showing compliance with such permits; and,
8. Shall report or submit to the Lender promptly: (a) any request received by the Borrower for information, inquiry, investigation, notice or violation, administrative order, penalty assessment, suit, or directive from any federal, state or local agency concerning the Property and toxic or hazardous substances, environmental pollution, health risk or safety risk at the Property, and (b) notice of any suit brought by any person or entity alleging any environmental damage or threat, nuisance, non-compliance or health or safety risk related to the Property.
9. Any violation authorizes Lender to cancel any commitment to advance funds under any note secured by this mortgage, to accelerate any amounts outstanding on this note, or any other note, or allow for foreclosure to be instituted immediately.

VOL 1894 PAGE 550

Exhibit A

BEGINNING at a post corner of alley and East Main Street; thence along said street North twenty-five (25) degrees thirty (30) minutes West, a distance of fifty (50) feet to the corner of Lot Number 13; thence by line of Lot Number 13, North sixty-four (64) degrees thirty (30) minutes East, a distance of one hundred fifty (150) feet to an alley; thence along said alley South twenty-five (25) degrees thirty (30) minutes East, a distance of fifty (50) feet to an alley; thence by said alley South fifty-four (54) degrees thirty (30) minutes West, a distance of one hundred fifty (150) feet to Main Street, and the place of beginning. BEING

RESERVING nonetheless out of the above-described lot, along the south side adjoining the alley, a strip of ground twenty-one (21) feet wide and one hundred fifty (150) feet in length for street purposes.

ALSO one other lot or piece of ground situated in the same Borough in the East side and bounded and described as follows:

BEGINNING at the Southwest corner of Lot Number 12 on Main Street; thence along main Street, North twenty-five (25) degrees thirty (30) minutes West, thirty-nine (39) feet to the

corner of Lot Number 14, formerly owned by A.B. Mosser; thence by line of Lot Number 14, North sixty-four (64) degrees thirty (30) minutes East, a distance of one hundred fifty (150) feet to an alley; thence along said alley South twenty-five (25) degrees thirty (30) minutes East, a distance of thirty-nine (39) feet to the corner of Lot Number 12; thence by the line of Lot Number 12, South sixty-four (64) degrees thirty (30) minutes West, a distance of one hundred fifty (150) feet to Main Street and the place of beginning. KNOWN

I hereby CERTIFY that this document is recorded in the Recorder's Office of Clearfield County, Pennsylvania.



*Karen L. Starck*

Karen L. Starck  
Recorder of Deeds

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 1:30 AM 12-17-97  
BY *Caren L. Starck*  
FEES *\$2.50*  
Karen L. Starck, Recorder

Recorded of Record Dec 17 1997 10:30 AM Karen L. Starck, Recorder

A. U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT		SETTLEMENT STATEMENT	
B. TYPE OF LOAN 1. ( ) FHA 2. ( ) FMHA 3. ( ) CONV. UNINS. 4. ( ) VA 5. ( ) CONV. INS.		6. File Number: B. Mortgage Insurance Case Number:	7. Loan Number
C. NOTE: This form furnishes a statement of settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown for informational purposes and are not included in the totals. NOTE: TIN=Taxpayer's Identification Number.			
D. NAME & ADDRESS OF BORROWER: Name: Kay Family Limited Partnership Street: 665 Philadelphia Street City: Indiana St&Zip: Pennsylvania 15701		E. NAME, ADDRESS & TIN OF SELLER: Name: Gerard J. Dussault and Marguerite Dussault Street: Main Street, P.O. Box 184 City: Mahaffey St. & Zip: Pennsylvania 15757	
		F. NAME AND ADDRESS OF LENDER: S&T Bank 800 Philadelphia Street Indiana, PA 15701	
		G. SETTLEMENT AGENT: NAME, ADD. & TIN Stanley P. DeGory Bonya Gazz & DeGory, LLP 134 South Sixth Street Indiana, PA 15701 25-1292084	
G. PROPERTY LOCATION: Main Street, Mahaffey, Clearfield County, Pennsylvania		PLACE OF SETTLEMENT: Bonya Gazz & DeGory, LLP 134 South Sixth Street, Indiana, PA 15701	
		I. SETTLEMENT DATE: September 17, 1999	
J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER:		400. GROSS AMOUNT DUE TO SELLER:	
101. Contract sales price		\$64,000.00	
102. Personal Property			
103. Borrower's settlement charges (line 1400)		2,053.96	
104.			
105.			
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes to			
107. County taxes to 12/31/99		49.52	
108. Assessments to			
109.			
110.			
111.			
112.			
113.			
120. GROSS AMOUNT DUE FROM BORROWER		66,103.48	
420. GROSS AMOUNT DUE TO SELLER		64,049.52	
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
201. Deposits or earnest money		1,000.00	
202. Principal amount of new loan(s)		48,000.00	
203. Existing loan(s) taken subject to			
204.			
205.			
206.			
207.			
208.			
209.			
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes to			
211. County taxes to			
212. Assessments to			
213. School Taxes 1999 to 6/30/2000		84.15	
214.			
215.			
216.			
217.			
218.			
219.			
220. TOTAL PAID BY/FOR BORROWER		84.15	
520. TOTAL REDUCTION AMOUNT DUE SELLER		34,771.65	
300. CASH AT SETTLEMENT FROM/TO BORROWER		600. CASH AT SETTLEMENT TO/FROM SELLER	
301. Gross amount due from borrower		64,049.52	
(line 120)			
302. Less amounts paid by/for borrower		34,771.65	
(line 220)			
303. CASH (X) FROM ( ) TO BORROWER		29,277.87	
SUBSTITUTE FORM 1099 SELLER STATEMENT			
The information in Blocks E, G, H, I & line 401 (or, if line 401 is asterisked, line 403 and 404) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. If this real estate is your principal residence, file Form 2110, Statement of Exemption of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of Form 4797, Form 6252 and/or Schedule D (Form 1040). You are required to provide the Settlement Agent (named above) with your correct taxpayer identification number. If you do not provide the Settlement Agent with your taxpayer identification number, you may be subject to civil or criminal penalties imposed by law. Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.			

## L. SETTLEMENT CHARGES

700. Total Sales/Broker's Commission (based on price) \$3,840.00 less \$1,000 downpayment			%	PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
Division of Commission (line 700) as follows:					
701. \$	to				
702. \$	to				
703. \$					0.00
704. Balance of Commission paid at settlement					\$2,840.00
800. ITEMS PAYABLE IN CONNECTION WITH LOAN					
801. Loan Origination Fee					
802. Loan Discount					
803. Appraisal Fee to S&T Bank				\$225.00	
804. Credit Report					
805. Lender's Inspection Fee					
806. Mortgage Insurance Application Fee to					
807. Assumption Fee					
808. Document Preparation Fee to S&T Bank				125.00	
809. Flood Certification to S&T Bank				18.00	
810. \$					
811. \$					
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE					
901. Interest					
902. Mortgage Insurance Premium					
903. Hazard Insurance Premium					
904. \$					
1000. RESERVES DEPOSITED WITH LENDER					
1001. Hazard insurance	months @ \$		per month	0.00	//////////
1002. Mortgage insurance	months @ \$		per month	0.00	//////////
1003. City property taxes	months @ \$		per month	0.00	//////////
1004. County property taxes	months @ \$		per month	0.00	//////////
1005. Annual assessments	months @ \$		per month	0.00	//////////
1006. \$					
1007. \$					
1008. \$				0.00	
1100. TITLE CHARGES					
1101. Settlement/closing fee	to				
1102. Abstract/title search and Bring Down to Zoe Withey				115.00	
1103. Title examination	to				
1104. Title insurance binder	to				
1105. Document preparation	to				
1106. Notary fees	to				
1107. Attorney's fees	to Bonya Gazza & DeGory, LLP			500.00	
(includes above item numbers 1101, 1105, title certification to S&T Bank and trip to Clearfield)					
1108. Title insurance	to				
(includes above item numbers )					
1109. Lender's coverage	\$				
1110. Owner's coverage	\$				
1111. \$					
1112. \$					
1113. \$					
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES					
1201. Recording fees:	Deed \$17.50	Mortgage \$23.50	Release \$	41.00	
1202. City/county tax/stamps:	Deed \$640.00	Mortgage \$		640.00	
1203. State tax/stamps:	Deed \$640.00	Mortgage \$			640.00
1204. \$					
1205. \$					
1300. ADDITIONAL SETTLEMENT CHARGES					
1301. Survey	to				
1302. Pest Inspection	to				
1303. Mary Ann Bell, Tax Collector - Payment of 1999 School Taxes Due at Discount				389.96	
1304. \$					
1305. \$					
1400. TOTAL SETTLEMENT CHARGES (this number transfers to lines 103 & 502 above)				2,053.96	3,480.00

## CERTIFICATION

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Seller

Borrower

Seller

Borrower

To the best of my knowledge the HUD-1 Settlement Statement which I have prepared is true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

Settlement Agent: \_\_\_\_\_ Date: \_\_\_\_\_

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see Title 18 U.S. Code Section 1001 and Section 1010.

# DEED

MADE THE 10th day of September in the year of our Lord One  
Thousand Nine Hundred Ninety Nine (1999).

## BETWEEN

**GERARD J. DUSSAULT and MARGUERITE DUSSAULT**, husband and wife,  
of Main Street, P.O. Box 184, Mahaffey, Clearfield County, Pennsylvania 15757.

## GRANTORS

A

N

D

**KAY FAMILY LIMITED PARTNERSHIP**, of 665 Philadelphia Street, Indiana, Indiana County, Pennsylvania 15701,

**GRANTEE**

**WITNESSETH**, that in consideration of One Dollar (\$1.00) and other good and valuable consideration, in hand paid, the receipt whereof is hereby acknowledged, the Grantors do hereby grant and convey to the said Grantee, its heirs and assigns,

**ALL** those certain pieces, parcels or tracts of land situate, lying and being in the BOROUGH OF MAHAFFEY, CLEARFIELD COUNTY, PENNSYLVANIA, bounded and described as follows, to-wit:

**FIRST PIECE:** BEGINNING at a post corner of alley and East Main Street; thence along said street North 25° 30' West, a distance of 50 feet to the corner of Lot Number 13; thence by line of Lot Number 13, North 64° 30' East, a distance of 150 feet to an alley; thence along said alley South 25° 30' East, a distance of 50 feet to an alley; thence by said alley South 64° 30' West, a distance of 150 feet to Main Street, and the place of beginning. Known as Lot Number 12, East Side.

**EXCEPTING AND RESERVING**, nonetheless out of the above-described lot, along the South side adjoining the alley, a strip of ground 21 feet wide and 150 feet in length for street purposes.



**SECOND PIECE: BEGINNING** at the Southwest corner of Lot Number 12 on Main Street; thence along Main Street, North 25° 30' West, 39 feet to the corner of Lot Number 14, formerly owned by A.B. Mosser; thence by line of Lot Number 14, North 64° 30' East, a distance of 150 feet to an alley; thence along said alley South 25° 30' East, a distance of 39 feet to the corner of Lot Number 12; thence by the line of Lot Number 12, South 64° 30' West, a distance of 150 feet to Main Street and the place of beginning. Known as Lot Number 13, East Side.

Further identified in the Clearfield County Tax Assessment Office as Parcel No. C11-302-00001.

**BEING** the same premises granted and conveyed to Gerard J. Dussault and Marguerite Dussault, husband and wife, from Anna Eyer, a single individual, by deed dated April 25, 1996, and recorded in the Recorder's Office of Clearfield County, Pennsylvania, in Deed Book Volume 1753, at page 63.

**In compliance with the Act of July 17, 1957, as amended, the following Notice is set forth: NOTICE - THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT.**

**GRANTORS HAVE NO ACTUAL KNOWLEDGE OF ANY HAZARDOUS WASTE AS DEFINED BY ACT NO. 97-1980 OF THE COMMONWEALTH OF PENNSYLVANIA, HAVING BEEN OR WHICH IS PRESENTLY BEING DISPOSED ON OR ABOUT THE SUBJECT PREMISES DESCRIBED IN THIS DEED OF CONVEYANCE.**

KAREN L. STACK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY, PA  
Pennsylvania

INSTRUMENT NUMBER	19915528	RECORDING FEES -	\$15.00
RECORDED ON	SEP 17 1999	COUNTY IMPROVEMENT FUND	\$1.00
10:48:00 AM	RECORDER	IMPROVEMENT FUND	\$1.00
	STATE TRANSFER TAX	STATE WRT TAX	\$0.50
	MAHFFEY BOROUGH	MAHFFEY BOROUGH	\$320.00
	PURCHASE LINE AREA SCHOOLS	PURCHASE LINE AREA SCHOOLS	\$320.00
	TOTAL		\$1,297.50

---

**NOTICE**

The undersigned grantee (grantees) hereby certifies that he/they know and understand that he/they may not be obtaining the right of protection against subsidence resulting from coal mining operations, and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal.

Witness signatures of grantee (grantees) this 17th day of  
September 1999.

Cynthia J. Davis  
Witness

Loyd Key Jr (SEAL)

\_\_\_\_\_ (SEAL)

---

To comply with the Realty Transfer Tax Act of the Commonwealth of Pennsylvania, it is hereby certified that the true, full and complete value of the real estate herein conveyed and the consideration of and for this conveyance is \$64,000.00.

AND the said Grantors hereby covenant and agree that they will **GENERALLY WARRANT AND FOREVER DEFEND** the property hereby conveyed.

**IN WITNESS WHEREOF**, said Grantors have hereunto set their hands and seal the day and year first above-written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Bettie M. Small

Gerard J. Dussault

GERARD J. DUSSAULT

Bettie M. Small

Marguerite Dussault

MARGUERITE DUSSAULT

Certificate of Residence

I hereby certify that the precise residence of the Grantee herein is as follows:  
665 Philadelphia Street, Indiana, PA 15701

Stanley Blasberg  
Attorney or Agent for Grantee

COMMONWEALTH OF PENNSYLVANIA

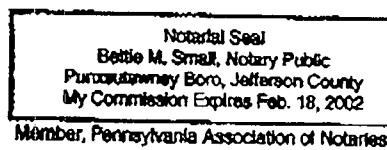
SS.

COUNTY OF JEFFERSON

On this, the 10th day of September, 1999, before me, a Notary Public, the undersigned officer, personally appeared **GERARD J. DUSSAULT** and **MARGUERITE DUSSAULT**, known to me (or satisfactorily proven) to be, the persons whose names are subscribed to the within instrument and acknowledged that they have executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Bettie M. Small  
Notary Public



Member, Pennsylvania Association of Notaries



★ Mail To:

Kay Family Limited Partnership  
665 Philadelphia Street  
Indiana, Pa 15701

## DEED

GERARD J. DUSSAULT and MARGUERITE DUSSAULT, Grantors  
- and -  
KAY FAMILY LIMITED PARTNERSHIP, Grantee

Prepared by:  
J. Kipp Lukehart, Esq.  
LUKEHART & LUNDY  
219 East Union Street  
P.O. Box 74  
Punxsutawney, PA 15767  
(814) 938-8110

COMMONWEALTH OF PENNSYLVANIA

ss:

COUNTY OF CLEARFIELD

Recorded on this \_\_\_\_\_ day of \_\_\_\_\_  
A.D. 199\_\_\_\_\_, in the Recorder's office of the said County, in Record Book Volume  
\_\_\_\_\_, Page \_\_\_\_\_.

Given under my hand and the seal of the said office, the date above written.

\_\_\_\_\_, Recorder

## Attorney's Certificate of Title

In connection with a Mortgage by Kay Family Limited Partnership to S & T Bank, its successors or assigns, I certify that I have examined the record of title to the following described real estate and made searches for a minimum period of fifty (50) years through the date the Mortgage was recorded on September 17, 1999

### Description

(If additional space is needed for description, attach an additional sheet)

See Attached.

I certify that good and marketable title to this real estate is now vested in Kay Family Limited Partnership, the Mortgagors, by virtue of a Deed from Gerard J. Dussault and Marguerite Dussault, his wife, dated September 10, 1999, and recorded in the Recorder's Office designated as instrument No.                   , and that a Mortgage from them to S & T Bank, dated September 17, 1999, recorded on September 17, 1999 in the Recorder's Office of Clearfield, County, Pennsylvania, and designated as instrument No. 199915529, is a First lien on this real estate. I further certify that this real estate is bordered by a public thoroughfare which provides access to this real estate or that this real estate has access to a public thoroughfare by virtue of a recorded right-of-way easement.

EXHIBIT

G

## Tax Information

This property is assessed in the names of Gerard J. Dussault and  
Marguerite Dussault, his wife  
for tax purposes as Parcel Number C11-302-00001 as follows:

Land	\$ 525
Building	\$ 9100
<b>TOTAL</b>	\$ 9625

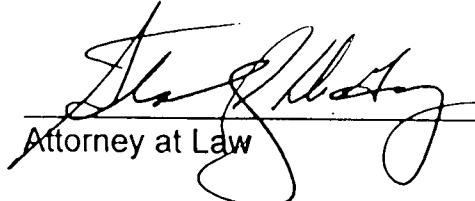
All taxes for previous years have been paid. For the current year, the taxes are as follows:

City, Borough, County or Township Tax	\$ 172.14	PAID	UNPAID
School Tax	\$ 389.96	PAID	UNPAID
<b>TOTAL TAXES</b>	<b>\$ 562.10</b>		

(circle one)

I hereby agree to indemnify you and your successors in interest in the Mortgage opened herein, to the full extent of any loss attributable to a breach of my duty to exercise reasonable care and skill in the examination of the title and the giving of this opinion.

Dated: September 17, 1995



Attorney at Law

Stanley P. DeGory  
Print Name

134 South Sixth Street

Indiana, PA 15701  
Address

(724) 465-5535  
Telephone Number

The name of my professional liability insurer is Westport Insurance Corporation

The number of my professional liability insurance policy is PLP-224991-9

The liability limits of my professional liability insurance policy are \$3,000,000

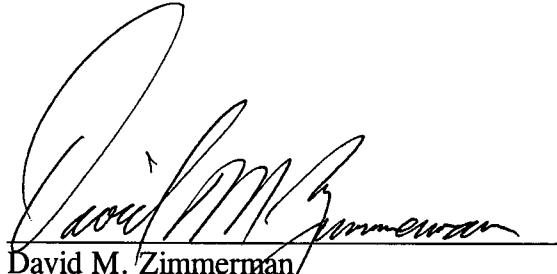
**CERTIFICATE OF SERVICE**

I hereby certify that on the 3<sup>rd</sup> day of December 2001, I served a copy of the above Complaint on each of the Defendants or their counsel by sending copies thereof by United States first class mail, postage prepaid, addressed as follows:

Mr. Gerard J. Dussault  
1089 River Road  
Weare, NH 03281  
(No counsel of record)

Mrs. Marguerite Dussault  
1089 River Road  
Weare, NH 03281  
(No counsel of record)

David C. Mason, Esquire  
409 North Front Street  
P.O. Box 28  
Philipsburg, PA 16866  
(Defendant Zoe Withey's Counsel)



David M. Zimmerman  
PA ID# 62496  
Attorney for Plaintiffs  
Bonya Gazza & DeGory, LLP  
and Kay Family Limited Partnership  
134 South Sixth Street  
Indiana, Pennsylvania 15701  
Ph. (724) 465-5535

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

NO 00409 C.D. 2001

KAY FAMILY LIMITED  
PARTNERSHIP, and  
BONYA GAZZA & DEGORY, LLP,  
Plaintiffs

vs.

