

01-1390-CD
PAUL M. ROGUS et al -vs- JIM WARNER et al

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

PAUL M. ROGUS, DENNIS T. ROGUS, and) Case No.: ____-2001 C.D. *01-1390-CO*
PETER A. PASSUELLO,)
Plaintiff,) Type of Case: CIVIL
vs.) Type of Pleading: COMPLAINT
JIM WARNER, a/k/a HAROLD J. WARNER,) Filed on behalf of: PLAINTIFFS
t/d/b/a WARNER'S TIMBER SERVICE,)
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
)
)

[Handwritten signature]

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-CO

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 2nd 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,) Case No.: ____-2001 C.D.
t/d/b/a WARNER'S TIMBER SERVICE,)
KEITH A. CONRAD, DUBOIS FOREST)
PRODUCTS, INC.,)
Defendant)
)

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 DuBois 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.

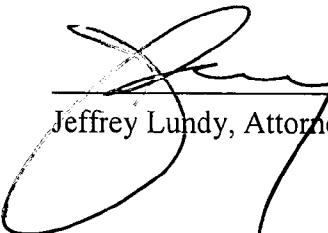
6. The Defendants have intentionally removed said timber and intentionally failed and refused to pay all sums due and owing.

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

20th 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 1999 whereby PP 80
Camp of Carlton fwp., 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 12.0 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**.

J.W. ~~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. Kiger

Date: 12-3-99

Buyer: Tim Warner

Date: 12/3/99

Sold contract to
Bois FOREST Products, Inc.

Tim Warner
Keith O. Ed
Paul M. Kiger

814-438-1063

Tim Warner
11/29/99
Keith O. Ed
11/19/99

FILED

Sk
AUG 24 2001
17319 Gatty Lundy pd
William A. Shaw
Prothonotary
180.00

2cc atty Lundy

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.

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.

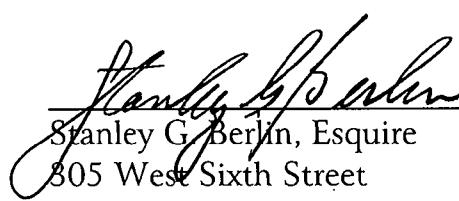
Court Administrator's Office
CLEARFIELD COUNTY COURTHOUSE
One North 2nd Street
Clearfield, PA 16830
(814) 765-2461

FILED

SEP 20 2001

William A. Shaw
Prothonotary

Respectfully submitted,
SHAPIRA, HUTZELMAN, BERLIN & MAY



Stanley G. Berlin, Esquire
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.

ANSWER AND NEW MATTER TO PLAINTIFFS' COMPLAINT

AND NOW, this 17th day of September, 2001 comes the Defendant, Jim Warner a/k/a Harold J. Warner, t/d/b/a Warner's Timber Service, by and through his counsel, Shapira, Hutzelman, Berlin and May, who sets forth this Answer and New Matter to the Complaint, a statement of which is as follows:

FILED

SEP 20 2001

**William A. Shaw
Prothonotary**

1.a. Admitted.

b. Admitted.

c. Admitted.

2. Admitted, further stating that the contract between the Plaintiff and James Warner d/b/a Warner's Timber Service, attached to Plaintiff's Complaint as Exhibit "A" accurately sets forth the terms of the agreement between the parties.

3. Admitted, further stating that the Plaintiff was provided notice of said assignment of said contract and consented thereto as indicated by the Plaintiff's signature on Exhibit "A".

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

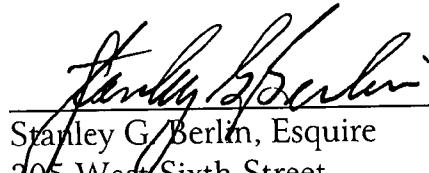
8. Defendant, James Warner, incorporates by reference, all of his answers to paragraphs one though seven of the Complaint.

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

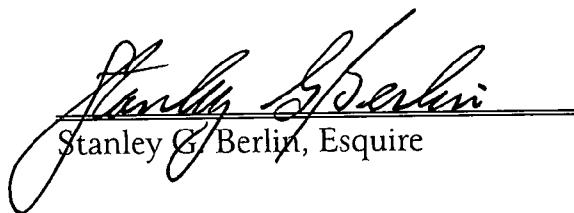


Stanley G. Berlin, Esquire
305 West Sixth Street
Erie, Pennsylvania 16507
(814) 452-6800
Pa. I.D. #: 10305

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.

