

01-1653-CD
TORRELL AND BERNARDO -vs- LARUE'S, INC.
REMODELING AND CUSTOM
HOMES

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

TORRELL AND BERNARDO
REMODELING AND CUSTOM HOMES,
Plaintiff

vs.

LARUE'S, INC.,
Defendant

No. 01-1453-CJ

Type of Pleading: Complaint

Filed on behalf of: Torrell and Bernardo
Remodeling and Custom Homes, Plaintiff.

Counsel of Record for this party:

THE HOPKINS LAW FIRM

DAVID J. HOPKINS, Esquire
Attorney at Law
Supreme Court No. 42519

LEA ANN HELTZEL, Esquire
Attorney at Law
Supreme Court No. 83998

900 Beaver Drive
DuBois, Pennsylvania 15801

(814) 375-0300

FILED

OCT 04 2001

William A. Shaw
Prothonotary

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

TORRELL AND BERNARDO :
REMODELING AND CUSTOM HOMES, :
Plaintiff :
: :
vs. : No.
: :
LARUE'S, INC., :
Defendant :
:

NOTICE

TO: Defendant

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

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

Office of the Court Administrator
Clearfield County Courthouse
1 North Second Street
Clearfield, PA 16830
(814) 765-2641 (ext. 5982)

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

TORRELL AND BERNARDO :
REMODELING AND CUSTOM HOMES, :
Plaintiff :
vs. : No.
LARUE'S, INC., :
Defendant :
.

COMPLAINT

AND NOW, comes Plaintiff, Torrell and Bernardo Remodeling and Custom Homes, by and through its attorneys, The Hopkins Law Firm, and avers the following:

1. The Plaintiff is Torrell and Bernardo Remodeling and Custom Homes, a general partnership, maintaining a principal business address of 130 McCracken Run Road, DuBois, Pennsylvania 15801.
2. The Defendant is LaRue's, Inc., a Pennsylvania corporation, who maintains a principal business address at R.D. #4, Box 465, DuBois, Pennsylvania 15801.
3. Plaintiff and Defendant entered into a contract for Plaintiff to build a building for Defendant. The contract was amended several time. A photocopy of the contract and each amendment is attached hereto as Exhibit "A" and incorporated as if set forth at length.
4. As a result of the work completed by Plaintiff, at the request of Defendant, Defendant owes Plaintiff \$17,621.26 for the items set forth on Exhibit "B".

5. Plaintiff has made demand upon Defendant who has refused to tender payment.

6. The actions of the Defendant constitute breach of contract for which Plaintiff has suffered damages of \$17,621.26. The contract authorizes the payment of attorney's fees in the event Plaintiff was forced to pursue court action to collect monies due.

WHEREFORE, Plaintiff demands judgment against Defendant in the amount of \$17,621.26 together with cost of suit, attorney's fees, pre judgment interest, post judgment interest and such other and further relief as the Court deems fair, just and equitable.

COUNT II – QUANTUM MERUIT

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

10. Plaintiff provided construction services to Defendant.

11. Defendant has received the benefits of Plaintiff's work, the fair market value of which is \$17,621.26. Defendant has failed to pay Plaintiff and Plaintiff is entitled to recovery under the Quantum Meruit theory.

WHEREFORE, Plaintiff demands judgment in its favor and against Defendant in the amount of \$17,621.26, together with interest, cost of suit, attorney's fees and such other and further relief as the Court deems fair and equitable.

COUNT III – UNJUST ENRICHMENT

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

13. Defendant has received the benefit of Plaintiff's services.

14. Defendant has failed to pay for said services and Plaintiff is entitled to recover under the theory of unjust enrichment.

WHEREFORE, Plaintiff demands judgment in its favor and against Defendant in the amount of \$17,621.26 together with interest, costs of suit, attorney's fees and such other and further relief as the Court deems fair and equitable.

Respectfully submitted,



David J. Hopkins, Esquire
Attorney for Plaintiff

VERIFICATION

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

Torrell and Bernardo Remodeling
and Custom Homes

BY: Ruth J. Bernardo

EXHIBIT A

206

JURRELL AND BERNARDO
REMODELING AND CUSTOM HOMES
130 MCCRACKEN RUN ROAD
DUBOIS, PA 15801
(814) 375-9559
FAX (814) 375-9450

Date Sept. 14,2000

Name of Buyer LaRue's Inc.

Address R. D. #4, Box 465

City DuBois County Clearfield State PA Zip 15801

IN ACCORDANCE WITH SPECIFICATIONS GIVEN BELOW:

THIS BUILDING WAS PRICED OUT BY ATTACHED PLANS AND SPECIFICATION SHEET.
DRAW SCHEDULE AND ALLOWANCE SHEET.

One year guarantee on all labor and material except as otherwise set forth in this agreement. One year
commences when final payment is made on original contract or buyer takes possession, whichever comes
first. One year guarantee is not assignable or transferable.

This price includes Labor and Material: \$ 173,758.00

Contract Documents: The contract documents consist of this contract, the plans and specifications, all addenda issued prior to the execution of this contract, all modifications of the contract documents issued or otherwise approved by Buyer and Seller. These forms, the contract and what is required by any one shall be as binding as if required by all.

Changes in Work: a. Buyer without invalidating the contract may order changes in the work consisting of additions, deletions, or modifications, the Contract Price and the contract time being adjusted accordingly. All such Changes in Work consisting of additions, deletions, or modifications, the Contract Price and the contract time being adjusted accordingly. All such Changes in Work shall be authorized by written change order signed by Buyer or Seller as Buyer's duly authorized agent.

b. The Contract Price and the Contract time may be changed only by change order or by changes in subcontractors agreed to by Seller and Buyer. All changes of work shall include a reasonable allowance for Seller's fee, including overhead and profit.

c. The cost or credit to Buyer from a Change in Work shall be determined by mutual agreement.

If Buyer shall fail to make payments in accordance with the provisions of this contract, Seller may after thirty (30) days' notice in writing to Buyer, consider said agreement terminated and the entire unpaid balance of the Contract Price of this agreement shall immediately become due and payable, and Buyer hereby authorizes and empowers any attorney of any court of record, without notice to the Buyer, to appear for the Buyer and as often as the Seller deem it necessary, to confess judgment or judgements against the Buyer and in favor of the Seller for any and all such sum or sums of money due and payable, with costs of suit, and with an attorney's commission of ten percent (10%) of the amount due for collection thereof, and inquisition and extension upon any levy on any real

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estate is hereby waived and the condemnation thereof is hereby agreed to; and the exemption of personal property from levy and sale on any execution is also hereby waived. The above provisions shall, however, not be a bar to any other remedy which the Seller may have for the enforcement of payments which may become due to the Seller hereunder. The above provisions shall also be construed only for the purpose of reimbursing Seller for any damage they may actually and necessarily sustain and shall not be deemed or considered to be in the nature of a penalty for default.

Cash Price: \$ _____

Deposit: \$ _____

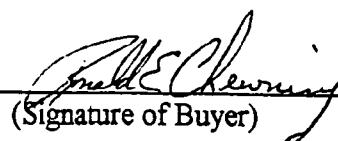
Payment on Completion: \$ _____

Or balance to be financed pursuant to a Home Improvement Installment & Custom Home contract to be entered into between Seller and Buyer prior to completion of the work. No work shall be done except as specified above and NO VERBAL AGREEMENTS WILL BE RECOGNIZED. The undersigned intend to be legally bound hereby.

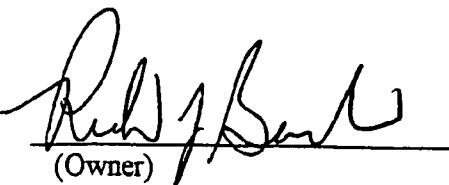
"YOU THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE 3RD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT."

Torrell & Bernardo
Remodeling & Custom Homes

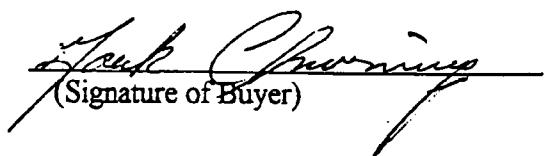
(Name of Contractor)



(Signature of Buyer)



(Owner)



(Signature of Buyer)

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REMODELING AND CUSTOM HOMES
130 MCCRACKEN RUN ROAD
DUBOIS, PA 15801
(814) 375-9559
FAX (814) 375-9450

Date Sept. 14, 2000

Name of Buyer LaRue's Inc.

Address R. D. #4, Box 465

City DuBois County Clearfield State PA Zip 15801

PAYMENTS TO BE MADE IN ACCORDANCE WITH SCHEDULE SET OUT
BELOW:

1st Draw - Deposit:	\$ 35,000.00 - <i>rec'd 9-26-00</i>
2nd Draw - When building is shelled-up & under roof:	\$ 70,000.00 <i>rec'd 11-2-00</i>
3rd Draw - When building is rough wired, rough plumbed, walls insulated & drywall hung:	\$ 40,000.00 - <i>rec'd 3-2000 - 12-2-00</i>
4th Draw - When siding, soffit and fascia on:	\$ 24,000.00 - <i>rec'd 11-29-00</i>
5th Draw - Completion of building or buyer takes possession, whichever comes first:	\$ 4,758.00

TOTAL CONTRACT: \$173,758.00

* All amounts due on extra's will be collected at each draw.

** Draws can be alternated based on completion of work.

Cash Price _____

Deposit _____

Payment on Completion _____

Or balance to be financed pursuant to a Home Improvement Installment and Custom Home Contract to be entered into between Seller and Buyer prior to completion of the work. No work shall be done except as specified above and NO VERBAL AGREEMENTS WILL BE RECOGNIZED. The undersigned intend to be legally bound hereby.

"YOU THE BUYER, MAY CANCEL TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE 3RD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

Torrell and Bernardo
Remodeling and Custom Homes
(name of Seller)

Torrell & Bernardo

(approved by - title)

Frank P. Schenning

(signature of buyer)

Frank P. Schenning

(signature of buyer)

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REMODELING AND CUSTOM HOMES
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DUBOIS, PA 15801
(814) 375-9559
FAX (814) 375-9450

Date Sept. 14, 2000

Name of Buyer LaRue's Inc. Phone 583-5560

Address R. D. #4, Box 465

City DuBois County Clearfield State PA Zip 15801

IN ACCORDANCE WITH SPECIFICATIONS GIVEN BELOW:

After 5th Draw, final determination of excess over allowance amounts will be determined within 60 days. Excess amount due on allowance sheet will be due by buyer to contractor or refund will be made to buyer by contractor within 15 days of said final determination. Any amounts not paid within 15 days will be subject to an interest charge of 6% on the unpaid balance.

If buyer moves any personal items into house before occupied, they will take full responsibility.

TORRELL & BERNARDO
REMODELING & CUSTOM HOMES

John Bern
(name of seller)

Paula Channing
(signature of buyer)

Patown
(approved by - title)

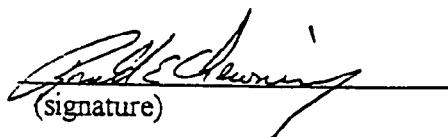
Paul Channing 9.26.00
(signature of buyer)

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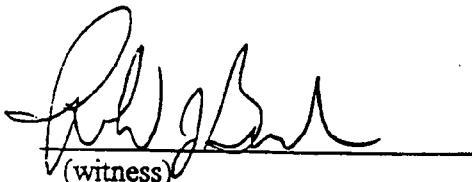
ALLOWANCE SHEET

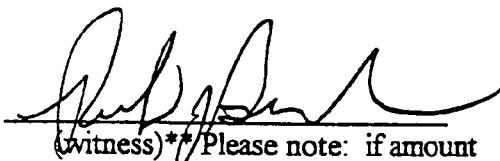
This house was priced out by the following allowances. If buyer goes over the set allowance, buyer will owe the additional cost. If buyer stays under the allowance, buyer will be reimbursed the difference.

	<u>Allowance</u>	<u>Actual Cost</u>
Lights.....	\$ 1,000.00	
**Flooring, including underlayment		
labor and material.....	\$ 8,000.00	
One-piece tub/shower combination.....	\$ 285.00	
Vanity, top, and hardware - upstairs.....	\$ 350.00 ttl.	
Commode w/seat. - upstairs.....	\$ 150.00	
Medicine chest and/or mirror -upstairs....	\$ 220.00	
Faucet. - upstairs.....	\$ 160.00	
Excavation (labor and material).....	\$15,000.00 ttl.	
Shelving.....	\$ 800.00	
Sandmound - L & M.....	\$ 15,000.00 ttl.	


(signature)


(signature)


(witness)


(witness)** Please note: if amount

of this item exceeds the given allowance, before it can be ordered the amount that's over the allowance must be paid to the supplier that it is purchased from.

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REMODELING AND CUSTOM HOMES
130 MCCRACKEN RUN ROAD
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(814) 375-9559
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LaRue's Inc.
R. D. #4, Box 465
DuBois, PA 15801

-SPECIFICATION SHEET-

1. Excavation: cut in driveway, cover with approximately 2" of gravel. Dig out foundation and grade approximately 18' on left and right side of building for deck and emergency exit. Take dirt out of foundation and compact for lower parking. Cover with approximately 2" of gravel. Dig waterline into building. Rock clause: If excavator comes in contact with hard rock when digging foundation and/or utility lines, buyer may:

a. raise elevation of building and/or utility lines

or,

b. pay additional cost for jack-hammering rock

Please note: After final grade is complete, buyer responsible for keeping positive drainage away from building. All excavation mentioned above, will have price allowance of labor and material.

2. Approximately 8" depth x 18" wide cement footers on patio and 12" x 24" with double rebar on main building.

3. On rear of building and 6' up on each side will be 14 courses of 12" block, rod and poured.

4. Front of building and 34' back on both sides will have 4 courses of 10" block for frost footer.

5. Building foundation walls will be parged and tared for waterproofing.

6. Gravel covering top of French drain pipe around house.

7. Main building and patio cement floors will be poured approximately 4" thick with floor drain in kitchen and bathrooms. Approximately 2" of gravel will be underneath cement floors. Please be advised, cement may crack due to shrinkage and settling. If cement does crack, contractor not responsible for repairing or replacing.

8. Loft area will have TJI's or open-joist covered with 3/4" oriented strand board glued and nailed for floor.

9. 2 x 6 exterior walls 16" on center 9' high except where open area is as marked in yellow on print. This area will be 12'. Second floor will be 2 x 6 -16" on center 8' high.

10. On lower level on the front and side and on upper level siding will be contractor's standard Certainteed vinyl 7/16" wafferboard on studs. Buyer's choice of standard stocked colors.

11. 5/12 roof system with flat bottom cord truss on main building, except where open area is as marked in yellow on print will be scissor truss and 4/12 truss roof system with flat bottom cord on patio, covered with 5/8" OSB, 15 lb. felt, aluminum drip edge, and 3-tab 25-year fiberglass shingles. 24" overhangs on front and rear and 12" on gables.

12. Vented ridge for proper attic ventilation.

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13. Aluminum fascia and vinyl soffit in standard colors of white, brown or almond.
14. Seamless aluminum gutter and downspouts in standard colors of white, brown or almond. Contractor will run downspout on left side approximately 12' from building into 4" plastic pipe. On right side of building, downspout will be ran approximately 5' from building into 4" plastic pipe. Gutters will be spike and ferrule.
15. Anderson or Kolbe and Kolbe windows, with screens, as shown on print. Grilles not included.
16. Contractor's standard steel insulated exterior doors with panic hardware. Doors will be treated with two coats of latex paint of same color. If multi-colors used, there will be an additional charge. If staining is desired on fiberglass doors, there will be an hourly charge.
17. Electric will be done by PA state code. 400 amp 3 phase wiring and circuit breakers. Switches and receptacles will be standard ivory or brown. Contractor will supply lights as follows: exhaust fan and light for each bathroom, three contractor's standard wall pack units for exterior lighting and three outside receptacles. Remaining lights buyer will choose with a lighting allowance.
18. 12" of insulation in ceilings and 6" for all exterior building walls. Insulation will be stapled on inside face of stud for proper ventilation.
19. 1/2" drywall screwed on walls and ceilings. Contractor's standard textures on ceilings and walls, with drywall compound. Kitchen will have 5/8's fireproof drywall. On downstairs front and two side walls will have double drywall, with sound channel.
20. Standard plumbing and installation of all hard L copper water supply. One-piece tub/shower combination, with price allowance. 40 gallon gas hot water tank or 50 gallon electric hot water tank. Two outside hose bibs installed.
21. Vanity, commode, and medicine chest in upstairs bathroom with price allowance. Downstairs bathrooms will be contractor's standard handicapped commodes, sinks, urinals and faucets with contractor's standard mirrors.
22. Contractor will run plumbing to bar and buyer will supply bar and sink.
23. Buyer's choice of faucets, in upstairs bathroom. All faucets will have price allowance. If buyer chooses off-brand faucets, contractor not responsible for any repairs or replacing of defective faucets.
24. All trim will be ranch or colonial oak. Doors will be contractor's standard raised-panel masonite, except closet doors will be raised-panel masonite bi-folds, as shown on print. All doors will have one coat primer and one coat paint. Trim will have one coat stain and two coats varnish.
Please note: If buyer chooses masonite doors, contractor will paint doors but will not stain doors. If stain is desired, buyer responsible for staining labor.
25. Buyer's choice of shelving with price allowance of labor and material.
26. Upstairs bathroom includes one shower rod, one towel bar and one paper holder. All items are contractor's standard chrome. Downstairs bathroom will have contractor's standard paper holder and handicapped grab bars.