GERARD J. DUSSAULT and  
MARGUERITE DUSSAULT,  
husband and wife, and  
ZOE WITHEY,

Defendants

NOTICE

BONYA GAZZA & DEGORY, LLP  
ATTORNEYS AT LAW  
134 SOUTH SIXTH STREET  
INDIANA, PENNSYLVANIA 15701

**FILED**

DEC 04 2001

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

KAY FAMILY LIMITED  
PARTNERSHIP, and BONYA  
GAZZA & DeGORY, LLP,

Plaintiffs

VS.

GERARD J. DUSSAULT and  
MARGUERITE DUSSAULT,  
husband and wife, AND  
ZOE WITHEY

Defendants

- \*
- \* No. 01278 C.D. 2001
- \*
- \*
- \*
- \*
- \* TYPE OF CASE: Civil Action
- \*
- \* TYPE OF PLEADING: ANSWER, NEW
- \* MATTER and NEW MATTER IN THE
- \* NATURE OF A CROSS-CLAIM OF
- \* DEFENDANT ZOE WITHEY
- \*
- \*
- \*
- \*
- \* FILED ON BEHALF OF:
- \* Defendant, Zoe Withey
- \*
- \* COUNSEL OF RECORD FOR THIS
- \* PARTY:
- \* David C. Mason
- \* Superior Court I.D. 39180
- \* DAVID C. MASON LAW OFFICE
- \* P.O. Box 28
- \* Philipsburg PA 16866
- \* (814) 342-2240
- \*
- \* COUNSEL OF RECORD FOR
- \* PLAINTIFF:
- \* David M. Zimmerman, Esquire
- \* Bonya Gazza & DeGory, LLP.
- \* 134 South Sixth Street
- \* Indiana, PA 15701
- \* (724) 465-5535

FILED

JAN 03 2002

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

KAY FAMILY LIMITED PARTNERSHIP, and BONYA GAZZA & DeGORY, LLP,	*
Plaintiffs	* * *
vs.	*
GERARD J. DUSSAULT and MARGUERITE DUSSAULT, husband and wife, AND ZOE WITHEY	* * * * *
Defendants	*

**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 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 AN LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830  
(814) 765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

KAY FAMILY LIMITED \*  
PARTNERSHIP, and BONYA \* No. 01278 C.D. 2001  
GAZZA & DeGORY, LLP, \*

Plaintiffs \*

vs. \*

GERARD J. DUSSAULT and \*  
MARGUERITE DUSSAULT, \*  
husband and wife, AND \*  
ZOE WITHEY \*

Defendants \*

**ANSWER, NEW MATTER, AND NEW MATTER**  
**IN THE NATURE OF A CROSS-CLAIM OF**  
**DEFENDANT ZOE WITHEY**

AND NOW, comes the Defendant ZOE WITHEY by and through her attorney,  
DAVID C. MASON, ESQUIRE, and files the following Answer to Plaintiffs' Complaint:

1-6. ADMITTED.

7. DENIED. The allegation contained in Paragraph 7 of Plaintiffs' Complaint  
is denied for after reasonable investigation Answering Defendant is without  
knowledge or information sufficient to form a belief as to the truth of this averment.  
Strict proof thereof, to the extent deemed relevant is demanded at the time of trial.

8. DENIED. It is specifically denied that Bonya Gazza & DeGory, LLP,  
Plaintiffs herein, hired Defendant Zoe Withey for any purpose. Strict proof thereof,  
to the extent deemed relevant, is demanded at the time of trial.

9. ADMITTED IN PART and DENIED IN PART. It is denied that Defendant Zoe Withey provided Bonya Gazza & DeGory, LLP with a written title report. By way of further answer, it is admitted that the title report attached to Plaintiffs' Complaint as Exhibit "C" was prepared by Defendant Zoe Withey and provided to "Indiana Abstracting."

10-11. ADMITTED.

12. DENIED. After reasonable investigation, Answering Defendant is without knowledge or information sufficient to form a belief as to the truth of this averment. Strict proof thereof, to the extent deemed relevant is demanded at the time of trial.

13. DENIED. After reasonable investigation Answering Defendant is without knowledge or information sufficient to form a belief as to the truth of this averment. Strict proof thereof, to the extent deemed relevant is demanded at the time of trial.

14. DENIED. After reasonable investigation Answering Defendant is without knowledge or information sufficient to form a belief as to the truth of this averment. Strict proof thereof, to the extent deemed relevant is demanded at the time of trial.

15. DENIED. After reasonable investigation Answering Defendant is without knowledge or information sufficient to form a belief as to the truth of this averment. Strict proof thereof, to the extent deemed relevant is demanded at the time of trial.

16. ADMITTED.

17. DENIED. After reasonable investigation Answering Defendant is without knowledge or information sufficient to form a belief as to the truth of this averment. Strict proof thereof, to the extent deemed relevant is demanded at the time of trial.

18. DENIED. After reasonable investigation Answering Defendant is without knowledge or information sufficient to form a belief as to the truth of this averment. Strict proof thereof, to the extent deemed relevant is demanded at the time of trial.

19. DENIED. After reasonable investigation Answering Defendant is without knowledge or information sufficient to form a belief as to the truth of this averment. Strict proof thereof, to the extent deemed relevant is demanded at the time of trial.

20. ADMITTED.

21. ADMITTED.

COUNT I

22. No response is necessary. Answering Defendant incorporates herein by reference her answers to Paragraphs 1 through 21 of the Complaint.

23. DENIED: Answering Defendant Withey specifically denies entering into a contract with Bonya Gazza & DeGory, LLP. Rather, at the request of Indiana Abstracting, Defendant Zoe Withey conducted an examination of the record at Clearfield County and prepared a property report. By way of further answer, Answering Defendant avers that her agreement with Indiana Abstracting was to prepare a property report. There was not agreement of guarantee or warranty.

24. DENIED. Paragraph 24 of Plaintiffs' Complaint contains a statement which is a conclusion of law not an averment of fact and therefore no response is necessary or required. To the extent a response is deemed necessary, the averment

contained in Paragraph 24 is denied and strict proof thereof, to the extent deemed relevant, is demanded at the time of trial.

25. DENIED. Paragraph 25 of Plaintiffs' Complaint contains a statement which is a conclusion of law not an averment of fact and therefore no response is necessary or required. To the extent a response is deemed necessary, the averment contained in Paragraph 25 is denied and strict proof thereof, to the extent deemed relevant, is demanded at the time of trial.

26. ADMITTED.

**WHEREFORE**, Answering Defendant prays your Honorable Court for the dismissal of Count I, with prejudice.

**COUNT II**

27. No response is necessary. Answering Defendant incorporates herein her answers for Paragraphs 1 through 26.

28. DENIED. It is denied that Answering Defendant Withey was engaged by the firm of Bonya Gazza & DeGory, LLP, to prepare a title report or that Defendant Zoe Withey owed Bonya Gazza & DeGory, LLP a duty.

29. DENIED. Defendant Withey incorporates herein her answer to Paragraph 28. By way of further answer, to the extent Defendant Withey owes a duty to Bonya Gazza & DeGory, LLP, it is denied that she breached that duty by failing to discover the existence of this Mortgage.

30. Paragraph 30 is a conclusion of law not an averment of fact and therefore no response is necessary or required. To the extent a response is deemed necessary, the averment contained in Paragraph 30 is denied and strict proof thereof, to the extent deemed relevant, is demanded at the time of trial.

31. ADMITTED.

**WHEREFORE**, Answering Defendant prays your Honorable Court for the dismissal of Count II, with prejudice.

**COUNT III**

Paragraphs 32 through 37. The averments contained in these paragraphs are directed to parties other than Answering Defendant and no response is required.

**COUNT IV.**

Paragraphs 38 through 42. The averments contained in these paragraphs are directed to parties other than Answering Defendant and no response is required.

**COUNT V.**

Paragraphs 43 through 51. The averments contained in these paragraphs are directed to parties other than Answering Defendant and no response is required.

**NEW MATTER**

52. The Complaint against Defendant Zoe Withey fails to state a claim on which relief can be granted.

53. Answering Defendant Zoe Withey owed no duty to Kay Family Limited Partnership.

54. Plaintiffs Kay Family Limited Partnership and Bonya Gazza & DeGory, LLP have suffered no economic damage herein as a result of the alleged breach of contract or alleged negligence of Answering Defendant Zoe Withey (which breach of contract and breach of duty is specifically denied).

55. If Kay Family Limited Partnership suffered any loss, which loss is specifically denied, it was the result of their attorneys Bonya Gazza & DeGory, LLP.

56. Plaintiff Bonya Gazza & DeGory, LLP's claims are barred by the doctrine of comparative negligence.

57. Plaintiff Bonya Gazza & DeGory, LLP's claims are barred by the doctrine of contributory negligence.

58. Answering Defendant Zoe Withey did not certify the results of her lien search to either of the Plaintiffs or to any third party.

59. Answering Defendant Zoe Withey did not guarantee the accuracy of the results of this examination to either of the Plaintiffs or any other party.

**WHEREFORE**, Answering Defendant prays for an Order dismissing Plaintiff's Complaint against her with prejudice.

**NEW MATTER IN THE NATURE OF A**  
**CLAIM AGAINST DEFENDANTS GERARD J. DUSSAULT**  
**AND MARGUERITE DUSSAULT, husband and wife.**

Answering Defendant Zoe Withey incorporates herein her answers to the Complaint paragraphs 1 through 31. She also incorporates herein the allegations contained in paragraphs 32 through 51 of Plaintiffs' Complaint against Gerard J. Dussault and Marguerite Dussault.

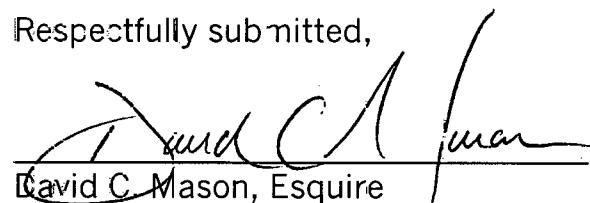
60. If it is determined that Plaintiffs are entitled to recover damages, Answering Defendant Zoe Withey demands that any judgment be entered solely against Defendants Gerard J. Dussault and Marguerite Dussault, his wife.

61. In the alternative, if it is determined that Plaintiffs are entitled to recover damages from Defendant Zoe Withey, which is specifically denied, Defendant Zoe Withey demands that Defendant Gerard J. Dussault and Marguerite Dussault, his wife, be held liable over to the Defendant Withey for indemnity and contribution.

**WHEREFORE**, Defendant Zoe Withey respectfully requests that in the event of a judgment entered in favor of the Plaintiffs, that the judgment be entered solely

against Defendants Gerard J. Dussault and Marguerite Dussault, his wife. In the alternative, in the event that a judgment is entered in favor of the Plaintiffs, and against Answering Defendant, Zoe Withey, Answering Defendant respectfully requests that the Defendants Gerard J. Dussault and Marguerite Dussault, his wife, be held liable over to Answering Defendant Withey for indemnity and/or contribution.

Respectfully submitted,



David C. Mason  
David C. Mason, Esquire  
Attorney for Answering Defendant,  
Zoe Withey

C:\Office\COURT\WitheyAnswerNMetc.wpd\blb

**VERIFICATION**

I certify that the facts set forth in the foregoing ANSWER, NEW MATTER AND NEW MATTER IN THE NATURE OF A CROSS-CLAIM OF DEFENDANT ZOE WITHEY are true and correct to the best of my knowledge, information and belief. This verification is made subject to the penalties of 18 PA. C.S. §4904, relating to unsworn falsification to authorities.

DATED: 12/28/01

By: Zoe Withey  
Zoe Withey

**FILED**

JAN 03 2002  
O'GALLAGHER  
William A. Shaw  
Prothonotary  
mason

*JKS*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

KAY FAMILY LIMITED  
PARTNERSHIP, and BONYA  
GAZZA & DeGORY, LLP,

Plaintiffs

vs.

GERARD J. DUSSAULT and  
MARGUERITE DUSSAULT,  
husband and wife, AND  
ZOE WITHEY

Defendants

\*  
\* No. 01278 C.D. 2001  
\*  
\*  
\*  
\* TYPE OF CASE: Civil Action  
\*  
\* TYPE OF PLEADING:  
\* CERTIFICATE OF SERVICE  
\*  
\*  
\*  
\*  
\*  
\* FILED ON BEHALF OF:  
\* Defendant, Zoe Withey  
\*  
\* COUNSEL OF RECORD FOR THIS  
\* PARTY:  
\* David C. Mason  
\* Superior Court I.D. 39180  
\* DAVID C. MASON LAW OFFICE  
\* P.O. Box 28  
\* Philipsburg PA 16866  
\* (814) 342-2240  
\*  
\* COUNSEL OF RECORD FOR  
\* PLAINTIFF:  
\* David M. Zimmerman, Esquire  
\* Bonya Gazza & DeGory, LLP.  
\* 134 South Sixth Street  
\* Indiana, PA 15701  
\* (724) 465-5535

FILED

JAN 04 2002

William A. Shaw  
Prothonotary

WILLIAM H. DAVIS

2008.0.0.BR3.10.21

OBSTACULUM VENIENS VAN  
EEN OUD DRS. THERAPEUTISCH  
EN HYGIENISCH AARD.

THE BRITISH EMPIRE IN THE EAST IN 1857-58. THE BRITISH EMPIRE IN 1858.

1. *What is the best way to get a job?*

## WILHELM VON KLEIST IN VERSO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

KAY FAMILY LIMITED PARTNERSHIP, and BONYA GAZZA & DeGORY, LLP,	*
	* No. 01278 C.D. 2001
	*
	*
Plaintiffs	*
	*
	*
VS.	*
	*
	*
GERARD J. DUSSAULT and MARGUERITE DUSSAULT, husband and wife, AND ZOE WITHEY	*
	*
	*
	*
	*
	*
Defendants	*

**CERTIFICATE OF SERVICE**

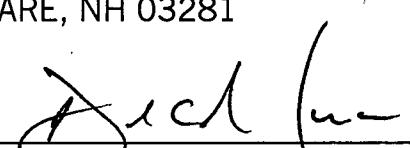
I, DAVID C. MASON, Esquire, do hereby certify that I served a true and correct copy of the ANSWER, NEW MATTER and NEW MATTER IN THE NATURE OF A CROSS-CLAIM OF DEFENDANT ZOE WITHEY filed in the above captioned action on the following by depositing the same in the U. S. Mail, postage prepaid and addressed as follows:

DAVID M. ZIMMERMAN, ESQUIRE  
BONYA GAZZA & DeGORY, LLP  
ATTORNEYS AT LAW  
134 SOUTH SIXTH STREET  
INDIANA, PA 15701

GERARD J. DUSSAULT  
1089 RIVER ROAD  
WEARE, NH 03281

MARGUERITE DUSSAULT  
1089 RIVER ROAD  
WEARE, NH 03281

DATED: 1-3-02

  
\_\_\_\_\_  
David C. Mason, Esquire  
Attorney for Answering Defendant  
Zoe Withey

**FILED**

JAN 04 2002

10:50 AM  
William A. Shaw  
Prothonotary

cc

cc  
es

cc  
es

cc  
es

BONYA, GAZZA & DEGORY, LLP

ATTORNEYS AT LAW

134 SOUTH SIXTH STREET

INDIANA, PENNSYLVANIA 15701

CERTIFIED COPY

---

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

KAY FAMILY LIMITED	)	01-1278-CD
PARTNERSHIP, and	)	<del>No. 00409 C.D. 2001</del>
BONYA GAZZA & DEGORY, LLP,	)	
	)	
Plaintiffs	)	CIVIL ACTION - LAW
vs.	)	
	)	
GERARD J. DUSSAULT and	)	
MARGUERITE DUSSAULT,	)	
husband and wife, and	)	
ZOE WITHEY,	)	
	)	
Defendants	)	

FILED

JAN 18 2002

1/130/02 atty Zimmerman  
William A. Shaw  
Prothonotary

PLAINTIFFS' REPLY  
TO DEFENDANT ZOE WITHEY'S NEW MATTER

AND NOW, come the plaintiffs, Kay Family Limited Partnership and Bonya Gazza & DeGory, LLP, who by and through their counsel, David M. Zimmerman, Esquire, file a reply to the new matter filed by defendant Zoe Withey, averring as follows:

52. Denied. Paragraph 52 consists of a conclusion of law to which no responsive pleading is required.

53. Denied. Paragraph 53 consists of a conclusion of law to which no responsive pleading is required.

54. Denied. Paragraph 54 consists of a conclusion of law to which no responsive pleading is required.

55. Denied. It is denied that if Kay Family Limited Partnership suffered any loss, it was the result of Bonya Gazza & DeGory, LLP. To the contrary, Bonya Gazza & DeGory, LLP obtained and relied upon the title report issued by Defendant Zoe Withey, did not know of, and had no reason to know of, the Outstanding Mortgage on the premises, did not know, and had no reason to know, that Defendant Zoe Withey failed to identify and/or disclose the

Outstanding Mortgage, and otherwise rendered services to Kay Family Limited Partnership in full satisfaction and compliance of its professional duties to Kay Family Limited Partnership. For the reasons set forth in the complaint, all losses incurred by the Plaintiffs were caused solely by Zoe Withey.

56. Denied. Paragraph 56 consists of a conclusion of law to which no responsive pleading is required. To the extent a responsive pleading is required, it is denied that Bonya Gazza & DeGory, LLP was in any way negligent for the reasons, *inter alia*, set forth above in paragraph 55.

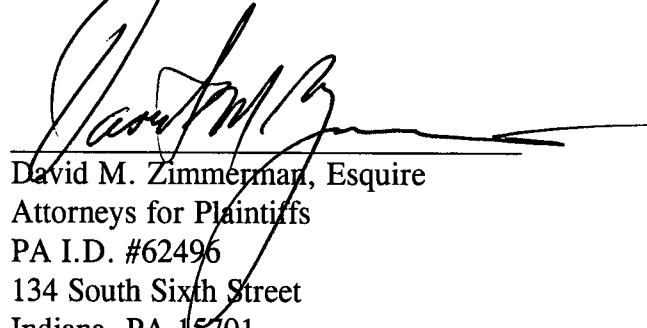
57. Denied. Paragraph 57 consists of a conclusion of law to which no responsive pleading is required. To the extent a responsive pleading is required, it is denied that Bonya Gazza & DeGory, LLP was in any way negligent for the reasons, *inter alia*, set forth above in paragraph 55.

58. Denied. It is denied that Defendant Zoe Withey did not certify the results of her lien search to either of the Plaintiffs or to any third party. By way of further reply, Plaintiffs do not know what Defendant Zoe Withey means by "certify" as used in paragraph 58 of her new matter. By way of still further reply, it is averred that Defendant Zoe Withey knew that she was providing a report to Bonya Gazza & DeGory, LLP as part of a client's purchase of the subject party and the mere issuance of the report was in-and-of-itself a certification of the results of her efforts. By way of yet further reply, it is denied that "certification" of the results of her efforts is required for Defendant Zoe Withey to be liable on the claims set forth in Plaintiffs' complaint.

59. Denied. It is denied that Defendant Zoe Withey did not guarantee the results of the examination to either of the Plaintiffs or to any third party. By way of further reply, Plaintiffs do not know what Defendant Zoe Withey means by "guarantee" as used in paragraph 59 of her new matter. By way of still further reply, it is averred that Defendant Zoe Withey knew that she was providing a report to Bonya Gazza & DeGory, LLP as part of a client's purchase of the subject party and the mere issuance of the report was in-and-of-itself a guarantee of the results of her efforts. By way of yet further reply, it is denied that a "guarantee" of the results of her efforts is required for Defendant Zoe Withey to be liable on the claims set forth in Plaintiffs' complaint.

