

01-1390-CD  
PAUL M. ROGUS etal -vs- JIM WARNER etal

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY

PENNSYLVANIA

CIVIL DIVISION

PAUL M. ROGUS, DENNIS T. ROGUS, and  
PETER A. PASSUELLO,

Plaintiff,

vs.

JIM WARNER, a/k/a HAROLD J. WARNER,  
t/d/b/a WARNER'S TIMBER SERVICE,  
KEITH A. CONRAD, DUBOIS FOREST  
PRODUCTS, INC.,

Defendant

Case No.: \_\_\_\_-2001 C.D.

01-1390-CD

Type of Case: CIVIL

Type of Pleading: COMPLAINT

Filed on beha'f of: PLAINTIFFS

Counsel of Record for this Party:

Jeffrey Lundy, Esquire

Supreme Court ID: 25823

LUKEHART & LUNDY

219 East Union Street

PO Box 74

Punxsutawney, PA 15767

814-938-8110

**FILED**

AUG 24 2001

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY

PENNSYLVANIA

CIVIL DIVISION

PAUL M. ROGUS, DENNIS T. ROGUS, and )  
PETER A. PASSUELLO, )

Plaintiff, )

vs. )

JIM WARNER, a/k/a HAROLD J. WARNER, )  
t/d/b/a WARNER'S TIMBER SERVICE, )  
KEITH A. CONRAD, DUBOIS FOREST )  
PRODUCTS, INC., )

Defendant )

Case No.: \_\_\_\_-2001 C.D.

01-1390-00

**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 with twenty (20) days after the Complaint and Notice are served, by entering a Written Appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claim in the Complaint or for any other claim or relief requested by the Plaintiff.

**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 OBTAIN LEGAL HELP.**

Court Administrator's Office  
**CLEARFIELD COUNTY COURTHOUSE**  
One North 2<sup>nd</sup> Street  
Clearfield, PA 16830  
(814) 765-2461 ext. 50-51

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

PAUL M. ROGUS, DENNIS T. ROGUS, and )  
PETER A. PASSUELLO, )

Plaintiff, )

vs. )

JIM WARNER, a/k/a HAROLD J. WARNER, )  
t/d/b/a WARNER'S TIMBER SERVICE, )  
KEITH A. CONRAD, DUBOIS FOREST )  
PRODUCTS, INC., )

Defendant )

Case No.: \_\_\_\_-2001 C.D.

01-1390-CD

COMPLAINT

AND NOW, comes the Plaintiffs, Paul M. Rogus of 217 Jefferson Street, Warren, Pennsylvania; Dennis T. Rogus of Raleigh, North Carolina, and Peter A. Passuello of Box 203, 107 Simcisko Lane, Clarence, Pennsylvania by and through their attorney, Jeffrey Lundy, with the following Complaint:

1. The Defendants are as follows:
  - a. Jim Warner a/k/a Harold J. Warner of 89 Waterford Street, Union City, Pennsylvania also t/d/b/a Warner Timber Service.
  - b. Keith A. Conrad, an individual whose address is Treasure Lake, DuBois, Pennsylvania.
  - c. DuBois Forest Products, Inc., a corporation with a mailing address is 370 Treasure Lake, DuBois, Pennsylvania.

2. The Plaintiffs own a 145-acre tract of land located in Curtin Township, Centre County, Pennsylvania. On or about December 3, 1999, the Plaintiffs entered into a contract with Jim Warner a/k/a Harold J. Warner, said contract to provide for the sale by the Plaintiff to the Defendant Warner of all marketable timber with a guarantee payment in the minimum amount of \$53,000 or 50 percent of all money from said timber, copy of said contract attached hereto and marked as Exhibit "A".

3. Prior to the cutting of said timber the Defendant Warner sold, assigned, transferred or conveyed the contract for the sale of timber to DuEois Forest Products, Inc., and Keith A. Conrad individually. A copy of the assignment was noted in the timber contract and is also noted on Exhibit "A".

4. The Plaintiffs have received to date the sum of only \$14,000 on the aforementioned contract, yet the Defendants have wrongfully removed all of the timber and failed to pay for same with the sum of no less than \$39,000 due and owing on the guaranteed portion of the contract.

5. The Defendants have provided no accounting after numerous requests by the Plaintiffs and thus additional sums may be due and owing pursuant to the consideration to be paid in the contract being 50 percent of all timber removed.

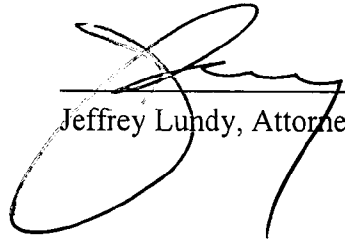
6. The Defendants have intentionally removed said timber and intentionally failed and refused to pay all sums due and owing.

7. Pursuant to applicable Pennsylvania law Plaintiffs are requesting all sums due and owing including any double and treble damages which may be due as a result of the intentional and/or negligent acts of the Defendants.

WHEREFORE, Plaintiffs demand a judgment against the Defendants in an amount no less than \$39,000 plus any additional sums which may be due and owing pursuant to the contract

plus any double or treble damages which may be applicable pursuant to the Commonwealth of Pennsylvania Statutes.

Respectfully submitted,



---

Jeffrey Lundy, Attorney for Plaintiffs

## VERIFICATION

I verify that the statements made in the Complaint are true and correct to the best of my personal knowledge of information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. § 4904 relating to unsworn falsification to authorities.

8-20-01  
Date

Paul M. Rogus  
Paul M. Rogus

Sworn to and subscribed before me this

20<sup>th</sup> day of August, 2001.

Anna C. Kerr  
Notary Public

NOTARIAL SEAL ANNA C. KERR Notary Public Warren, Warren County My Commission Expires Nov. 11, 2008
---

# Contract for Sale of Timber

This Agreement entered into this 3 day of 12 19 99 whereby PP & D  
Camp of Cartin twp., his / her heirs and assigns hereinafter  
 known as the **First Party**, sells and conveys to the **Buyer**, its successors and assigns,  
 hereinafter known as the **Second Party**, the timber located on the PP & D Camp  
 property, consisting of about (145) acres. Boundary as follows: \_\_\_\_\_

SEE MAP  
 Said timber is more fully described as follows: All marketable Timber.