**TORRELL AND BERNARDO
REMODELING AND CUSTOM HOMES
130 MCCRACKEN RUN ROAD
DUBOIS, PA 15801
(814) 375-9559
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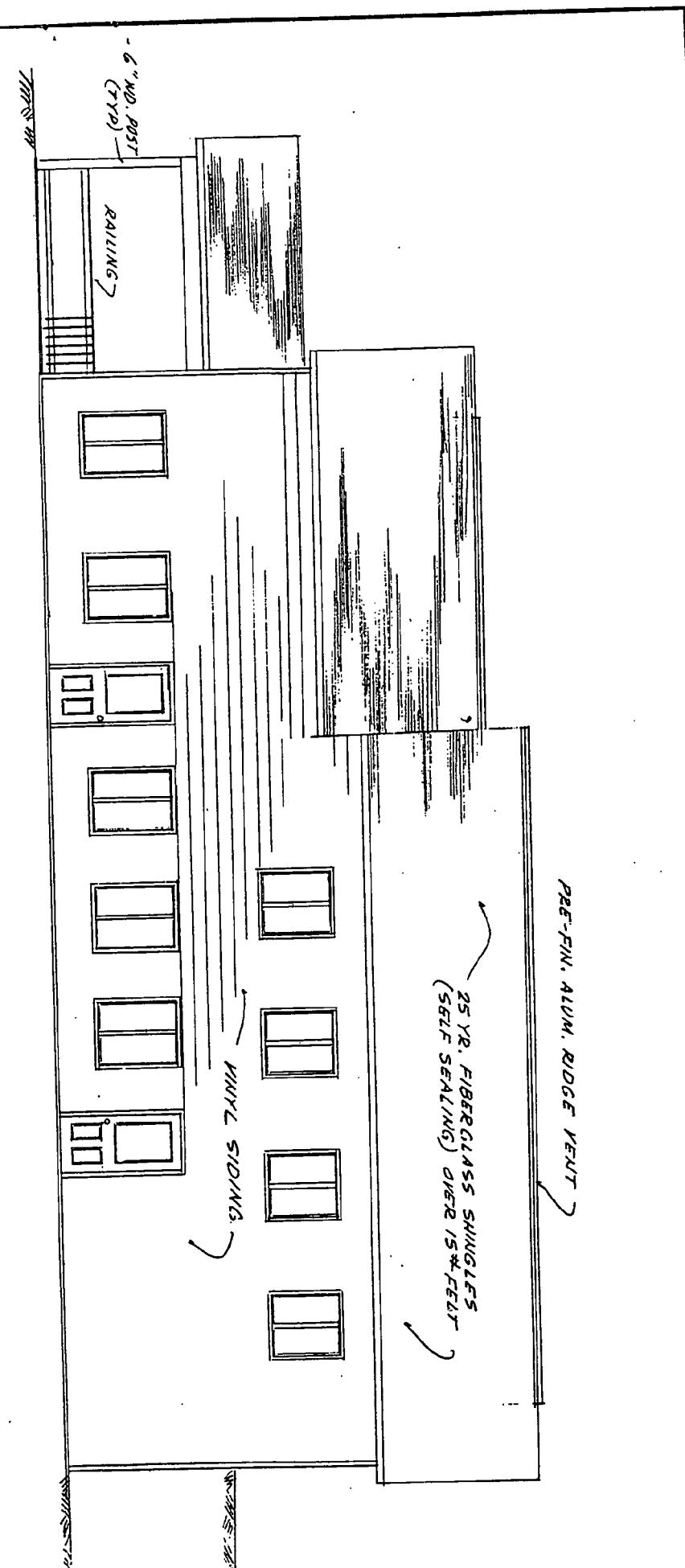
27. Buyer's choice of floor covering, including underlayment with price allowance of labor and material.
28. Contractor's standard gas forced-air heat with air conditioning. Buyer responsible for to building.
29. Contractor's standard latex egg-shell finish of one coat primer and one coat paint of same color.
30. Interior walls 2 x 4 - 16" on center.
31. All framing lumber will be contractor's standard construction grade #2 or better SPF. Lumber mentioned above could be substituted due to supply and demand. Lumber will be replaced with lumber of equal quality or better grade.
32. Once special ordered item is ordered, buyer is obligated for the cost of this item. If buyer chooses to return the item, pending suppliers approval, buyer will be responsible for any handling charges incurred.
33. Buyer responsible from start of construction to carry their own fire and liability insurance. Contractor not responsible for anything done by act of God.
34. Buyer's choice of locations for three phone jacks. Contractor will run wire to outside of building and telephone company will complete installation.
35. Three cable outlets. Buyer's choice of locations.
36. Contractor will run 4" french drain pipe inside footer and vented through roof for radon. Buyer will be responsible for any radon test. If test shows high levels of radon, buyer responsible for any labor and material needed to correct matter.
37. Installation of appliances not included in price of this contract. However, if you wish Torrell and Bernardo to install your appliances there will be an hourly rate of \$25.00 per hour, plus any parts. Torrell and Bernardo will not take responsibility for any damage to appliances.
38. If there is to be any type of special shelving or bookcases to be built, there will be an additional charge of labor and material.
39. Buyer's choice of electric or gas hook-up for range and dryer.
40. Contractor's standard interior oak railing on steps and loft area. Railing will be made out of 2 x 4 top and bottom rail and 2 x 2 oak pickets with one coat stain and two coats varnish.
41. Contractor's standard emergency and exit lighting.
42. Downstairs bathrooms will have contractor's standard metal petitions with buyers choice of stock colors.
43. Covered patio will have four 4" treated turn-posts with contractor's standard treated picket railing. Buyer responsible for staining or sealing of posts and railing. Contractor advises before any treatment is done, buyer should refer to Wolman's recommendations through local lumber yard. Please be advised, treated wood may split, twist, cup and bow. If this takes place, contractor will not be responsible for repairing or replacing.

**TORRELL AND BERNARDO
REMODELING AND CUSTOM HOMES
130 MCCRACKEN RUN ROAD
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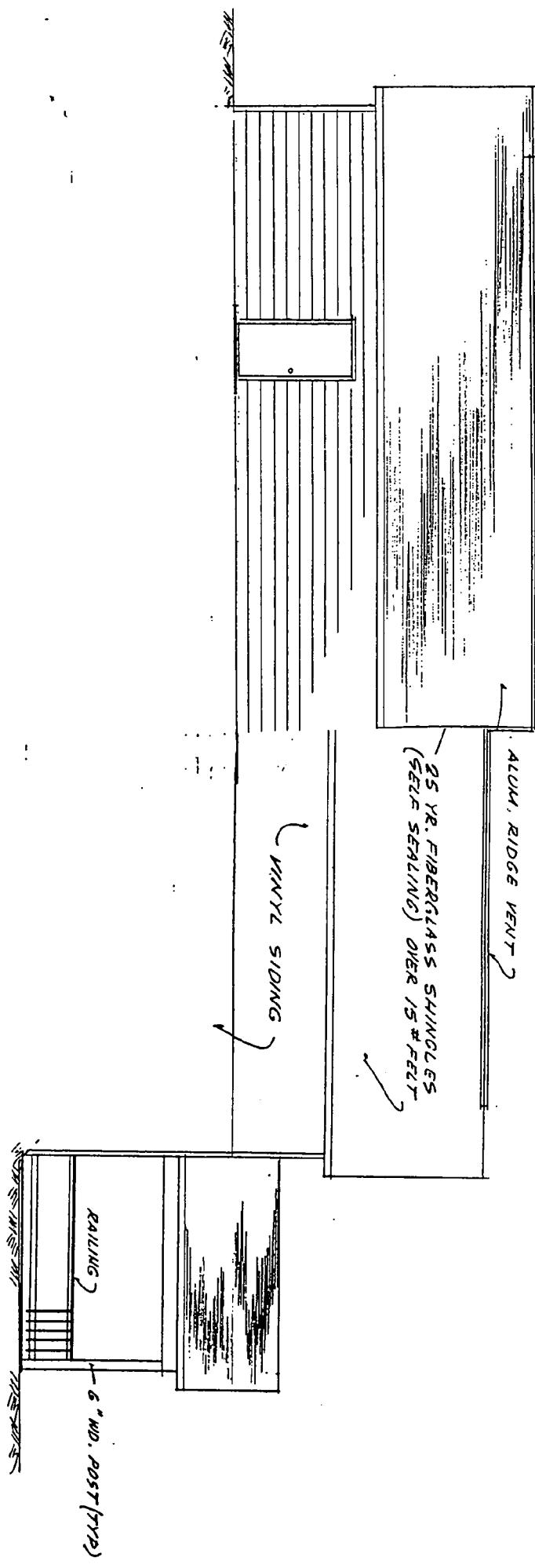
44. Upstair hallway will have one 3 x 3 area cut out in wall to overlook bar area and filled in with 2 x 2 oak pickets to match railing in loft with one coat varnish and two coats stain.
45. Off of upstairs office will be contractor's standard treated ramp to ground level with contractor's standard treated railing. Buyer responsible for staining or sealing of ramp and railing. Contractor advises before any treatment is done to ramp or railing buyer should refer to Wolman's recommendations through local lumber yard. Please be advised, treated wood may split, twist, cup and bow. If this takes place, contractor will not be responsible for repairing or replacing.
46. One sandmound, as per diagram with price allowance of labor and material.
47. If changes are made from original floor plan, after contract signed, contractors will do their best to catch all the necessary amendments, but will not be responsible for any unforeseen problems that could arise from the changes.

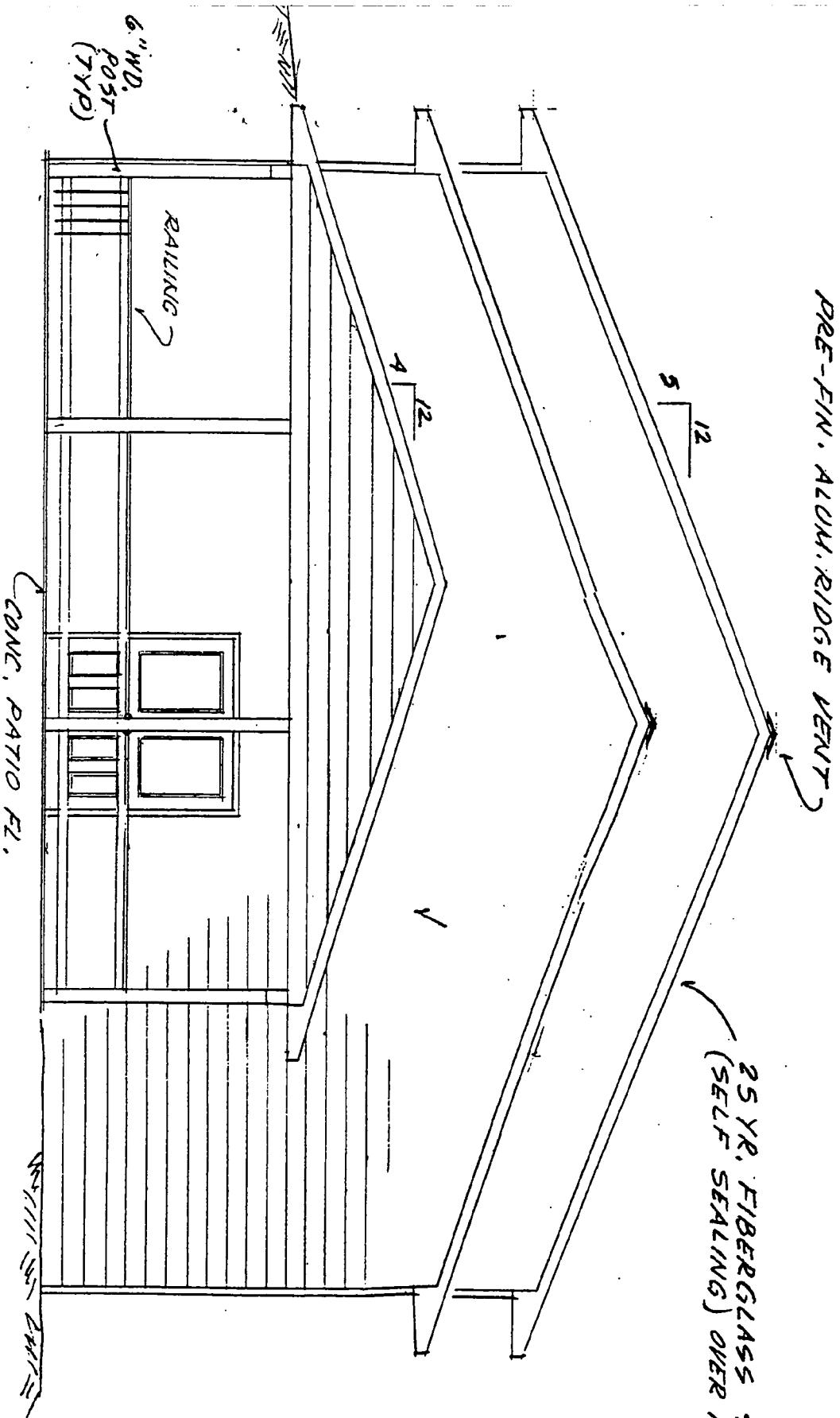
THIS PRICE INCLUDES LABOR AND MATERIAL: \$173,758.00

** Please note: The excavation, as mentioned above and sandmound is a total of \$30,000.00. This work will not exceed \$30,000.00 unless work as shown on diagram is altered, or dirt needs hauled in or out, more trees need cut down and removed, or asphalt would need cut up.