WHEREFORE, Plaintiff Kay Family Limited Partnership requests judgment against Defendant Zoe Withey for less than \$20,000, plus interest and costs.

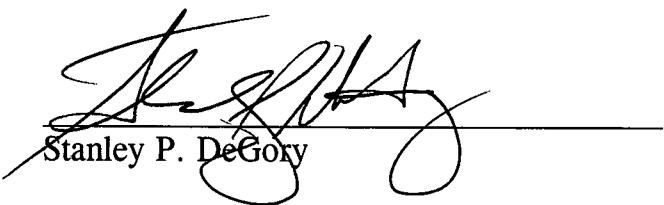
BONYA GAZZA & DeGORY, LLP

By: 

David M. Zimmerman, Esquire  
Attorneys for Plaintiffs  
PA I.D. #62496  
134 South Sixth Street  
Indiana, PA 15701  
(724) 465-5535

**VERIFICATION**

I, Stanley P. DeGory, a partner in the law firm of Bonya Gazza & DeGory, LLP, verify that the facts set forth in the foregoing Reply to New Matter are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S.A. §4904 relating to unsworn falsification to authorities.



Stanley P. DeGory

Date: January 17, 2002

**CERTIFICATE OF SERVICE**

I hereby certify that on the 17<sup>th</sup> day of January 2002, I served a copy of the Plaintiffs' Reply to Defendant Zoe Withey's New Matter on each of the Defendants or their counsel by sending copies thereof by United States first class mail, postage prepaid, addressed as follows:

Mr. Gerard J. Dussault  
1089 River Road  
Weare, NH 03281  
(No counsel of record)

Mrs. Marguerite Dussault  
1089 River Road  
Weare, NH 03281  
(No counsel of record)

David C. Mason, Esquire  
409 North Front Street  
P.O. Box 28  
Philipsburg, PA 16866  
(Defendant Zoe Withey's Counsel)



---

David M. Zimmerman  
PA ID# 62496  
Attorney for Plaintiffs  
Bonya Gazza & DeGory, LLP  
and Kay Family Limited Partnership  
134 South Sixth Street  
Indiana, Pennsylvania 15701  
Ph. (724) 465-5535

BONYA, GAZZA & DEGORY, LLP  
ATTORNEYS AT LAW  
134 SOUTH SIXTH STREET  
INDIANA, PENNSYLVANIA 15701

CERTIFIED COPY

---

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

KAY FAMILY LIMITED )  
PARTNERSHIP, and )  
BONYA GAZZA & DEGORY, LLP, ) NO. 01278 C.D. 2001  
)  
Plaintiffs ) CIVIL ACTION - LAW  
vs. )  
)  
GERARD J. DUSSAULT and )  
MARGUERITE DUSSAULT, )  
husband and wife, and )  
ZOE WITHEY, )  
)  
Defendants )

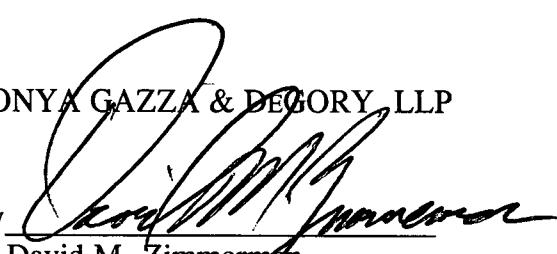
**PRAECIPE FOR ARBITRATION**

TO THE PROTHONOTARY:

Please schedule the above matter for compulsory arbitration pursuant to Clearfield County Local Rule of Civil Procedure 1301, et seq.

BONYA GAZZA & DEGORY, LLP

By

  
David M. Zimmerman  
PA I.D. #62496  
Attorneys for Plaintiffs  
134 South Sixth Street  
Indiana, PA 15701  
(724) 465-5535

**FILED**

FEB 04 2002

William A. Shaw  
Prothonotary

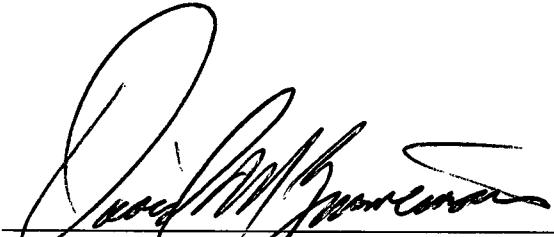
**CERTIFICATE OF SERVICE**

I hereby certify that on the 1<sup>st</sup> day of February 2002, I served a copy of the above Praecipe for Arbitration on each of the Defendants or their counsel by sending copies thereof by United States first class mail, postage prepaid, addressed as follows:

Mr. Gerard J. Dussault  
1089 River Road  
Weare, NH 03281  
(No counsel of record)

Mrs. Marguerite Dussault  
1089 River Road  
Weare, NH 03281  
(No counsel of record)

David C. Mason, Esquire  
409 North Front Street  
P.O. Box 28  
Philipsburg, PA 15866  
(Defendant Zoe Withey's Counsel)



David M. Zimmerman  
PA ID# 62496  
Attorney for Plaintiffs  
Bonya Gazza & DeGory, LLP  
and Kay Family Limited Partnership  
134 South Sixth Street  
Indiana, Pennsylvania 15701  
Ph. (724) 465-5535

FILED Atty pd  
M 112:56 PM 20.00  
FEB 04 2002 No cc  
copy to cja  
SJD  
d/william A. Shaw  
Prothonotary

CERTIFIED COPY

---

BONYA, GAZZA & DEGORY, LLP  
ATTORNEYS AT LAW  
134 SOUTH SIXTH STREET  
INDIANA, PENNSYLVANIA 15701

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

KAY FAMILY LIMITED )  
PARTNERSHIP, and )  
BONYA GAZZA & DEGORY, LLP, ) NO. 01278 C.D. 2001  
 )  
 Plaintiffs ) CIVIL ACTION - LAW  
 vs. )  
 )  
 GERARD J. DUSSAULT and )  
 MARGUERITE DUSSAULT, )  
 husband and wife, and )  
 ZOE WITHEY, )  
 )  
 Defendants )

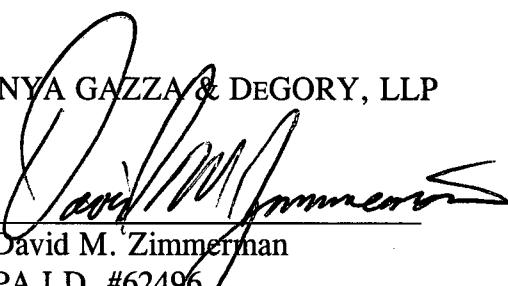
**PRAECIPE FOR DEFAULT JUDGMENT**

TO THE PROTHONOTARY:

Please enter a judgment by default in favor of Plaintiff Kay Family Limited Partnership and against Defendants Gerard J. Dussault and Marguerite Dussault in the above-captioned action, by reason of the failure of said Defendants to appear, answer or otherwise plead to Plaintiffs' Complaint. The amount of the judgment will need to be determined based on the damages to be assessed at a trial pursuant to Pennsylvania Rule of Civil Procedure 1037(b)(1).

BONYA GAZZA & DEGORY, LLP

By

  
David M. Zimmerman  
PA I.D. #62496  
Attorneys for Plaintiffs  
134 South Sixth Street  
Indiana, PA 15701  
(724) 465-5535

**FILED**

FEB 04 2002

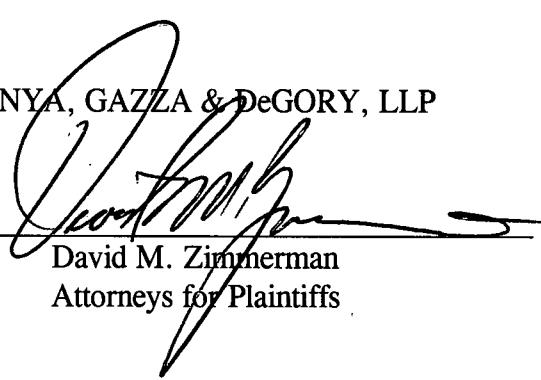
William A. Shaw  
Prothonotary

### Rule 237.1 Certification

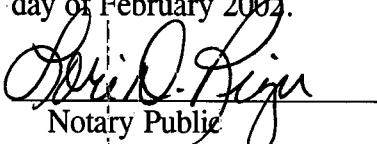
For purposes of Rule 237.1, it is certified that written notices of intention to file this Praeclipe for entry of default judgment, copies of which are attached hereto as Exhibits "C" and "D," were mailed to Gerard J. Dussault and Marguerite Dussault, against whom judgment is to be entered, ten (10) days prior to the date of the filing of this Praeclipe. The written notices attached hereto as Exhibits "C" and "D" were mailed to Gerard J. Dussault and Marguerite Dussault, respectively, on January 9, 2002 by United States First Class Mail. Original Certificates of Mailing pertaining to the notices sent to Gerard J. Dussault and Marguerite Dussault are attached hereto as Exhibits "E" and "F," respectively.

BONYA, GAZZA & DeGORY, LLP

By

  
David M. Zimmerman  
Attorneys for Plaintiffs

SWORN TO and subscribed  
before me this 1st  
day of February 2002.

  
\_\_\_\_\_  
Notary Public

Notarial Seal  
Lori D. Rizer, Notary Public  
Indiana Boro, Indiana County  
My Commission Expires Sept. 1, 2003

Member, Pennsylvania Association of Notaries

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

COPY

KAY FAMILY LIMITED )  
PARTNERSHIP, and )  
BONYA GAZZA & DEGORY, LLP, ) NO. 01278 C.D. 2001  
 )  
 Plaintiffs ) CIVIL ACTION - LAW  
 vs. )  
 )  
 GERARD J. DUSSAULT and )  
 MARGUERITE DUSSAULT, )  
 husband and wife, and )  
 ZOE WITHEY, )  
 )  
 Defendants )

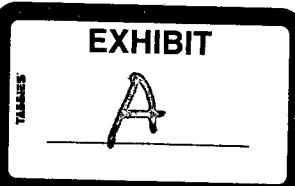
To: Gerard J. Dussault  
1089 River Road  
Weare, NH 03281

Date of Notice: JANUARY 9, 2002

**IMPORTANT NOTICE**

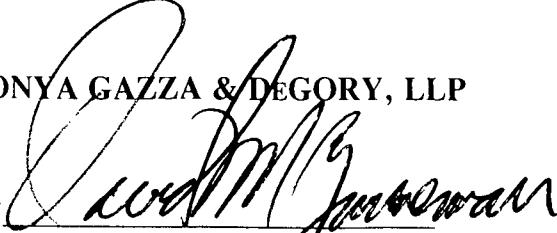
YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Court Administrator  
Fourth Floor  
Indiana County Courthouse  
Philadelphia Street  
Indiana, Pennsylvania 15701  
(724) 465-3955



BONYA GAZZA & DEGORY, LLP

By

  
David M. Zimmerman  
PA I.D. #62496  
Attorneys for Plaintiffs  
134 South Sixth Street  
Indiana, PA 15701  
(724) 465-5535

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

COPY

KAY FAMILY LIMITED )  
PARTNERSHIP, and )  
BONYA GAZZA & DEGORY, LLP, ) NO. 01278 C.D. 2001  
Plaintiffs )  
vs. ) CIVIL ACTION - LAW  
Defendants )  
GERARD J. DUSSAULT and )  
MARGUERITE DUSSAULT, )  
husband and wife, and )  
ZOE WITHEY, )  
Defendants )

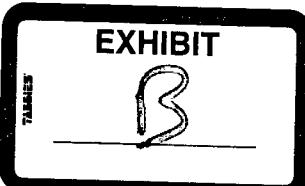
To: Marguerite Dussault  
1089 River Road  
Weare, NH 03281

Date of Notice: JANUARY 9, 2002

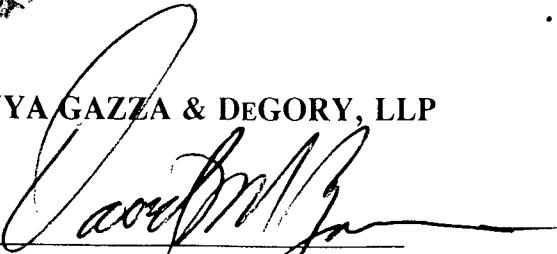
**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Court Administrator  
Fourth Floor  
Indiana County Courthouse  
Philadelphia Street  
Indiana, Pennsylvania 15701  
(724) 465-3955



  
**BONYA GAZZA & DEGORY, LLP**

By 

**David M. Zimmerman**  
**PA I.D. #62496**  
**Attorneys for Plaintiffs**  
**134 South Sixth Street**  
**Indiana, PA 15701**  
**(724) 465-5535**

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**  
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT  
PROVIDE FOR INSURANCE—POSTMASTER

Received From:

David M. Zimmerman  
BONYA GAZZA & DeGORY, LLP  
134 South Sixth Street  
Indiana, PA 15701

One piece of ordinary mail addressed to:

Mr. Gerard J. Dussault  
1089 River Road  
Weare, NH 03281



PS Form 3817, Mar. 1989

\* U.S. GPO:1989-242-531/05281

EXHIBIT

C

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**  
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT  
PROVIDE FOR INSURANCE—POSTMASTER

Received From: David M. Zimmerman  
BONYA GAZZA & DeGORY, LLP

000



134 South Sixth Street

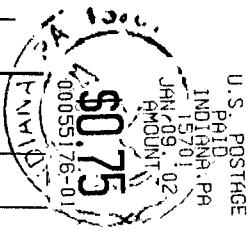
Indiana, PA 15701

One piece of ordinary mail addressed to:

Mrs. Marguerite Dussault

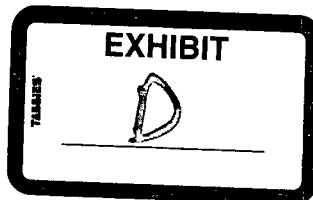
1089 River Road

Weare, NH 03281



PS Form 3817, Mar. 1989

\* U.S. GPO:1989-242-531/05281



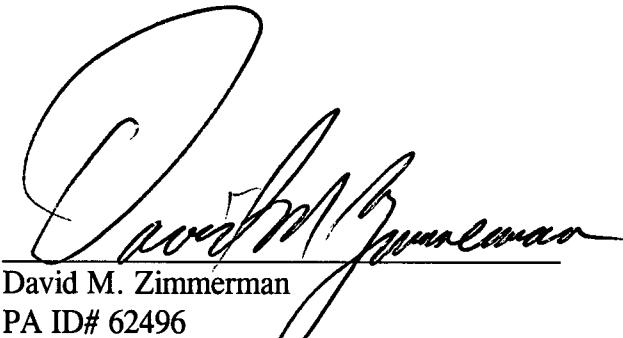
**CERTIFICATE OF SERVICE**

I hereby certify that on the 1<sup>st</sup> day of February 2002, I served a copy of the above Praeclipe for Default Judgment on each of the Defendants or their counsel by sending copies thereof by United States first class mail, postage prepaid, addressed as follows:

Mr. Gerard J. Dussault  
1089 River Road  
Weare, NH 03281  
(No counsel of record)

Mrs. Marguerite Dussault  
1089 River Road  
Weare, NH 03281  
(No counsel of record)

David C. Mason, Esquire  
409 North Front Street  
P.O. Box 28  
Philipsburg, PA 16866  
(Defendant Zoe Withey's Counsel)



David M. Zimmerman  
PA ID# 62496  
Attorney for Plaintiff  
Bonya Gazza & DeGory, LLP  
and Kay Family Limited Partnership  
134 South Sixth Street  
Indiana, Pennsylvania 15701  
Ph. (724) 465-5535

**FILED**

Atty pd.

12:29 PM  
FEB 04 2002

20.00

No CC

*ASAP*

William A. Shaw  
Prothonotary

**COPY**

**NOTICE OF JUDGMENT**

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

**CIVIL DIVISION**

**Kay Family Limited Partnership  
Bonya Gazza & DeGory, LLP**

**Vs.**

**No. 2001-01278-CD**

**Gerard J. Dussault  
Marguerite Dussault  
Zoe Withey**

**To: Gerard J. Dussault**

**NOTICE is given that a JUDGMENT in the above captioned matter has been entered against you in the amount to be determined on the 4th day of February, 2002.**

**William A. Shaw  
Prothonotary**

---

**William A. Shaw**

NOTICE OF JUDGMENT

**COPY**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

Kay Family Limited Partnership  
Bonya Gazza & DeGory, LLP

Vs.

No. 2001-01278-CD

Gerard J. Dussault  
Marguerite Dussault  
Zoe Withey

To: Marguerite Dussault

NOTICE is given that a JUDGMENT in the above captioned matter has been entered against you in the amount to be determined on the 4th day of February, 2002.

William A. Shaw  
Prothonotary

---

William A. Shaw

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

COPY

Kay Family Limited Partnership  
Bonya Gazza & DeGory, LLP  
Plaintiff(s)

No.: 2001-01278-CD

Real Debt: To Be Determined

Atty's Comm:

Vs. Costs: \$

Int. From:

Gerard J. Dussault  
Marguerite Dussault  
Zoe Withey  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment Against  
Gerard J. Dussault and Marguerite Dussault  
ONLY

Date of Entry: February 4, 2002

Expires: February 4, 2007

Certified from the record this 4th day of February, 2002.

---

William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

---

Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

## CIVIL ACTION - LAW

KAY FAMILY LIMITED  
PARTNERSHIP, and BONYA  
GAZZA & DeGORY, LLP,

\*  
\* No. 01278 C.D. 2001

### Plaintiffs

\*

vs.

\*

GERARD J. DUSSAULT and  
MARGUERITE DUSSAULT,  
husband and wife, AND  
ZOE WITHEY

\* \* \* \*

## Defendants

\*

\* TYPE OF CASE: Civil Action

\*

- \* TYPE OF PLEADING: Praeclipe
- \* for Entry of Judgment

\*

\* FILED ON BEHALF OF:  
\* Plaintiff

\*

\* COUNSEL OF RECORD FOR THIS  
\* PARTY:

\*

\* David C. Mason, Esquire  
\* Supreme Court I.D. 39180  
\* Attorney at Law  
\* P. O. Box 28  
\* Philipsburg, PA 16866  
\* (814) 342-2240

FILED

APR 05 2002

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

KAY FAMILY LIMITED  
PARTNERSHIP, and BONYA  
GAZZA & DeGORY, LLP,

\*  
\* No. 01278 C.D. 2001  
\*  
\*

Plaintiffs

\*

VS.

\*

GERARD J. DUSSAULT and  
MARGUERITE DUSSAULT,  
husband and wife, AND  
ZOE WITHEY

\*

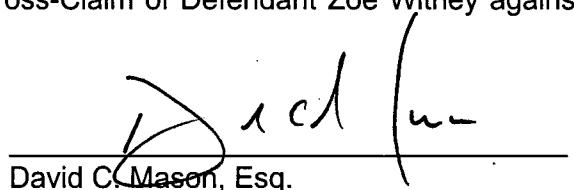
Defendants

\*

PRAECIPE FOR ENTRY OF JUDGMENT

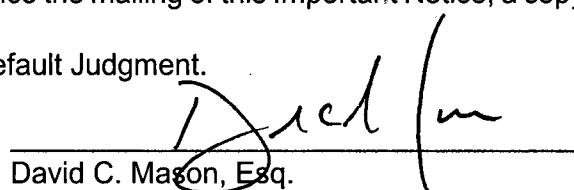
Would you kindly enter Judgment in the above captioned matter in favor of Zoe Withey and  
against the Defendants Gerald J. Dussault and Marguerite Dussault as set forth in the Answer,  
New Matter and New Matter in the Nature of a Cross-Claim of Defendant Zoe Withey against  
Gerald J. Dussault and Marguerite Dussault.