VERIFICATION

I, STANLEY G. BERLIN, ESQUIRE, being duly sworn according to law, depose and say that I am Attorney for the Defendant, James Warner, a/k/a Harold J. Warner, t/d/b/a Warner's Timber Service and that the facts set forth in the foregoing Answer and New Matter are true and correct not from my own information but from that supplied to me by the Defendant, and that an Affidavit of the same to that effect will be supplied upon demand.



Stanley G. Berlin, Esquire

Dated: 9/17/01

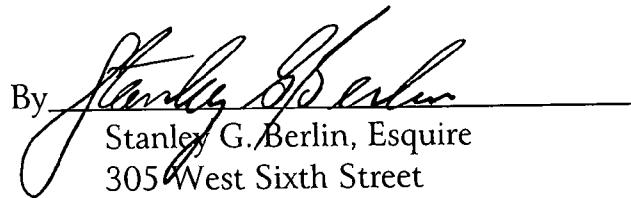
PAUL M. ROGUS, DENNIS T. :IN THE COURT OF COMMON PLEAS
ROGUS, & PETER A. :OF CLEARFIELD COUNTY, PENNSYLVANIA
PASSUELLO :
PLAINTIFFS :
VS. :
JIM WARNER, a/k/a HAROLD J. :
WARNER, t/d/b/a WARNER'S :
TIMBER SERVICE, KEITH A. :
CONRAD, DUBOIS FOREST :
PRODUCT, INC. :
DEFENDANTS :NO. 01-1390-C.D.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 17th day of SEPT., 2001,
a copy of Defendant James Warner's Answer and New Matter to Plaintiff's Complaint
was served by hand delivery and/or first class U.S. Mail, postage prepaid, on the
following:

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

SHAPIRA, HUTZELMAN, BERLIN & MAY

By 
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.)
JIM WARNER, a/k/a HAROLD J. WARNER,) Type of Pleading: ANSWER TO NEW
t/d/b/a WARNER'S TIMBER SERVICE,) MATTER
KEITH A. CONRAD, DUBOIS FOREST)
PRODUCTS, INC.,) Filed on behalf of: PLAINTIFFS
Defendant) 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

OCT 01 2001

10/01/01
COURT CLERK

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,) Case No.: 01-1390 C.D.
t/d/b/a WARNER'S TIMBER SERVICE,)
KEITH A. CONRAD, DUBOIS FOREST)
PRODUCTS, INC.,)
)
Defendant)
)
)
)
)

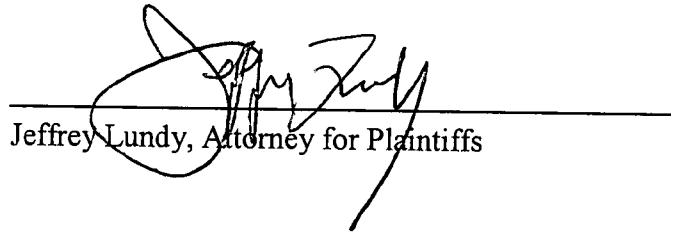
ANSWER TO NEW MATTER

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,



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 18 Pa.C.S. § 4904 relating to unsworn falsification to authorities.

9-26-01

Date

Paul M. Rogus

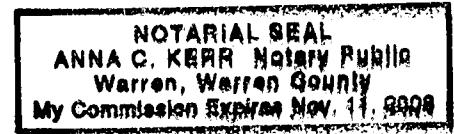
Paul M. Rogus

Sworn to and subscribed before me this

26th day of September, 2001.

Anna C. Kerr

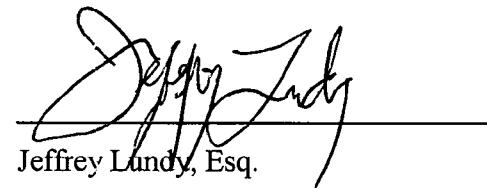
Notary Public



CERTIFICATE OF SERVICE

I, Jeffrey Lundy, hereby certify that on the 28th 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: Praecipe to Reinstate
JIM WARNER, a/k/a HAROLD J. WARNER,) Filed on behalf of: PLAINTIFFS
t/d/b/a WARNER'S TIMBER SERVICE,)
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
)
)

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,) Case No.: 01-1390 C.D.
t/d/b/a WARNER'S TIMBER SERVICE,)
KEITH A. CONRAD, DUBOIS FOREST)
PRODUCTS, INC.,)
)
Defendant)
)
)
)
)