00/00/00

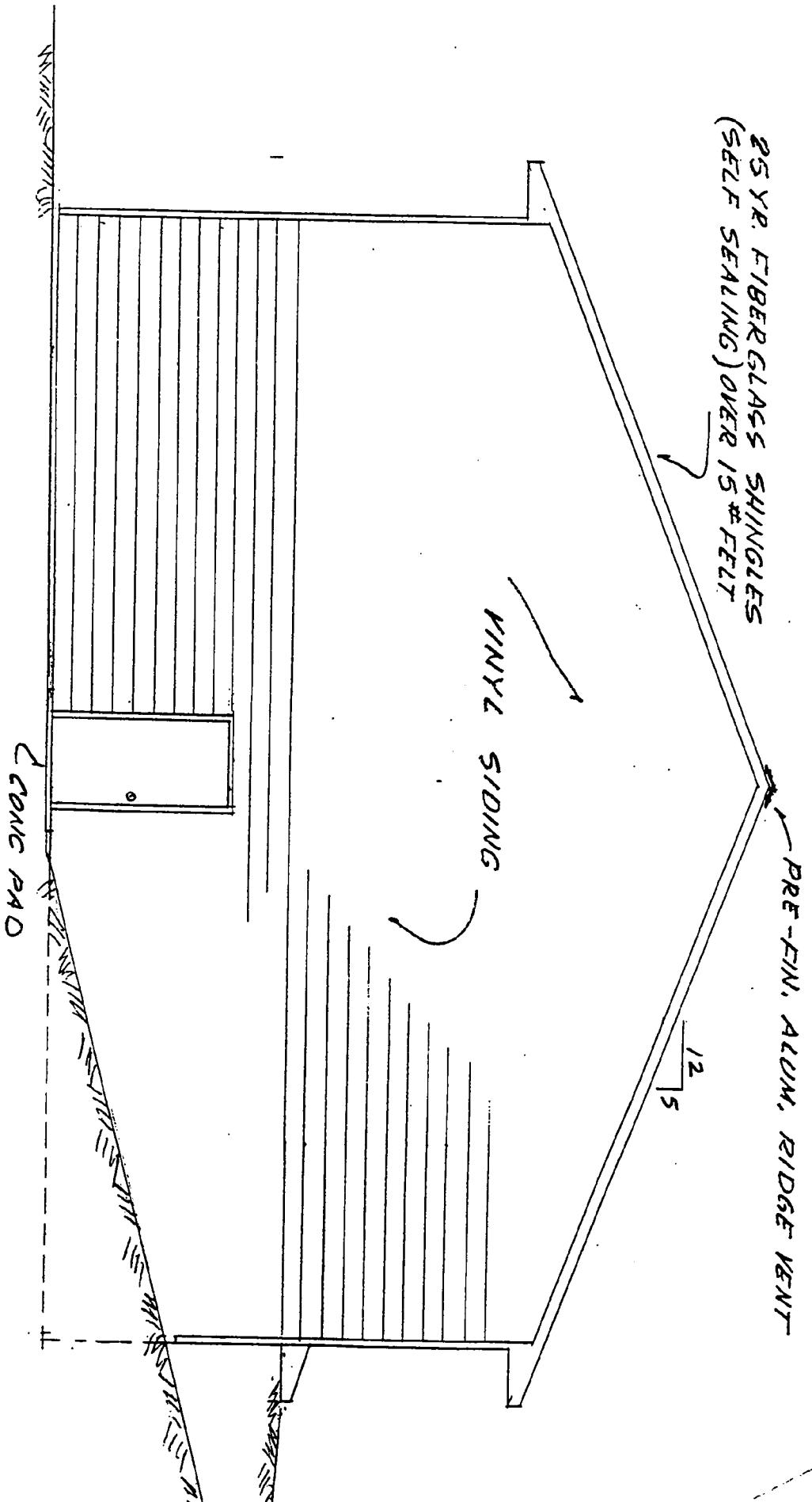




25 YR. FIBERGLASS SHINGLES
(SELF SEALING) OVER 15# FELT

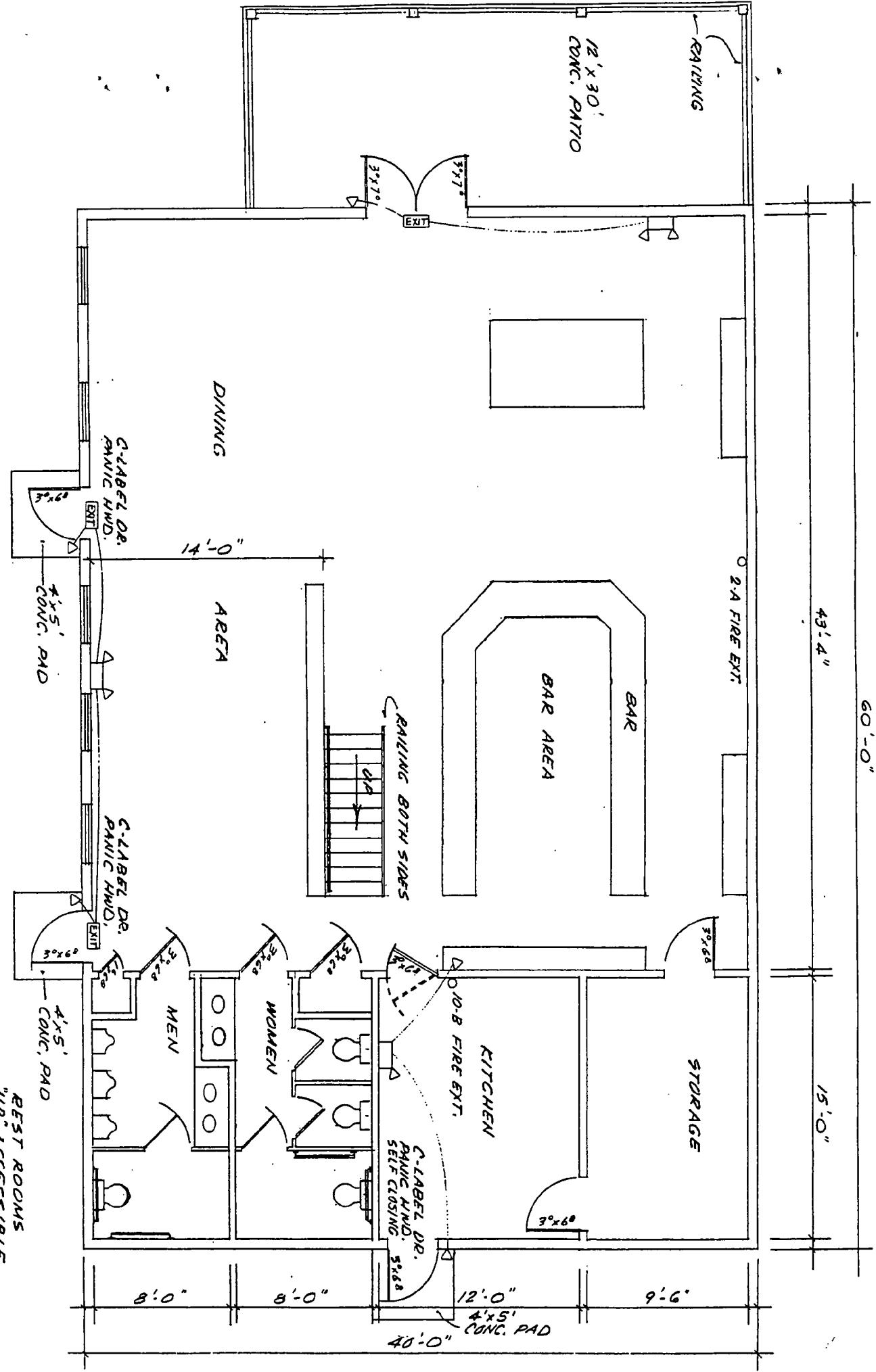
CONC. PATIO FL.

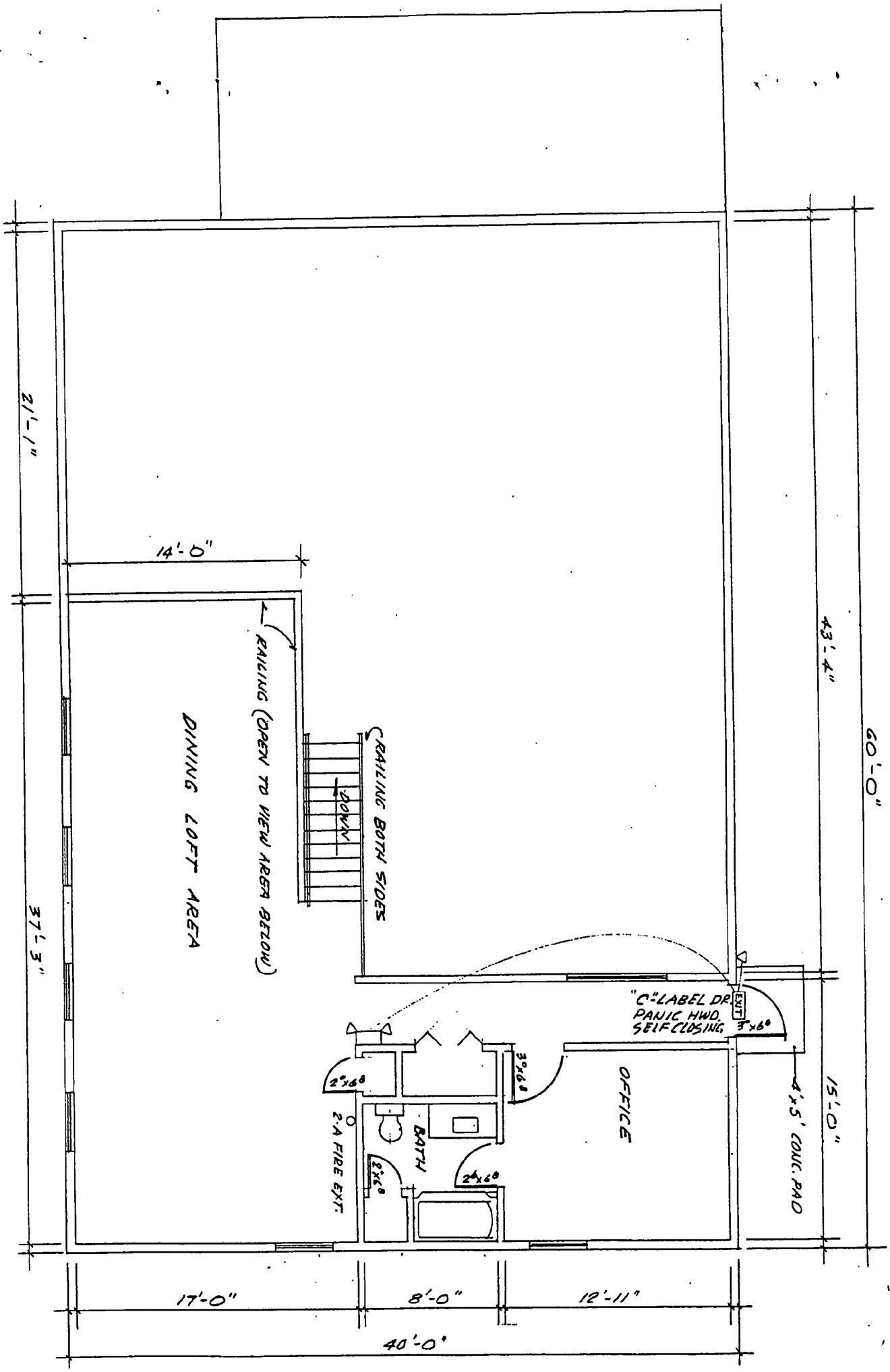
SOUTH ELEVATION
SCALE: 3/16" = 1'-0"



FIRST FLOOR PLAN

SCALE: $3/16" = 1'-0"$





Excavation:

cut bank wider at exit off of Highland St.

cut hump out of road grade road 20' wide

back fill building & final grade around building

two 12" drain pipes across road for drainage

install sand mound, as per diagram & run sewer line into building

install water line 1" copper pipe - tap to be on buyer's property

install approximately 10' of gravel from Highland Street
~~to backfilling property lot.~~

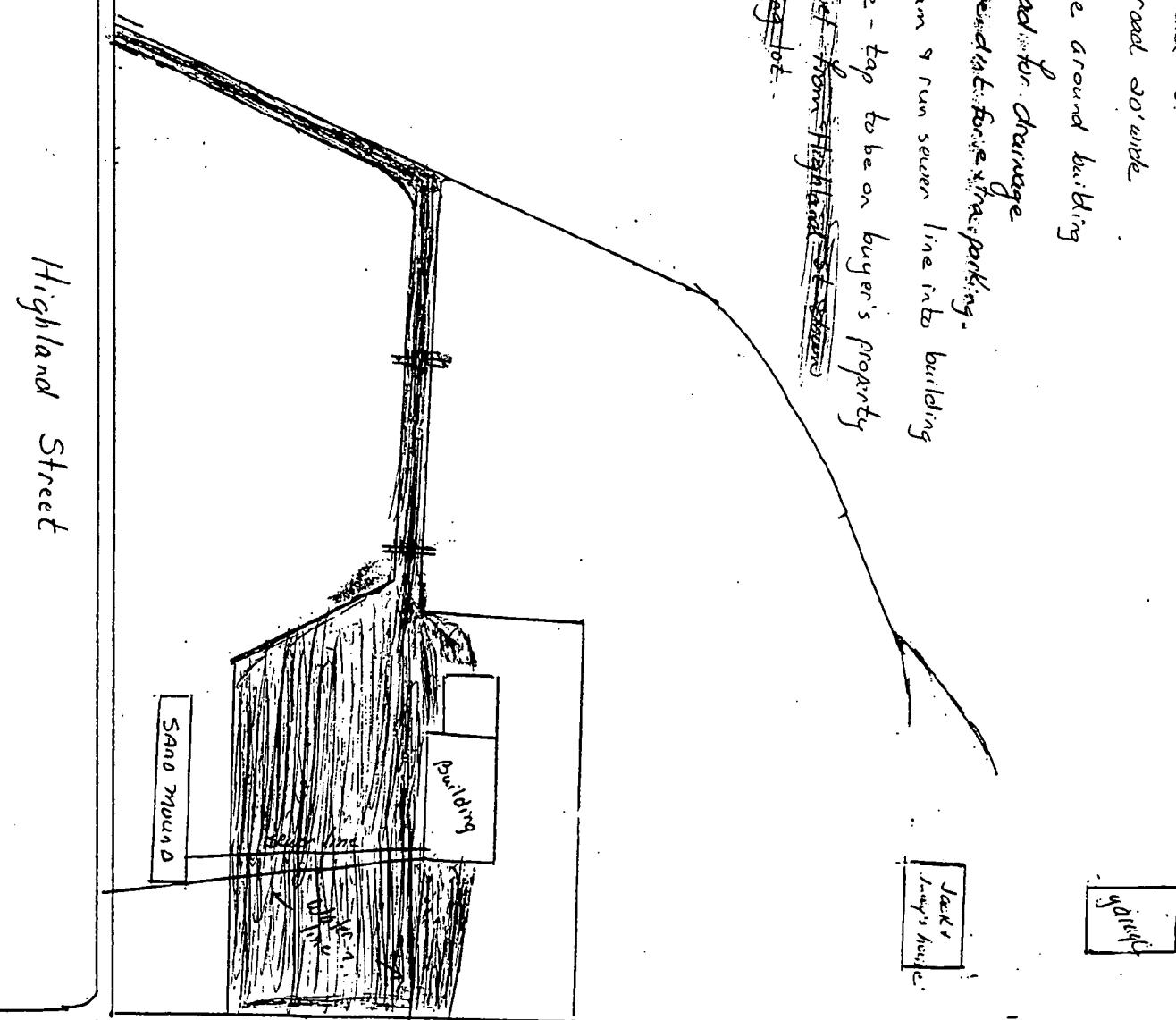


EXHIBIT B

TORRELL AND BERNARDO
REMODELING AND CUSTOM HOMES
130 MCCRACKEN RUN ROAD
DUBOIS, PA 15801
(814) 375-9559
FAX (814) 375-9450

August 20, 2001

LaRue's Inc.
R. D. #4, Box 465
DuBois, PA 15801

	<u>Allowances</u>	<u>Actual Amounts</u>
Lights.....	\$ 1000.00	\$ 1966.49
Tub/shower.....	\$ 285.00	\$ 206.70
Vanity, top, commode, seat.....	\$ 500.00	\$ 504.33
Medicine chest.....	\$ 220.00	\$ 157.94
Faucet.....	\$ 160.00	\$ 156.75
Shelving.....	\$ 800.00	\$ 643.70
Additional extra electric work.....	\$.00	\$ 190.00
(not part of the \$840 paid to electrician)		
Adhesive for FRP.....	\$.00	\$ 93.26
FRP labor.....	\$.00	\$ 480.00
Extra large casings - labor only	\$.00	\$ 110.00
Extra wide base.... labor only	\$.00	\$ 60.00
Material for wide trim.....	\$.00	\$ 168.00
" " " base....	\$.00	\$ 55.00
Re-hang kitchen door....	\$.00	\$ 65.00
Colored cement and cleaning.....	\$.00	\$ 2658.60
Flooring.....	\$ 8000.00	\$ 2213.79
Catch basin....material only	\$.00	\$ 362.52
Blocks on patio.....	\$.00	\$ 825.00
8 x 8 deck off back.....	\$.00	\$ 640.00
Plumb in extra sink in bar, small stainless sink & laundry tub in storage area, & laundry room...	\$.00	\$ 1853.00
Move petitions & doors for new closets...	\$.00	\$ 683.00
All Excavation	\$30000.00	\$32050.18
Stained doors ...	\$ 315.00	\$.00
TOTALS:	\$41280.00	\$46143.26

Difference: \$ 4863.26
Bal. of 3rd draw: \$ 8000.00
5th draw: \$ 4758.00
Total due: \$17621.26

0.00	*
476.22	+
78.44	+
6.84	+
16.38	+
1.91	+
275.80	-
130.54	+
322.81	+
101.21	+
9.13	-
95.08	+
203.91	+
11.68	+
9.13	+
614.72	+
54.00	+
81.81	+
46.74	+
1,966.49	*

Gertz Electric
RR #1, Box 3
Falls Creek, PA 16840

Phone (814) 375-0247 / Fax (814) 375-5500

Invoice No: 29929
Customer No: TORBER
Date: 01/25/2001

TORRELL & BERNARDO
130 MCCRACKEN RUN ROAD
DUBOIS, PA 15801

Phone: 375-9559

Ship Via	Terms	Purchase Order No	Employee	Sales Rep
PICKED UP	NET 30	CHEWNING	SAW	

Order/Deliver/BO	Item	Description	Unit Price	Extended
4	4	40A19IF	0.39000	1.56
5	5	40G1612C	0.77700	3.89
1	1	1T3S	13.05000	13.05
1	1	F30T12CW	3.89400	3.89
12	12	40CFC	0.46240	5.55
1	1	1T2S	13.31100	13.31
1	1	F20T12CW	2.13640	2.14
1	1	ES13	6.50000	6.50
8	8	4T4T	33.32120	266.57
32	32	F40CW	1.06250	34.00
15	15	BAFFLEBLK	2.73000	40.95
15	15	65BR30	1.61000	24.15
6	6	60A19C	0.41910	2.51
3	3	ES12	3.43000	10.29
2	2	CMC5	10.45000	20.90

Delivered

Taxable Amount	449.26
Tax 6%	26.96
Total Amount	476.22
Balance	476.22

INVOICES OVER 30 DAYS WILL BE CHARGED A 1 1/2% SERVICE CHARGE PER MONTH.