4-4-02

  
\_\_\_\_\_  
David C. Mason, Esq.  
Attorney for Zoe Withey

I, DAVID C. MASON, Esquire, Attorney for Zoe Withey in the above-captioned matter  
hereby certify that pursuant to Pa. Rules of Civil Procedure 237.1, I mailed to the Defendants  
Gerald J. Dussault and Marguerite Dussault, under date of February 7, 2002, the Important Notice  
required by law. Ten (10) days have now passed since the mailing of this Important Notice, a copy  
of which is attached to this Praecipe for Entry of Default Judgment.

4-4-02

  
\_\_\_\_\_  
David C. Mason, Esq.  
Attorney for Zoe Withey

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

KAY FAMILY LIMITED  
PARTNERSHIP, and BONYA  
GAZZA & DeGORY, LLP,

\*  
\* No. 01278 C.D. 2001  
\*  
\*

Plaintiffs

\*  
\*

vs.

\*

GERARD J. DUSSAULT and  
MARGUERITE DUSSAULT,  
husband and wife, AND  
ZOE WITHEY

\*  
\*  
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Defendants

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TO: Gerald J. Dussault  
1089 River Road  
Weare, NH 03281

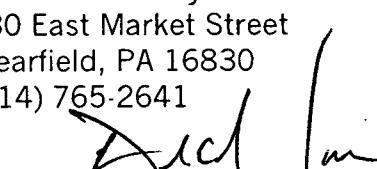
DATE OF NOTICE: February 7, 2002

**IMPORTANT NOTICE**

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

Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830  
(814) 765-2641

DATED: 2/7/02

  
\_\_\_\_\_  
David C. Mason, Esquire  
Attorney for Zoe Withey  
P. O. Box 28  
Philipsburg, PA 16866  
I.D. No. 39180

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

KAY FAMILY LIMITED  
PARTNERSHIP, and BONYA  
GAZZA & DeGORY, LLP,

\*  
\* No. 01278 C.D. 2001  
\*  
\*

Plaintiffs

\*

vs.

\*

GERARD J. DUSSAULT and  
MARGUERITE DUSSAULT,  
husband and wife, AND  
ZOE WITHEY

\*  
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\*  
\*

Defendants

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TO: Marguerite Dussault  
1089 River Road  
Weare, NH 03281

DATE OF NOTICE: February 7, 2002

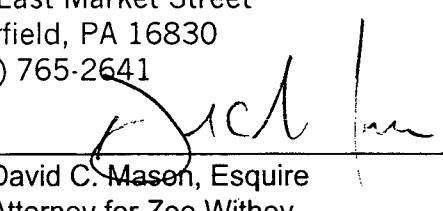
**IMPORTANT NOTICE**

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

Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830  
(814) 765-2641

DATED: 2/7/02

David C. Mason, Esquire  
Attorney for Zoe Withey  
P. O. Box 28  
Philipsburg, PA 16866  
I.D. No. 39180



**FILED**

1cc each def

O 19.48 01  
APR 05 2002

Notice to each def

No Statement

Atty Mason pd. 20.00

William A. Shaw  
Prothonotary

*Get  
it*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

COPY

CIVIL ACTION - LAW

KAY FAMILY LIMITED  
PARTNERSHIP, and BONYA  
GAZZA & DeGORY, LLP,

Plaintiffs

vs.

GERARD J. DUSSAULT and  
MARGUERITE DUSSAULT,  
husband and wife. AND  
ZOE WITHEY

Defendants

\*  
\* No. 01278 C.D. 2001  
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NOTICE OF ENTRY OF JUDGMENT

To: Gerald J. Dussault  
1089 River Road  
Weare, NH 03281

Pursuant to Rule 236, please be advised that the Court has entered a

Order  
 Decree  
 Judgment  
 Opinion

in the above proceeding, and a copy thereof is enclosed.

Dated: 4/15/02

  
Prothonotary

Deputy

**COPY**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

KAY FAMILY LIMITED  
PARTNERSHIP, and BONYA  
GAZZA & DeGORRY, LLP,

Plaintiffs

vs.

GERARD J. DUSSAULT and  
MARGUERITE DUSSAULT,  
husband and wife, AND  
ZOE WITHEY

Defendants

\*  
\* No. 01278 C.D. 2001  
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**NOTICE OF ENTRY OF JUDGMENT**

To: Marguerite Dussault  
1089 River Road  
Weare, NH 03281

Pursuant to Rule 236, please be advised that the Court has entered a

Order  
 Decree  
 Judgment  
 Opinion

in the above proceeding, and a copy thereof is enclosed.

Dated: 4/15/02

  
\_\_\_\_\_  
Prothonotary

Deputy

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

**1. Article Addressed to:**

Gerard and Marguerite Dussault  
1089 River Road  
Weare, NH 03281

**2. Article Number (Copy from service label)**

7000 0600 0023 6397 9989

**COMPLETE THIS SECTION ON DELIVERY****A. Received by (Please Print Clearly)****B. Date of Delivery**

4/19/02

**C. Signature** Agent Addressee**D. Is delivery address different from item 1?** Yes

If YES, enter delivery address below:  No

**3. Service Type**

<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

**4. Restricted Delivery? (Extra Fee)** Yes

UNITED STATES POSTAL SERVICE



First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

- Sender: Please print your name, address, and ZIP+4 in this box •

Court Administrator's Office  
Clearfield County Courthouse  
230 East Market Street  
Suite 228  
Clearfield, PA 16830



OFFICE OF COURT ADMINISTRATOR  
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

CLEARFIELD COUNTY COURTHOUSE  
230 EAST MARKET STREET, SUITE 228  
CLEARFIELD, PENNSYLVANIA 16830

DAVID S. MEHOLICK  
COURT ADMINISTRATOR

PHONE: (814) 765-2641  
FAX: 1-814-765-5009 7449

MARCY KELLEY  
DEPUTY COURT ADMINISTRATOR

April 2, 2002

David M. Zimmerman, Esquire  
Bonya, Gazza & DeGory, LLP  
134 South Sixth Street  
Indiana, PA 15701

Gerard J. and Marguerite Dussault  
1089 River Road  
Wear, NH 03281

David C. Mason, Esquire  
Attorney at Law  
Post Office Box 28  
Philipsburg, PA 16866

RE: KAY FAMILY LIMITED PARTNERSHIP, al  
vs.  
GERARD J. DUSSAULT, al  
No. 01-1278-CD

Dear Counsel and Mr. & Mrs. Dussault:

The above case is scheduled for Arbitration Hearing to be held Monday, June 6, 2002. The following have been appointed to the Board of Arbitrators:

Carl A. Belin, Jr., Esquire  
Barbara J. Hugney-Shope, Esquire  
Theron G. Noble, Esquire  
Mark S. Weaver, Esquire  
Lee Ann Heltzel, Esquire  
William A. Shaw, Jr., Esquire

If you wish to strike an Arbitrator, you must notify the undersigned within seven (7) days from the date of this letter the name you wish stricken from the list.

You will be notified at a later date the exact time of the Arbitration Hearing.

**FILED**

APR 22 2002

Very truly yours,  
*Marcy Kelley*  
Marcy Kelley  
Deputy Court Administrator

William A. Shaw  
Prothonotary



OFFICE OF COURT ADMINISTRATOR  
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

CLEARFIELD COUNTY COURTHOUSE  
230 EAST MARKET STREET, SUITE 228  
CLEARFIELD, PENNSYLVANIA 16830

DAVID S. MEHCLICK  
COURT ADMINISTRATOR

PHONE: (814) 765-2641  
FAX: 1-814-765-6089 7449

MARCY KELLEY  
DEPUTY COURT ADMINISTRATOR

April 15, 2002

David M. Zimmerman, Esquire  
Bonya, Gazza & DeGory, LLP  
134 South Sixth Street  
Indiana, PA 15701

Gerard J. and Marguerite Dussault  
1089 River Road  
Weare, NH 03281

David C. Mason, Esquire  
Attorney at Law  
Post Office Box 28  
Philipsburg, PA 16866

RE: KAY FAMILY LIMITED PARTNERSHIP, al  
vs.  
GERARD J. DUSSAULT, al  
No. 01-1278-CD

Dear Counsel and Mr. & Mrs. Dussault:

The above case is scheduled for Arbitration Hearing to be held Monday, June 10, 2002 at 10:30 A.M. The following have been appointed as Arbitrators:

Carl A. Belin, Jr., Esquire, Chairman  
Barbara J. Hugney-Shope, Esquire  
Theron G. Noble, Esquire

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

Very truly yours,  
*Marcy Kelley*  
Marcy Kelley  
Deputy Court Administrator

cc: Carl A. Belin, Jr., Esquire  
Barbara J. Hugney-Shope, Esquire  
Theron G. Noble, Esquire

**FILED**

04-28-02  
APR 22 2002

William A. Shaw  
Prothonotary

Arb-6-10-02

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

KAY FAMILY LIMITED  
PARTNERSHIP, and BONYA  
GAZZA & DeGORY, LLP,

\*  
\* No. 01278 C.D. 2001  
\*

Plaintiffs

**RECEIVED**

vs.

**JUN 03 2002**

GERARD J. DUSSAULT and  
MARGUERITE DUSSAULT,  
husband and wife, AND  
ZOE WITHEY

COURT ADMINISTRATOR'S  
OFFICE

Defendants

\*  
\* TYPE OF PLEADING: PRE-TRIAL  
\* STATEMENT OF DEFENDANT ZOE  
\* WITHEY  
\*

\* FILED ON BEHALF OF: ZOE WITHEY,  
\* DEFENDANT

\* ATTORNEY FOR DEFENDANT:  
\* David C. Mason, Esquire  
\* Supreme Court ID #39180  
\* MASON LAW OFFICE  
\* P.O. Box 28  
\* Philipsburg, PA 16866  
\* (814) 342-2240

\* ATTORNEY FOR PLAINTIFF:  
\* David M. Zimmerman, Esquire  
\* Bonya Gazza & DeGory, LLP  
\* Attorneys at Law  
\* 134 South Sixth Street  
\* Indiana, PA 15701

\*  
\*  
\*  
\*  
\*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

## CIVIL ACTION - LAW

KAY FAMILY LIMITED \*  
PARTNERSHIP, and BONYA \*  
GAZZA & DeGORY, LLP, \*  
Plaintiffs \*  
vs. \*  
GERARD J. DUSSAULT and \*  
MARGUERITE DUSSAULT, \*  
husband and wife, AND \*  
ZOE WITHEY \*  
Defendants \*

**PRE-TRIAL STATEMENT**  
**OF DEFENDANT ZOE WITHEY**

## A. BACKGROUND:

Zoe Withey is an independent abstractor in Clearfield County performing services for and on behalf of attorneys. At the request of Indiana Abstracting, Zoe Withey collected information regarding documents involving the title of Gerard J. Dussault and Marguerite Dussault, and provided the same to Indiana Abstracting.

## B. LIST OF WITNESSES:

Defendant Zoe Withey intends to call any or all of the following:

1. Rebecca Latimer
2. Daphne Shaffer
3. Janet Haag
4. Kristy Johnston
5. Zoe Withey

## C. EVIDENCE:

Plaintiffs' complaint sets forth a cause of action for breach of contract (Count I against Ms. Withey) and a cause of action in negligence (Count II against Ms. Withey).

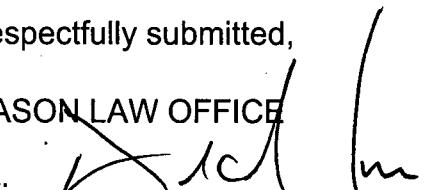
Plaintiffs must first establish a contract with Ms. Withey, then the terms of that contract, and a breach of the contract before they can recover. Finally, the Plaintiffs must establish the proper measure of damages recoverable for breach of contract.

Plaintiffs have sought recovery under a negligence theory, however, the law in Pennsylvania precludes recovery in negligence for economic loss if unaccompanied by personal injury. AIKENS v. B & O RAILROAD, 348 Pa. Super. 17, 501 A.2d 277 (1985) adopted Restatement (Second) of Torts, Section 766B. In accord, SPIVACK v. BERKS RIDGE CORP., 402 Pa. Super. 73, 586 A.2d 402 (1990); GENERAL PUBLIC UTILITIES v. GLASS KITCHENS OF LANCASTER, INC., 374 Pa. Super. 203, 542 A.2d 567 (1988).

Respectfully submitted,

MASON LAW OFFICE

By:

  
David C. Mason, Esquire  
Attorney for Defendant, Zoe Withey  
P. O. Box 28  
Philipsburg, PA 16866

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

KAY FAMILY LIMITED  
PARTNERSHIP, and BONYA  
GAZZA & DeGORY, LLP,

Plaintiffs

\*  
\* No. 01278 C.D. 2001  
\*  
\*

vs.

GERARD J. DUSSAULT and  
MARGUERITE DUSSAULT,  
husband and wife, AND  
ZOE WITHEY

Defendants

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**CERTIFICATE OF SERVICE**

I, DAVID C. MASON, Esquire, do hereby certify that I served a true and correct copy of PRE-TRIAL STATEMENT OF DEFENDANT ZOE WITHEY filed in the above captioned matter, by placing the same in the United States mail, postage prepaid and addressed as follows:

David M. Zimmerman, Esquire  
Bonya Gazza & DeGory, LLP  
Attorneys at Law  
134 South Sixth Street  
Indiana, PA 15701

DATED: 6-3-02

MASON LAW OFFICE

BY:

David C. Mason, Esquire

DRB 610-02

May 28, 2002

01-1278-cd

Office of Court Administrator  
Board of Arbitrators

When we were selling the house in Pennsylvania, we were called by the real estate agent and told to go sign papers pertaining to the house. We signed the papers they told us we had to sign and went back home. Approximately a week later, after signing those papers, we called and asked what time we were to come and sign the closing papers. We were then told we had already signed them. We were never informed that we were signing closing paper. We were just told to "sign here".

Our attorneys, Lukehart and Lundy, informed us that everything was in order. Two and a half weeks later they sent us a letter and our check for the sale of the property.

Approximately three months later we were notified that a loan had not been paid off and then they accused us of being negligent.

We are both senior citizens living on a very limited income. There is only so much we can do. We have never missed a payment. We do not have money to hire a lawyer and cannot travel because of our finances and physical condition.

We do not believe we are responsible for Lukehart and Lundy mishandling the closing and not telling us we were signing the closing papers or for Zoe Withey not doing her job.

Respectfully,

Gerard L. Dussault  
*Gerard Dussault*  
Marguerite Dussault  
*Marguerite Dussault*

RECEIVED

MAY 31 2002

COURT ADMINISTRATOR'S  
OFFICE

**LUKEHART & LUNDY**

ATTORNEYS AT LAW

219 EAST UNION STREET, P.O. BOX 74  
PUNXSUTAWNEY, PA 15767-0074

(814) 938-8110

J. KIPP LUKEHART  
JEFFREY LUNDY

FAX NUMBER  
(814) 938-3489

December 22, 1999

Mr. and Mrs. Gerard J. Dussault  
137 May Street  
Lawrence, MA 01841

Re: Gerard J. Dussault, et ux./Kay Family Limited Partnership  
Borough of Mahaffey, Clearfield County

Dear Mr. and Mrs. Dussault:

Please be advised that I received a telephone call from Attorney DeGory, who represented Kay Family Limited Partnership regarding the purchase of your property located on Main Street, Mahaffey, Clearfield County, Pennsylvania.

According to Attorney DeGory, you had a home equity loan with Clearfield Bank and Trust which was not disclosed to Attorney DeGory by the title abstractor. Attorney DeGory received a telephone call from Clearfield Bank making inquiry as to why this loan was not paid off when this transaction was closed.

Obviously, if this was a lien against the property, it should have been paid so that you were in a position to convey the property by general warranty deed. Enclosed please find a copy of the HUD-1 Settlement Statement that shows no disbursement to Clearfield Bank and Trust.

I would appreciate you please calling so that we can discuss this matter.

Very truly yours,

LUKEHART & LUNDY

J. Kipp Lukehart

JKL/bms  
Enclosure

# LUKEHART & LUNDY

ATTORNEYS AT LAW

219 EAST UNION STREET, P.O. BOX 74  
PUNXSUTAWNEY, PA 15767-0074

(814) 938-8110

FAX NUMBER  
(814) 938-3489

J. KIPP LUKEHART  
JEFFREY LUNDY

September 21, 1999

Mr. and Mrs. Gerard J. Dussault  
137 May Street  
Lawrence, MA 01841

Re: Gerard J. Dussault, et ux./Kay Family Limited Partnership  
Borough of Mahaffey, Clearfield County

Dear Mr. and Mrs. Dussault:

A closing of the above captioned transaction was held on September 17, 1999. In connection therewith, I am enclosing the following items:

1. Photocopy of the HUD-1 Settlement Statement as prepared by the Buyers' attorney, which we reviewed prior to closing and found to be acceptable.

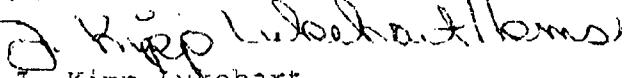
2. Our trust account check made payable to you in the amount of \$29,124.87 representing the net proceeds due the Sellers in accordance with Line 603 of the HUD-1 less our legal fees and costs.

3. Our invoice for legal fees and costs in the amount of \$153.00 marked "PAID" and taken from the proceeds.

I trust this is satisfactory. Please do not hesitate to contact us if we can be of any further assistance.