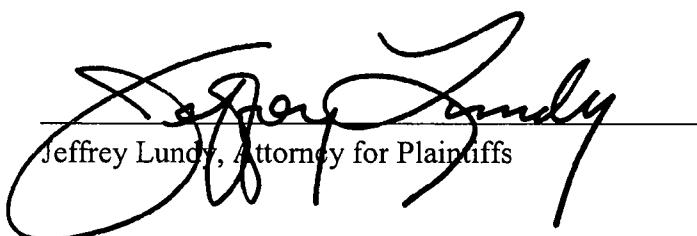
PRAECIPE TO REINSTATE

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

FILED

Ex-2

OCT 15 2001
CITY OF LUNDY PD #141
William A. Shaw
Prothonotary (2) Camp Leno. to Shaw

10-15-01 Document
Reinstated/Reissued to Sheriff/Attorney
for service. *William A. Shaw*
Prothonotary

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
01/05/01
DEC 12 2001

William A. Shaw
Prothonotary

Sworn to Before Me This

12th Day Of December 2001
William Shaw

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

So Answers,

Chester A. Hawkins
by Marky Farn

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

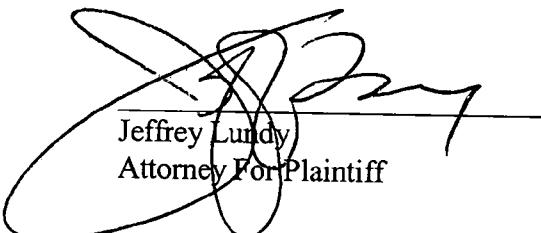
TO THE PROTHONOTARY OF CLEARFIELD COUNTY, PENNSYLVANIA:

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

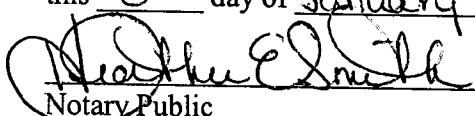
IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION - LAW

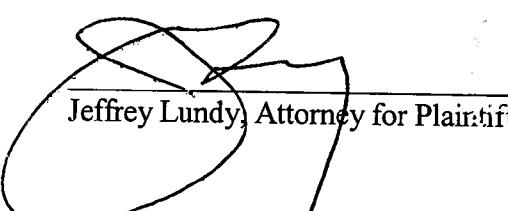
PAUL M. ROGUS, DENNIS T. ROGUS, and :
PETER A. PESSUELLO, :
Plaintiff :
: :
v. : No. 01- 1390 C.D.
: :
JIM WARNER, a/k/a HAROLD J. WARNER, :
t/d/b/a WARNER'S TIMBER SERVICE, KEITH :
A. CONRAD, DUBOIS FOREST PRODUCTS, :
Defendants :
:

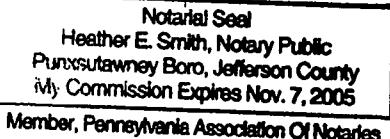
CERTIFICATION

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 Praeclipe for the Entry of a Default Judgment was mailed by first class mail to DuBois Forest Products and Keith A. Conrad, defendants on the 21st, day of December, 2001.

Sworn to and subscribed to before me
this 8th day of JANUARY, 2002.


Heather E. Smith
Notary Public


Jeffrey Lundy, Attorney for Plaintiff



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 2nd 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

DEC 21 2000
PUNXSUTAWNEY PA

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.

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:
Keith A. Conrad
370 Treasure Lake
DUBOIS, PA 15767

DEC 21 2000
PUNXSUTAWNEY PA

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.

FILED

3 cc Atty Lundy

JAN 17 2002 Atty pd.
M 12:10 AM
20.00

William A. Shaw Notice to Kevyn Conrad
Prothonotary
Dubois Forest Prod.

Statement to Atty C

Atty C

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

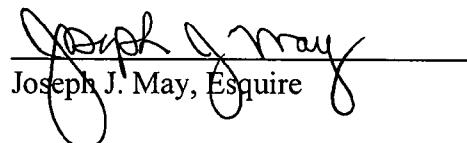
Received on _____, _____, of defendant full satisfaction of this Judgment, Debt,
Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

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

5/11/02 nocc
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,)
Plaintiff,) Type of Case: CIVIL
vs.)
) Type of Pleading: MOTION FOR
) 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
) PA I.D. 25823
KEITH A. CONRAD, and DUBOIS FOREST) LUKEHART & LUNDY
PRODUCTS,) 219 East Union Street
) PO Box 74
) Punxsutawney, PA 15767
) (814) 938-8110
Defendant)

FILED

SEP 09 2002

01350122 cath lundy
William A. Shaw
Prothonotary

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)

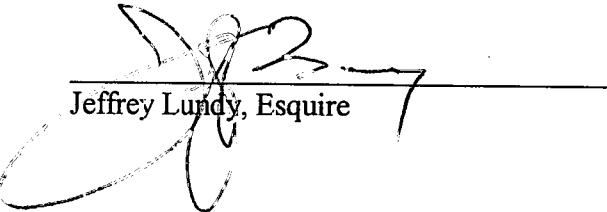
MOTION FOR SUMMARY JUDGMENT

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.