In consideration there of the **Second Party**, its successors and assigns agree to pay the  
**First Party**, his heirs or assigns 50% of all money from Timber guaranteed a \$53,000  
 minimum.

The **First Party** here by grants to the **Second Party** full and unhindered right of ingress  
 and egress to and from said timber and all adjacent properties. Also the full and unhindered  
 right and privilege of installing and operating on said premises, all necessary machinery  
 and equipment for the process and removal of said timber within One year from the date  
 of this contract. But if said timber is not cut within the specified time, all timber will revert  
 to the **First Party**.

**First Party** for himself, his heirs, executors, and administrators, declare that he is the  
 true and lawful owner of the property herein described and that he has full power to sell  
 and convey and that he will warrant and defend against all claims whatsoever.

**Second Party** will hold harmless **First Party** should any injury occur.

**Second Party** will repair all skid trails and ruts in roadways used by the **Second Party**  
 to the best of their ability.

The **Second Party** has full and unhindered right for marketing and sales of the said timber.

**Second Party** reserves the right to transfer / sell this contract to a **Third Party**.

~~JW First Party will assume all responsibilities for correct property boundaries.~~

Signed, in duplicate, by both parties on the day and date first above mentioned.

Witnessed by: \_\_\_\_\_

Date: \_\_\_\_\_

Seller: Paul M. Hagen

Date: 12-3-99

Buyer: Jim Warner

Date: 12/3/99

SOLD CONTRACT to  
 Dubois Forest Products, Inc.

Jim Warner  
Keith A. End  
Paul M. Hagen

Steve S. Hagen  
11/29/99  
Keith A. End  
11/19/99

814-438-1063



FILED

AUG 24 2001

*SP*  
for *1713:19* att *lundy pd*  
William A. Shaw  
Prothonotary

*180.00*

*acc atty ~~lundy~~*

PAUL M. ROGUS, DENNIS T.  
ROGUS, & PETER A.  
PASSUELLO  
PLAINTIFFS

VS.

JIM WARNER, a/k/a HAROLD J.  
WARNER, t/d/b/a WARNER'S  
TIMBER SERVICE, KEITH A.  
CONRAD, DUBOIS FOREST  
PRODUCT, INC.

DEFENDANTS

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

:

:

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:

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:

:

:NO. 01-1390-C.D.

**NOTICE TO PLEAD**

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

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

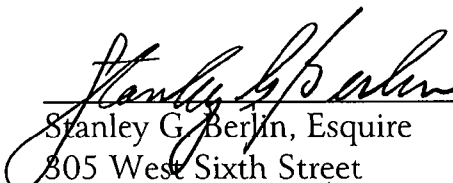
Court Administrator's Office  
CLEARFIELD COUNTY COURTHOUSE  
One North 2nd Street  
Clearfield, PA 16830  
(814) 765-2461

**FILED**

SEP 20 2001

William A. Shaw  
Prothonotary

Respectfully submitted,  
SHAPIRA, HUTZELMAN, BERLIN & MAY

  
Stanley G. Berlin, Esquire  
805 West Sixth Street  
Erie, Pennsylvania 16507  
(814) 452-6800  
Pa. I.D. #: 10305

PAUL M. ROGUS, DENNIS T. ROGUS, & PETER A. PASSUELLO PLAINTIFFS	:IN THE COURT OF COMMON PLEAS :OF CLEARFIELD COUNTY, PENNSYLVANIA : : : : :
VS.	:
JIM WARNER, a/k/a HAROLD J. WARNER, t/d/b/a WARNER'S TIMBER SERVICE, KEITH A. CONRAD, DUBOIS FOREST PRODUCT, INC.	: : : : : : :
DEFENDANTS	:NO. 01-1390-C.D.

:NO. 01-1390-C.D.

4. Defendant, James Warner, is without sufficient information so as to form a belief as to the truth of this averment, denies the same, and therefore demands strict

proof thereof at the time of trial. It is further denied that the Defendant, James Warner has wrongfully removed any of the timber from Plaintiff's real property since the Defendant, James Warner, took no action relative to the removal of any of the timber. It is further denied that the Defendant, James Warner, has failed to pay the Plaintiff since the Defendant sold and assigned his rights under this contract, with Plaintiff's permission, to Dubois Forest Products, Inc. and thus the Defendant, James Warner, had no obligation to pay any amount to the Plaintiff.

5. Defendant, James Warner, is without sufficient information so as to form a belief as to the truth of this averment, denies the same, and demands strict proof thereof at the time of trial. Defendant, James Warner, further asserts that he had no obligation to provide any accounting to the Plaintiff since he had no further obligations under the terms of this contract once it was assigned to the Defendant, Dubois Forest Products, Inc.

6. Denied that the Defendant has removed any timber or has failed to and refused to pay any amounts which the Defendant, James Warner, owes to the Plaintiffs.

7. Denied, further stating that since the Defendant, James Warner, owes nothing to the Plaintiff no amount for double or treble damages is due and owing by the Defendant, James Warner to the Plaintiff. Defendant, James Warner, further asserts that there is no applicable Pennsylvania law which requires the Defendant, James Warner, to pay double or treble damages to the Plaintiff.

WHEREFORE, Defendant, James Warner, d/b/a Warner Timber Service, requests dismissal of the Complaint against him and judgment in his favor.

**NEW MATTER**

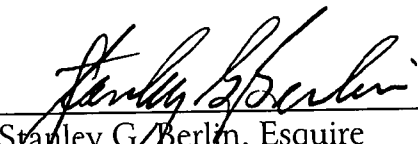
8. Defendant, James Warner, incorporates by reference, all of his answers to paragraphs one through seven of the Complaint.

9. Defendant, James Warner, asserts that he sold and transferred all rights duties and obligations of the contract of December 3, 1999 to Dubois Forest Products, Inc. with the full knowledge and consent of Plaintiff.

10. By virtue of aforesaid sale Defendant, James Warner, had no further responsibility to the Plaintiff.

Respectfully submitted,

SHAPIRA, HUTZELMAN, BERLIN & MAY

  
\_\_\_\_\_  
Stanley G. Berlin, Esquire  
305 West Sixth Street  
Erie, Pennsylvania 16507  
(814) 452-6800  
Pa. I.D. #: 10305

PAUL M. ROGUS, DENNIS T.	:IN THE COURT OF COMMON PLEAS
ROGUS, & PETER A.	:OF CLEARFIELD COUNTY, PENNSYLVANIA
PASSUELLO	:
PLAINTIFFS	:
	:
VS.	:
	:
JIM WARNER, a/k/a HAROLD J.	:
WARNER, t/d/b/a WARNER'S	:
TIMBER SERVICE, KEITH A.	:
CONRAD, DUBOIS FOREST	:
PRODUCT, INC.	:
	:
DEFENDANTS	:NO. 01-1390-C.D.