Very truly yours,

LUKEHART & LUNDY

  
J. Kipp Lukehart

JKL/bms  
Enclosures

TELEPHONE  
(614) 938-6110

LUKEHART & LUNDY  
ATTORNEYS AT LAW  
219 EAST UNION STREET  
P O. BOX 74  
PUNXSUTAWNEY PA. 15767-0074

J KIPP LUKEHART  
JEFFREY LUNDY

MATTER: Dussault to Kay Family  
423-99-K

TO  
Mr. and Mrs. Gerald J. Dussault  
137 May Street  
Lawrence, MA 01841

DATE: September 21, 1999

STATEMENT  
FOR PERIOD:

JKL

LEGAL FEES:

Preparation of Deed

\$ 150.00

COSTS:

Notary Fee - Deed

\$ 3.00

*Paid 9/21/99  
from net proceeds)*

TOTAL

\$153.00

May 28, 2002

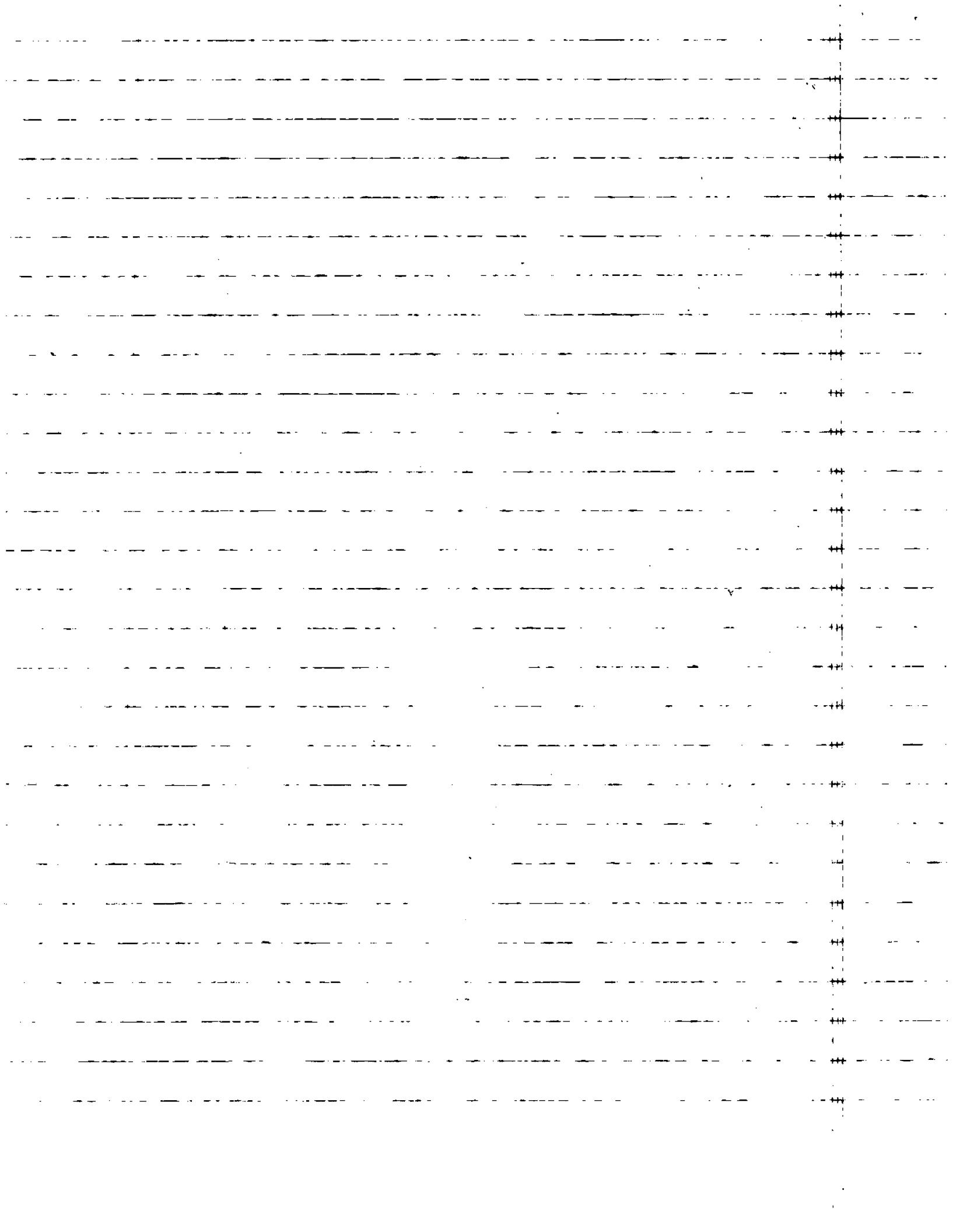
Office of Court Administrator  
Board of Arbitrators

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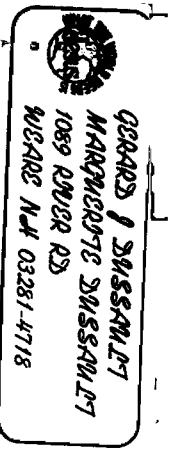
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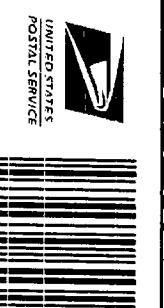
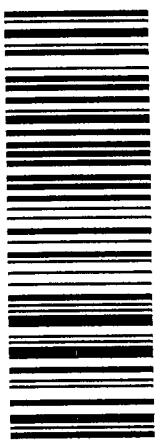


We do not believe we are responsible for Lukehart and Lundy mishandling the closing and not telling us we were signing the closing papers or for Joe Withey not doing her job.

Respectfully,  
George Dussault  
Marguerite Dussault



**CERTIFIED MAIL**



**\$4.17**  
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U. S. POSTAGE  
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MAY 28 2002  
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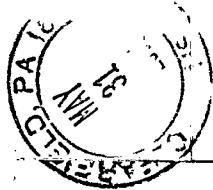


Office of Court Administrator  
Sixty-sixth Judicial District of Pennsylvania  
Clayfield County Courthouse  
230 East Market Street, Suite 228  
Clayfield, Pennsylvania 16830

% Mary Kelley

1683042448 04

1683042448 04



PLACE STICKER AT TOP OF ENVELOPE  
TO THE RIGHT OF RETURN ADDRESS.  
FOLD AT DOTTED LINE

Arb b-10-02

**BONYA GAZZA & DEGORY, LLP**  
ATTORNEYS AT LAW  
134 SOUTH SIXTH STREET  
INDIANA, PENNSYLVANIA 15701

JOHN A. BONYA  
BEVERLY A. GAZZA  
STANLEY P. DEGORY  
NICHOLAS J. MIKESIC  
DAVID M. ZIMMERMAN

May 30, 2002

TELEPHONE  
(724) 465-5535  
TELECOPIER  
(724) 465-9685  
E-MAIL  
cd@bgdlawfirm.com

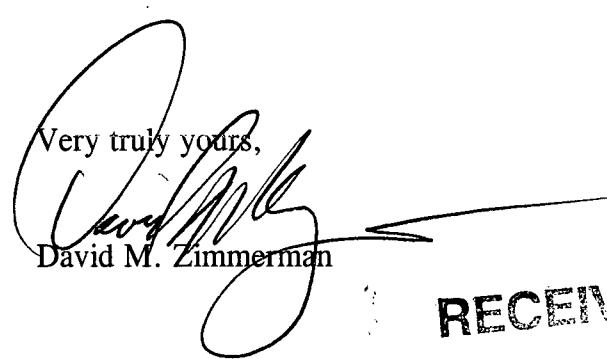
David S. Meholick  
Court Administrator  
Clearfield County Courthouse  
230 East Market Street, Suite 228  
Clearfield, PA 16830

Re: Kay Family Limited Partnership, and  
Bonya Gazza & DeGory, LLP vs.  
Gerard J. Dussault and Marguerite Dussault,  
husband and wife, and Zoe Withey  
No. 2001-01278-CD

Dear Mr. Meholick:

Enclosed are the original and one copy of a Plaintiffs' Pre-Trial Statement. Please file the original and time-stamp the copy and return it to me in the enclosed envelope.

I trust this is satisfactory, and am

Very truly yours,  
  
David M. Zimmerman

**RECEIVED**

**MAY 31 2002**

**COURT ADMINISTRATOR'S  
OFFICE**

enclosures

c:\dmz\workingfiles\kayvsdussault\ltrltoca.d mz.doc

BÖNYA, GAZZA & DEGORY, LLP

ATTORNEYS AT LAW

134 SOUTH SIXTH STREET

INDIANA, PENNSYLVANIA 15701

CERTIFIED COPY

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IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

KAY FAMILY LIMITED	)	
PARTNERSHIP, and	)	
BONYA GAZZA & DEGORY, LLP,	)	NO. 01278 C.D. 2001
	)	
Plaintiffs	)	CIVIL ACTION - LAW
vs.	)	
	)	
GERARD J. DUSSAULT and	)	
MARGUERITE DUSSAULT,	)	
husband and wife, and	)	
ZOE WITHEY,	)	
	)	
Defendants	)	

RECEIVED  
MAY 31 2002  
COURT ADMINISTRATOR'S  
OFFICE

PLAINTIFFS' PRE-TRIAL STATEMENT

The following Pre-Trial Statement pertains to the Arbitration Hearing scheduled for June 10, 2002 and is hereby submitted by Plaintiffs as required by Clearfield County Local Rule of Civil Procedure 1306A:

I. STATEMENT OF THE CASE

In August or September 1999, the law firm of Bonya Gazza & DeGory, LLP made arrangements for Zoe Withey to provide it with a title report on property that was being purchased by its client, Kay Family Limited Partnership, from Gerard J. Dussault and Marguerite Dussault. In providing the title report, Ms. Withey failed to identify and/or disclose a mortgage held by Clearfield Bank & Trust Company. Despite demands that the Dussaults or Ms. Withey pay off the mortgage, they have refused.

Kay Family Limited Partnership and Bonya Gazza & DeGory filed a complaint against the Dussaults and Ms. Withey, with claims by Kay Family Limited Partnership against the Dussaults for breach of contract, breach of general warranty, fraud and

punitive damages, and claims by Bonya Gazza & DeGory against Ms. Withey for breach of contract and negligence. Ms. Withey responded to the complaint, but the Dussaults did not and a default judgment was obtained against them.

At the arbitration hearing, Kay Family Limited Partnership seeks an assessment of damages on the default judgment against the Dussaults pursuant to Pa.R.C.P. 1037(b)(1). Bonya Gazza & DeGory seeks a judgment against Ms. Withey for the amount of the outstanding mortgage.

## II. CITATIONS

None.

## III. LIST OF WITNESSES

Stanley P. DeGory, Esquire  
Bonya Gazza & DeGory, LLP  
134 South Sixth Street  
Indiana, PA 15701

Cindy Davis, Secretary  
Bonya Gazza & DeGory, LLP  
134 South Sixth Street  
Indiana, PA 15701

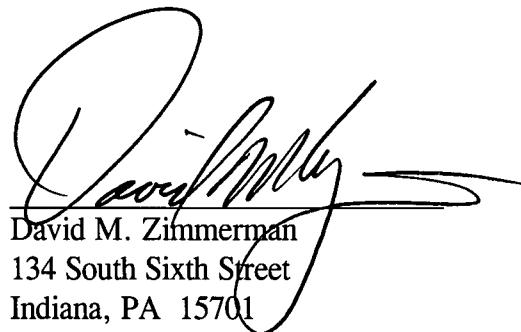
Janet George, or  
Kathleen King  
Indiana Title Abstract Company  
134 South Sixth Street  
Indiana, PA 15701

Denise Wooster,  
Assistant Secretary & Loan Operations Supervisor  
Clearfield Bank & Trust Company  
11 North 2nd Street  
Clearfield, PA 16830

IV. STATEMENT OF DAMAGES

The damages to be awarded to Bonya Gazza & DeGory consist of the payoff amount of the outstanding mortgage, which is believed to be approximately \$7,000, plus costs. The damages to be awarded to Kay Family Limited Partnership consist of the outstanding mortgage amount, punitive damages and attorneys fees, plus costs.

Date: May 30, 2002



David M. Zimmerman  
134 South Sixth Street  
Indiana, PA 15701  
724-465-5535  
PA ID# 62496  
Attorney for Plaintiffs

**CERTIFICATE OF SERVICE**

I hereby certify that on the 30<sup>th</sup> day of May 2002, I served the above Pre-Trial Statement on each of the following persons by sending copies thereof by United States first class mail, postage prepaid, addressed as follows:

David C. Mason, Esquire  
409 North Front Street  
P.O. Box 28  
Philipsburg, PA 16866  
(Defendant Zoe Withey's Counsel)

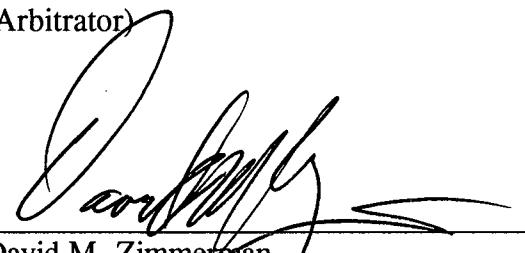
Carl A. Belin, Jr., Esquire  
Belin & Kubista  
Post Office Box 1  
Clearfield, PA 16830  
(Arbitrator)

Mr. Gerard J. Dussault  
1089 River Road  
Weare, NH 03281  
(No counsel of record)

Barbara J. Hugney-Shop, Attorney at Law  
23 North Second Street  
Clearfield, PA 16830  
(Arbitrator)

Mrs. Marguerite Dussault  
1089 River Road  
Weare, NH 03281  
(No counsel of record)

Theron G. Noble, Esquire  
Ferraraccio & Noble  
301 East Pine Street  
Clearfield, PA 16830  
(Arbitrator)

  
\_\_\_\_\_  
David M. Zimmerman  
PA ID# 62496  
Attorney for Plaintiffs  
Bonya Gazza & DeGory, LLP  
and Kay Family Limited Partnership  
134 South Sixth Street  
Indiana, Pennsylvania 15701  
Ph. (724) 465-5535

6/10/02

## Loan Payoff Inquiry

08:44:19

GERARD J DUSSAULT  
MARGUERITE DUSSAULT  
1089 RIVER RD  
WEARE NH 03281-4718

Messages              Loan#              502936 L  
Active              Type: HOME EQUITY 120M  
                    Eff. Dt:              6/10/02  
                    PerDiem:              1.51558

Description	Amounts	Rebates	Payoffs
Current Balance	6,820.13		6,820.13
Accrued Interest	15.20		6,835.33
Credit Life Charge	2.33		6,837.66
A&H Charge			6,837.66
 Total Payoff			6,837.66
 Satisfaction fee			<u>10.50</u>
			6,848.16

Bottom  
F3=Exit F6=Messages F7=Escrow/Insurance F8=Set P/O Pending F12=Previous  
F14=Fee Inq. F20=Generate P/O Letter

Exh C

# Bonya Gazza & DeGory, LLP

Attorneys at Law  
134 South Sixth Street  
Indiana, PA 15701

Date

6/5/2002

To Kay Family Limited Partnership  
542 Lutz School Road  
Indiana, PA 15701

Date	For Professional Services Rendered	Amount	Amount Due
			Balance
04/30/2002	Balance forward		6,174.50
05/16/2002	Review file re: arbitration; prepare subpoenas and notices to attend; begin preparation of pre-trial statement	229.50	6,404.00
05/17/2002	Telephone conference with Clearfield Bank re: subpoena	27.00	6,431.00
05/22/2002	Telephone conference with Clearfield Bank re: subpoena	27.00	6,458.00
05/23/2002	Prepare new subpoena and attachment; prepare letter to Clearfield Bank	40.50	6,498.50
05/30/2002	Prepare statement; prepare for hearing	229.50	6,728.00

Amount Due
\$6,728.00

# Bonya Gazza & DeGory, LLP

Attorneys at Law  
134 South Sixth Street  
Indiana, PA 15701

Date
6/10/2002

**To** Kay Family Limited Partnership  
542 Lutz School Road  
Indiana, PA 15701

Amount Due
\$7,875.50

Date	For Professional Services Rendered	Amount	Balance
05/31/2002	Balance forward		6,728.00
06/05/2002	Review defendant Withey's pre-trial statement; review file re: hearing; research re: damages, cause of action for negligence	405.00	7,133.00
06/06/2002	Continue preparation for hearing; research re: damages, professional negligence claim; conferences with Atty. DeGory, C. Davis and Indiana Title re: case	202.50	7,335.50
06/07/2002	Final preparation for hearing	135.00	7,470.50
06/10/2002	Attend hearing	405.00	7,875.50

Amount Due
\$7,875.50

# Bonya Gazza & DeGory, LLP

Attorneys at Law  
134 South Sixth Street  
Indiana, PA 15701

Date

5/1/2002

To Kay Family Limited Partnership  
542 Lutz School Road  
Indiana, PA 15701

Date	For Professional Services Rendered	Amount	Amount Due
03/31/2002	Balance forward		6,026.00
04/08/2002	Review hearing notices; attorney conference re: status; staff conference re: subpoenas	67.50	6,093.50
04/09/2002	Review rules re: arbitration	27.00	6,120.50
04/16/2002	Review arbitration hearing notice; telephone conference re: hearing; attorney conference re: status	54.00	6,174.50

Amount Due

\$6,174.50

# Bonya Gazza & DeGory, LLP

Attorneys at Law  
134 South Sixth Street  
Indiana, PA 15701

Date

4/9/2002

**To** Kay Family Limited Partnership  
542 Lutz School Road  
Indiana, PA 15701

Date	For Professional Services Rendered	Amount	Amount Due
			Balance
02/28/2002	Balance forward		5,999.00
03/06/2002	Telephone conference with Prothonotary's office	27.00	6,026.00

Amount Due
\$6,026.00

# Bonya Gazza & DeGory, LLP

Attorneys at Law  
134 South Sixth Street  
Indiana, PA 15701

Date

3/6/2002

**To** Kay Family Limited Partnership  
542 Lutz School Road  
Indiana, PA 15701

Date	For Professional Services Rendered	Amount	Amount Due
			Balance
01/31/2002	Balance forward		5,762.50
02/01/2002	Telephone conferences with Prothonotary re: local procedure; prepare and send filings re: default judgment, Praecipe for arbitration	202.50	5,965.00
02/21/2002	Telephone conference with D. Stitt re: Mahaffey renter	34.00	5,999.00

Amount Due
\$5,999.00

# Bonya Gazza & DeGory, LLP

Attorneys at Law  
134 South Sixth Street  
Indiana, PA 15701

Date
2/1/2002

**To** Kay Family Limited Partnership  
542 Lutz School Road  
Indiana, PA 15701

Amount Due
\$5,762.50

Date	For Professional Services Rendered	Amount	Balance
01/27/2002	Balance forward		5,668.00
01/28/2002	Research re: damages for default judgment; telephone conference with Clearfield County Prothonotary	67.50	5,735.50
01/29/2002	Conference re: default judgment	27.00	5,762.50

Amount Due
\$5,762.50

# Bonya Gazza & DeGory, LLP

Attorneys at Law  
 134 South Sixth Street  
 Indiana, PA 15701

Date
1/28/2002

**To** Kay Family Limited Partnership  
 542 Lutz School Road  
 Indiana, PA 15701

Amount Due
\$5,668.00

Date	For Professional Services Rendered	Amount	Balance
05/31/2001	Balance forward		0.00
06/27/2001	Conference re: case; review file; prepare letter to counsel; review and revise letter (DMZ)	108.00	108.00
07/09/2001	Telephone conference with G. Dussault (DMZ)	27.00	135.00
07/24/2001	Review file; conference re: status (DMZ)	54.00	189.00
07/26/2001	Conference re: status; telephone conference with Atty. Ireland (DMZ)	27.00	216.00
08/06/2001	Review file; prepare Praeclipe for Writ; letter to Prothonotary; telephone conferences with Prothonotary, Sheriff's office, and Indiana Title; research re: addresses (DMZ)	270.00	486.00
08/21/2001	Review mailing receipts; review file re: status (DMZ)	27.00	513.00
09/06/2001	Telephone conference with Insurance representatives; review letter from Atty. Lukehart (DMZ)	40.50	553.50
10/12/2001	Conference re: status; telephone message to insurance agent; prepare documents re: subpoenas (DMZ)	189.00	742.50
10/12/2001	Begin review of documents; attorneys conference; telephone conference with D. Stitt (SPD)	102.00	844.50
10/15/2001	Research re: subpoenas; review file re: service (DMZ)	67.50	912.00
10/16/2001	Review contracts; telephone conference with D. Stitt; telephone conference with realtor's office (SPD)	170.00	1,082.00
10/17/2001	Telephone conferences with P. Glessner (3); review Jury proposal; prepare revisions to contract (SPD)	204.00	1,286.00
10/18/2001	Telephone conference with P. Glessner; telephone conference with M. Jury (SPD)	85.00	1,371.00

