

01-1779-CD  
SCOTT H. FORADO, et ux -vs- MICHAEL E. POWERS et al

IN THE COURT OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

SCOTT H. FORADORA and  
PAULA A. FORADORA, Husband and Wife,  
*Plaintiffs,*

Vs.

MICHAEL E. POWERS, d/b/a  
MICHAEL E. POWERS CONSTRUCTION,  
*Defendants.*

:  
: No. 2001- 1779 - CO  
:  
: Type of Pleading:  
: COMPLAINT  
:  
: Filed on behalf of Plaintiffs  
:  
: Counsel of Record:  
: John H. Foradora, Esquire  
: PONTZER & FORADORA  
: 220 Center Street  
: Ridgway, PA 15853  
: (814)773-3108  
: Atty. I.D. No. 63413  
:  
: JURY TRIAL DEMANDED

**FILED**

OCT 29 2001

William A. Shaw  
Prothonotary

**Court Administrator  
Clearfield County Courthouse  
Second & Market Streets  
Clearfield, PA 16830  
(814)765-2641/ Ext. 5982**



4. Attached to that Contract were housing plans, which were made part of that contract and all of their specifications and details as part of the entire contract, as specified on the face of the contract. These housing plans are attached as Exhibit "B" and incorporated herein by reference as though more fully set forth at length.

5. Although the Contract was to be started within sixty (60) days, Defendant did not start the Contract until June of 2000.

6. From June of 2000 until March of 2001, many delays and deficiencies occurred on the job. These delays and deficiencies caused concern to the Plaintiffs and numerous meetings took place to discuss the problems with the final meeting held on March 7, 2001 in an attempt to avoid any further delays or deficiencies in the work.

7. The result of this meeting was a signed Notice of Assurance, wherein Defendant agreed that he would work forty (40) hours per week until all duties and items on the job were completed. A copy of this Notice of Assurance is attached as Exhibit "C" and incorporated herein by reference as though more fully set forth at length.

8. Even though under the Notice of Assurance, the Defendant had agreed to work forty (40) hours per week, he never did perform forty (40) hours per week at the residence from that point until he left the job on April 4, 2001.

9. On Wednesday afternoon, April 4, 2001, Defendant loaded all of his tools into his truck and left the job site.

10. As of Monday, April 9, 2001, the Defendant had not been on the job, nor made any effort to return to the job or telephone the Plaintiffs. Plaintiffs phone Defendant on this date and verbally informed him that the contract was terminated.

11. The Plaintiffs sent a letter to the Defendant dated April 10, 2001, indicating that he had abandoned the Contract and as such, it was terminated. At the time of sending this letter, completion was already five months past the date by which Defendant told Plaintiffs their house would be completed with a substantial part of the work remaining to be done on the house. A copy of the letter dated April 10, 2001, is attached as Exhibit "D" and incorporated herein by reference as though more fully set forth at length.

12. Plaintiffs then assumed the role of general contractor, contracted with individuals to finish the construction of their dwelling house.

13. The house was completed to the extent of the completion of the Defendant's contract with workers working full-time in excess of sixty (60) hours a week from April 6, 2000 through September 15, 2001, and on that date, Plaintiffs moved into their residence.

### **COUNT I**

#### **COST OVERRUN FROM FAILURE TO COMPLETE CONTRACT**

14. Paragraphs 1 through 13 are incorporated herein as though more fully set forth at length.

15. Based on the Contract attached as Exhibit "A" at the time Defendant left his performance of this contract, the project would have been completed for an additional \$72,000.00.

16. Defendant failed or refused to complete the Contract in a timely fashion, and as such, other contractors and individuals had to be hired to complete the contract.

17. The total cost of completion of the project of Plaintiffs and Defendant's Contract overran \$72,000.00 amount by \$48,000.00.

18. The cost of \$48,000.00 was due to the Defendant's failure or refusal to complete the Contract in a timely manner according to the Contract.

**WHEREFORE**, Plaintiffs respectfully requests this Honorable Court to enter judgment for the Plaintiffs and against the Defendant in the amount of \$48,000, plus interest and costs of suit.  
**Jury trial demanded.**

## **COUNT II**

### **FAILURE TO PERFORM CONTRACT - DEFICIENCIES ON HOME**

19. Paragraphs 1 through 18 are incorporated herein as though more fully set forth at length.

20. Due to the Contractors negligence and failure to properly complete the Contract, the following items were not performed according to Contract with regard to the foundation and concrete:

- (A) No two-inch blue board around the foundation, the homeowner put one inch in on his own;
- (B) Two rebars put in footer as opposed to three;
- (C) Hooks on rebar coming out of the footer every four inches were not put in;
- (D) Flexible water proof membrane was not put around footer;
- (E) A six inch drop into the garage was not achieved;
- (F) There were two courses of six inch block to be in the garage according to the plans, the Defendant used one;
- (G) The footer for the chimney was to be put at the same level as the back of the house, this was not done;
- (H) Step footer was to be used on the house, Defendant used lentils;
- (I) The chimney footer was suppose to be nine feet by eight feet, it was only poured five feet by six feet;

- (J) The top course of blocks was not filled solid;
- (K) A twenty-five foot by two-feet by eight-inch slab was to run under the support columns in basement was not used; and,
- (L) Two floor drains were not put in the house - the bathroom and utility room.