Dated: 9/17/01

VS.

DEFENDANTS

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•

•

•

.

:NO. 01-1390-C.D.

Stanley G. Berlin, Esquire  
305 West Sixth Street  
Erie, Pennsylvania 16507  
(814) 452-6800

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY

PENNSYLVANIA

CIVIL DIVISION

PAUL M. ROGUS, DENNIS T. ROGUS, and )	Case No.: 01-1390 C.D.
PETER A. PASSUELLO, )	
Plaintiff, )	Type of Case: CIVIL
vs. )	Type of Pleading: ANSWER TO NEW
JIM WARNER, a/k/a HAROLD J. WARNER, )	MATTER
t/d/b/a WARNER'S TIMBER SERVICE, )	Filed on behalf of: PLAINTIFFS
KEITH A. CONRAD, DUBOIS FOREST )	Counsel of Record for this Party: .
PRODUCTS, INC., )	Jeffrey Lundy, Esquire
Defendant )	Supreme Court ID: 25823
)	LUKEHART & LUNDY
)	219 East Union Street
)	PO Box 74
)	Punxsutawney, PA 15767
)	814-938-8110
)	
)	

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**FILED**

OCT 01 2001

CLERK OF COURT  
CLEARFIELD COUNTY



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

PAUL M. ROGUS, DENNIS T. ROGUS, and )  
PETER A. PASSUELLO, )

Plaintiff, )

vs. )

JIM WARNER, a/k/a HAROLD J. WARNER, )  
t/d/b/a WARNER'S TIMBER SERVICE, )  
KEITH A. CONRAD, DUBOIS FOREST )  
PRODUCTS, INC., )

Defendant )

Case No.: 01-1390 C.D.

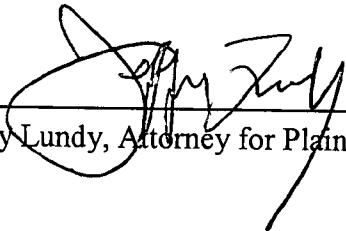
**ANSWER TO NEW MATTER**

AND NOW, comes the Plaintiffs, Paul M. Rogus, Dennis T. Rogus, and Peter A. Passuello, by and through their attorney, Jeffrey Lundy, with the following Answer to New Matter:

8. No responsive pleading required.
9. It is admitted as set forth in Plaintiff's Complaint, Paragraph 3, that the Defendant James Warner sold or transferred his contract for the sale of timber to DuBois Forest Products, Inc. which Plaintiff was aware of, however such a transfer and assignment did not vitiate Defendant's duties and obligations under the contract including the obligation to pay the Plaintiff. Plaintiff's knowledge of the assignment was not consent to relieve Defendant of his obligation.

10. Denied. Paragraph 10 is a conclusion to the law to which no responsive pleading is required, however if a responsive pleading is required Plaintiff denies that Defendant James Warner had no further responsibility to the Plaintiff.

Respectfully submitted,



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Jeffrey Lundy, Attorney for Plaintiffs

## VERIFICATION

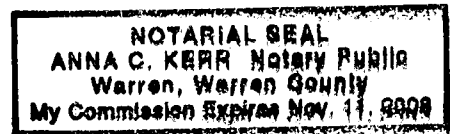
I verify that the statements made in the Answer to New Matter are true and correct to the best of my personal knowledge of information and belief. I understand that false statements herein are made subject to the penalties of 13 Pa.C.S. § 4904 relating to unsworn falsification to authorities.

9-26-01  
Date

Paul M. Rogus  
Paul M. Rogus

Sworn to and subscribed before me this

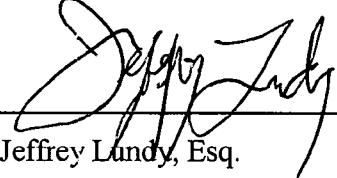
26<sup>th</sup> day of September, 2001.  
Anna C. Kerr  
Notary Public



**CERTIFICATE OF SERVICE**

I, Jeffrey Lundy, hereby certify that on the 28<sup>th</sup> day of September, 2001, a true and correct copy of the foregoing Answer to New Matter was forwarded via first-class mail, postage prepaid, to the following:

Stanley G. Berlin, Esquire  
305 West Sixth Street  
Erie, PA 16507

  
\_\_\_\_\_  
Jeffrey Lundy, Esq.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY

PENNSYLVANIA

CIVIL DIVISION

PAUL M. ROGUS, DENNIS T. ROGUS, and )	Case No.: 01-1390 C.D.
PETER A. PASSUELLO, )	
Plaintiff, )	Type of Case: CIVIL
vs. )	Type of Pleading: Praeipe to Reinstate
JIM WARNER, a/k/a HAROLD J. WARNER, )	Filed on behalf of: PLAINTIFFS
t/d/b/a WARNER'S TIMBER SERVICE, )	Counsel of Record for this Party:
KEITH A. CONRAD, DUBOIS FOREST )	Jeffrey Lundy, Esquire
PRODUCTS, INC., )	Supreme Court ID: 25823
Defendant )	LUKEHART & LUNDY
)	219 East Union Street
)	PO Box 74
)	Punxsutawney, PA 15767
)	814-938-8110
)	
)	
)	

---

**FILED**

**OCT 15 2001**

William A. Shaw  
Prothonotary

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

PAUL M. ROGUS, DENNIS T. ROGUS, and )  
PETER A. PASSUELLO, )

Plaintiff, )

vs. )

JIM WARNER, a/k/a HAROLD J. WARNER, )  
t/d/b/a WARNER'S TIMBER SERVICE, )  
KEITH A. CONRAD, DUBOIS FOREST )  
PRODUCTS, INC., )

Defendant )

Case No.: 01-1390 C.D.