# Bonya Gazza & DeGory, LLP

Attorneys at Law  
 134 South Sixth Street  
 Indiana, PA 15701

Date
1/28/2002

**To** Kay Family Limited Partnership  
 542 Lutz School Road  
 Indiana, PA 15701

Amount Due
\$5,668.00

Date	For Professional Services Rendered	Amount	Balance
10/18/2001	Research re: subpoenas; telephone conference with insurance representative; prepare subpoena notices; prepare subpoenas; telephone conference with Clearfield Bank; prepare letter to Dussault (DMZ)	405.00	1,776.00
10/19/2001	Telephone conference with D. Stitt; telephone conference with M. Jury (SPD)	68.00	1,844.00
10/22/2001	Telephone conference with M. Jury (SPD)	34.00	1,878.00
10/23/2001	Telephone conference with Atty. Mason (DMZ)	40.50	1,918.50
10/24/2001	Telephone conference with M. Jury; revise documents (SPD)	85.00	2,003.50
10/24/2001	Review letter from Atty. Mason; prepare letter to Atty. Mason and insurance representative (DMZ)	54.00	2,057.50
10/25/2001	Conference with M. Jury; telephone conference with D. Stitt; finalize and execute Agreement of Sale and Addendum (SPD)	170.00	2,227.50
10/25/2001	Final preparation of letter (DMZ)	27.00	2,254.50
10/29/2001	Telephone conference; prepare letters (DMZ)	67.50	2,322.00
11/09/2001	Telephone conference with Atty. Mason; prepare subpoena documents; telephone conference with Clearfield Bank (DMZ)	229.50	2,551.50
11/21/2001	Review file; begin preparation of Complaint (DMZ)	270.00	2,821.50
11/26/2001	Research re: warranties; continue preparation of Complaint (DMZ)	540.00	3,361.50
11/27/2001	Review file re: exhibits; review and revise draft Complaint; conferences re: Clearfield County records (DMZ)	540.00	3,901.50
11/28/2001	Telephone conferences with Atty. Topi; prepare letter to Atty. Topi (DMZ)	67.50	3,969.00
11/29/2001	Review file re: mortgage and deed (DMZ)	40.50	4,009.50
11/30/2001	Review and revise Complaint; attorneys conference (SPD)	85.00	4,094.50

# Bonya Gazza & DeGory, LLP

Attorneys at Law  
 134 South Sixth Street  
 Indiana, PA 15701

Date
1/28/2002

**To** Kay Family Limited Partnership  
 542 Lutz School Road  
 Indiana, PA 15701

Date	For Professional Services Rendered	Amount Due	
		Amount	Balance
11/30/2001	Conference re: case; final preparation of Complaint; prepare letter to opposing counsel, letter to Prothonotary and memo re: mailings (DMZ)	135.00	4,229.50
12/03/2001	Finalize Complaint; telephone conference with D. Stitt; attorneys conference (SPD)	102.00	4,331.50
12/03/2001	Final preparation of documents for filing (DMZ)	135.00	4,466.50
12/05/2001	Review documents from Bank (DMZ)	54.00	4,520.50
12/06/2001	Review file re: loan; prepare subpoena documents; telephone message to Atty. Kephart (DMZ)	135.00	4,655.50
12/10/2001	Review letter from Atty. Mason; conference re: status (DMZ)	27.00	4,682.50
12/11/2001	Review file; conference re: settlement (DMZ)	27.00	4,709.50
12/12/2001	Conference re: case; research re: release; prepare release; letter to Atty. Mason; review and revise release and letter (DMZ)	202.50	4,912.00
12/13/2001	Prepare letter and enclosures re: documents provided in response to subpoena; conference re: status (DMZ)	108.00	5,020.00
01/04/2002	Review Answer and New Matter; review file; telephone message to Withey's counsel (DMZ)	67.50	5,087.50
01/09/2002	Conference with Indiana Title; review file re: contacts with Withey; prepare ten-day notices (DMZ)	40.50	5,128.00
01/16/2002	Review file; prepare Reply to New Matter; prepare letter to Prothonotary (DMZ)	135.00	5,263.00
01/21/2002	Review file; research re: default judgment; prepare documents re: default judgment; review time slips (DMZ)	405.00	5,668.00
01/28/2002	Amount Due		5,668.00

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

Kay Family Limited Partnership, and Bonya Gazza & DeGory, LLP  
vs.  
Gerard J. Dussault and Marguerite Dussault, h/w, and Zoe Withey

No. 2001-01278-CD

**OATH OR AFFIRMATION OF ARBITRATORS**

Now, this 10th day of June, 2002, we the undersigned, having been appointed arbitrators in the above case do hereby swear, or affirm, that we will hear the evidence and allegations of the parties and justly and equitably try all matters in variance submitted to us, determine the matters in controversy, make an award, and transmit the same to the Prothonotary within twenty (20) days of the date of hearing of the same.

Carl A. Belin, Jr., Esq.

Barbara J. Hugney-Shope, Esq.

Theron G. Noble, Esq.

Chairman

*Barbara J. Hugney-Shope*

**FILED**

Sworn to and subscribed before me this  
10th day of June, 2002

*John A. Shaw*  
Prothonotary

JUN 10 2002

**AWARD OF ARBITRATORS**

William A. Shaw

Now, this 10 day of June, 2002, we the undersigned arbitrators appointed by the Prothonotary in this case, after being duly sworn, and having heard the evidence and allegations of the parties, do award and find as follows:

*Verdict in favor of Plaintiffs against Zoe Withey and Gerald Dussault and Marguerite Dussault in the amount of \$6848.16* *Verdict in favor of Defendants in the amount of \$6848.16*  
Chairman  
*John A. Shaw*  
(Continue if needed on reverse.)

**ENTRY OF AWARD**

Now, this 10th day of June, 2002, I hereby certify that the above award was entered of record this date in the proper dockets and notice by mail of the return and entry of said award duly given to the parties or their attorneys.

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

*John A. Shaw*  
Prothonotary  
By \_\_\_\_\_

I would concern w/ the result of  
Plaintiff v. Defendants. However, I would  
leave Defendants in with v. Dussault  
in the amount \$9,174<sup>28</sup>, being the amount  
of the 3<sup>rd</sup> mortgage on date of closing. This  
would assume that the Dussault's would  
pay the mortgage to with sufficient actual  
damages.



FILED  
01/12/2002  
JUN 10 2002  
cc  
Notice to G. Dussault, M. Dussault  
Larry Mason, Atty Zimmerman  
William A. Shaw  
Prothonotary

Kay Family Limited Partnership  
Bonya Gazza & DeGory, LLP

Vs.

Gerard J. Dussault; Marguerite Dussault; Zoe Withey

**COPY**

IN THE COURT OF  
PLEAS OF CLEARF

No. 2001-01278-CD

**NOTICE OF AWARD**

TO: GERARD J. DUSSAULT

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on the 10th day of June, 2002 and have awarded:

Verdict in favor of Plaintiffs against Zoe Withey and Gerald Dussault and Marguerite Dussault in the amount of \$6,848.16. Verdict in favor of Withey against Dussaults in the amount of \$6,848.16.

William A. Shaw

Prothonotary

By \_\_\_\_\_

June 10, 2002

Date

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

Kay Family Limited Partnership  
Bonya Gazza & DeGory, LLP

Vs.

Gerard J. Dussault; Marguerite Dussault; Zoe Withey

**COPY**

IN THE COURT OF  
PLEAS OF CLEARF

No. 2001-01278-CD

**NOTICE OF AWARD**

TO: MARGUERITE DUSSAULT

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on the 10th day of June, 2002 and have awarded:

Verdict in favor of Plaintiffs against Zoe Withey and Gerald Dussault and Marguerite Dussault in the amount of \$6,848.16. Verdict in favor of Withey against Dussaults in the amount of \$6,848.16.

William A. Shaw  
Prothonotary  
By \_\_\_\_\_

June 10, 2002

Date

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

Kay Family Limited Partnership  
Bonya Gazza & DeGory, LLP

Vs.

Gerard J. Dussault; Marguerite Dussault; Zoe Withey

**COPY**

IN THE COURT OF  
PLEAS OF CLEARF

No. 2001-01278-CD

**NOTICE OF AWARD**

TO: DAVID C. MASON

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on the 10th day of June, 2002 and have awarded:

Verdict in favor of Plaintiffs against Zoe Withey and Gerald Dussault and Marguerite Dussault in the amount of \$6,848.16. Verdict in favor of Withey against Dussaults in the amount of \$6,848.16.

William A. Shaw  
Prothonotary  
By \_\_\_\_\_

June 10, 2002

Date

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

Kay Family Limited Partnership  
Bonya Gazza & DeGory, LLP

Vs.

Gerard J. Dussault; Marguerite Dussault; Zoe Withey

IN THE COURT OF  
PLEAS OF CLEARF

No. 2001-01278-CD

**COPY**

**NOTICE OF AWARD**

TO: DAVID M. ZIMMERMAN

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on the 10th day of June, 2002 and have awarded:

Verdict in favor of Plaintiffs against Zoe Withey and Gerald Dussault and Marguerite Dussault in the amount of \$6,848.16. Verdict in favor of Withey against Dussaults in the amount of \$6,848.16.

William A. Shaw

Prothonotary

By \_\_\_\_\_

June 10, 2002

Date

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

## CIVIL ACTION - LAW

KAY FAMILY LIMITED  
PARTNERSHIP, and BONYA  
GAZZA & DeGORY, LLP,

## Plaintiffs

VS.

GERARD J. DUSSAULT and  
MARGUERITE DUSSAULT,  
husband and wife, AND  
ZOE WITHEY

## Defendants

\* No. 01278 C.D. 2001  
\*  
\* TYPE OF PLEADING: Notice of Appeal  
\* From Award of Board of Arbitration  
\*  
\*  
\* TYPE OF CASE: Civil Action - Law  
\*  
\*  
\*  
\*  
\*  
\* FILED ON BEHALF OF:  
\* Defendant Zoe Withey  
\*  
\* COUNSEL OF RECORD FOR  
\* THIS PARTY:  
\* David C. Mason, Esq.  
\* Supreme Court No. 39180  
\* Attorney at Law  
\* P.O. Box 28  
\* Philipsburg, PA 16866  
\* (814) 342-2240  
\*  
\* COUNSEL OF RECORD FOR  
\* PLAINTIFF:  
\* David M. Zimmerman, Esquire  
\* Bonya Gazza & DeGory, LLP  
\* Attorneys at Law  
\* 134 South Sixth Street  
\* Indiana, PA 15701

**FILED**

JUL 09 2002

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

KAY FAMILY LIMITED	*
PARTNERSHIP, and BONYA	* No. 01278 C.D. 2001
GAZZA & DeGORY, LLP,	*
Plaintiffs	*
vs.	*
GERARD J. DUSSAULT and	*
MARGUERITE DUSSAULT,	*
husband and wife, AND	*
ZOE WITHEY	*
Defendants	*

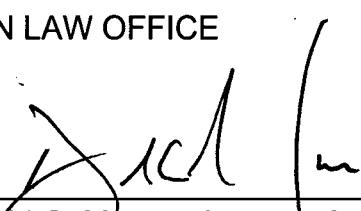
NOTICE OF APPEAL FROM

AWARD OF BOARD OF ARBITRATION

Pursuant to Pa. R.C.P. §1308, and the Clearfield County Local Rules of Court 1308, notice is hereby given that the Defendant Zoe Withey hereby appeals the decision of the Board of Arbitrators dated June 10, 2002. A copy of the decision and award is attached hereto.

I hereby certify that the compensation of the arbitrators has been paid pursuant to the said Rules.

MASON LAW OFFICE

By: 

David C. Mason, Attorney for  
Defendant Zoe Withey

Kay Family Limited Partnership  
Bonya Gazza & DeGory, LLP

IN THE COURT OF  
PLEAS OF CLEARF

Vs.

No. 2001-01278-CD

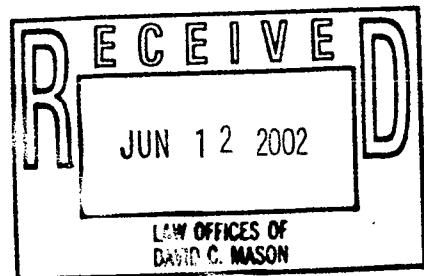
Gerard J. Dussault; Marguerite Dussault; Zoe Withey

NOTICE OF AWARD

TO: DAVID C. MASON

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on the 10th day of June, 2002 and have awarded:

Verdict in favor of Plaintiffs against Zoe Withey and Gerald Dussault and Marguerite Dussault in the amount of \$6,848.16. Verdict in favor of Withey against Dussaults in the amount of \$6,848.16.



William A. Shaw  
Prothonotary  
By William A. Shaw

June 10, 2002

Date

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

KAY FAMILY LIMITED  
PARTNERSHIP, and BONYA  
GAZZA & DeGORY, LLP,

\*  
\* No. 01278 C.D. 2001

Plaintiffs  
vs.

＊＊＊＊＊

GERARD J. DUSSAULT and  
MARGUERITE DUSSAULT,  
husband and wife, AND  
ZOE WITHEY

木木木木木

## Defendants

## **AFFIDAVIT**

Before me, a Notary Public, personally appeared the Defendant, **ZOE WITHEY**, who is 52 years old and who being duly sworn according to law deposes and states as follows:

1. She is Zoe Withey, with a current resident address of R. R. #1 Box 488, Olanta, Clearfield County, Pennsylvania, 16863.
2. She has appealed the Award of the Board of Arbitrators dated June 10, 2002, and that in so doing she is relying on the advice of counsel that an injustice has occurred.
3. She is not filing the Appeal from the Award of the Board of Arbitrators for the purpose of delay.

**FURTHER** Affiant saith not.

**IN WITNESS WHEREOF**, the undersigned has hereunto set her hand and seal on the 9th

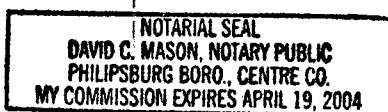
day of July, 2002.

Zoe Withey (SEAL)  
Zoe Withey

SWORN to and subscribed before me  
this 9 day of July 2002.

David C. M. Jr.  
N.P.

C:\Office\ARBITRAT\WitheyAppeal.wpd\blb



FILED

JUL 09 2002

0112:05 fm

William A. Shaw.

Prothonotary PAID

150-

4 cent to MTC

COPY to C/R

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

KAY FAMILY LIMITED  
PARTNERSHIP, and BONYA  
GAZZA & DeGORY, LLP,

Plaintiffs

vs.

GERARD J. DUSSAULT and  
MARGUERITE DUSSAULT,  
husband and wife, AND  
ZOE WITHEY

Defendants

- \* \* No. 01278 C.D. 2001
- \* \* TYPE OF PLEADING: Certificate of
- \* \* Service
- \* \*
- \* \*
- \* \*
- \* \* TYPE OF CASE: Civil Action - Law
- \* \*
- \* \*
- \* \*
- \* \*
- \* \*
- \* \* FILED ON BEHALF OF:
- \* \* Defendant Zoe Withey
- \* \*
- \* \* COUNSEL OF RECORD FOR
- \* \* THIS PARTY:
- \* \* David C. Mason, Esq.
- \* \* Supreme Court No. 39180
- \* \* Attorney at Law
- \* \* P.O. Box 28
- \* \* Philipsburg, PA 16866
- \* \* (814) 342-2240
- \* \*
- \* \* COUNSEL OF RECORD FOR
- \* \* PLAINTIFF:
- \* \* David M. Zimmerman, Esquire
- \* \* Bonya Gazza & DeGory, LLP
- \* \* Attorneys at Law
- \* \* 134 South Sixth Street
- \* \* Indiana, PA 15701

**FILED**

JUL 09 2002  
6/12/05 (was  
William A. Shaw  
Prothonotary  
4 come to Atty

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

KAY FAMILY LIMITED PARTNERSHIP, and BONYA GAZZA & DeGORY, LLP,	*
	* No. 01278 C.D. 2001
	*
	*
	*
Plaintiffs	*
	*
	*
vs.	*
	*
	*
	*
GERARD J. DUSSAULT and MARGUERITE DUSSAULT, husband and wife, AND ZOE WITHEY	*
	*
	*
	*
	*
	*
Defendants	*
	*

**CERTIFICATE OF SERVICE**

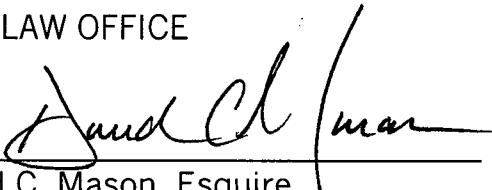
I, DAVID C. MASON, Esquire, do hereby certify that I served a true and correct copy of a Notice of Appeal from Award of Board of Arbitration filed to the above captioned action, by placing the same in the United States mail, postage prepaid and addressed as follows:

David M. Zimmerman, Esquire  
Bonya Gazza & DeGory, LLP  
Attorneys at Law  
134 South Sixth Street  
Indiana, PA 15701

Gerard J. Dussault  
Marguerite Dussault  
1089 River Road  
Weare, NH 03281

DATED: 7-9-02

MASON LAW OFFICE

BY:   
David C. Mason, Esquire

**FILED**

JUL 09 2002

William A. Shaw  
Prothonotary

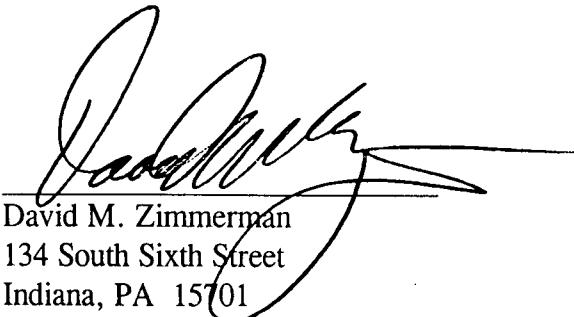
IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

KAY FAMILY LIMITED )  
PARTNERSHIP, and )  
BONYA GAZZA & DEGORY, LLP, ) NO. 01278 C.D. 2001  
)  
Plaintiffs ) CIVIL ACTION - LAW  
vs. )  
)  
GERARD J. DUSSAULT and )  
MARGUERITE DUSSAULT, )  
husband and wife, and )  
ZOE WITHEY, )  
)  
Defendants )

NOTICE OF PRE-TRIAL CONFERENCE

At the Court's request, you are hereby notified that a Pre-Trial Conference will be held in the above case pursuant to 46 J.D.R.C.P. 212.3 on Wednesday, August 14, 2002 at 2:15 p.m. The Pre-Trial Conference will be held before the Honorable Frederick J. Ammerman at the Clearfield County Courthouse, 230 East Market Street, Clearfield, Pennsylvania 16830.