Gertz Electric
RR #1, Box 34
Falls Creek, PA 15840

Phone (814) 375-0247 Fax (814) 375-5500

Invoice No: 29877
Customer No: TORBER
Date: 01/23/2001

TORRELL & BERNARDO
130 MCCRACKEN RUN ROAD
DUBOIS, PA 15801

Phone: 375-9559

Ship Via	Terms	Purchase Order No	Employee	Sales Rep
PICKED UP	NET 30	CHEWNING	KS B	

Order/Deliver/80	Item	Description	Unit Price	Extended
6	6	60A19C	LAMP INC 60W CLEAR	0.41910 2.51
2	2	100A19IF	LAMP INC 100W IF	0.29900 0.60
10	10	BAFFLEBLK	LIGHT TRIM BAFFLE BLACK R	2.73000 27.30
10	10	65B830	LAMP FLOOD 65W INDOOR	1.61000 16.10
1	1	2T40	LIGHT FL WRAP-A-ROUND 2 T	24.25500 24.26
2	2	F40C	LAMP FL T12 34W CW	1.27500 2.55
2	2	60A19IF	LAMP INC 60W IF	0.33800 0.68

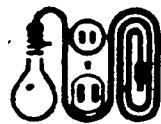
Send receipt
w/ statement

Taxable Amount	74.00
Tax, 6%	4.44
Total Amount	78.44

Balance	78.44
Balance	78.44

INVOICES OVER 30 DAYS WILL BE CHARGED A 1/2% SERVICE CHARGE PER MONTH.

Wayne M. Kell



TRI-COUNTY ELECTRIC, INC.

Minimum Charge \$5.00

990 BEAVER DRIVE
P.O. BOX 1013
DUBOIS, PA 15801

PHONE (814) 371-6440
FAX (814) 371-1423

81801

LIGHT FIXTURES
Progress

LAMPS
Philips

WIRING DEVICES
Eagle and Challenger

Torrell & Research

TERMS - 30 Days Net

SOLD
TO

SHIP
TO ~~Debois~~

J&B

DATE

2/9/01

ITEM	MANUFACTURER	QUANTITY	COLOR	DESCRIPTION	AMOUNT
-		1		SP DINNER	5.95
-		2		4x4 COVERS	.50
					<u>6.45</u>
					<u>-.39</u>
					<u>6.84</u>
					TOTAL

Ken Lain

ORIGINAL

10% Handling Charge On All Returns Unless Authorized

Gertz Electric
RR #1, Box 3
Falls Creek, PA 15840

Phone (814) 375-0247 / Fax (814) 375-5500

Invoice No: 30064
Customer No: TORBER
Date: 02/02/2001

TORRELL & BERNARDO
130 MCCRACKEN RUN ROAD
DUBOIS, PA 15801

Phone: 375-9559

Ship Via	Terms	Purchase Order No	Employee	Sales Rep
PICKED UP	NET 30	REBURNING	SAW J.W.	

Order/Deliver/BO	Item	Description	Unit Price	Extended
/ 1	1	1T2S	LIGHT FL STRIP 1T 2 FT	13.31100 13.31
/ 1	1	F20T12CW	LAMP FL T12 20W CW	2.13640 2.14

Bring Back and
Give Slip to
Kevin

DELIVERED

Taxable Amount	15.45
Tax 6%	0.93
Total Amount	16.38
Balance	16.38

INVOICES OVER 30 DAYS WILL BE CHARGED A 1 1/2% SERVICE CHARGE PER MONTH.

Minimum Charge \$5.00



TRI-COUNTY ELECTRIC, INC.

990 BEAVER DRIVE
P.O. BOX 1013
DUBOIS, PA 15801

**PHONE (814) 371-6440
FAX (814) 371-1423**

81843

LIGHT FIXTURES

Progress

LAMPS
Philips

WIRING DEVICES

Eagle and Challenger

TERMS - 30 Days Net

SOLD
TO

SHIP
TO

DATE

3/3/2001

10% Handling Charge On All Returns Unless Authorized

INVOICE



LOWE'S HOME CENTERS, INC.

DUF 1010

100 COMMONS DRIVE

ALBBOIS

PA 15801

Please check the merchandise you are purchasing to insure all items are received as Lowe's cannot be responsible for shortages after you leave Lowe's warehouse. Your signature acknowledges Lowe's delivery and your receipt the date set forth below of all items of merchandise, except those items noted as being for later delivery (e.g., LD = Lowe's delivery; PL = Pick up later; SOS = Special Order Sale; or WH = Warehouse or back of store pickup). Your not signing acknowledgement of receipt, however, does not mean that such merchandise was not delivered. All claims and return of merchandise MUST be accompanied by this invoice and made within 30 days of delivery for credit or refund. This document may also evidence a return of merchandise described below if "Return" is printed with reference to an item. In such instance you will be given credit or cash as described and your signature represents you acknowledgement of the accuracy of the terms and conditions of the return. SEE REVERSE SIDE FOR (1) PAYMENT TERMS AND CONDITIONS FOR CERTAIN PURCHASES AND (2) WARRANTY INFORMATION AND AGREEMENTS. DO NOT SIGN THIS INVOICE UNTIL COMPLETE AND YOU HAVE RECEIVED AND ACCEPTED THE MERCHANDISE CURRENTLY BEING DELIVERED TO YOU AND YOU HAVE READ THE REVERSE SIDE. YOUR SIGNATURE CONSTITUTES YOUR AGREEMENT WITH APPLICABLE PROVISIONS SHOWN ON THE REVERSE. YOU ARE ENTITLED TO A COPY OF THE INVOICE.

Form # 89504 (4/99)

TRANSACTION	PURCHASER	RECEIVED BY	DATE	PAGE	INVOICE NUMBER
RETURN CW	4 EA 23550 I/O 75 PAR FLOOD, 2 PK. 14852 MODEL NUMBER: 14852	JUDY CHEWINE	9.99	39.96	
REFUNDED INITIAL RETURN CW	UNITED ITEM#24665 TWIN FLOOD LT BESRAPHONO PF-1		13.88	UNIT PRICE	EXT. PRICE
RETURN CW	3 EA 37398 4LT WALL BATH PB/CHR (ANG)67559 MODEL NUMBER: 67559		29.93	89.79	
RETURN CW	3 EA 29974 3LT WALL BATH PB/CHROM(ANG)67558 MODEL NUMBER: 67558 SUBTOTAL		24.97	74.91	
				-260.18	
		did not credit			
	38550 PA-SALES TAX			15.62	
13:55:56 CREDIT	01/30/01 CUS -275.80CR			-275.80CR	
SALES #:	000115433	JENNIFER IRELAND ACCT#:0498355-1010-000319			
PURCHASE ORDER NO.	REF. NO.	BUYER CODE	SALES PERSON		TOTAL

LOWE'S HOME CENTERS, INC.

INVOICE



LOWE'S HOME CENTERS, INC.
DUP 1010
100 COMMONS DRIVE
DUBOIS

PA 15801

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Form # 89504 (4/99)

RECEIVED BY *Judy Chewing*

TRANSACTION	CUSTOMER			DATE	PAGE	INVOICE NUMBER	
R CHARGE	TORRELL & BERNARDO REMODEL JACK OR JUDY CHEWNING			01/02/01	1	101000273662	
# LOADED INITIAL	Loaded v	QTY	UNIT	ITEM #	DESCRIPTION	UNIT PRICE	EXT. PRICE
					PURCHASER: JUDY CHEWING		
<i>10</i>	CW	5	EA	10534	OUTDOOR WALL LITE VER TSI 15011 MODEL NUMBER: 15011	24.63	123.15 123.15
<i>10</i>	CW	1	EA	117987	PROTECTO TULIP ENTRY BRSH CHRME MODEL NUMBER: 116TK 32D CP	7.67	7.67 130.57
	CW	1	EA	117985	PROTECTO TULIP PRIVACY BRSH CHRME MODEL NUMBER: 115TK 32D CP	6.87	6.87
	CW	1	EA	117987	PROTECTO TULIP ENTRY BRSH CHRME MODEL NUMBER: 116TK 32D CP	7.67	7.67
	CW	1	EA	117988	PROTECTO TULIP ENTRY COMBO BR CHR MODEL NUMBER: 117TK 32D CP	14.44	14.44
	CW	1	EA	117987	PROTECTO TULIP ENTRY BRSH CHRME MODEL NUMBER: 116TK 32D CP	7.67	7.67
					SUBTOTAL		167.47
				38550	PA-SALES TAX		10.05

PURCHASE ORDER NO.	REF. NO.	BUYER CODE	SALES PERSON	TOTAL
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01/02/01 CUS

20:56:15 CHRGE

177.52

177.52

SALES #: 000116126

CRYSTAL PALUMBO ACCT#:0498355-1010-000319

INVOICE



LOWE'S HOME CENTERS, INC.

DUP 1010

100 COMMONS DRIVE

DUBOIS

PA 15801

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Form # 89504 (4/99)

RECEIVED BY *Jack Chewning*

TRANSACTION	CUSTOMER				DATE	PAGE	INVOICE NUMBER
R CHARGE	TORRELL & BERNARDO REMODEL JACK OR TUDY CHEWNING				12/28/00	1	101036373481
# LOADED INITIAL	Loaded ✓	QTY	UNIT	ITEM #	DESCRIPTION	UNIT PRICE	EXT. PRICE
PURCHASER: JACK CHEWING							
Awl	CW	1	EA	54108	CFAN 52" A.PEW B.BEST BDB52BPSP MODEL NUMBER: BDB52NAPSP	44.96	44.96
Awl	CW	1	EA	54108	CFAN 52" A.PEW B.BEST BDB52BPSP MODEL NUMBER: BDB52NAPSP	44.96	44.96
Awl	CW	1	EA	54108	CFAN 52" A.PEW B.BEST BDB52BPSP MODEL NUMBER: BDB52NAPSP	44.96	44.96
Awl	CW	1	EA	54108	CFAN 52" A.PEW B.BEST BDB52BPSP MODEL NUMBER: BDB52NAPSP	44.96	44.96
Awl	CW	1	EA	54108	CFAN 52" A.PEW B.BEST BDB52BPSP MODEL NUMBER: BDB52NAPSP	44.96	44.96
Awl	CW	1	EA	42699	LG OUTDR LANTERN 54503VER/340-11 MODEL NUMBER: 340-11	29.90	29.90
Awl	CW	1	EA	42701	LG POST TOP LITE 54504VER/345-11 MODEL NUMBER: 345-11	29.90	29.90
PURCHASE ORDER NO.	REF. NO.	BUYER CODE	SALES PERSON			TOTAL	
CHEWNING	12/28/00 R'S						CONTINUED

INVOICE



LOWE'S HOME CENTERS, INC.
DUF 1010
100 COMMONS DRIVE
DUBOIS PA 1580

FA 15801

Please check the merchandise you are purchasing to insure all items are received as Lowe's cannot be responsible for shortages after you leave Lowe's warehouse. Your signature acknowledges Lowe's delivery and your receipt the date set forth below of all items of merchandise, except those items noted as being for later delivery (e.g., LD = Lowe's delivery; PL = Pick up later; SOS = Special Order Sale; or WH = Warehouse or back of store pickup). Your not signing acknowledgment of receipt, however, does not mean that such merchandise was not delivered. All claims and return of merchandise MUST be accompanied by this Invoice and made within 30 days of delivery for credit or refund. This document may also evidence a return of merchandise described below if "Return" is printed with reference to an item. In such instance you will be given credit or cash as described and your signature represents you acknowledgement of the accuracy of the terms and conditions of the return. SEE REVERSE SIDE FOR (1) PAYMENT TERMS AND CONDITIONS FOR CERTAIN PURCHASES AND (2) WARRANTY INFORMATION AND AGREEMENTS. DO NOT SIGN THIS INVOICE UNTIL COMPLETE AND YOU HAVE RECEIVED AND ACCEPTED THE MERCHANDISE CURRENTLY BEING DELIVERED TO YOU AND YOU HAVE READ THE REVERSE SIDE. YOUR SIGNATURE CONSTITUTES YOUR AGREEMENT WITH APPLICABLE PROVISIONS ON THE REVERSE. YOU ARE ENTITLED TO A COPY OF THE INVOICE.

Form # 89504 (4/99)

RECEIVED BY

PURCHASE ORDER NO.	REF. NO.	BUYER CODE	SALES PERSON	TOTAL
CHEWNING 15:14:31	12/28/00	CUS CHRG 342.74		342.74 -19.23
SALES #: 000116363			CHERYL WHIPPLE	ACCT#: 0498355-1010-0000319

INVOICE



LOWE'S HOME CENTERS, INC.

DUF 1010

100 COMMONS DRIVE

DUBOIS

PA 15801

Please check the merchandise you are purchasing to insure all items are received as Lowe's cannot be responsible for shortages after you leave Lowe's warehouse. Your signature acknowledges Lowe's delivery and your receipt the date set forth below of all items of merchandise, except those items noted as being for later delivery (e.g., LD = Lowe's delivery; PL = Pick up later; SOS = Special Order Sale; or WH = Warehouse or back of store pickup). Your not signing acknowledgment of receipt, however, does not mean that such merchandise was not delivered. All claims and return of merchandise MUST be accompanied by this Invoice and made within 30 days of delivery for credit or refund. This document may also evidence a return of merchandise described below if "Return" is printed with reference to an item. In such instance you will be given credit or cash as described and your signature represents you acknowledgement of the accuracy of the terms and conditions of the return. SEE REVERSE SIDE FOR (1) PAYMENT TERMS AND CONDITIONS FOR CERTAIN PURCHASES AND (2) WARRANTY INFORMATION AND AGREEMENTS. DO NOT SIGN THIS INVOICE UNTIL COMPLETE AND YOU HAVE RECEIVED AND ACCEPTED THE MERCHANDISE CURRENTLY BEING DELIVERED TO YOU AND YOU HAVE READ THE REVERSE SIDE. YOUR SIGNATURE CONSTITUTES YOUR AGREEMENT WITH APPLICABLE PROVISIONS ON THE REVERSE. YOU ARE ENTITLED TO A COPY OF THE INVOICE.

Form # 89504 (4/99)

RECEIVED BY *Jack E. Chewing*

TRANSACTION	CUSTOMER			DATE	PAGE	INVOICE NUMBER	
R CHARGE	TORRELL & BERNARDO REMODEL JACK & TUDY CHEWNING			01/10/01	1	101001073997	
# LOADED INITIAL	Loaded ✓	QTY	UNIT	ITEM #	DESCRIPTION	UNIT PRICE	EXT. PRICE
PURCHASER: JACK CHEWING							
MC	4 EA	72665	TWIN FLOOD LT	BRZW/PHOTO FF-1	13.88	55.52	
CW			MODEL NUMBER:	PF-1			
MC	4 EA	23550	I/O 75 FAR FLOOD, 2 PK.	14852	9.99	39.96	
CW			MODEL NUMBER:	14852			
MC	1 EA	7608	QT.GEL STN AGED OAK	66020 MINWAX	8.84	8.84	
CW			MODEL NUMBER:	66020			
MC	1 EA	85932	QT.WD.FINSH 215 RED OAK	MINWAX	4.94	4.94	
CW			MODEL NUMBER:	70040			
MC	1 EA	7611	QT.GEL STN ANT.MAPLE	66030 MINWAX	8.84	8.84	
CW			MODEL NUMBER:	66030			
MC	4 EA	40495	TACK CLOTH	BLOCH XL-74IP-AA	0.96	3.84	
CW			MODEL NUMBER:	XL-74IP-AA			
SUBTOTAL							
						121.94	
38550 PA-SALES TAX							
						7.35	
PURCHASE ORDER NO.	REF. NO.	BUYER CODE	SALES PERSON			TOTAL	
17:16:10 CHRG	129.26	01/10/01 CUS	MISSY CUSTER ACCT#:0498355-1010-000319			129.26	
SALES #:	000116344					101-21	

INVOICE



LOWE'S HOME CENTERS, INC.

DUF 1010

200 COMMONS DRIVE

W. W. BOIS

PA 15801

Please check the merchandise you are purchasing to insure all items are received as Lowe's cannot be responsible for shortages after you leave Lowe's warehouse. Your signature acknowledges Lowe's delivery and your receipt the date set forth below of all items of merchandise, except those items noted as being for later delivery (e.g., LD = Lowe's delivery; PL = Pick up later; SOS = Special Order Sale; or WH = Warehouse or back of store pickup). Your not signing acknowledgment of receipt, however, does not mean that such merchandise was not delivered. All claims and return of merchandise MUST be accompanied by this Invoice and made within 30 days of delivery for credit or refund. This document may also evidence a return of merchandise described below if "Return" is printed with reference to an item. In such instance you will be given credit or cash as described and your signature represents you acknowledgement of the accuracy of the terms and conditions of the return. SEE REVERSE SIDE FOR (1) PAYMENT TERMS AND CONDITIONS FOR CERTAIN PURCHASES AND (2) WARRANTY INFORMATION AND AGREEMENTS. DO NOT SIGN THIS INVOICE UNTIL COMPLETE AND YOU HAVE RECEIVED AND ACCEPTED THE MERCHANDISE CURRENTLY BEING DELIVERED TO YOU AND YOU HAVE READ THE REVERSE SIDE. YOUR SIGNATURE CONSTITUTES YOUR AGREEMENT WITH APPLICABLE PROVISIONS ON THE REVERSE. YOU ARE ENTITLED TO A COPY OF THE INVOICE.