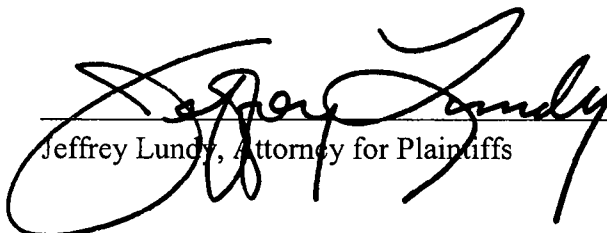
**PRAECIPE TO REINSTATE**


To the Prothonotary:

Can you please **reinstate** the Complaints for the above captioned matter and forward same to the Sheriff for service of process at the following address:

1. Keith A. Conrad of 370 Treasure Lake, DuBois, PA 15801
2. DuBois Forest Products, Inc. c/o Keith A. Conrad of 370 Treasure Lake, DuBois, PA 15801

Respectfully submitted,

  
\_\_\_\_\_  
Jeffrey Lundy, Attorney for Plaintiffs

10/15/01 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.  
  
Deputy Prothonotary

FILED



OCT 15 2001  
City of Lundy pd 67.00  
William A. Shaw  
Prothonotary (2) Complains to Sheriff

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

Sheriff Docket # 11652

ROGUS, PAUL M., DENNIS T. ROGUS & PETER A PASSUELLO

01-1390-CD

VS.

WARNER, JIM a/k/a HAROLD J. WARNER t/d/b/a WARNER'S TIMBER SERV

COMPLAINT

**SHERIFF RETURNS**

NOW NOVEMBER 15, 2001 AT 9:10 AM EST SERVED THE WITHIN COMPLAINT  
ON DUBOIS FOREST PRODUCTS INC., DEFENDANT AT SHERIFF'S OFFICE,  
MARKET ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY  
HANDING TO KEITH CONRAD, OWNER A TRUE AND ATTESTED COPY OF THE  
ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.  
SERVED BY: SHULTZ

NOW NOVEMBER 15, 2001 AT 9:10 AM EST SERVED THE WITHIN COMPLAINT  
ON KEITH CONRAD, DEFENDANT AT SHERIFF'S OFFICE, MARKET ST.,  
CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO KEITH  
CONRAD A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND  
MADE KNOWN TO HIM THE CONTENTS THEREOF.  
SERVED BY: SHULTZ

**Return Costs**

Cost	Description
62.39	SHFF. HAWKINS PAID BY: ATTY.
20.00	SURCHARGE PAID BY: ATTY.

**FILED**

01/10:05 Btl  
DEC 12 2001

William A. Shaw  
Prothonotary



Sworn to Before Me This

12<sup>th</sup> Day Of December 2001



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

So Answers,



Chester A. Hawkins  
Sheriff



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

PAUL M. ROGUS, DENNIS T. ROGUS, and  
PETER A. PESSUELLO,  
Plaintiff

vs.

JIM WARNER, a/k/a HAROLD J. WARNER,  
t/d/b/a WARNER'S TIMBER SERVICE, KEITH  
A. CONRAD, DUBOIS FOREST PRODUCTS,  
Defendants

No. 01- 1390 C.D.

Type of Pleading:  
PRAECIPE FOR DEFAULT JUDGMENT

Filed on Behalf of: PLAINTIFF

Counsel of Record for this Party:  
JEFFREY LUNDY  
PA I.D. #25823

LUKEHART & LUNDY  
219 East Union Street  
PO Box 74  
Punxsutawney, PA 15767  
(814) 938-8110

**FILED**

JAN 17 2002

William A. Shaw  
Prothonotary

Judgment is against Keith A.  
Conrad and Dubois Forest Products

Only.

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

PAUL M. ROGUS, DENNIS T. ROGUS, and  
PETER A. PESSUELLO,  
Plaintiff

v.

No. 01- 1390 C.D.

JIM WARNER, a/k/a HAROLD J. WARNER,  
t/d/b/a WARNER'S TIMBER SERVICE, KEITH  
A. CONRAD, DUBOIS FOREST PRODUCTS,  
Defendants

PRAECIPE FOR DEFAULT JUDGMENT

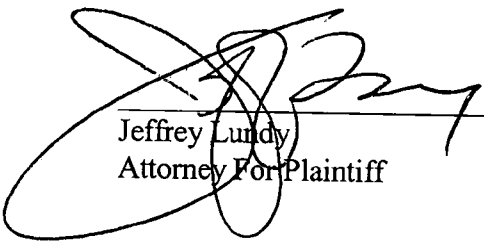
TO THE PROTHONOTARY OF CLEARFIELD COUNTY, PENNSYLVANIA:

Please enter a judgment of default in favor of the Plaintiffs, Paul M. Rogus, Dennis T. Rogus and Peter A. Pessuello, and against the Defendant, Keith A. Conrad and DuBois Forest Products, for their failure to plead to the Complaint in this action within the required time. The Complaint contains a Notice to Defend within twenty (20) days from the date of service thereof. Defendants were served with the Complaint on November 15, 2001, and their Answer was due to be filed on December 5, 2001.

Attached as Exhibit "A" is a copy of Plaintiff's written Notice of Intention to File Praecipe for Entry of Default Judgment which I certify was delivered to the Defendants at their last known address of record on December 21, 2001 which is at least ten (10) days prior to the filing of this Praecipe.

Please assess damages in the amount of \$39,000.00 being the amount demanded in the Complaint, together with costs.

DATE: 1/8/2002

  
Jeffrey Lundy  
Attorney For Plaintiff

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

PAUL M. ROGUS, DENNIS T. ROGUS, and  
PETER A. PESSUELLO,  
Plaintiff

v.

No. 01- 1390 C.D.

JIM WARNER, a/k/a HAROLD J. WARNER,  
t/d/b/a WARNER'S TIMBER SERVICE, KEITH  
A. CONRAD, DUBOIS FOREST PRODUCTS,  
Defendants

CERTIFICATION

I, Jeffrey Lundy, attorney for Paul M. Rogus, Dennis T. Rogus, and Peter A. Pessuello, Plaintiffs, hereby certify that written Notice of the Intention to File a Praecipe for the Entry of a Default Judgment was mailed by first class mail to DuBois Forest Products and Keith A. Conrad, defendants on the 21<sup>st</sup>, day of December, 2001.

Jeffrey Lundy, Attorney for Plaintiff

Sworn to and subscribed to before me  
this 8<sup>th</sup> day of January, 2002.