Date: August 12 2002

  
David M. Zimmerman  
134 South Sixth Street  
Indiana, PA 15701  
724-465-5535  
PA ID# 62496  
Attorney for Plaintiffs

**FILED**

AUG 02 2002

m108/ncc  
William A. Shaw  
Prothonotary

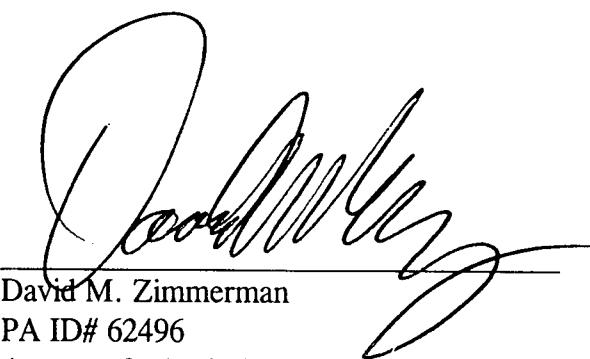
**CERTIFICATE OF SERVICE**

I hereby certify that on the 15<sup>th</sup> day of August 2002, I served the above Notice on each of the following persons by sending copies thereof by United States first class mail, postage prepaid, addressed as follows:

David C. Mason, Esquire  
409 North Front Street  
P.O. Box 28  
Philipsburg, PA 16866  
(Defendant Zoe Withey's Counsel)

Mr. Gerard J. Dussault  
1089 River Road  
Weare, NH 03281  
(No counsel of record)

Mrs. Marguerite Dussault  
1089 River Road  
Weare, NH 03281  
(No counsel of record)

  
\_\_\_\_\_  
David M. Zimmerman  
PA ID# 62496  
Attorney for Plaintiffs  
Bonya Gazza & DeGory, LLP  
and Kay Family Limited Partnership  
134 South Sixth Street  
Indiana, Pennsylvania 15701  
Ph. (724) 465-5535

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

KAY FAMILY LIMITED PARTNERSHIP, \*  
and BONYA GAZZA & DEGORY, LLP, \*  
Plaintiffs \*  
\*  
vs. \* NO. 2001-1278-C.D.  
\*  
GERARD J. DUSSAULT and \*  
MARGUERITE DUSSAULT, \*  
husband and wife, and \*  
ZOE WITHEY, \*  
Defendants \*

O R D E R

NOW, this 14<sup>th</sup> day of August, 2002, following Pre-Trial Conference, by telephone, with counsel for the Plaintiffs and counsel for Defendant Zoe Withey, it is the ORDER of this Court that Non-Jury Trial be scheduled for one half day, the afternoon of Wednesday, November 13, 2002 1:30 p.m. in Courtroom No. 2, Clearfield County Courthouse, Clearfield, Pennsylvania.

Counsel for the above described parties have certified that the discovery process has been completed.

By the Court,

  
JUDGE FREDRIC J. AMMERMAN

**FILED**

AUG 15 2002  
09/19/02 *cc atty Zimmerman*

William A. Shaw *cc atty mason*  
Prothonotary *cc atty Dussault* *E*

BONYA, GAZZA & DEGORY, LLP

ATTORNEYS AT LAW

134 SOUTH SIXTH STREET

INDIANA, PENNSYLVANIA 15701

CERTIFIED COPY

CA

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

KAY FAMILY LIMITED )  
PARTNERSHIP, and )  
BONYA GAZZA & DEGORY, LLP, ) NO. 01278 C.D. 2001  
)  
Plaintiffs ) CIVIL ACTION - LAW  
vs. )  
)  
GERARD J. DUSSAULT and )  
MARGUERITE DUSSAULT, )  
husband and wife, and )  
ZOE WITHEY, ) NOV 07 2002  
)  
Defendants )  
)

**FILED**

NOV 07 2002

William A. Shaw  
Prothonotary

MOTION IN LIMINE

The Plaintiffs hereby file the following Motion in Limine as to the non-jury trial scheduled to occur before the Honorable Frederic J. Ammerman on Wednesday, November 13, 2002:

1. This case involves claims related to a mortgage that was not satisfied before Plaintiff Kay Family Limited Partnership purchased real property from defendants Gerard J. and Marguerite Dussault (the "Dussaults").

2. Prior to the real estate closing, Plaintiff Bonya Gazza & DeGory, LLP, counsel to Kay Family Limited Partnership, made arrangements for defendant Zoe Withey to provide it with a title report on the property

3. Ms. Withy provided the title report but failed to identify or disclose a mortgage that the Dussaults had granted to Clearfield Bank & Trust Company. The Dussaults also failed to identify or disclose the mortgage prior to closing.

4. Since the closing, plaintiffs have demanded that the Dussaults or Ms. Withey pay off the loan and satisfy the mortgage, but they have refused.

5. Plaintiffs filed a complaint against the Dussaults and Ms. Withey, with claims by Kay Family Limited Partnership against the Dussaults for breach of contract, breach of general warranty, fraud and punitive damages, and claims by Bonya Gazza &

DeGory against Ms. Withey for breach of contract and negligence. Ms. Withey responded to the complaint, but the Dussaults did not and a default judgment was obtained against them.

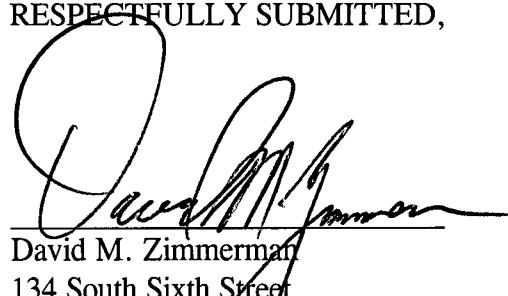
6. At the November 13, 2002 non-jury trial, Plaintiffs will seek a judgment against Ms. Withey for the amount of the outstanding mortgage, and an assessment of damages on the default judgment against the Dussaults for the amount of the outstanding mortgage, plus punitive damages, attorneys fees and costs.

7. The Plaintiffs assert that they have incurred damages recoverable at trial even though they have not paid off the mortgage or purchased an assignment of the mortgage, and that such damages will consist of the payoff amount of the outstanding mortgage as of the date of the trial (approximately \$6,700).

8. Plaintiffs hereby move the Court for an Order confirming that they need not pay off or purchase the mortgage prior to trial in order to obtain a judgment against Ms. Withey and to have damages assessed based on the amount of the outstanding mortgage as established by evidence to be submitted at trial.

WHEREFOR, Plaintiffs request Your Honorable Court to grant the within Motion in Limine and issue an Order of Court confirming that they need not pay off or purchase the mortgage prior to trial in order to obtain a judgment against Ms. Withey and to have damages assessed based on the amount of the outstanding mortgage.

RESPECTFULLY SUBMITTED,



David M. Zimmerman  
134 South Sixth Street  
Indiana, PA 15701  
724-465-5535  
PA ID# 62496  
Attorney for Plaintiffs

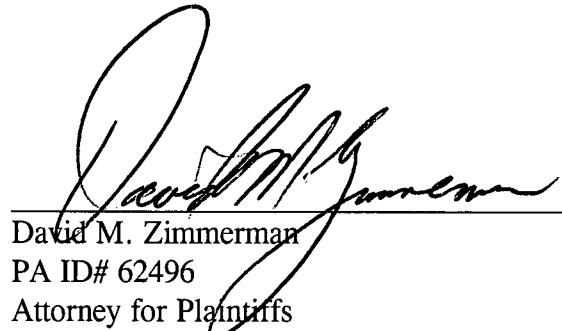
Date: 11-6-02

**CERTIFICATE OF SERVICE**

I hereby certify that on the 6<sup>th</sup> day of November 2002, I served the above Motion in Lieu on Defendant Zoe Withey's Counsel by Fax to 814-342-5318, by pre-paid Overnight Mail and by United States first class mail, postage prepaid, and on Defendants Gerard J. Dussault and Marguerite Dussault by pre-paid Overnight Mail and by United States first class mail, postage prepaid, addressed as follows:

David C. Mason, Esquire (Defendant Zoe Withey's Counsel)  
409 North Front Street  
P.O. Box 28  
Philipsburg, PA 16866

Mr. Gerard J. & Mrs. Marguerite Dussault (No counsel of record)  
1089 River Road  
Weare, NH 03281



---

David M. Zimmerman  
PA ID# 62496  
Attorney for Plaintiffs  
Bonya Gazza & DeGory, LLP  
and Kay Family Limited Partnership  
134 South Sixth Street  
Indiana, Pennsylvania 15701  
Ph. (724) 465-5535

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

FILED

KAY FAMILY LIMITED : NOV 18 2002  
PARTNERSHIP, and BONYA :  
GAZZA & DEGORY, LLP :  
-vs- : No. 01-1278-CD William A. Shaw  
: Prothonotary  
GERARD J. DUSSAULT and :  
MARGUERITE DUSSAULT, husband :  
and wife, and ZOE WITHEY :

O R D E R

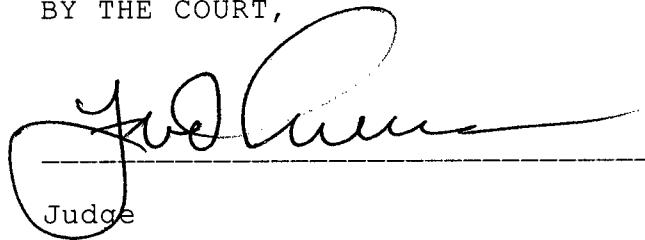
NOW, this 13th day of November, 2002, this being  
the date set for nonjury trial in the above-captioned matter;  
the Court noting that counsel for the Plaintiffs and counsel  
for Defendant Zoe Withey having appeared and having reached a  
settlement as will appear of record; the Court further noting  
the failure to appear of Defendants Gerard J. Dussault and  
Marguerite Dussault and that default judgment had been  
previously taken against the said Defendants by Kay Family  
Limited Partnership and, on a counterclaim, by Defendant Zoe  
Withey. In consideration of the settlement and the testimony  
relative the issue of damages, it is the ORDER of this Court  
as follows:

1. In consideration of the settlement reached as  
aforesaid, nonjury trial is hereby cancelled;
2. Judgment is hereby entered in favor of Kay  
Family Limited Partnership against Defendants Gerard J.

Dussault and Marguerite Dussault in the amount of Six Thousand Five Hundred Sixty-Three Dollars and Sixty-Two (\$6,563.62) Cents and Plaintiffs' costs as will appear of record which are the amount of One Hundred Ninety-Four Dollars and Twenty-Eight (\$194.28) Cents;

3. Judgment is hereby entered in favor of Defendant Zoe Withey on her counterclaim against Defendants Gerard J. Dussault and Marguerite Dussault in the amount of Six Thousand Five Hundred Eighty-Seven Dollars and Twelve (\$6,587.12) Cents, plus any costs which appear of record attributable to the said Defendant Zoe Withey.

BY THE COURT,



A handwritten signature in black ink, appearing to read "John C. ...".

Judge

FILED

01/14/07  
NOV 18 2006

William A. Shaw  
Prothonotary

1cc Atty Zimmerman

1cc Atty Mason

1cc Desseaults

1089 River Rd.

Weare, NH 03281

92D

CP

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

KAY FAMILY LIMITED )  
PARTNERSHIP, and )  
BONYA GAZZA & DEGORY, LLP, ) NO. 01278 C.D. 2001  
)  
Plaintiffs ) CIVIL ACTION - LAW  
vs. )  
)  
GERARD J. DUSSAULT and )  
MARGUERITE DUSSAULT, )  
husband and wife, and )  
ZOE WITHEY, )  
)  
Defendants )

ORDER OF COURT

AND NOW, this 7 day of July, 2003, a status conference regarding the settlement entered into between Plaintiff Kay Family Limited Partnership and Defendant Zoe Withey on November 13, 2002 is hereby scheduled for July 25, 2003 at 10:00 o'clock A.M. The status conference shall occur with the undersigned Judge and shall last no longer than fifteen minutes. Plaintiff's counsel, and Defendant Zoe Withey's counsel if he so chooses, may participate by telephone. Plaintiff's counsel shall initiate the telephone conference call by calling (1) the Court at 814-765-2641, Extension 1315, and then (2) Defendant Zoe Withey's counsel's office at 814-342-2240, or such other number as requested by Defense counsel beforehand. If Defendants Gerard J. Dussault or Marguerite Dussault wish to participate by telephone, they shall provide Plaintiff's counsel with written notice of the phone number at which they are to be contacted at least two days before the status conference.

**FILED**

JUL 08 2003



J.

William A. Shaw  
Prothonotary

**FILED**

0 9:22 18 A 2003 Zimmerman  
JUL 08 2003 100 to 5000 Meier  
SAC

William A. Shaw  
Prothonotary

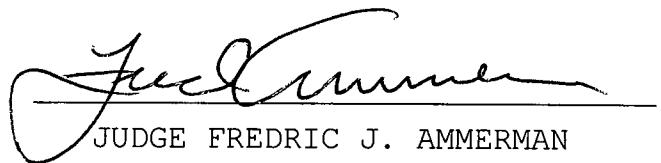
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

KAY FAMILY LIMITED PARTNERSHIP \*  
and BONYA GAZZA & DEGORY, LLP, \*  
Plaintiffs \*  
\*  
vs. \* No. 2001-1278-C.D.  
\*  
GERARD J. DUSSAULT and \*  
MARGUERITE DUSSAULT and \*  
ZOE WITHEY, \*  
Defendants \*

O R D E R

NOW, this 25<sup>th</sup> day of July, 2003, at the request of counsel for the Plaintiffs a status conference regarding the settlement was set for this date; Counsel for the Plaintiffs, David M. Zimmerman and Counsel for Defendant Zoe Withey, David C. Mason, appearing by telephone and Zoe Withey being present; the Court noting that upon the agreement of Defendant Zoe Withey, Mr. Mason is withdrawn as her counsel of record; Ms. Withey has confirmed that personal service of any future documents may be made upon her at her residence, R.R.#1, Box 488, Olanta, Pennsylvania 16863.

By the Court,

  
\_\_\_\_\_  
JUDGE FREDRIC J. AMMERMAN

FILED

JUL 25 2003

William A. Shaw  
Prothonotary/Clerk of Courts

FILED  
0123456  
JUL 25 2003 *WES*

William A. Shaw  
Prothonotary/Clerk of Courts

2 certified copies to David M. Zimmerman, Esquire  
2 certified copies to David C. Mason, Esquire  
2 certified copies to Zoe Withey @ R.R.#1, Box 488, Olanta, PA 16863  
1 copy to Court Administrator

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

KAY FAMILY LIMITED )  
PARTNERSHIP, and )  
BONYA GAZZA & DEGORY, LLP, ) NO. 01278 C.D. 2001  
)  
Plaintiffs ) CIVIL ACTION - LAW  
vs. )  
)  
GERARD J. DUSSAULT and )  
MARGUERITE DUSSAULT, )  
husband and wife, and )  
ZOE WITHEY, )  
)  
Defendants )

ORDER OF COURT

AND NOW, this 4 day of August, 2003, upon consideration of Plaintiffs' Petition for an Order of Court Directing Defendant Zoe Withey to Consummate the November 13, 2002 Settlement Between Defendant Zoe Withey and Bonya Gazza & DeGory, LLP or be Held in Indirect Civil Contempt of Court and Liable for Counsel Fees, it is hereby ORDERED that a hearing on this matter is scheduled for ~~Sept~~ August 17, 2003 at 1:00 o'clock P.M. in Courtroom No. 2.

~~Defendant Zoe Withey shall file and serve on opposing counsel a verified Answer to the Petition by the earlier of the following two dates: (1) twenty (20) after the date of this Order; (2) ten (10) days before the date of the hearing.~~ PSA

  
\_\_\_\_\_  
J.

FILED

AUG 05 2003

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

KAY FAMILY LIMITED )  
PARTNERSHIP, and )  
BONYA GAZZA & DEGORY, LLP, ) NO. 01278 C.D. 2001  
)  
Plaintiffs ) CIVIL ACTION - LAW  
vs. )  
)  
GERARD J. DUSSAULT and )  
MARGUERITE DUSSAULT, )  
husband and wife, and )  
ZOE WITHEY, )  
)  
Defendants )

PETITION FOR AN ORDER OF COURT DIRECTING  
DEFENDANT ZOE WITHEY TO CONSUMMATE THE NOVEMBER 13, 2002  
SETTLEMENT BETWEEN DEFENDANT ZOE WITHEY AND BONYA, GAZZA &  
DEGORY, LLP, OR BE HELD IN INDIRECT CIVIL CONTEMPT OF COURT AND  
LIABLE FOR COUNSEL FEES

1. This case involves claims related to a mortgage that was not satisfied before Plaintiff Kay Family Limited Partnership purchased real property from defendants Gerard J. and Marguerite Dussault (the "Dussaults").

2. Prior to the real estate closing, Plaintiff Bonya Gazza & DeGory, LLP, counsel to Kay Family Limited Partnership, made arrangements for defendant Zoe Withey to provide it with a title report on the property

3. Ms. Withy provided the title report but failed to identify or disclose a mortgage that the Dussaults had granted to Clearfield Bank & Trust Company. The Dussaults also failed to identify or disclose the mortgage prior to closing.

4. The closing on the purchase of the property occurred, but Kay Family Limited Partnership did not obtain, and still does not have, clear title to the property because of the mortgage.

FILED

JUL 28 2003

William A. Shaw  
Prothonotary/Clerk of Courts

5. Plaintiffs initiated this action to obtain a monetary judgment or other remedy through which the mortgage could be released or satisfied thereby rendering clear title to the property in Kay Family Limited Partnership.

6. Prior to the trial that was scheduled to occur on November 13, 2002, counsel for Plaintiffs and counsel for Defendant Zoe Withey negotiated a settlement on behalf of their respective clients. A copy of a November 13, 2003 letter from Defendant Zoe Withey's counsel to Plaintiffs' counsel regarding the settlement is attached hereto as Exhibit "A."

7. On November 13, 2002, aforementioned counsel appeared before the Court to state the terms of the settlement on the record and to have a non-jury trial as to the amount of damages to be awarded against the Dussaults on default judgments previously obtained against them. Attached hereto as Exhibit "B" is an excerpt from transcript of the non-jury trial which contains counsels' statement for the record regarding the settlement.

8. Under the settlement, Defendant Zoe Withey agreed that she would, within 10 days of November 13, 2002, obtain and pledge to Clearfield Bank & Trust Company a Certificate of Deposit in the minimum amount of \$6,700.00 as security for the Dussault note, after which Clearfield Bank & Trust Company would release the mortgage.

9. It is believed and therefore averred that sometime after November 13, 2002, Clearfield Bank & Trust approved and/or signed a release in the form attached hereto as Exhibit "C" and informed Zoe Withey or her counsel of such.

10. Defendant Zoe Withey has nonetheless failed and refused to follow through with the settlement and the mortgage remains on record.

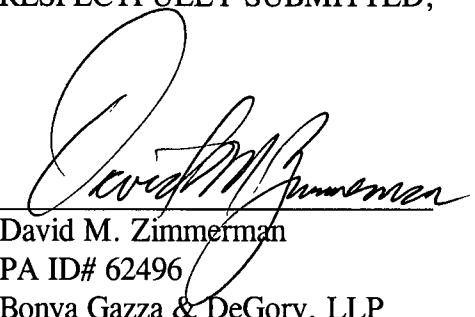
11. Plaintiffs request a hearing regarding Defendant Zoe Withey's failure to consummate the settlement and an Order of Court to be issued thereafter directing her to obtain and record a release of mortgage within ten days of the issuance of the Order or be held in indirect civil contempt of Court and be liable for counsel fees related to Plaintiffs' efforts to have the settlement consummated.

WHEREFOR, Plaintiffs request Your Honorable Court to schedule a hearing on the within Petition.

RESPECTFULLY SUBMITTED,

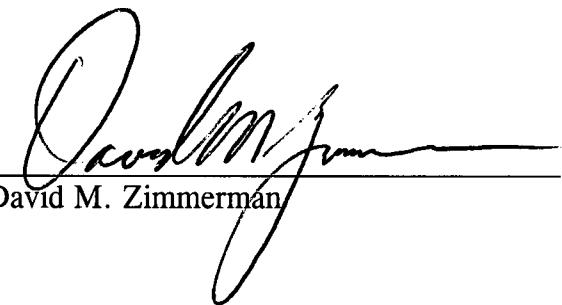
Date:

July 25, 2003

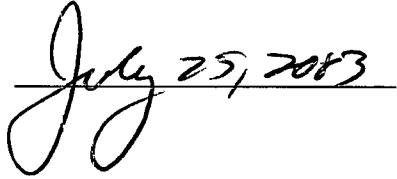
  
David M. Zimmerman  
PA ID# 62496  
Bonya Gazza & DeGory, LLP  
134 South Sixth Street  
Indiana, PA 15701  
724-465-5535  
Attorney for Plaintiffs

VERIFICATION

I, David M. Zimmerman, verify that the facts set forth in the foregoing Petition are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S.A. §4904 relating to unsworn falsification to authorities.