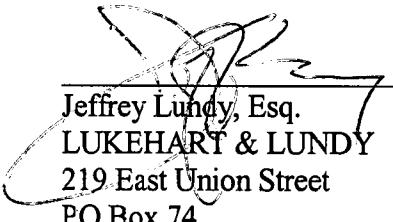


Jeffrey Lundy, Esquire

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) Praecipe to Reinstate, Reinstated 2 Complaints and issued to Sheriff 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: Praecipe 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>upstair</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. :

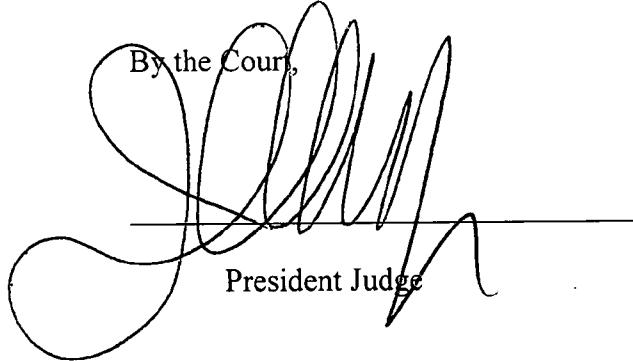
WARNER, t/d/b/a WARNER'S TIMBER :

SERVICE, KEITH A. CONRAD, and :

DUBOIS FOREST PRODUCTS :

ORDER

NOW, this 28th 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 Atty Lundy
1cc Atty Berlin
01307-84
OCT 28 2002 1cc Kaitk Conrad
370 Treasure Lake

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

628

628

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.

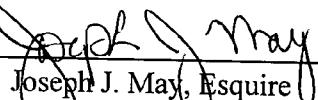
NOTICE TO CLAIMANT OR WITNESS

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

*No
cc*

*M/J:mo-Bd
NOV 12 2002*

*ED
JAS*

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 17th 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

1cc Attn: Lundy

1cc Attn: S. Berlin

0130 26-84
APR 21 2003

1cc Keish A. Conrad

and

370 Treasure Lake
DuBois, PA 15801

William A. Shaw 1 cc DuBois Forest Products, Inc
Prothonotary

(separate envelopes)

WAS

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: **STIPULATION AND**
JIM WARNER, a/k/a HAROLD J. WARNER,) **ENTRY OF JUDGMENT**
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 27 2003 pd 2003
Sgt to Atty. Boc & Atty.
NOV 20 2003*

William A. Shaw
Prothonotary

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

STIPULATION AND ENTRY OF JUDGMENT

To effectuate a resolution of the above caption matters the parties hereby agree to settle claims as follows:

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, 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. *After 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

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

Paul M. Rogus, Plaintiff

Harold J. Wagner
Harold J. Wagner, Defendant

Dennis T. Rogus
Dennis T. Rogus, Plaintiff

Peter A. Passuello
Peter A. Passuello, Plaintiff

Jeffrey Lundy
Jeffrey Lundy, Attorney for Plaintiff

Joseph J. May
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

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

COPY

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

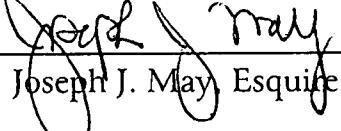
Dear Mr. Lundy:

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
LAW OFFICES OF SHAPIRA, HUTZELMAN, BERLIN AND MAY

100% perfect and reliable

LUKEHART & LUNDY

ATTORNEYS AT LAW

219 EAST UNION STREET, P.O. BOX 74
PUNXSUTAWNEY, PA 15767-0974

—
(814) 938-8110

J. KIPP LUKEHART
JEFFREY LUNDY

FAX NUMBER
(814) 938-3489

November 13, 2003

Clearfield County Prothonotary
Clearfield County Courthouse
One North 2nd 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: \$

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

Entry: \$20.00

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