Notary Public

Notarial Seal  
Heather E. Smith, Notary Public  
Punxsutawney Boro, Jefferson County  
My Commission Expires Nov. 7, 2005  
Member, Pennsylvania Association Of Notaries

FILE COPY

Exhibit "A"

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

PAUL M. ROGUS, DENNIS T. ROGUS,  
and PETER A. PASSUELLO,  
Plaintiffs

vs.

JIM WARNER, a/k/a HAROLD J. WARNER,  
t/d/b/a WARNER'S TIMBER SERVICE, KEITH  
A. CONRAD, DUBOIS FOREST PRODUCTS,  
Defendant

No. 01- 1390 C.D.

Type of Pleading: NOTICE OF  
INTENTION TO FILE PRAECIPE FOR  
DEFAULT JUDGMENT

Filed on Behalf of: PLAINTIFF

Counsel of Record for this Party:  
JEFFREY LUNDY  
PA I.D. #25823  
LUKEHART & LUNDY  
219 East Union Street  
PO Box 74  
Punxsutawney, PA 15767  
(814) 938-8110

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

PAUL M. ROGUS, DENNIS T. ROGUS, and  
PETER A. PESSUELLO,  
Plaintiff

v.

No. 01- 1390 C.D.

JIM WARNER, a/k/a HAROLD J. WARNER,  
t/d/b/a WARNER'S TIMBER SERVICE, KEITH  
A: CONRAD, DUBOIS FOREST PRODUCTS,  
Defendants

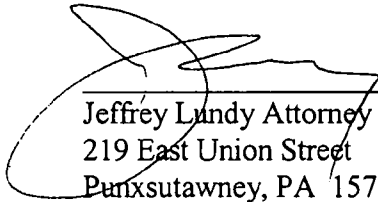
TO: KEITH A. CONRAD and DUBOIS FOREST PRODUCTS, Defendant

DATE OF NOTICE: December 21, 2001

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's Office  
**CLEARFIELD COUNTY COURTHOUSE**  
One North 2<sup>nd</sup> Street  
Clearfield, PA 16830  
(814) 765-2461 ext. 50-51



Jeffrey Lundy Attorney for Plaintiff  
219 East Union Street  
Punxsutawney, PA 15767

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

Received From:

 Lukehart Lundy  
PO Box 74  
Punxsutawney, PA 15767

One piece of ordinary mail addressed to:

Dubois Forest Products  
370 Treasure Lake  
Dubois, PA 15767


PS Form 3817, Mar. 1989 ★ U.S.GPO: 1991-0-282-404/25747

Affix fee here in stamps or meter postage and post mark. Inquire of Postmaster for current fee.

DEC 21 2001  
PUNXSUTAWNEY PA  
USPS  
PB METER 5056948

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

Received From:

 Lukehart Lundy  
PO Box 74  
Punxsutawney, PA 15767

One piece of ordinary mail addressed to:

Keth A Conrad  
370 Treasure Lake  
Dubois, PA 15767

PS Form 3817, Mar. 1989

Affix fee here in stamps or meter postage and post mark. Inquire of Postmaster for current fee.

DEC 21 2001  
PUNXSUTAWNEY PA  
USPS  
PB METER 5056948  
U.S. POSTAGE  
\$7.50

FILED

3 cc Atty Lundy

M/2110-881  
JAN 17 2002

Atty Pd.  
20.00

William A. Shaw  
Prothonotary

Notice to Keith Conrade  
Dubois Forest Road.

Statement to Atty

CA  




COPY

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

Paul M. Rogus  
Dennis T. Rogus  
Peter A. Passuello

Vs.

No. 2001-01390-CD

Jim Warner, a/k/a Harold J. Warnder,  
t/d/b/a Warner's Timber Service,  
Keith A. Conrad, DuBois Forest Products, Inc.

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$39,000.00 on the January 17, 2002.

William A. Shaw  
Prothonotary

---

William A. Shaw

COPY

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

Paul M. Rogus  
Dennis T. Rogus  
Peter A. Passuello

Vs.

No. 2001-01390-CD

Jim Warner, a/k/a Harold J. Warnder,  
t/d/b/a Warner's Timber Service,  
Keith A. Conrad, DuBois Forest Products, Inc.

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$39,000.00 on the January 17, 2002.

William A. Shaw  
Prothonotary

---

William A. Shaw

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

Paul M. Rogus  
Dennis T. Rogus  
Peter A. Passuello  
Plaintiff(s)

COPY

No.: 2001-01390-CD

Real Debt: \$39,000.00

Atty's Comm:

Vs.

Costs: \$

Int. From:

Jim Warner, a/k/a Harold J.  
Warner, t/d/b/a Warner's Timber Service,  
Keith A. Conrad, DuBois Forest  
Products, Inc.  
Defendant(s)

Entry: \$20.00

Instrument: Default Against ONLY Keith A.  
Conrad and DuBois Forest Products

Date of Entry: January 17, 2002

Expires: January 17, 2007

Certified from the record this 17th day of January, 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.

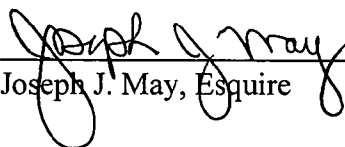
\_\_\_\_\_

PAUL M. ROGUS, DENNIS T.	:	IN THE COURT OF COMMON PLEAS
ROGUS, & PETER A.	:	
PASSUELLO	:	OF CLEARFIELD COUNTY, PENNSYLVANIA
Plaintiffs	:	
	:	
VS.	:	
	:	
JIM WARNER, a/k/a HAROLD J.	:	
WARNER, t/d/b/a WARNER'S	:	
TIMBER SERVICE, KEITH A.	:	
CONRAD, DUBOIS FOREST	:	
PRODUCT, INC.	:	
	:	
Defendants	:	NO. 01-1390-C.D.