  
\_\_\_\_\_  
David M. Zimmerman

Date:

  
\_\_\_\_\_  
July 25, 2013

**DAVID C. MASON**

*Attorney at Law*

409 NORTH FRONT STREET  
P.O. Box 28  
PHILIPSBURG, PENNSYLVANIA 16866  
(814) 342-2240  
FAX (814) 342-5318

November 13, 2002

VIA FAX: 724-465-9685

David M. Zimmerman, Esquire  
Bonya Gazza & DeGory, LLP.  
Attorneys at Law  
134 South Sixth Street  
Indiana, Pennsylvania 15701

In Re: Kay Family Limited Partnership, et al.  
v. Dussault, et al.  
No. 01278 C.D. 2001

Dear Mr. Zimmerman:

Please allow this letter to confirm the results of our conversation on November 12, 2002. A Non-Jury Trial is scheduled for November 13, 2002. You and I have agreed to request the Court to postpone that Trial. You have spoken with Clearfield Bank and Trust and their counsel, and they have indicated they are amenable to cooperating with us, to the extent necessary, and we expect to resolve the case as follows:

Within the next seven (7) to ten (10) days, Zoe Withey will purchase a Certificate of Deposit at Clearfield Bank and Trust in the minimum amount of \$6,700.00. This Certificate of Deposit will be in her name and pledged to Clearfield Bank & Trust as security for the Dussault Note. Clearfield Bank & Trust will satisfy the mortgage and continue to accept payment on the line of credit from Mr. and Mrs. Dussault.

You and I will liquidate our default judgments against the Dussaults. If and when Mr. & Mrs. Dussault stop making payments to Clearfield Bank & Trust, Clearfield Bank & Trust will assign the Note to Zoe Withey in exchange for satisfaction of the outstanding indebtedness at that time.

EXHIBIT

A

Bloomberg No. 5208

DAVID C. MASON

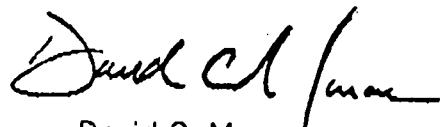
*Attorney at Law*

David M. Zimmerman, Esquire  
November 13, 2002  
Page 2

If I have misstated anything, please let me know. I will attempt to contact the Court between 9:00 and 10:00 a.m., this morning to advise him that the Trial today should be continued.

Very truly yours,

MASON LAW OFFICE



David C. Mason

DCM:blb  
cc Zoe Withey

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

5 KAY FAMILY LIMITED  
6 PARTNERSHIP, and BONYA  
6 GAZZA & DEGORY, LLP  
7 -vs-  
8 GERARD J. DUSSAULT and  
9 MARGUERITE DUSSAULT, husband:  
and wife, and ZOE WITHEY

COPY

11 PROCEEDINGS: Excerpt From Civil Non-Jury  
12 Trial  
13 BEFORE: HONORABLE FREDRIC J. AMMERMAN  
14 Judge  
15 DATE: Wednesday, November 13, 2002  
16 PLACE: Clearfield County Courthouse  
17 Courtroom No. 2  
Clearfield, Pennsylvania  
18 TAKEN BY: Thomas D. Snyder  
19 Official Court Reporter

21 | APPEARANCES:

22 DAVID M. ZIMMERMAN, ESQUIRE  
23 Bonya Gazza & DeGory, LLP  
For - Plaintiffs

24 DAVID C. MASON, ESQUIRE  
25 Attorney at Law  
For - Defendant Zoe Withey

PROCEEDINGS

2 THE COURT: Let's go on the record. This is Kay  
3 Family Limited Partnership, et al. versus Dussaults and Zoe  
4 Withey. And Mr. Zimmerman and Mr. Mason are here. It's my  
5 understanding that a settlement has been reached between the  
6 Plaintiffs and the Defendant Zoe Withey.

7 It's also my understanding that Ms. Withey and the  
8 Plaintiffs both have default judgments against Defendants  
9 Gerard and Marguerite Dussault; is that correct?

10 ATTORNEY ZIMMERMAN: I know that the Plaintiffs  
11 do, Your Honor.

12 THE COURT: Mr. Mason.

13 ATTORNEY MASON: And, Your Honor, on behalf of  
14 Defendant Zoe Withey, we entered default judgment on our  
15 cross-claim. I don't have that document right in front of  
16 me, but I do know that we've done so.

17 THE COURT: And could one of counsel please state  
18 the terms of the settlement for the record, please?

19 ATTORNEY MASON: I have them written down.

20 THE COURT: All right. That would be fine

21 ATTORNEY MASON: Your Honor, this matter was  
22 scheduled for trial this afternoon before you on a bench  
23 trial. And over the course of the past several days, I've  
24 been speaking with David Zimmerman, who's an attorney with  
25 Bonya Gazza & DeGory, one of the Plaintiffs in this matter.

1                   THE COURT: Who is the same Mr. Zimmerman who's  
2 present.

3                   ATTORNEY MASON: Correct. And we've agreed that  
4 with regard to the claim of Bonya Gazza & DeGory and Kay  
5 Family Limited Partnership that Defendant Zoe Withey, within  
6 the next 7 to 10 days, will purchase a certificate of deposit  
7 at Clearfield Bank & Trust Company in the minimum amount of  
8 \$6,700. That represents the approximate payoff due on this  
9 home equity line of credit that's at issue in this case.

10                  This certificate of deposit will be in the name of  
11 Zoe Withey and pledge Clearfield Bank & Trust Company as  
12 securer for the Dussault note. Upon receipt of that  
13 certificate of deposit, Clearfield Bank & Trust will satisfy  
14 the mortgage and continue to accept payment on the line of  
15 credit from Mr. and Mrs. Dussault.

16                  Should Mr. and Mrs. Dussault stop making any  
17 payments to Clearfield Bank & Trust, then, in that event,  
18 Clearfield Bank & Trust would be in a position to accept  
19 payment of that note -- excuse me -- would be in the position  
20 to accept payment from that certificate of deposit and would  
21 assign the note to Zoe Withey in exchange for her  
22 satisfaction of the Dussault indebtedness.

23                  Now, obviously, Clearfield Bank & Trust, not being  
24 a party to this, we need to cross some T's and dot some I's  
25 there; but it's my understanding from speaking with Mr.

1 Zimmerman that Clearfield Bank & Trust is amenable to this  
2 solution.

3 THE COURT: Mr. Zimmerman.

4 ATTORNEY ZIMMERMAN: I would agree with the  
5 settlement as articulated by Attorney Mason; but I would add  
6 that, and we discussed this earlier, that in the event that  
7 Zoe Withey needs to execute on a judgment against the  
8 Dussaults and collect on amounts owed to her, she will also  
9 have a judgment, our judgment, assigned to her, and to the  
10 extent that she collects costs that wouldn't cover our costs,  
11 that they would reimburse them to us.

12 Other than that, the articulation of the  
13 settlement was accurate. I would add, Your Honor, that,  
14 although we're here today to get the settlement on record,  
15 it's also important, as part of the settlement, that we get a  
16 damage amount attributed to the default judgments; and that's  
17 why we have Ms. Wooster from the bank here.

18

19 END OF EXCERPT

20

21

22

23

24

25

C E R T I F I C A T E

3 I hereby certify that the proceedings and evidence  
4 are contained fully and accurately in the notes taken by me  
5 in the proceedings of the above cause and that this copy is a  
6 correct transcript of the same.

9 Date

John C. Higby

Thomas D. Snyder  
Official Court Reporter

## RELEASE FROM MORTGAGE

From: **GERALD J. & MARGARET DUSSAULT**  
(Mortgagor)

Mortgage Dated: December 4, 1997

To: **CLEARFIELD BANK & TRUST CO.**  
(Mortgagee)

Mortgage Recorded: December 17, 1997

Mortgage Book No. 1894 Page 547

Recorder's Office of Clearfield  
County, PA

Debt \$10,000.00

**KNOW ALL MEN BY THESE PRESENTS, THAT**

**WHEREAS, GERALD J. and MARGARET DUSSAULT**, by an Indenture of Mortgage above noted, granted and conveyed unto **CLEARFIELD BANK & TRUST CO.**, the premises therein particularly described, to secure the payment of a certain debt or principal sum of **SIX THOUSAND EIGHT HUNDRED FORTY EIGHT AND 16/100 (\$6,848.16) DOLLARS**, lawful money, etc., with interest therein mentioned and

**WHEREAS**, the said **CLEARFIELD BANK & TRUST CO.**, has been requested to release the premises hereinafter described, and more particularly being property located and situate in Borough of Mahaffey, Clearfield County.

**NOW, THEREFORE**, be it known that the said **CLEARFIELD BANK & TRUST CO.**, and in consideration of the premises as of the sum of **ONE (\$1.00) DOLLAR**, lawful money to him in hand paid at the time of the execution hereof, the receipt whereof is hereby acknowledged, has remised, released, quit-claimed, exonerated and discharged, and by these presents, does remise, release, quit-claim, exonerate and discharge unto the said **GERALD J. and MARGARET DUSSAULT**, their successors and assigns, the following described property:

**BEGINNING** at a post corner of alley and East Main Street; thence along said Street north twenty five (25) degrees thirty (30) minutes West, a distance of fifty (50) feet to the corner of Lot Number 13; thence by line of Lot Number 13, North sixty four (64) degrees thirty (30) minutes East, a distance of one hundred fifty (150) feet to an alley; thence along

EXHIBIT

said alley South twenty five (25) degrees thirty (30) minutes East, a distance of fifty (50) feet to an alley; thence by said alley South fifty four (54) degrees thirty (30) minutes West, a distance of one hundred fifty (150) feet to Main Street, and the place of beginning. **BEING** Lot Number 12, East Side.

**RESERVING** nonetheless out of the above described lot, along the South side adjoining the alley, a strip of ground twenty one (21) feet wide and one hundred fifty (150) feet in length for street purposes.

**ALSO** one other lot or piece of ground situated in the same Borough in the East side and bounded and described as follows:

**BEGINNING** at the Southwest corner of Lot Number 12 on Main Street; thence along Main Street, North twenty five (25) degrees thirty (30) minutes West, thirty nine (39) feet to the corner of Lot Number 14, formerly owned by AB Mosser; thence by line of Lot Number 14, North sixty four (64) degrees thirty (30) minutes east, a distance of one hundred fifty (150) feet to an alley ;thence along said alley South twenty five (25) degrees thirty (30) minutes East, a distance of thirty nine (39) feet to the corner of Lot Number 12; thence by the line of Lot Number 12, South sixty four (64) degrees thirty (30) minutes West, a distance of one hundred fifty (150) feet to Main Street and the place of beginning. **KNOWN** as Lot Number 13 - East Side.

**TO HAVE AND TO HOLD**, the same, with the appurtenances, unto the said **GERALD J. and MARGARET DUSSAULT**, their successors or assigns forever freed, exonerated and discharged of and from the lien of said Mortgage, and every part thereof.

**PROVIDED, ALWAYS, NEVERTHELESS**, that nothing herein contained shall in any way affect, alter or diminish the lien or incumbrance of the aforesaid Mortgage on the remaining part of said Mortgaged premises, or the remedies at law for recovering thereout or against the said **GERALD J. and MARGARET DUSSAULT**, their successors and assigns the principal sum, with interest secured by said Mortgage.

**IN WITNESS WHEREOF**, the said Mortgagee has caused his hand and seal to be affixed to this instrument on the \_\_\_\_\_ day of \_\_\_\_\_ two thousand two (2002).

**CLEARFIELD BANK & TRUST CO.**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF \_\_\_\_\_ :ss:

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 2002, before me, a Notary Public, in and for the above named State and County, personally appeared \_\_\_\_\_, who being duly sworn according to law deposes and says that he/she is the President of **CLEARFIELD BANK & TRUST CO.**, a corporation, and that he/she as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as President.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

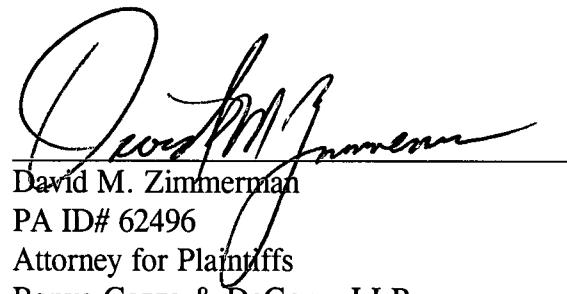
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N.P.

CERTIFICATE OF SERVICE

I hereby certify that on the 25th day of July 2003, I served a copy of the above Petition on Defendant Zoe Withey by U.S. First Class Mail, addressed as follows:

Ms. Zoe Withey  
RR 1, Box 488  
Olanta, PA 16863

  
\_\_\_\_\_  
David M. Zimmerman  
PA ID# 62496

Attorney for Plaintiffs  
Bonya Gazza & DeGory, LLP  
and Kay Family Limited Partnership  
134 South Sixth Street  
Indiana, Pennsylvania 15701  
Ph. (724) 465-5535

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

KAY FAMILY LIMITED :  
PARTNERSHIP, and BONYA, :  
GAZZA & DEGORY, LLP :  
vs. : No. 01-1278-CD  
GERARD J. DUSSAULT and :  
MARGUERITE DUSSAULT :  
and ZOE WITHEY :  
:

O R D E R

AND NOW, this 19<sup>th</sup> day of August, 2003, it is the ORDER of the Court that Hearing on Plaintiffs' Petition for Order of Court Directing Defendant Withey to Consummate the November 13, 2002 Settlement Between Defendant Withey and Bonya, Gazza & DeGory, LLP, or be Held in Indirect Civil Contempt of Court and Liable for Counsel Fees in the above matter has been rescheduled from September 17, 2003 to Monday, October 13, 2003 at 1:30 P.M. in Courtroom No. 2, Clearfield County Courthouse, Clearfield, PA.

BY THE COURT:

  
FREDRIC J. AMMERMAN  
Judge

FILED

AUG 20 2003

William A. Shaw  
Prothonotary/Clerk of Courts

**FILED**

1cc Aly Zimmerman

1cc ~~John~~ Dussaults

1089 River Road

William A. Shaw

Prothonotary/Clerk of Courts

Wear, NH 03281

1cc Zoe Whaley  
RR 1 Box 488  
Olanta, PA 16863

IN THE COURT OF COMMON PLEAS  
OF  
CLEARFIELD COUNTY, PENNSYLVANIA

KAY FAMILY LIMITED  
PARTNERSHIP, and  
BONYA GAZZA & DeGORY, LLP,

Plaintiff

VS.

GERARD J. DUSSAULT and  
MARGUERITE DUSSAULT,  
husband and wife, and  
ZOE WITHEY, Defendants

PETITION FOR AN ORDER OF COURT  
DIRECTING DEFENDANT ZOE WITHEY  
TO CONSUMMATE THE NOVEMBER 13,  
2002 SETTLEMENT BETWEEN DEFENDANT  
AND BONYA GAZZA & DeGORY, LLP,  
OR BE HELD IN INDIRECT CIVIL  
CONTEMPT OF COURT AND LIABLE  
FOR COUNSEL FEES

NO. 01278 C.D. 2001  
CIVIL ACTION-LAW

FILED

11/13/03  
JUL 2 8 2003  
Erg

cc  
William A. Shaw  
Prothonotary/Clerk of Courts

BONYA GAZZA & DeGORY, LLP  
ATTORNEYS AT LAW  
134 SOUTH SIXTH STREET  
INDIANA, PENNSYLVANIA 15701

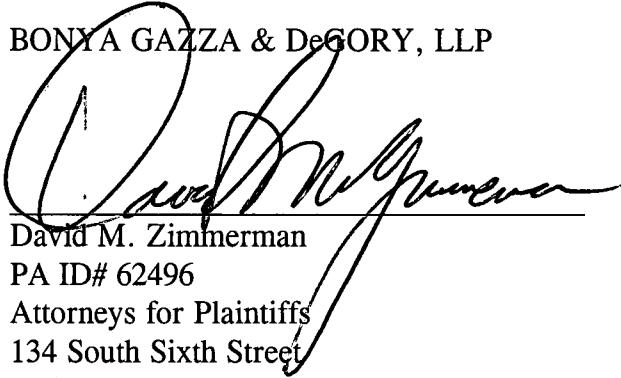
IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

KAY FAMILY LIMITED )  
PARTNERSHIP, and )  
BONYA GAZZA & DeGORY, LLP, ) NO. 01278 C.D. 2001  
)  
Plaintiffs ) CIVIL ACTION - LAW  
vs. )  
)  
GERARD J. DUSSAULT and )  
MARGUERITE DUSSAULT, )  
husband and wife, and )  
ZOE WITHEY, )  
)  
Defendants )

PRAECIPE

TO THE PROTHONOTARY:

Kindly mark the above matter settled, discontinued and ended.

BONYA GAZZA & DeGORY, LLP  
By   
David M. Zimmerman  
PA ID# 62496  
Attorneys for Plaintiffs  
134 South Sixth Street  
Indiana, PA 15701  
(724) 465-5535

egk  
**FILED** No cc  
m/18/04 Disc. to A&A  
NOV 16 2004 copy to CJA

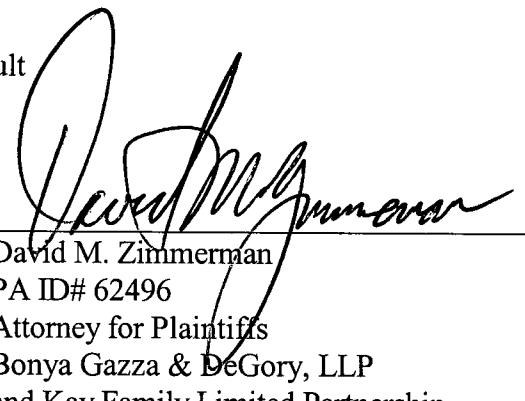
William A. Shaw  
Prothonotary/Clerk of Courts

**CERTIFICATE OF SERVICE**

I hereby certify that on the 15<sup>th</sup> day of November 2004, I served a copy of the above Praecipe on each of the parties by U.S. First Class Mail, addressed as follows:

Ms. Zoe Withey  
4 McKee Road  
Olanta, PA 16863

Gerard J. & Marguerite Dussault  
1089 River Road  
Weare, NH 03281

  
\_\_\_\_\_  
David M. Zimmerman  
PA ID# 62496  
Attorney for Plaintiffs  
Bonya Gazza & DeGory, LLP  
and Kay Family Limited Partnership  
134 South Sixth Street  
Indiana, Pennsylvania 15701  
Ph. (724) 465-5535

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

COPY

CIVIL DIVISION

**Kay Family Limited Partnership and  
Bonya Gazza & DeGory, LLP**

Vs.

No. 2001-01278-CD

**Gerard J. Dussault  
Marguerite Dussault  
Zoe Withey**

**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 November 16, 2004, marked:

Settled, Discontinued and Ended

Costs in the sum of \$120.00 have been paid by David M. Zimmerman; costs in the sum of \$20.00 have been paid by David C. Mason. Costs in the sum of \$150.00 have been paid by Zoe Withey.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 16th day of November A.D. 2004.

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William A. Shaw, Prothonotary