Form # 89504 (4/99)

RECEIVED BY

PURCHASE ORDER NO.

REF NO

PLUMBER 2000

SALES PERSON

TOTAL

13:00:10 CREDIT

3/01 CUS

1-9 13CP

13:00:10 CREDIT

-9.13CR

LISA SAYERS ACCT#:0498355-1010-000318

INVOICE



LOWE'S HOME CENTERS, INC.
DUP 1010
100 COMMONS DRIVE
DUBOIS PA 15801

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Form # 89504 (4/99)

RECEIVED BY

TRANSACTION		CUSTOMER			DATE	PAGE	INVOICE NUMBER				
# LOADED	Loaded	INITIAL	QTY	ACON	UNIT	ITEM#	DAY	CHEWNING	DESCRIPTION	UNIT PRICE	EXT. PRICE
									PURCHASER: JACK CHEWING		
			1	EA	42699	LG OUTDR LANTERN	54503VER/340-11			29.90	29.9
	CW		1	EA	42699	MODEL NUMBER:	340-11				
	CW		1	EA	42699	LG OUTDR LANTERN	54503VER/340-11			29.90	29.9
	CW		1	EA	42699	MODEL NUMBER:	340-11				
	CW		1	EA	7611	LG OUTDR LANTERN	54503VER/340-11			29.90	29.9
	CW		1	EA	7611	QT.GEL STN ANT.	MAPLE	66030 MINWAX		8.84	8.8
	CW		1	EA	7608	MODEL NUMBER:	66030				
	CW		1	EA	7608	QT.GEL STN AGED OAK	66020 MINWAX			8.84	8.8
	CW		1	EA	108690	MODEL NUMBER:	66020				
	CW					36" SOLID OAK LTD. TRIVIEW	63036			149.00	149.0
						MODEL NUMBER:	63036				
						SUBTOTAL					256.3
						38550	PA-SALES TAX				

PURCHASE ORDER NO. REF. NO. BUYER CODE SALES PERSON

TOTAL

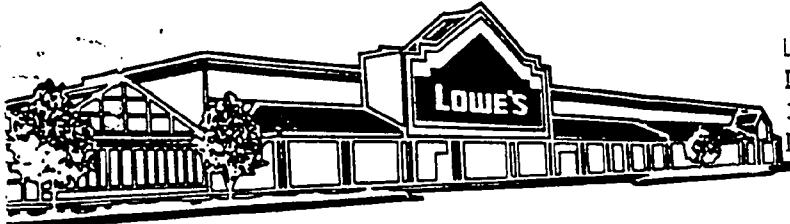
01/18/01 CUS
~ 17:36:50 CHRG 271.77

271.77

MANDY HEASLEY ACCT#:0498355-1010-000318

✓ 89.70
X 6.03
95.08

INVOICE



LOWE'S HOME CENTERS, INC.
DUP 1010
100 COMMONS DRIVE
DUBOIS PA 15801

PA 15B01

RECEIVED BY

15:06:36 CHRGE
SALES #: 000116363

30.6%

CHERYL WHITBRIE ACCT#:0498355-1

**TOTAL
30.65**

INVOICE



LOWE'S HOME CENTERS, INC.
DUP 1010
100 COMMONS DRIVE
DUBOIS PA 15801

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Form # 89504 (4/99)

RECEIVED BY *Judy Chewing*

TRANSACTION	CUSTOMER			DATE	PAGE	INVOICE NUMBER
* LOADED INITIAL	QTY	UNIT	ITEM #	DESCRIPTION	UNIT PRICE	EXT. PRICE
R CHARGE	TORRELL & BERNARDO REMODEL JACK OR JUDY CHEWNING			01/30/01	1	101003074862
<i>Awicw</i>	1	EA	18710	WHITE CANOPY W/CROSSBAR 70056 MODEL NUMBER: 70056	3.58	3.58
<i>Awicw</i>	1	EA	72168	WF RND COV 1-HOLE GREY CR-1V MODEL NUMBER: CR-1V	1.57	1.57
<i>Awicw</i>	9LFT		62778	UTILITY CHAIN .135IN. 072-3169 MODEL NUMBER: 072-3169	0.49	4.41
<i>Awicw</i>	1	EA	117984	PROTECTO TULIP PASSAGE BRSH CHRM MODEL NUMBER: 114TK 32D CP	6.37	6.37
<i>Awicw</i>	1	EA	117984	PROTECTO TULIP PASSAGE BRSH CHRM MODEL NUMBER: 114TK 32D CP	6.37	6.37
<i>Awicw</i>	1	EA	70292	9' CORD 16/2 BROWN 601/2101009BR MODEL NUMBER: 601/2101009B	1.47	1.47
<i>Awicw</i>	1	EA	47855	40W BLOC 4PK BULBS 13589 MODEL NUMBER: 13587	2.57	2.57
PURCHASE ORDER NO.	REF. NO.	BUYER CODE	SALES PERSON		TOTAL	
		01730701 CUS			CONTINUED	

INVOICE



LOWE'S HOME CENTERS, INC.
DUP 1010
100 COMMONS DRIVE
DUBOIS PA 15801

PA 15801

Please check the merchandise you are purchasing to insure all items are received as Lowe's cannot be responsible for shortages after you leave Lowe's warehouse. Your signature acknowledges Lowe's delivery and your receipt the date set forth below of all items of merchandise, except those items noted as being for later delivery (e.g., LD = Lowe's delivery; PL = Pick up later; SOS = Special Order Sale; or WH = Warehouse or back order of store pickup). Your not signing acknowledgment of receipt, however, does not mean that such merchandise was not delivered. All claims for return of merchandise MUST be accompanied by this Invoice and made within 30 days of delivery for credit or refund. This document may also evidence a return of merchandise described below if "Return" is printed with reference to an item. In such instance you will be given credit or cash as described and your signature represents you acknowledgement of the accuracy of the terms and conditions of the return. SEE REVERSE SIDE FOR (1) PAYMENT TERMS AND CONDITIONS FOR CERTAIN PURCHASES AND (2) WARRANTY INFORMATION AND AGREEMENTS. DO NOT SIGN THIS INVOICE UNTIL COMPLETE AND YOU HAVE RECEIVED AND ACCEPTED THE MERCHANDISE CURRENTLY BEING DELIVERED TO YOU AND YOU HAVE READ THE REVERSE SIDE. YOUR SIGNATURE CONSTITUTES YOUR AGREEMENT WITH APPLICABLE PROVISIONS ON THE REVERSE. YOU ARE ENTITLED TO A COPY OF THE INVOICE.

Form # 89504 (4/99)

RECEIVED BY

PURCHASE ORDER NO.

REF NO

BLISTER SCORE

1000 J. Neurosci., November 1, 2006 • 26(44):9992–10003

101

TOTAL
9413

17-08-04 CHARGE

Q. 1

19188.00 CHARGE

KATHY MCKENDREE ACCT#:0498355-1010-0000318

INVOICE



LOWE'S HOME CENTERS, INC.

DUP 1010

100 COMMONS DRIVE

DUBOIS

PA 15801

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Form # 89504 (4/99)

RECEIVED BY *Judy Chewing*

TRANSACTION	CUSTOMER				DATE	PAGE	INVOICE NUMBER
R-CHARGE	TORRELL & BERNARDO REMODEL JACK OR JUDY CHEWNING				12/13/00	1	101034872905
# LOADED INITIAL	Loaded ✓	QTY	UNIT	ITEM #	DESCRIPTION	UNIT PRICE	EXT. PRICE
PURCHASER: JUDY CHEWING							
CW	6 EA	42699	LG OUTDR LANTERN	54503VER/340-11 MODEL NUMBER: 340-11	29.90	179.40	
CW	1 EA	53979	CFAN 52"	COPR B. BEST BDB52NCS5P MODEL NUMBER: BDB52NCS5P	44.96	44.96	
CW	2 EA	42701	LG POST TOP LITE	54504VER/345-11 MODEL NUMBER: 345-11	29.90	59.80	
CW	3 EA	29974	BLT WALL BATH PB/CHROM(ANG)	67558 MODEL NUMBER: 67558	24.97	74.91	
CW	3 EA	37393	BLT WALL BATH PB/CHR (ANG)	67559 MODEL NUMBER: 67559	29.93	89.79	
CW	1 EA	54108	CFAN 52"	A. PEWT B. BEST BDB52BPSP MODEL NUMBER: BDB52NAPSP	44.96	44.96	
CW	10 EA	25818	ILT WALL BATH PB/CHROM(ANG)	67556 MODEL NUMBER: 67556	8.61	86.10	
PURCHASE ORDER NO.	REF. NO.	BUYER CODE	SALES PERSON		TOTAL		
12/13/00 CUS						<u>CONTINUED</u>	

INVOICE



LOWE'S HOME CENTERS, INC.

EDWARDIAN

100 COMMONS DRIVE

100-65

PA 15801

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RECEIVED BY

Form # 89504 (4/99)

PURCHASE ORDER NO.

REF. NO.

BUYER CODE

SALES PERSON

TOTAL

614.72

12/13/00 CUS

13:37:08 CHRG

614.72

SALES #: 000123418

LISA SAYERS ACCT#:0498355-1010-000319

INVOICE LOWE'S HOME CENTERS, INC.



DUP 1010
100 COMMONS DRIVE
DUBOIS PA 15801

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Form # 89504 (4/99)

RECEIVED BY

05/03/91

PAGE 1 OF 1 INVOICE NUMBER

TRANSACTION		CUSTOMER/STAFF		ITEM #	PURCHASER: JACK CHEWING	DESCRIPTION	UNIT PRICE	EXT. PRICE
Y	M	3	EA	50717	(MC153913) DTDR WAL-LNTRN WH MS MODEL NUMBER: L02412WH		16.98	50.94
Y	M	1	EA	68286	LG CAST ALU OUT/DR PEND WH 321-04 MODEL NUMBER: 321-04		28.86	28.86
Y	M	2	EA	23311	3X2" DWV BSHG 95908/4801-2F/107 MODEL NUMBER: 107		1.79	3.58
Y	M	2	EA	23313	4X3" PVC BSHG 95909/4801-2F/107 MODEL NUMBER: 107		2.97	5.94
Y	M	2	EA	21582	BASIN SGL OUTLET MODEL NUMBER: NDS101		6.55	13.10
Y	M	1	EA	78441	BRN DR CHIME BTN GLD ROUND RC819 MODEL NUMBER: RC819		3.76	3.76
Y	M	3	PC	23832	2"X10' PVC SCH40 PIPE SOLID CORE MODEL NUMBER: 23832		4.27	12.81
PURCHASE ORDER NO.		REF. NO.		BUYER CODE		CONTINUED		
						TOTAL		

50.94
X 6%
30.56



INVOICE

LOWE'S HOME CENTERS, INC.

DUF 1010

100 COMMONS DRIVE

DUBOIS

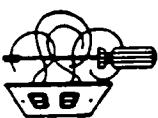
FA 15801

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Form # 89504 (4/99)

RECEIVED BY

McKEE ELECTRIC
 P.O. BOX 354
 BIG RUN, PA 15715
 (814) 427-2617



McKEE ELECTRIC

P.O. BOX 354
 BIG RUN, PA 15715
 (814) 427-2617

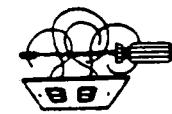
Date 10-10 20 00

Name Torrell - Bernardo
 (Lighting Allowance)

QTY	DESCRIPTION	PRICE	
14	Recessed Lighting Housings	77.18	
	TAX	4.63	
	Total	<u>81.81</u>	

PRICE
 44.10
 2.64
 Total 46.74

PRICE
 12-1-00
 #27099



Date 11-15 20 03

Name Torrell - Bernardo
 (Lighting Allowance)

QTY	DESCRIPTION	PRICE	
8	Recessed Can Lights	44.10	
	TAX	2.64	
	Total	<u>46.74</u>	

PRICE
 12-1-00
 #27099

TORRELL AND BERNARDO REMODELING AND CUSTOM HOMES

130 MCCRACKEN RUN ROAD
DUBOIS, PA 15801
Country

Phone (814) 375-9559
Fax (814) 375-9450

LARUE'S INC.
R. D. # 4, Box 465
DUBOIS, PA 15801

BILLING DATE
ACCOUNT ID
PREVIOUS BALANCE

ACCOUNT ACTIVITY

****PLEASE NOTE: THIS EXCAVATION AMOUNT DOES NOT INCLUDE PARKING LOT AND ROAD.**

Thank you.

(signature of buyer)

TORRELL AND BERNARDO
REMODELING AND CUSTOM HOMES
130 MCCRACKEN RUN ROAD
DUBOIS, PA 15801
(814) 375-9559
FAX (814) 375-9450

March 13, 2001

LaRue's Inc.
R. D. #4, Box 465
DuBois, PA 15801

EXTRAS:

Lights.....	\$ 1,810.34
Tub/shower combinaton.....	\$ 206.70
Vanity, top, commode, seat.....	\$ 504.32
Medicine Chest.....	\$ 157.94
Faucet.....	\$ 156.75
Shelving.....	\$ 519.00
Extra electric work.....	\$ 190.00
Adhesive for FRP.....	\$ 93.26
FRP labor.....	\$ 480.00
Extra large casings.....	\$ 110.00
Extra wide base.....	\$ 60.00
Re-hang new kitchen door.....	\$ 65.00
Material - wide trim.....	\$ 168.00
- wide base.....	\$ 55.00
Colored cement & cleaning....	\$ 2,658.60
Flooring.....	\$ 2,401.73
catch basin & pipe....	\$ 362.52
Blocks on patio....	\$ 825.00
8 x 8 deck off back.....	\$ 640.00
plumb in extra sink in bar, rough plumb for future sinks one in loft and one by double door, plumb in washer/dryer in upstairs closet, plumb in laundry tub and small stainless steel sink in storage area:	\$ 1,853.00
moving petitions for bathroom & kitchen and add closets.....	\$ 683.00
excavation as to date (this does not include the parking lot, road and installing catch basin)....	\$ 28,506.83
TOTAL:	\$ 42,506.99

TORRELL AND BERNARDO
REMODELING AND CUSTOM HOMES
130 MCCRACKEN RUN ROAD
DUBOIS, PA 15801
(814) 375-9559
FAX (814) 375-9450

CREDITS:

Lights.....	\$ 1,000.00
Tub/shower....	\$ 285.00
Vanity, top, commode, seat.....	\$ 500.00
Medicine chest....	\$ 220.00
Faucet.....	\$ 160.00
Shelving.....	\$ 800.00
Paint credit where FRP installed.....	\$ 395.20
Stained doors 11 @ \$20.....	\$ 220.00
Flooring....	\$ 8,000.00
Excavation & sandmound.....	\$ 30,000.00
TOTAL:	\$ 41,580.20

MCKEE ELECTRIC

P. O. Box 354
Big Run, PA 15715
(814) 427-2617



RE: CHEWING'S EXTRAS:

10 recp. for Neon signs controlled by two switches:	\$ 240.00
5 closet lights controlled by five switches:	200.00
recp. for washer and dryer:	40.00
3 outside recp.	60.00
2 recp. in soffit controlled by one switch	60.00
6 recessed lights in patio soffit controlled by one switch	140.00
4 recp. in high wall in bar area controlled by one switch	100.00
TOTAL:	\$ 840.00

** Please note: this does not include price of light fixtures

Rec'd 11-27-00

P. Yonushonis
002



SCHOFIELD STREET
CURWENSVILLE 16833
814-236-0220

SHAFER ROAD
DUBOIS, PA 15801
814-371-9311

1260 WAYNE AVENUE
INDIANA, PA 15701
724-349-2281

777 E. BUTLER RD.
BUTLER, PA 16001
724-282-3100

194 CHAU ROAD
PENNSDALE 17756
570-546-8011

2350 E. COLLEGE AVE.
STATE COLLEGE, PA 16801
814-237-3511

INDUSTRIAL DRIVE
GROVE CITY, PA 16127
724-458-5501

CRANBERRY MALL
CRANBERRY, PA 16319
814-677-7422

LEZZER TRUSS SYSTEMS, INC.
BAILOR DRIVE • CURWENSVILLE, PA 16833
814-236-0975

LEZZER COMMERCIAL DOORS OF WMPT, INC.
739 GRACE STREET • WILLIAMSPORT, PA 17701
570-323-9889

LEZZER COMMERCIAL DOORS, INC.
SCHOFIELD STREET • CURWENSVILLE, PA 16833
814-236-0220

TYPE OF TRANSACTION

CHARGE SALE

Page: 1

LOCATION

DUBOIS

SOLD TO:

SHIP TO:

TORRELL & BERNARDO CONST 375-9559
CHEWNING JOB # 304
130 MCCRACKEN RUN ROAD

DUBOIS

PA

CUST CODE	SEQ. NO.	TIME	TRANS. NO.	TRANS. DATE	STR. NO.	S'MAN	WRT. BY	OPER. NO.	DATE DELV'D	LOADER
29559304		09:36	418324	110700	2	238	239	180102	11/06/00	



INVOICE NO.