**NOTICE OF FILING REQUEST FOR PRODUCTION OF DOCUMENTS**  
**(First Set)**

Notice is hereby given that Request for Production of Documents (First Set) were served on the following by regular U.S. Mail, postage prepaid, and hand delivered service to the following:

Jeffrey Lundy, Esquire  
 Lukehart & Lundy  
 219 East Union Street, PO Box 74  
 Punxsutawney, PA 15767-0074

  
 \_\_\_\_\_  
 Joseph J. May, Esquire

**FILED**

MAY 02 2002  
 m/1:19/rocc  
 William A. Shaw  
 Prothonotary

*EKL*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,

PENNSYLVANIA

CIVIL DIVISION

PAUL M. ROGUS, DENNIS T. ROGUS, and )	Case No.: 01 – 1390 C.D.
PETER A. PESSUELLO, )	Type of Case: CIVIL
Plaintiff, )	Type of Pleading: MOTION FOR
vs. )	SUMMARY JUDGMENT
JIM WARNER, a/k/a HAROLD J. WARNER, )	Counsel of Record for this Party:
t/d/b/a WARNER'S TIMBER SERVICE, )	JEFFREY LUNDY
KEITH A. CONRAD, and DUBOIS FOREST )	PA I.D. 25823
PRODUCTS, )	LUKEHART & LUNDY
Defendant )	219 East Union Street
	PO Box 74
	Punxsutawney, PA 15767
	(814) 938-8110

---

**FILED**

SEP 09 2002

0135012ccathy lundy  
William A. Shaw  
Prothonotary

*[Signature]*

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

PAUL M. ROGUS, DENNIS T. ROGUS, and )	Case No.: 01-1390 C.D.
PETER A. PESSUELLO, )	
Plaintiff, )	
vs. )	
JIM WARNER, a/k/a HAROLD J. WARNER, )	
t/d/b/a WARNER'S TIMBER SERVICE, )	
KEITH A. CONRAD, and DUBOIS FOREST )	
PRODUCTS, )	
Defendant )	

---

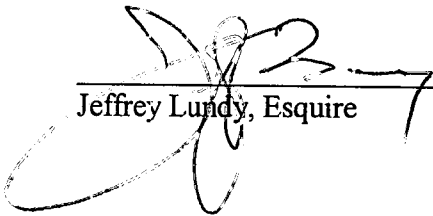
**MOTION FOR SUMMARY JUDGMENT**

Now comes the Plaintiffs, Paul M. Rogus, Dennis T. Rogus, and Peter A. Passuello, by and through their attorney, Jeffrey Lundy, with the following Motion for Summary Judgment. From the pleadings and depositions Movant submits that there are no genuine issues as to any material fact that Defendant, Jim Warner a/k/a Warner's Timber Service, was not relieved of his duty or liability for a contract of sale through an assignment.

1. On August 24, 2001, the Plaintiff in the above captioned matter filed a Complaint in Equity, requesting damages for failure to perform on a timber contract.
2. The Defendant filed a responsive pleading, being an Answer and New Matter, to which an Answer to New Matter was filed.

3. From the pleadings and depositions Movant submits that there are no genuine issues as to any material fact and the Defendant Warner was not relieved of his duty or liability on the contract through assignment, all of which is set forth and supported in accompanying brief.

WHEREFORE, your Plaintiff requests that Summary Judgment be entered in their favor in the amount alleged in the Complaint.

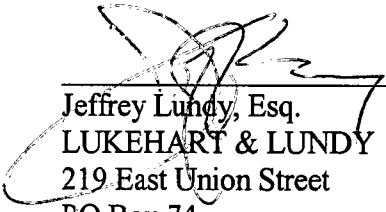


Jeffrey Lundy, Esquire

**CERTIFICATE OF SERVICE**

I, Jeffrey Lundy, Esquire, do hereby certify that a true and correct copy of the within Motion was served upon the deponent and counsel of record by United States mail, first-class, postage prepaid this 6th day of September, 2002, as follows:

Stanley G. Berling, Esquire  
305 West Sixth Street  
Erie, PA 16507

  
\_\_\_\_\_  
Jeffrey Lundy, Esq.  
LUKEHART & LUNDY  
219 East Union Street  
PO Box 74  
Punxsutawney, PA 15767  
(814) 938-8110



Date: 10/24/2002

Clearfield County Court of Common Pleas

User: BANDERSON

Time: 11:04 AM

ROA Report

Page 1 of 1

Case: 2001-01390-CD

Current Judge: John K. Reilly Jr.

Rogus, Dennis T. Rogus, Peter A. Passuello vs. Jim Warner, Warner Timber Service, Keith A. Conrad, DuBois Forest Products, Inc  
Civil Other

Date		Judge
08/24/2001	✓ Filing: Civil Complaint Paid by: Lundy, Jeffrey (attorney for Rogus, Paul M.) Receipt number: 1830303 Dated: 08/24/2001 Amount: \$80.00 (Check) Two CC Attorney Bundy	No Judge ✓
09/24/2001	✓ Answer and New Matter To Plaintiffs' Complaint. Filed by s/Stanley G. Berlin, Esq. Verification. s/Stanley G. Berlin, Esq. Cert of Svc no cc	No Judge ✓
10/01/2001	✓ Answer To New Matter. Filed by s/Jeffrey Lundy, Esq. Verification. s/Paul M. Rogus Cert. of Svc. 1 cc Atty Lundy	No Judge ✓
10/15/2001	✓ Filing: Reissue Complaint Paid by: Lundy, Jeffrey (attorney for Rogus, Dennis T.) Receipt number: 1832880 Dated: 10/15/2001 Amount: \$7.00 (Check) Praeipce to Reinstate, Reinstated 2 Complaints and issued to Sheriff	No Judge ✓
	Filing: Overage Paid by: Lundy, Jeffrey (attorney for Rogus, Dennis T.) Receipt number: 1832880 Dated: 10/15/2001 Amount: \$7.00 (Check)	No Judge
12/12/2001	✓ Sheriff Return, Papers served on Defendant(s). So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm	No Judge ✓
01/17/2002	✓ Filing: Praeipce for Default Judgment in Favor of the Plaintiff and Against Defendants KEITH A. CONRAD and DU BOIS FOREST PRODUCTS in the amount of \$39,000.00 Paid by: Lundy, Jeffrey (attorney for Rogus, Dennis T.) Receipt number: 1836894 Dated: 01/17/2002 Amount: \$20.00 (Check) Notice to Keith Conrad and DuBois Forest Prod. Statement to Atty	No Judge ✓
05/02/2002	✓ Notice of Filing Request For Production of Documents (First Set) upon Jeffrey Lundy, Esq. Filed by s/Joseph J. May, Esq. no cc	No Judge ✓
09/09/2002	✓ Motion For Summary Judgment. filed by s/Jeffrey Lundy, Esq. Certificate of Service 2 cc Atty Lundy	No Judge <i>repetitive</i>
10/03/2002	✓ Transcript of Deposition of PAUL M. ROGUS, April 19, 2002. Filed.	John K. Reilly Jr.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