418324

ORDER/QUOTE NO.	P.O. NO.	JOB NUMBER	TRUCK NO.	DRIVER	SALESMAN
23549			2 STAKE 210	1	Bernie Mc Fall

ITEM NO.	✓ QUAN. ORD.	QUAN. SHPD.	DESCRIPTION	UNITS	PRICE / UNIT	EXTENSION
2603SGRB		1	FROM C-VILLE 1 43.2206 LASCO 1PC TUB BONE RH ***** PLEASE DELIVER WHEN IN STOCK *****	1.000	195.000EA	195.00

Freight Amt: 0.00

Misc Chrg Amt: 0.00

WE WILL BE GLAD TO ASSIST IN LOADING YOUR ORDER, HOWEVER.
WE ARE NOT LIABLE FOR IMPROPER LOADING DAMAGE.

SUB-TOTAL 195.00 TAX % 6.000 TAX AMOUNT 11.70 TOTAL 206.70

WE CANNOT GUARANTEE PRICES ON THIS INVOICE UNLESS MATERIAL IS PICKED UP WITHIN 10 DAYS OF INVOICE DATE.
All merchandise must be checked when received. No claims for shortages will be allowed after 24 hours of delivery. Material returned in good condition will be credited, but subject to a 20% charge to cover cost of handling.

NO MATERIAL MAY BE RETURNED AFTER 30 DAYS.

Parties receiving an estimate will please examine the same carefully as we agree to furnish only the articles herein. Errors in extensions, omissions and footings are subject to corrections. A finance charge of 1 1/2% PER MONTH - APR 18% will be added to any unpaid balance past 30 days.

OPEN AMOUNT DUE:

X

I RECEIVED THE ABOVE MATERIAL IN GOOD CONDITION

0.00
*
484.40
19.93 +
504.33 *
*



SCHOFIELD STREET
CURWENSVILLE, PA 16833
814-236-0220

SHAFER ROAD
DUBOIS, PA 15801
814-371-9311

1201 WAIN AVENUE
INDIANA, PA 15701
724-349-2281

777 E. BUTLER RD.
BUTLER, PA 16001
724-282-3100

194 CHAD ROAD
PENNSDALE, PA 15066
570-546-8026

2350 E. COLLEGE AVE.
STATE COLLEGE, PA 16801
814-237-3511

INDUSTRIAL DRIVE
GROVE CITY, PA 16127
724-458-5501

CRANBERRY MALL
CRANBERRY, PA 16319
814-677-7422

LEZGER TRUSS SYSTEMS, INC.
BAILOR DRIVE • CURWENSVILLE, PA 16833
814-236-0975

LEZGER COMMERCIAL DOORS OF WMPT, INC.
739 GRACE STREET • WILLIAMSPORT, PA 17701
570-323-9889

LEZGER COMMERCIAL DOORS, INC.
SCHOFIELD STREET • CURWENSVILLE, PA 16833
814-236-0220

TYPE OF TRANSACTION

CHARGE SALE

Page: 1

LOCATION

DUBOIS

SOLD TO:

SHIP TO:

TORRELL & BERNARDO CONST 375-9559
CHEWNING JOB # 304
130 MCCRACKEN RUN ROAD
DUBOIS PA

4 7 8 3 7 0 *

INVOICE NO.
478370

CUST CODE	SEQ. NO.	TIME	TRANS. NO.	TRANS. DATE	STR. NO.	S'MAN	WRT. BY	OPER. NO.	DATE DELV'D	LOADER
29559304		15:29	478370	012301	2	238	239	180102	01/23/01	

ORDER/QUOTE NO.	P.O. NO.	JOB NUMBER	TRUCK NO.	DRIVER	SALESMAN
24932			2 PICK-UP	6	Bernie Mc Fall

ITEM NO.	✓	QUAN. ORD.	QUAN. SHPD.	DESCRIPTION	UNITS	PRICE / UNIT	EXTENSION
4092402		1	1	409-2402 37"X22" WHT ON BONE TOP	1.000	99.990EA	99.99
KEVTR36		1	1	36X21 KENS OAK VANITY	1.000	247.000EA	247.00
402501		1	1	4325-733 ALTIMA BONE ELONG BOWL	1.000	59.990EA	59.99
402801		1	1	4430-733 ALTIMA BONE TANK	1.000	50.000EA	50.00

Freight Amt: 0.00

Misc Chrg Amt:

WE WILL BE GLAD TO ASSIST IN LOADING YOUR ORDER. HOWEVER,
WE ARE NOT LIABLE FOR IMPROPER LOADING DAMAGE.

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• NO MATERIAL MAY BE RETURNED AFTER 30 DAYS.

Parties receiving an estimate will please examine the same carefully as we agree to furnish only the articles herein. Errors in extensions, omissions and footings are subject to corrections. A finance charge of 1 1/2% PER MONTH = APR 18% will be added to any unpaid balance past 30 days.

SUB-TOTAL

456.98

TAX %

6.000

TAX AMOUNT

27.42

TOTAL

484.40

OPEN AMOUNT DUE:

X

I RECEIVED THE ABOVE MATERIAL IN GOOD CONDITION

INVOICE



LOWE'S HOME CENTERS, INC.

DUF 1010

100 COMMONS DRIVE

DUBOIS

FA 15801

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Form # 89504 (4/99)

RECEIVED BY

PURCHASE ORDER NO.	REF. NO.	BUYER CODE	SALES PERSON	TOTAL
CHEWNING	12/28/00 CUS			342.74
15:14:31 CHRGE	342.74			-19.93
SALES #: 000116363		CHERYL WHIPPLE	ACCT#:0498355-1010-000319	

CHERYL WHIPPLE ACCT#:0498355-1010-000319

222.81

INVOICE



LOWE'S HOME CENTERS, INC.

DUP 1010

100 COMMONS DRIVE

DUBOIS

PA 15801

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Form # 89504 (4/99)

RECEIVED BY *[Signature]*

TRANSACTION	CUSTOMER				DATE	PAGE	INVOICE NUMBER
R. CHARGE	TORRELL & BERNARDO REMODEL				01/18/01	1	0100187435
# LOADED INITIAL	Loaded ✓	QTY	ACQUINITY	ITEM#	MDY	DESCRIPTION	UNIT PRICE
PURCHASER: JACK CHEWING							
CW	1	EA	42699	LG OUTDR LANTERN 54503VER/340-11		29.90	29.9
CW	1	EA	42699	MODEL NUMBER: 340-11			
CW	1	EA	42699	LG OUTDR LANTERN 54503VER/340-11		29.90	29.9
CW	1	EA	42699	MODEL NUMBER: 340-11			
CW	1	EA	7611	LG OUTDR LANTERN 54503VER/340-11		29.90	29.9
CW	1	EA	7611	MODEL NUMBER: 340-11			
CW	1	EA	7608	QT. GEL STN ANT. MAPLE 66030 MINWAX		8.84	8.8
CW	1	EA	7608	MODEL NUMBER: 66030			
CW	1	EA	108690	QT. GEL STN AGED OAK 66020 MINWAX		8.84	8.8
CW	1	EA	108690	MODEL NUMBER: 66020			
CW				36" SOLID OAK LTD. TRIVIEW 63036		149.00	149.0
CW				MODEL NUMBER: 63036			
				SUBTOTAL			
						157.94 X 6%	256.3
				38550 PA-SALES TAX			15.3
PURCHASE ORDER NO.	REF. NO.	BUYER CODE	SALES PERSON				TOTAL

01/18/01 CUS

271.77

17:36:50 CHRGE 271.77

SALES #: 000116006

MANDY HFAISI EY ACCT#:0498355-1010-000319

89.70
X 6%
95.08

INVOICE



LOWE'S HOME CENTERS, INC.
DUP 1010
100 COMMONS DRIVE
DUBOIS PA 15801

Please check the merchandise you are purchasing to insure all items are received as Lowe's cannot be responsible for shortages after you leave Lowe's warehouse. Your signature acknowledges Lowe's delivery and your receipt the date set forth below of all items of merchandise, except those items noted as being for later delivery (e.g., LD = Lowe's delivery; PL = Pick up later; SOS = Special Order Sale; or WH = Warehouse or back of store pickup). Your not signing acknowledgment of receipt, however, does not mean that such merchandise was not delivered. All claims and return of merchandise MUST be accompanied by this Invoice and made within 30 days of delivery for credit or refund.

This document may also evidence a return of merchandise described below if "Return" is printed with reference to an item. In such instance you will be given credit or cash as described and your signature represents your acknowledgement of the accuracy of the terms and conditions of the return. SEE REVERSE SIDE FOR (1) PAYMENT TERMS AND CONDITIONS FOR CERTAIN PURCHASES AND (2) WARRANTY INFORMATION AND AGREEMENTS. DO NOT SIGN THIS INVOICE UNTIL COMPLETE AND YOU HAVE RECEIVED AND ACCEPTED THE MERCHANDISE CURRENTLY BEING DELIVERED TO YOU AND YOU HAVE READ THE REVERSE SIDE. YOUR SIGNATURE CONSTITUTES YOUR AGREEMENT WITH APPLICABLE PROVISIONS ON THE REVERSE. YOU ARE ENTITLED TO A COPY OF THE INVOICE.

Form # 89504 (4/99)

RECEIVED BY

TRANSACTION	CUSTOMER	DATE	PAGE	INVOICE NUMBER
R CHARGE	TORRELL & BERNARDO REMODEL MISC	1/10/77 00	1	10103127141

124.70 *

519.00 *

643.70 *

DAVID M. Ball

225 E. Sherman

DeBois P.A. 15801

4/19

BILL

FOR SERVICES RENDERED

TO:

T+B

130 McConaughay Rd 12d
DeBois PA 15801

DATE 3-31-1

THIS BILL IS RENDERED ONLY AS AN ACCOMMODATION.
TERMS ARE NET CASH AND PAYABLE ON PRESENTATION.

FOR SERVICES FURNISHED ON:

3-27-1

BAR

8'	12" LIner	4.00/FT	32.00
3'	9" LIner	4.50/FT	13.50
18'	16" LIner	4.40/FT	79.20

124.70

Pd

42501

27811

DAVID Ball
525 E. SHERIDAN
DeBos P.A. 15801

5/22
BILL
FOR SERVICES RENDERED

TO: T+B
130 Melanchka Run Rd.
DeBos P.A. 15801

DATE 2-8-1

THIS BILL IS RENDERED ONLY AS AN ACCOMMODATION.
TERMS ARE NET CASH AND PAYABLE ON PRESENTATION.

FOR SERVICES FURNISHED ON: 2-8-1

50'	12" S+R	225.00
60'	9" Linw	270.00
3'	12" Linw	12.00
1	Hock	12.00
		<u>#519.00</u>
		Pay
		2-23-01
		#275.00

0.00 *

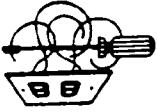
60.00 x

100.00 x

30.00 x

190.00 *

10/10



MCKEE ELECTRIC

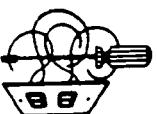
P.O. BOX 354
BIG RUN, PA 157
(814) 427-261

Date 32-1 2001

Torcell - Bernards
Cherubini

ART	DESCRIPTION	PRICE
	EXTRAS	
	Moved Switch and wires in Ladies restroom	30.00
	Wired extra Circuit for Cooler in Storage room	30.00
	Total	60.00
		By
		2/16/01
		#37481

57



MCKEE ELECTRIC

P.O. BOX 354
BIG RUN, PA 157
(814) 427-261

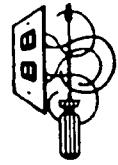
Date 12-8 2008

Name Torrell - Bernardo Cheesingtor

311

McKEE ELECTRIC

P.O. BOX 354
BIG RUN, PA 15715
(814) 427-2617



Date 2-13 2001

Name Torrell E. Bernardo
Charming Job

* 93.26
- 139.89
+ 233.15
* 0.00



SCHOFIELD STREET
CURWENSVILLE, PA 16833
814-236-0220

SHAFFER ROAD
DUBOIS, PA 15801
814-371-9311

1260 WAYNE AVENUE
INDIANA, PA 15701
724-349-2281

777 E. BUTLER RD.
BUTLER, PA 16001
724-282-3100

194 CHAD ROAD
PENNNSDALE, PA 16066
570-546-8026

2350 E. COLLEGE AVE.
STATE COLLEGE, PA 16801
814-237-3511

INDUSTRIAL DRIVE
GROVE CITY, PA 16127
724-458-5501

CRANBERRY MALL
CRANBERRY, PA 16319
814-677-7422

LEZGER TRUSS SYSTEMS, INC.
BAILOR DRIVE • CURWENSVILLE, PA 16833
814-236-0975

LEZGER COMMERCIAL DOORS OF WMPT, INC.
739 GRACE STREET • WILLIAMSPORT, PA 17701
570-323-9889

LEZGER COMMERCIAL DOORS, INC.
SCHOFIELD STREET • CURWENSVILLE, PA 16833
814-236-0220

TYPE OF TRANSACTION

CHARGE SALE

Page: 1

LOCATION

DUBOIS

SOLD TO:

SHIP TO:

TORRELL & BERNARDO CONST 375-9559
CHEWNING JOB # 304
130 MCCRACKEN RUN ROAD
DUBOIS PA

4 7 0 1 6 7 *

INVOICE NO.
470167

CUST CODE	SEQ. NO.	TIME	TRANS. NO.	TRANS. DATE	STR. NO.	S'MAN	WRT. BY	OPER. NO.	DATE DELV'D	LOADER
29559304		11:58	470167	011201	2	238	259	180102	01/12/01	

ORDER/QUOTE NO.	P.O. NO.	JOB NUMBER	TRUCK NO.	DRIVER	SALESMAN
25277			2 PICK-UP	8	Dale Tozer

ITEM NO.	✓ QUAN. ORD.	QUAN. SHPD.	DESCRIPTION	UNITS	PRICE / UNIT	EXTENSION
F4054		5	4054 4-GAL FRP ADHESIVE	5.000	43.990EA	219.95

Freight Amt: 0.00

Misc Chrg Amt:

WE WILL BE GLAD TO ASSIST IN LOADING YOUR ORDER. HOWEVER,
WE ARE NOT LIABLE FOR IMPROPER LOADING DAMAGE.

• WE CANNOT GUARANTEE PRICES ON THIS INVOICE UNLESS MATERIAL IS PICKED UP WITHIN 10 DAYS OF INVOICE DATE.
All merchandise must be checked when received. No claims for shortages will be allowed after 24 hours of delivery. Material returned in good condition will be credited, but subject to a 20% charge to cover cost of handling.

• NO MATERIAL MAY BE RETURNED AFTER 30 DAYS.

Parties receiving an estimate will please examine the same carefully as we agree to furnish only the articles herein. Errors in extensions, omissions and footings are subject to corrections. A finance charge of 1 1/2% PER MONTH = APR 18% will be added to any unpaid balance past 30 days.

SUB-TOTAL	TAX %	TAX AMOUNT	TOTAL
219.95	6.000	13.20	233.15

OPEN AMOUNT DUE:

X

I RECEIVED THE ABOVE MATERIAL IN GOOD CONDITION



SCHOFIELD STREET
CURWENSVILLE, PA 16833
814-236-0220

1260 WAYNE AVENUE
INDIANA, PA 15701
724-349-2281

194 CHAD ROAD
PENNNSDALE, PA 16878
570-546-8026

INDUSTRIAL DRIVE
GROVE CITY, PA 16127
724-458-5501

CRANBERRY MALL
CRANBERRY, PA 16319
814-677-7422

SHAFFER ROAD
DUBOIS, PA 15801
814-371-9311

777 E. BUTLER RD.
BUTLER, PA 16001
724-282-3100

2350 E. COLLEGE AVE.
STATE COLLEGE, PA 16801
814-237-3511

LEZZER TRUSS SYSTEMS, INC.
BAILOR DRIVE • CURWENSVILLE, PA 16833
814-236-0975

LEZZER COMMERCIAL DOORS OF WMPT, INC.
739 GRACE STREET • WILLIAMSPORT, PA 17701
570-323-9889

LEZZER COMMERCIAL DOORS, INC.
SCHOFIELD STREET • CURWENSVILLE, PA 16833
814-236-0220

TYPE OF TRANSACTION

CREDIT MEMO

Page: 1

LOCATION

DUBOIS

SOLD TO:

TORRELL & BERNARDO CONST 375-9559
CHEWNING JOB # 304
130 MCCRACKEN RUN ROAD
DUBOIS PA

SHIP TO:



INVOICE NO.
474645

CUST CODE	SEQ. NO.	TIME	TRANS. NO.	TRANS. DATE	STR. NO.	S'MAN	WRT. BY	OPER. NO.	DATE DELV'D	LOADER
29559304		11:52	474645	011801	2	238	239	180102		

ORDER/QUOTE NO.	P.O. NO.	JOB NUMBER	TRUCK NO.	DRIVER	SALESMAN
				0	Bernie Mc Fall

ITEM NO.	QUAN. ORD.	QUAN. SHPD.	DESCRIPTION	UNITS	PRICE / UNIT	EXTENSION
F4054	-3	-3	4054 4-GAL FRP ADHESIVE	-3.000	43.990EA	-131.97

ezzer lumber
BUILDING MATERIALS CENTERS

Freight Amt: 0.00 Misc Chrg Amt: 0.00

WE WILL BE GLAD TO ASSIST IN LOADING YOUR ORDER, HOWEVER,
WE ARE NOT LIABLE FOR IMPROPER LOADING DAMAGE.