PAUL M. ROGUS, DENNIS T. ROGUS and:

PETER AP. PRESSUELLO :

-vs-

No. 01 - 1390 - CD

JIM WARNER, a/k/a HAROLD J. :

WARNER, t/d/b/a WARNER'S TIMBER :

SERVICE, KEITH A. CONRAD, and :

DUBOIS FOREST PRODUCTS :

**ORDER**

NOW, this 28<sup>th</sup> day of October, 2002, this being the day and date set for argument into Plaintiffs' Motion for Summary Judgment, it is the ORDER of this Court that said Motion be and is hereby continued for a period of 30 days to give Defendant Jim Warner a/k/a Warner's Timber Service, the opportunity to depose Peter A. Pessuello, Plaintiff above-named.

By the Court,

President Judge

**FILED**

OCT 28 2002

William A. Shaw  
Prothonotary

FILED

1cc Jky Lundy  
1cc Mky Berlin  
OCT 28 2002 1cc Keith Conrad -  
370 Treasure Lake  
Dubois

William A. Shaw 1cc Dubois Forest  
Prothonotary 370 Treasure  
Lake, Dubois



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

PAUL M. ROGUS, DENNIS T. ROGUS and )	Case No.: 01-1390 C.D.
PETER A. PESSUELLO )	Type of Case: Civil
)	
Plaintiff )	
)	
VS. )	
)	
JIM WARNER, a/k/a HAROLD J. WARNER )	
t/d/b/a WARNER'S TIMBER SERVICE, )	
KEITH A. CONRAD, DUBOIS FOREST )	
PRODUCTS, INC., )	
)	
Defendant )	

**NOTICE OF SCHEDULED DEPOSITION**

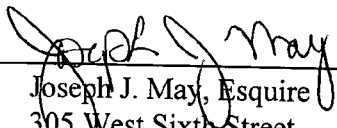
PLEASE TAKE NOTICE that the scheduled deposition of Peter A. Pessuello has been scheduled for November 26, 2002, at 10:30 A.M. at the offices of LUKEHART & LUNDY, 219 East Union Street, P.O. Box 74, Punxsutawney, PA 15767, pursuant to Rule 4007.1 of the Pennsylvania Rules of Civil Procedure. The above deposition is being scheduled for the purpose of submitting the deposition testimony of Peter A. Pessuello for use as evidence in the above case.

**NOTICE TO CLAIMANT OR WITNESS**

You may object to this oral deposition by mailing or delivering a letter listing your objections to Joseph J. May, Esquire, at the address listed below, at least seven (7) days prior to November 26, 2002.

Respectfully submitted,

SHAPIRA, HUTZELMAN, BERLIN  
AND MAY

BY   
Joseph J. May, Esquire  
305 West Sixth Street  
Erie, PA 16501  
(814) 452-6800

**FILED**

NOV 12 2002

William A. Shaw  
Prothonotary

FILED

m/1:10-321  
NOV 12 2002

NO  
CC

*[Handwritten signature]*

William A. Shaw  
Prothonotary

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

PAUL M. ROGUS, DENNIS T. ROGUS :  
AND PETER A. PRESSUELLO :

-vs-

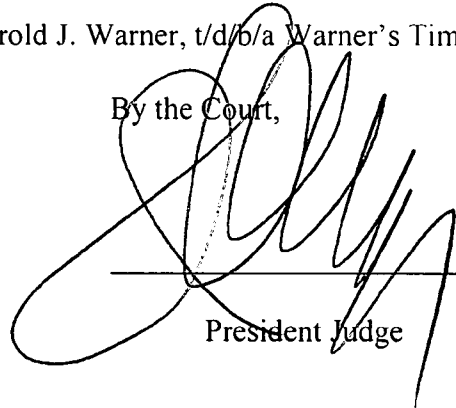
No. 01 – 1390 – CD

JIM WARNER, a/k/a HAROLD J. :  
WARNER, t/d/b/a WARNER'S TIMBER :  
SERVICE, KEITH A. CONRAD, and :  
DUBOIS FOREST PRODUCTS :

**ORDER**

NOW, this 17<sup>th</sup> day of April, 2003, upon consideration of Motion for Summary Judgment filed on behalf of Plaintiffs above-named, and argument and briefs thereon, this Court being satisfied that Defendants' reliance on First Pennsylvania Bank, N.A. v. Treister, 380 A.2d 826 (1997) is misplaced, it is the ORDER of this Court that said Motion for Summary Judgment be and is hereby granted and judgment entered in favor of the Plaintiffs and against the Defendant Jim Warner, a/k/a Harold J. Warner, t/d/b/a Warner's Timber Service.

By the Court,

  
\_\_\_\_\_  
President Judge

**FILED**

APR 21 2003

William A. Shaw  
Prothonotary

FILED

1 CC Atty Lundy

01 31 26-28

1 CC Atty S. Berlin

APR 21 2003

1 CC Keith A. Conrad  
and

William A. Shaw  
Prithenaniary

1 CC DuBois Forest Products, Inc  
(separate envelopes)

370 Treasure Lake  
DuBois, PA 15801

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

PAUL M. ROGUS, DENNIS T. ROGUS, and )	Case No.: 01-1390 C.D.
PETER A. PASSUELLO, )	
Plaintiff, )	Type of Case: CIVIL
vs. )	Type of Pleading: <b>STIPULATION AND</b>
JIM WARNER, a/k/a HAROLD J. WARNER, )	<b>ENTRY OF JUDGMENT</b>
t/d/b/a WARNER'S TIMBER SERVICE, )	Filed on behalf of: PLAINTIFFS
KEITH A. CONRAD, DUBOIS FOREST )	
PRODUCTS, INC., )	Counsel of Record for this Party:
Defendant, )	Jeffrey Lundy, Esquire
)	Supreme Court ID: 25823
)	LUKEHART & LUNDY
)	219 East Union Street
)	PO Box 74
)	Punxsutawney, PA 15767
)	814-938-8110
)	
)	

---

**FILED**

*M 2:27 PM PL 20020*  
*Shaw to Atty. - Boc & Atty -*  
NOV 20 2003

William A. Shaw  
Prothonotary



Case No.. 01-1390 C.D.