• WE CANNOT GUARANTEE PRICES ON THIS INVOICE UNLESS MATERIAL IS PICKED UP WITHIN 18 DAYS OF INVOICE DATE.
All merchandise must be checked when received. No claims for shortages will be allowed after 24 hours of delivery. Material returned in good condition will be credited, but subject to a 20% charge to cover cost of handling.

• NO MATERIAL MAY BE RETURNED AFTER 30 DAYS.

Parties receiving an estimate will please examine the same carefully as we agree to furnish only the articles herein. Errors in extensions, omissions and footings are subject to corrections. A finance charge of 1% PER MONTH - APR 18% will be added to any unpaid balance past 30 days.

SUB-TOTAL		TAX %	TAX AMOUNT	TOTAL
-131.97		6.000	-7.92	-139.89

OPEN AMOUNT DUE:

X

I RECEIVED THE ABOVE MATERIAL IN GOOD CONDITION

~~PROPOSAL~~

2/01

Job No.	
Date	2-9-01
Sheet No.	

Proposal Submitted To:

Name Torell & Bausedo

Street _____

City _____ State _____

Phone _____

Work To Be Performed At:

~~1000 University St~~

Street _____

City _____ State _____

Date of Plans _____ Architect _____

We hereby propose to furnish the materials and perform the labor necessary for the completion of

Reprint upstairs Exit door
(wrong color)

\$ 65.00 pd
2/22/01
27514

Jah Hay ✓

TORRELL AND BERNARDO
REMODELING AND CUSTOM HOMES
130 MCCRACKEN RUN ROAD
DUBOIS, PA 15801
(814) 375-9559
FAX (814) 375-9450

Change order:

Colored cement and cleaning of cement.

This price includes labor and material: \$ 2,658.60

(buyer)

(seller)



**ADVANCE
CARPET & UPHOLSTERY
CLEANING**
RR 8 Box 11
Du BOIS, PENNSYLVANIA 15801
(814) 375-0428

CLEANING WORK ORDER

5103

I hereby acknowledge the satisfactory completion of the above described work.

SIGNATURE _____ **DATE** _____

For **Thank You**
3-29-01
#21671

FILED 3CC Amy Hopkins
OCT 04 2001 Amy Hopkins
William A. Shaw
Prothonotary
pd. \$2.00

100
100

44 310.24

BARR WHOLESALE

3

DUBOIS, PENNSYLVANIA 15801
(814) 583-5253

BARR WHOLESALE

四

DUBOIS, PENNSYLVANIA 15801
(814) 583-5253

B - PRODUCT 610 All claims and returned goods must be accompanied by this bill.

B PRODUCT 6

All claims and returned goods must be accompanied by this bill.

1

1

10

1

1

1

1

10

10

10

10

		0.00
280.79		
1,933.00		
2,213.79		
*	+	*

TILE
VINYL
CARPET

HARDWOOD
FLOORING

Jim Stellabuto's
EVERYTHING
UNDER FOOT

Residential
Commercial

922 Beaver Drive
DuBois, PA 15801

(814) 371-9432

Submitted To: <i>Terrell & Fernand</i>	Home Phone: (315 9559)	Date 1/24/01
	Bus. Phone: ()	
	Job Name <i>Hillside Bar - Swimming</i>	
Terms: <input type="checkbox"/> Cash <input type="checkbox"/> Credit Card <input type="checkbox"/> COD <input type="checkbox"/> Financed <input type="checkbox"/>		

QTY.	DESCRIPTION	PRICE PER	AMOUNT
		24.30	
1.44 sq	<i>Rhythms TAPESTRY 9221</i> <i>12 x 52</i>	24.30	<i>180.79</i>
	<i>Install in Bath (upper)</i>		
	<i>Labour</i>	<i>\$100.00</i>	
	<i>4 sheets Acrylic (billed on other sheet)</i>	<i>N/C</i>	
	<i>use leftover vinyl to install</i> <i>in Laundry Room</i>		
	Total Due upon Installation/Receipt of Goods	TOTAL	<i>280.79</i>

SPECIAL ORDERS NON-REFUNDABLE

THANKS!

LATE CHARGE : If I don't pay any payment in full within 10 days after installation or receiving of goods, I shall pay a late charge of 1 1/2 % of that payment. There is a \$1.00 minimum late charge for any late or partial payment. DEFAULT: I will be in default if: (1) I fail, for any reason, to make any payment on time. (2) I fail to comply with any terms of this contract. (3) I sell, lease, or dispose of the goods.

Signature _____ 3

Directions

Dear Customer:

We would appreciate it very much if you would inspect this installation with our carpet mechanics before they leave your home. If you find anything not to your satisfaction, please call it to the attention of the mechanics and they will take care of it before leaving. If you have any problem that cannot be taken care of right away, call our store before the mechanics depart. If you are perfectly satisfied with everything, please sign below. Signing this letter does not mean that we are not obligated to take care of any future problems that may arise.

Customer's Signature _____

*Paid all
3-23-01
27640*

TILE
VINYL
CARPET

HARDWOOD
FLOORING

Jim Stellabuto's
EVERYTHING
UNDER FOOT

Residential
Commercial

922 Beaver Drive
DuBois, PA 15801

(814) 371-9432

Submitted To:	Terri Bernardo	Home Phone: ()	Date
		Bus. Phone: ()	1/17/01
		Job Name	Hillside Bld - Channing
Terms:	<input type="checkbox"/> Cash	<input type="checkbox"/> Credit Card	<input type="checkbox"/> COD
			<input type="checkbox"/> Financed

QTY.	DESCRIPTION	PRICE PER	AMOUNT
1/2sy	Starburst / 000507010w	16 ⁰⁰	1792.00
12 x 84	- UPSTAIRS LOFT, Hall		
1/4" Padding	Office		
1/1 steps Regular		51 ⁰⁰	
3 sheets	Accuplct installed in Bath	30 ⁰⁰	90 ⁰⁰
	Total Due upon Installation/Receipt of Goods	TOTAL	7933 ⁰⁰

SPECIAL ORDERS NON-REFUNDABLE

THANKS!

LATE CHARGE: If I don't pay any payment in full within 10 days after installation or receiving of goods, I shall pay a late charge of 1 1/4 % of that payment. There is a \$1.00 minimum late charge for any late or partial payment. **DEFAULT:** I will be in default if: (1) I fail, for any reason, to make any payment on time. (2) I fail to comply with any terms of this contract. (3) I sell, lease, or dispose of the goods.

Signature _____

Directions _____

Dear Customer:

We would appreciate it very much if you would inspect this installation with our carpet mechanics before they leave your home. If you find anything not to your satisfaction, please call it to the attention of the mechanics and they will take care of it before leaving. If you have any problem that cannot be taken care of right away, call our store before the mechanics depart. If you are perfectly satisfied with everything, please sign below. Signing this letter does not mean that we are not obligated to take care of any future problems that may arise.

Customer's Signature _____

TORRELL AND BERNARDO
REMODELING AND CUSTOM HOMES
130 MCCRACKEN RUN ROAD
DUBOIS, PA 15801
(814) 375-9559
FAX (814) 375-9450

Change order:

add 2 x 2 catch basin in corner parking lot and one piece of 12" pipe

This price does not include labor to install. It will be in the excavation allowance.

Material only: \$ 362.52

(buyer)

(seller)

** Please note: there were two culvert drains going across road, 30' of pipe for each one.
Used all 60' on bottom of road.

TORRELL AND BERNARDO
REMODELING AND CUSTOM HOMES
130 MCCRACKEN RUN ROAD
DUBOIS, PA 15801
(814) 375-9559
FAX (814) 375-9450

Change order:

move building back into bank to make more parking area which changed
railing on patio to blocks.

This price includes labor and material including deduction for railing: \$825.00

(buyer)

(seller)

TORRELL AND BERNARDO
REMODELING AND CUSTOM HOMES
130 MCCRACKEN RUN ROAD
DUBOIS, PA 15801
(814) 375-9559
FAX (814) 375-9450

Change order:

Add 8' x 8' treated ~~deck~~ off of upstairs connected to ramp. Originally
only ramp was figured.

This price includes labor and material: \$640.00

(buyer)

(seller)

TORRELL AND BERNARDO
REMODELING AND CUSTOM HOMES
130 MCCRACKEN RUN ROAD
DUBOIS, PA 15801
(814) 375-9559
FAX (814) 375-9450

Change order:

Plumb in extra sink in bar; rough plumb for future sinks one in
loft and one by double door.

Plumb in washer and dryer in upstairs closet.

Plumb in laundry tub and small stainless steel sink in storage
area.

This price includes labor and material: \$ 1,853.00

(buyer)

(seller)

TORRELL AND BERNARDO
REMODELING AND CUSTOM HOMES
130 MCCRACKEN RUN ROAD
DUBOIS, PA 15801
(814) 375-9559
FAX (814) 375-9450

Change order:

Moving petitions for bathroom and kitchen and add closets due
to incorrect plans that we received to build the building.

This price includes labor and material: \$ 683.00

(buyer)

(seller)

0.00 *

10,500.00 +
10,000.00 +
7,500.00 +
481.11 +
25.72 +
28,506.83 *

0.00 *
3,233.11 +
226.02 +
75.92 +
3.87 +
4.43 +
3,543.35 *

DAVID S. ROMAN TRUCKING & EXCAVATING
RD#2 BOX 215
REYNOLDSVILLE, PA 15851

DATE	INVOICE NO.
9/7/00	00-T&B-9

BILL TO
TORRELL & BERNARDO CHEWNING

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	LEVEL SITE, TREES & footers	1	0.00 0.00 10,500.00	0.00 0.00 10,500.00
				Total \$10,500.00

Part of ck # 2674

9-26-00

DAVID S. ROMAN TRUCKING & EXCAVATING
RD#2 BOX 216
REYNOLDSVILLE, PA 15851

1114

DATE	INVOICE NO.
10/24/00	00-T&B-14

BILL TO
TORRELL & BERNARDO
CHEWNING

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	send mound, material		0.00 10,000.00	0.00 10,000.00

Bal.: 2,000

Pd
10-27
#2690-

pd
11-1-00
26930

DAVID S. ROMAN TRUCKING & EXCAVATING
RD#2 BOX 215
REYNOLDSVILLE, PA 15851

DATE	INVOICE NO.
12/6/00	00-T&B-18

BILL TO
TORRELL & BERNARDO
CHEWNING

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	sand mound, ROADS		7,500.00	7,500.00

Total

37,500.00

Pd
4-6-01
#27727

BRANCHES:

JOHNSTOWN, PA

DUBOIS, PA \$504.83

312 W. WASHINGTON AVE.

P. O. BOX G

DU BOIS, PA 15801-0279

**Plumbing & Heating Supply**

PAST DUE ACCOUNTS
 will be subject to a
 late charge of 1.5% per
 month (18% per annum)

TELEPHONE (814) 371-3850

FAX (814) 375-9318

S O D
 TO
 L

TORRELL & BERNARDO REMODELING 1005	
& CUSTOM HOMES	
130 McCRAKEN ROAD	
DU BOIS, PA 15801	

S H P
 T O

TERMS	
ORDER NUMBER	DATE
SALESMAN	Ren
(BAE)	

QUANTITY	ITEM	@	EXTENSION	DISCOUNT	NET AMOUNT
200	PT - 4"- PVC pipe	✓ 1.16	232.00		
4	3244 - 4"- 22° ell	✓ 5.38	21.52		
4	3214 - 4"- 45° ell	✓ 3.40	13.60		
2	3004 - 4"- 90° ell	✓ 4.26	8.52		
2	pts - PVC CEMENT	✓ 3.11	6.22		
2	pts - Primer / cleaner	✓ 3.62	7.24		
200	PT - 3"- PVC pipe	✓ .92	184.00		
10	1004 - 4" Coupler - PVC	✓ 1.94	19.40		
10	1003 - 3" Coupler - PVC	✓ 1.18	11.80		
			504.30	-10	453.87
				SUB. TOTAL	453.87
				TAX	27.24
				TOTAL	481.11

Received by

No. 05537 DB

ORIGINAL

 DELIVERED
 INVOICE

Serving the area for over 50 years

BRANCHES:
JOHNSTOWN, PA
DuBOIS, PA



**312 W. WASHINGTON AVE.
P. O. BOX G
DuBOIS, PA 15801-0279**

Plumbing & Heating Supply

PAST DUE ACCOUNTS
will be subject to a
late charge of 1.5% per
month (18% per annum)

**TELEPHONE (814) 371-3850
FAX (814) 375-9318**

S O L D T TORNELL & BERNARDO REMODELING 1999
& CUSTOM HOMES
130 McCACKEN ROAD
DU BOIS, PA 15801

TERMS	
ORDER NUMBER	DATE
SALESMAN <i>Kan</i>	<i>10-17-00</i>
<i>(Bar)</i>	

Received by

-No. 05538 DB

SUB TOTAL		24.26
TAX		1.46
TOTAL	→	25.72

DELIVERED

INVOICE

Serving the area for over 50 years

ORIGINAL

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11603

TORRELL AND BERNARDO REMODELING AND CUSTOM HOMES

01-1653-CD

VS.
LARUE'S INC.

COMPLAINT

SHERIFF RETURNS

NOW OCTOBER 18, 2001 AT 11:12 AM DST SERVED THE WITHIN COMPLAINT
ON LARUE'S INC., DEFENDANT AT MEETING PLACE, LARUE'S HILLTOP TAVERN,
RD#4 BOX 465, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO
JACK CHEWNING, OWNER A TRUE AND ATTESTED COPY OF THE ORIGINAL
COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: SNYDER/SHULTZ

Return Costs

Cost	Description
30.69	SHFF. HAWKINS PAID BY: ATTY
10.00	SURCHARGE PAID BY: ATTY.

FILED

NOV 02 2001

OP.22 am
William A. Shaw
Prothonotary
E. Koy

Sworn to Before Me This

2nd Day Of November 2001
WILLIE

So Answers,

Chester A. Hawkins
by Marilyn Harris
Chester A. Hawkins

Sheriff

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

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

TORRELL AND BERNARDO
REMODELING AND CUSTOM HOMES,
Plaintiff

CIVIL ACTION - LAW

vs.

No. 01-1653-CD

LARUE'S INC.,

Defendant

Type of Pleading:
**Praecipe for Entry
of Appearance**

Filed on Behalf of:
Defendant

Counsel of Record for this Party:
Jeffrey M. Gordon, Esquire
Supreme Court No. 55835
152 Jefferson Street
Brookville, PA 15825
(814) 849-6800

FILED

NOV 01 200

William J.
Proffitt

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA
CIVIL ACTION - LAW

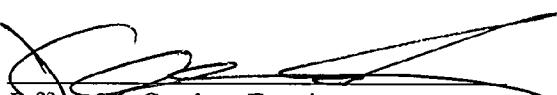
TORRELL AND BERNARDO, :
REMODELING AND CUSTOM HOMES, :
Plaintiff :
: :
vs. : No. 01-1653-CD
: :
LARUE'S, INC., :
Defendant :
:

PRAECIPE FOR ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

Kindly enter my appearance on behalf of LaRue's, Inc., the defendant in the above-referenced matter.

October 31, 2001


Jeffrey M. Gordon, Esquire
Attorney for Defendant

FILED

NOV 01 2001
M 13 Sharp CC
W. H. Sharpen
P.O. Box 325

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

TORRELL AND BERNARDO
REMODELING AND CUSTOM HOMES,
Plaintiff

vs.