1. Judgment shall be entered against the Defendant, James Warner, a/k/a Harold J. Warner, t/d/b/a Warner's Timber Service in the amount of Twenty Five Thousand Dollars (\$25,000.00) in favor of the ~~Defendants~~ <sup>PLAINTIFFS</sup> Paul M. Rogus, Dennis T. Rogus, and Peter A. Passuello.
2. In order to secure this Judgment, Defendant shall:
  - a. Execute a Mortgage in the amount of the Judgment against property titled in the name of Harold J. Warner, Map No. 14, Book 41, Parcel Index No. 008-03-43 being 14.35 acres located on O'Neill Road, Union Township, Erie County, Pennsylvania.

b. Place a lien against the Defendants 1988 Chevrolet Vehicle Title No.  
54545708501. *PMR.*

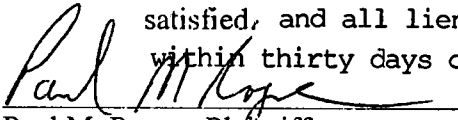
c. Execute U.C.C. 1 filings in favor of the Defendants as to a 1986 540 Log  
Skidder, 1989 440 Log Skidder and a 1997 540 Bulldozer.

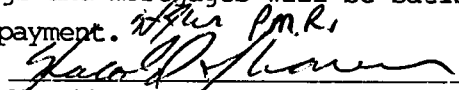
3. Defendant agrees to make eight (8) installments of Three Thousand One  
Hundred Twenty Five Dollars (\$3,125.00) each with the first installment upon  
signing the Agreement and each following payment due six (6) months  
thereafter until paid in full.

4. Should the Defendant fail or refuse to make said payments then Defendants  
may proceed with execution on the items that are secured with late interest  
due from the date of entry of the Judgment, provided however should  
Defendant make all timely payments no interest shall be due on said  
Judgment.

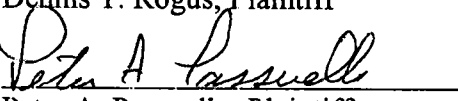
5. The case at the above term and numbers shall be discontinued and settled with  
the Judgment entered and upon receipt of final payment Judgment shall be

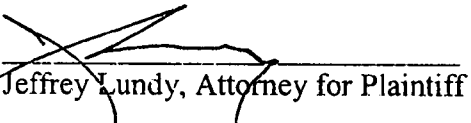
satisfied, and all liens, UCC filings and mortgages will be satisfied  
within thirty days of the final payment. *PMR.*

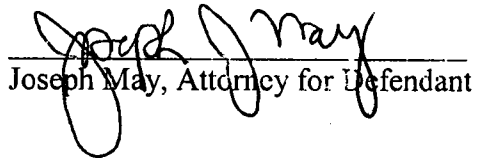
  
Paul M. Rogus, Plaintiff

  
Harold J. Warner, Defendant

  
Dennis T. Rogus, Plaintiff

  
Peter A. Passuello, Plaintiff

  
Jeffrey Lundy, Attorney for Plaintiff

  
Joseph May, Attorney for Defendant

**FILED**

NOV 20 2003

William A. Shaw  
Prothonotary

SHAPIRA, HUTZELMAN, BERLIN AND MAY  
ATTORNEYS AND COUNSELORS AT LAW  
305 WEST SIXTH STREET  
ERIE, PENNSYLVANIA 16507

TELEPHONE - 814/452-6800

FAX - 814/456-2227

COPY

GARY J. SHAPIRA\*  
STEPHEN H. HUTZELMAN  
STANLEY G. BERLIN  
JOSEPH J. MAY \*\*  
RANDY L. SHAPIRA  
JOSEPH M. WALSH, III  
LINDA L. MACMONAGLE

October 21, 2003

DECEASED  
HOWARD H. PLATE  
JOSEPH M. WALSH, JR.

\*CERTIFIED CIVIL TRIAL ADVOCATE  
\*\*ALSO ADMITTED TO PRACTICE IN OHIO

REFER TO:

Jeffrey Lundy, Esquire  
Lukehart & Lundy  
219 East Union Street, PO Box 74  
Punxsutawney, PA 15767-0074

RE: Rogus v. Warner

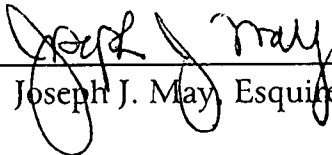
Dear Mr. Lundy:

In response to your letter dated October 16, 2003, you have authority to strike and initial the correction in paragraph 1 to indicate that the judgment is in favor of the plaintiffs.

Very truly yours,

SHAPIRA, HUTZELMAN, BERLIN  
AND MAY

BY

  
Joseph J. May Esquire

JJM/cah:

cc: James Warner

DATE: 10/21/03

cc: Robert S. Warner

**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

November 13, 2003

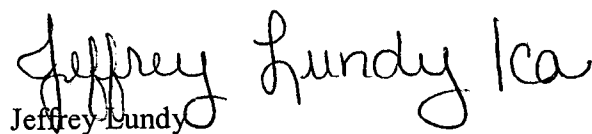
Clearfield County Prothonotary  
Clearfield County Courthouse  
One North 2<sup>nd</sup> Street  
Clearfield, PA 16830

RE: *Rogus, et al. vs. Warner, et al.*

Dear Prothonotary:

Enclosed herein please find a copy of a letter from Attorney May agreeing to the correction under paragraph 1. With this information, can you kindly record the Stipulation as presented? I would like to thank you for your cooperation and in pointing this matter out to me.

Very truly yours,

  
Jeffrey Lundy

JL/caa

Enclosure

cc: Paul Rogus

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

Paul M. Rogus  
Dennis T. Rogus  
Peter A. Passuello  
Plaintiff(s)

No.: 2001-01390-CD

Real Debt: \$25,000.00

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Entry: \$20.00

Jim Warner  
Warner Timber Service  
Keith A. Conrad  
DuBois Forest Products, Inc.  
Defendant(s)

Instrument: Judgment

Date of Entry: November 20, 2003

Expires: November 20, 2008

Certified from the record this 20th dy of November, 2003

\_\_\_\_\_  
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