LARUE'S INC.,
Defendant

CIVIL ACTION - LAW

No. 01-1653-CD

Type of Pleading:
**Answer and New Matter to
Plaintiffs's Complaint**

Filed on Behalf of:
Defendant

Counsel of Record for this Party:
Jeffrey M. Gordon, Esquire
Supreme Court No. 55835
152 Jefferson Street
Brookville, PA 15825
(814) 849-6800

TO: PLAINTIFF

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


Jeffery M. Gordon, Esquire

FILED

MAR 14 2002

William A. Shaw
Prothonotary

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA
CIVIL ACTION - LAW

TORRELL AND BERNARDO, :
REMODELING AND CUSTOM HOMES, :
Plaintiff :
vs. : No. 01-1653-CD
LARUE'S, INC., :
Defendant :
:

ANSWER AND NEW MATTER TO PLAINTIFF'S COMPLAINT

AND NOW, comes the Defendant, LaRue's, Inc., by and through its attorney, Jeffrey M. Gordon, Esquire, and responds to Plaintiff's Complaint as follows:

1. Admitted.
2. Admitted.
3. Admitted.
4. Denied. It is denied that the amount of Seventeen Thousand Six Hundred Twenty-one and 26/100ths (\$17,621.26) Dollars is due and owing to the Plaintiff. To the contrary, the contract has not been completed and several aspects of the project that have been completed were completed in an unworkmanlike fashion.
5. It is admitted that Defendant has refused to make payment pursuant to Plaintiff's request. By way of further response, the reason for the Defendant's refusal is more specifically set forth in paragraph four (4) of this Answer and other paragraphs which follow.
6. Denied. It is denied that the Defendant breached the subject contract. To the contrary, the Plaintiff breached the subject contract by not completing the contract and by

performing certain aspects of the contract in an unworkmanlike fashion.

WHEREFORE, Defendant demands judgment in its favor.

COUNT II - QUANTUM MERRUT

7. Defendant incorporates paragraphs one (1) through six (6) as if fully set forth herein.
8. Admitted.
9. Denied. Although it is admitted that Plaintiff performed work for the Defendant, the fair market value as set forth in Plaintiff's Complaint is disputed. By way of further response, the value of the work to still be performed pursuant to the terms of the contract, as well as the value of the corrective measures to be taken for work performed by Plaintiff in a substandard manner or in an unworkmanlike manner, may actually exceed the value of Seventeen Thousand Six Hundred Twenty-one and 26/100ths (\$17,621.26) Dollars, as set forth in paragraph nine (9) of Plaintiff's Complaint.

WHEREFORE, Defendant demands judgment in its favor.

COUNT III - UNJUST ENRICHMENT

10. Defendant incorporates paragraphs one (1) through nine (9) as if fully set forth herein.
11. Admitted.
12. Denied. It is denied that Defendant has failed to pay for services. To the contrary, it is the Defendant's position that it has paid in full for all services performed pursuant to the contract.

WHEREFORE, Defendant demands judgment in its favor.

NEW MATTER

AND NOW, comes the Defendant, LaRue's, Inc., and avers New Matter as follows:

13. Plaintiff has breached its contract with the Defendant by failing to complete subject contract or by performing the following aspects of said contract in an unworkmanlike fashion:

- A. In failing to install a properly sized air conditioning system large enough to cool the subject building;
- B. In failing to install a heating system large enough to heat the subject building;
- C. In failing to put sufficient duct work throughout the building so as to aid in the heating and cooling of said building;
- D. In failing to properly install the concrete flooring and in failing to properly incorporate coloring compounds into said concrete;
- E. In failing to properly install expansion joints into the flooring and improperly filling the expansion joints with solid non-expandable materials;
- F. In failing to properly install an outside grease trap;
- G. In failing to conceal piping which is showing through the floor in and around the bar area;
- H. In failing to properly install or by using substandard plumbing materials inside all bathrooms which are now corroding;
- I. In failing to properly seal electrical outlets, windows and door jambs which allow excessive air to pass through these areas;
- J. In failing to properly install attic insulation;
- K. In failing to properly install or failing to install floor drains;
- L. In failing to properly install bifold doors throughout the building;
- M. In failing to properly install all interior doors and exterior man doors;

N. In failing to properly install cement pads outside of exterior doors;

O. In failing to install a cement pad outside the kitchen door;

P. In failing to properly install emergency lighting as set forth in contract;

Q. In failing to properly install drywall, which is sagging and/or cracking;

R. In failing to properly install limestone on the parking lot;

S. In failing to properly install septic system which is now emitting strong odors;

T. In failing to properly install the concrete block walls which are now showing cracks on the exterior of the building;

U. In failing to properly install the upstairs bathtub;

5. In failing to properly follow blueprints and labor and industry plans which necessitated changes to the building and additional charges to the Defendant;

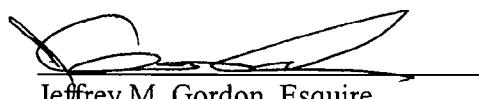
W. In failing to provide vehicular access to the back of the subject building;

X. In failing to properly order materials causing unauthorized changes to be made to the subject building.

14. Plaintiff failed to adhere to the contract by initiating changes to the subject building without signed changed orders.

WHEREFORE, Defendant demands judgment in its favor and against the Plaintiff.

Respectfully submitted,



Jeffrey M. Gordon, Esquire
Attorney for Defendant

CERTIFICATE OF SERVICE

I, Jeffrey M. Gordon, Esquire, Attorney for Defendant, hereby certify that on this 14th day of March, 2002, a true and correct copy of the Defendant's Answer and New Matter was forwarded by first-class mail, postage prepaid, to counsel of record for Plaintiff:

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



Jeffrey M. Gordon, Esquire
Attorney for Defendant

FILED

MAR 14 2002

01 3 23 p.m

William A. Shaw

Prothonotary

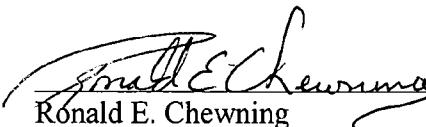
two (2) cc to am [Signature]

01-1653-CJ

VERIFICATION

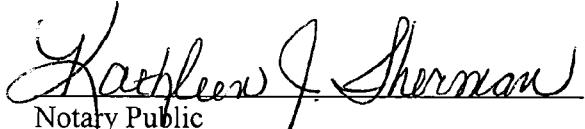
I, Ronald E. Chewning, President of LaRue's, Inc., do hereby verify that I have read the foregoing Answer and New Matter to Plaintiff's Complaint. The statements therein are correct to the best of my personal knowledge or information or belief.

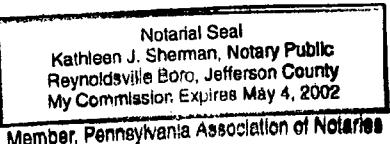
This statement and verification is made subject to the penalties of 18 Pa. P.C.S. §4904 relating to unsworn falsification to authorities, which provides that if I make knowingly false averments I may be subject to criminal penalties.


Ronald E. Chewning
President of LaRue's, Inc.

Sworn to and subscribed before me this

13th day of March, 2002.


Kathleen J. Sherman
Notary Public



FILED

MAR 18 2002
013201noc
William A. Shaw
Prothonotary

Jeffrey M. Gordon

Attorney at Law

(814) 849-6800 ♦ Fax (814) 849-6363



152 Jefferson Street, Brookville, PA 15825

March 15, 2002

Mr. William Shaw
Prothonotary
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

Re: *Torrell and Bernardo Remodeling and Custom Homes v. LaRue's, Inc.*
No. 01-1653-CD

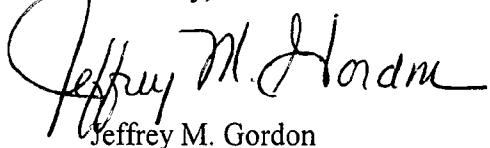
Dear Mr. Shaw:

Please be advised that our office filed an Answer and New Mater to Plaintiff's Complaint on March 14, 2002, in the above-referenced matter. Unfortunately, the Verification page was not included with the pleading.

Therefore, I am enclosing the Verification page which I kindly ask be included with the Answer and New Matter.

I thank you for your anticipated assistance. Should you have any questions, please feel free to contact me.

Sincerely,



Jeffrey M. Gordon

JMG/kjs

Enclosure

cc: David J. Hopkins, Esquire (w/enclosure)

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

TORRELL AND BERNARDO :
REMODELING AND CUSTOM HOMES, :
Plaintiff :
vs. : No. 01-1653 C.D.
LARUE'S, INC., :
Defendant : Type of Pleading: Answer to New Matter
: Filed on behalf of: Torrell and Bernardo
: Remodeling and Custom Homes, Plaintiff.
: Counsel of Record for this party:
: THE HOPKINS LAW FIRM
: DAVID J. HOPKINS, Esquire
: Attorney at Law
: Supreme Court No. 42519
: LEA ANN HELTZEL, Esquire
: Attorney at Law
: Supreme Court No. 83998
: 900 Beaver Drive
: DuBois, Pennsylvania 15801
: (814) 375-0300

FILED

MAY 30 2002
011657HWC *WAS*
William A. Shaw
Prothonotary

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

TORRELL AND BERNARDO	:	
REMODELING AND CUSTOM HOMES,	:	
Plaintiff	:	
	:	
vs.	:	No. 01-1653 C.D.
	:	
LARUE'S, INC.,	:	
Defendant	:	

ANSWER TO NEW MATTER

AND NOW, comes Plaintiff, Torrell and Bernardo Remodeling and Custom Homes, by and through its attorneys, The Hopkins Law Firm, and answers the New Matter of Defendant LaRue's, Inc. as follows:

13. Denied. At all material times hereto, Plaintiff complied with the terms of its agreement and contract with Defendant and performed all work required of the contract in a workmanlike fashion. To the extent any defects do exist, Plaintiff was not given notice of same and the right to cure. Specifically Plaintiff answers each allegation of Defendant as follows:

A. Denied. Plaintiff placed an air conditioning system sufficient in size and capacity for the building with the equipment which Defendant advised Plaintiff would be located within the building. By way of further answer, Defendant was given the opportunity to upgrade the size of the air conditioning system and also to provide air make up units, all of which Defendant voluntarily denied.

B. Denied. To the best knowledge, information and belief of Plaintiff, the heating system supplied by Plaintiff to Defendant is sufficient to heat the subject building.

C. Denied. After consultations between the heating and air conditioning contractor and Defendant, the duct work was installed as agreed by the heating and air conditioning contractor and Defendant.

D. Denied. The concrete flooring was properly installed and the coloring on said flooring is appropriate.

E. Denied. Defendant attempted to save money by installing a concrete floor in the building. The concrete floor was poured using workmanship like methods. Expansion zip joints were used in the pouring of the floor, all of which were completed in a workmanlike manner.

F. Denied. Plaintiff built an outside sand mound to Defendant's specifications. Said specifications did not include an outside grease trap.

G. Denied. Defendant's reconfigured the bar area after the piping was already installed in the concrete and could not be moved without added expense that Defendant did not want to incur. Defendant is solely responsible for the pipe showing.

H. Denied. Plaintiff utilized standard plumbing materials inside all of Defendant's bathrooms. Any corrosion taking place is the result of improper cleaning by Defendant or other actions of Defendant or Defendant's patrons.

I. Denied. All electrical outlets, windows and door jambs were sealed using methods generally accepted in the building and construction industry as being appropriate to seal same.

J. Denied. Plaintiff insulated the attic area to capacity.

K. Denied. All floor drains were properly installed and installed pursuant to the plans prepared by Defendant.

L. Denied. All bifold doors were properly installed throughout the building. Any damages to the doors are the result of improper operation of the doors caused by Defendant or Defendant's patrons.

M. Denied. All interior doors and exterior man doors were properly installed throughout the building. Any damage to the doors are the result of improper operation of the doors caused by Defendant or Defendant's patrons.

N. Denied. All concrete pads Plaintiff was obligated to install have been so installed. By way of further answer, if any concrete pads were not poured it was as a result of ongoing discussions between the Defendant's officers concerning the installation of a grease trap in the area.

O. Denied. All concrete pads Plaintiff was obligated to install have been so installed.

P. Denied. Emergency lighting was installed at every door. Any areas that are not lit are the result of changes made by the Defendant in the design of the building.

Q. Denied. All drywall was properly installed. Any sagging or cracking is the result of the negligence, carelessness or misuse of Defendant and/or Defendant's patrons.

R. Denied. Plaintiff installed gravel on parking lots as required by the contract.

S. Denied. Plaintiff constructed Defendant's septic system according to plans drafted and prepared by Defendant and/or Defendant's agents.

T. Denied. All concrete block installed by Plaintiff was installed in a workmanlike fashion. In the event any cracks are showing on the exterior of the building, it is merely the parchment rather than any structural damage within the concrete block.

U. Denied. The upstairs bathtub was installed in a workmanlike fashion.

V. Denied. Defendant requested Plaintiff to commence construction of the building prior to receiving signed and approved blueprints from the Department of Labor and Industry. After the Department of Labor and Industry reviewed Defendant's blueprints, which were prepared by individuals other than Plaintiff, changes were required by the Department of Labor and Industry. Plaintiff had already begun construction of the building at the request of the Defendant and therefore changes were required to comply with the Department of Labor and Industry.

W. Denied. No plans ever provided for vehicular access to the back of Defendant's building. By way of further answer, Defendant's building was moved back into a hillside at the request of Defendant.

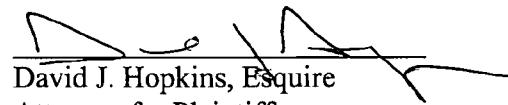
X. Denied. At all material times, Plaintiff utilized appropriate materials within and on the subject building. At all material times, Plaintiff ordered appropriate materials for the building.

14. Denied. Defendant's contract specifically authorizes Plaintiff to make change orders. By way of further answer, Defendant was fully apprised at all times as to

changes in the building. Defendant was at the premises constantly monitoring the progress of the building and involved in every decision concerning the building.

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

Respectfully submitted,



David J. Hopkins, Esquire
Attorney for Plaintiff

VERIFICATION

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

Torrell and Bernardo Remodeling
and Custom Homes

BY: Rob J Bernardo

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

TORRELL AND BERNARDO :
REMODELING AND CUSTOM HOMES, :
Plaintiff :
vs. : No. 01-1653 C.D.
LARUE'S, INC., :
Defendant :
:

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of Plaintiff's Answer to New Matter, filed on behalf of Torrell and Bernardo Remodeling and Custom Homes, was forwarding by first class mail, postage prepaid, on the 30th day of May, 2002, to all counsel of record, addressed as follows:

Jeffrey M. Gordon, Esquire
152 Jefferson Street
Brookville, PA 15825


David J. Hopkins, Esquire
Attorney for Plaintiff

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

TORRELL AND BERNARDO :
REMODELING AND CUSTOM HOMES, :
Plaintiff :
vs. : No. 01-1653 C.D.
: :
LARUE'S, INC., :
Defendant :
: : Type of Pleading: Praeclipe to Discontinue
: :
: : Filed on behalf of: Torrell and Bernardo
: : Remodeling and Custom Homes
: :
: : Counsel of Record for this party:
: :
: : DAVID J. HOPKINS, ESQUIRE
: : Attorney at Law
: : Supreme Court No. 42519
: :
: : 900 Beaver Drive
: : DuBois, Pennsylvania 15801
: :
: : (814) 375-0300

FILED

JUN 04 2003

William A. Shaw
Prothonotary

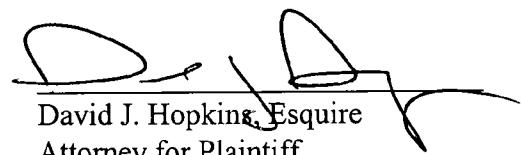
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

TORRELL AND BERNARDO :
REMODELING AND CUSTOM HOMES, :
Plaintiff :
: vs. : No. 01-1653 C.D.
: :
LARUE'S, INC., :
Defendant :
:

PRAECIPE TO DISCONTINUE

TO THE PROTHONOTARY:

Kindly mark the above captioned civil action settled and discontinued.



David J. Hopkins, Esquire
Attorney for Plaintiff

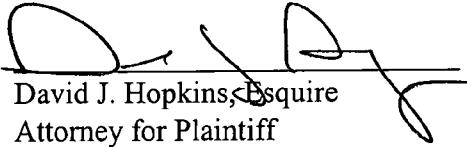
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

TORRELL AND BERNARDO :
REMODELING AND CUSTOM HOMES, :
Plaintiff :
:
vs. : No. 01-1653 C.D.
:
LARUE'S, INC., :
Defendant :
:

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of Praecipe to Discontinue, filed on behalf of Torrell and Bernardo Remodeling and Custom Homes, was forwarding by first class mail, postage prepaid, on the 3rd day of June, 2003, to all counsel of record, addressed as follows:

Jeffrey M. Gordon, Esquire
152 Jefferson Street
Brookville, PA 15825


David J. Hopkins, Esquire
Attorney for Plaintiff

FILED *ICC & Cert. of Disc.*
15A *9:10:00 AM*
JUN 04 2003 *to Attn: J*
Copy to C/A

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

COPY

CIVIL DIVISION

Torell and Bernardo Remodeling and Custom Homes

Vs.
Larue's Inc.

No. 2001-01653-CD

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on June 4, 2003, marked:

Settled and Discontinued

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

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 4th day of June A.D. 2003.

William A. Shaw, Prothonotary