21. Due to the Contractors negligence and failure to properly complete the Contract, the following items were not performed according to Contract with regard to the framing of the house:

- (A) No anchor clips were used for the truss system;
- (B) Four decorative and load bearing brackets were to be made for the house;
- (C) Deck roof was to be stick built with a vaulted ceiling and the vaulted ceiling was not done;
- (D) Louvers on the house were to be working, which they did not;
- (E) Blocking was not put into the walls;
- (F) Eighteen inch overhangs on all roof lines was missed on the gable ends;
- (G) Two step entryway was not accomplished in the house;
- (H) The six inch step down on to the deck was missed;
- (I) Ridge vents were to put on the louvers and they were not;
- (J) The drip edge is the wrong color;
- (K) Faulty installation of the roof, due to the fact that not enough nails were used and the shingles were overlapped incorrectly;
- (L) Twelve inch minimum overhang over master bedroom windows which was not achieved;
- (M) One window in the master bedroom is in the wrong place;
- (N) One window in the kitchen is in the wrong place;
- (O) Passage vent was to be cut between the attic roofs which was not done;



- (P) Five and a quarter inch by sixteen inch by thirty-eight feet parallam was not used in the basement, instead three rim boards were nailed together;
- (Q) The roof window was not installed; and,
- (R) Framing running on eleven feet four inches of the northwest side of the house was done incorrectly by four inches, which caused the roof truss system to overhang incorrectly.

22. Due to the Contractor's negligence and failure to properly complete the Contract, the following items were performed by the Plaintiffs, which were the responsibility of the Defendant:

- (A) All clean-up and disposal;
- (B) Screw all floors down throughout the house and install cement backer board for tile;
- (C) Sealing up the house for winter;
- (D) Research of floor truss system to get it right;
- (E) Brackets for support columns;
- (F) Jacks to put columns in place;
- (G) Research to correct for missed foyer steps without any former of assistance by Contractor;
- (H) Had to obtain columns from Shakespeare and design them without any former of assistance by Contractor;
- (I) Research on stone and design was done by the Plaintiffs themselves without any former of assistance by Contractor;
- (J) Research and lay out of all windows was done by the Plaintiffs themselves without any former of assistance by Contractor;
- (K) Research of all internal materials done by the Plaintiffs themselves without any former of assistance by Contractor;
- (L) Research of all roofing materials was done by the Plaintiffs themselves without any former of assistance by Contractor.

23. Refusal of Contractor to meet with or discuss products with Plaintiffs subcontractors, for example, electrical subcontractor and kitchen supplier.

24. Contractor's negligence on installing items to manufacturer specifications, therefore voiding numerous product warranties.

25. These deficiencies, labor and materials that were not used are solely the fault of the Defendant, without any fault of the Plaintiffs and they have reduced the value of their home and caused them damage.

**WHEREFORE**, the Plaintiffs respectfully requests this Honorable Court to enter a judgment for the Plaintiffs and against the Defendant in an amount in excess of \$25,000.00, plus interest and costs of suit. **Jury trial demanded.**

### **COUNT III**

#### **FRAUDULENT INDUCEMENT**

26. Paragraphs 1 through 25 are incorporated herein as though more fully set forth at length.

27. Defendant misrepresented the fact that he had the ability to be a general contractor to the Plaintiffs.

28. Defendant, at the time of telling the Plaintiffs that he had the capabilities to be a general contractor, knew that he did not have these capabilities.

29. Defendant made these assertions to the Plaintiffs to induce the Plaintiffs to sign the contract for the Defendant to built their house.

30. Plaintiffs were justified in relying on the representations made by the Defendant that he was a general contractor and capable of handling the duties of a general contractor.

31. Because of the Defendant's fraudulent statements and encouragement to enter into this contract, the Plaintiffs suffered the damages laid out above, in that certain deficiencies and items were left out of the Plaintiffs residence.

32. Plaintiffs also suffered the damage of having to act as a general contractor throughout the Contract to a large degree and to a full degree for approximately six months until the completion of the project.

33. Plaintiffs also suffered the damage of having to act as a general contractor when the Defendant was on the job; due to the fact that the Defendant failed or refused to carry out his duties as a general contractor by providing information and asking for questions and comments.

**WHEREFORE**, Plaintiffs respectfully requests this Honorable Court to enter an Order for the Plaintiffs and against the Defendant in an amount in excess of \$25,000.00, plus interest and costs of suit. **Jury trial demanded.**

#### **COUNT IV**

#### **PUNITIVE DAMAGES**

34. Paragraphs 1 through 33 are incorporated herein as though more fully set forth at length.

35. The damages inflicted by the Defendant on the Plaintiffs either occurred intentionally or through carelessness, so reckless and wanton that punitive damages should be added to any compensatory damages in order to punish the Defendant.

36. Without the imposition of punitive damages, the Defendant will continue his fraudulent practices and continue to engage in his fraudulent practices and behaviors to the detriment to the citizens of Clearfield County and the surrounding area, as such, punitive damages should be levied against the Defendant, sufficient to stop these practices.

**WHEREFORE**, the Plaintiffs respectfully requests this Honorable Court to enter judgment for the Plaintiffs and against the Defendant in an amount in excess of \$25,000.00, plus interest and costs of suit, sufficient to punish the Defendant for his fraudulent actions. **Jury trial demanded.**

**COUNT V**

**UNFAIR TRADE AND BUSINESS PRACTICES**

37. Paragraphs 1 through 36 are incorporated herein as though more fully set forth at length.

38. Defendant has violated laws against unfair trade and business practices, 73 P.S. 201-1.

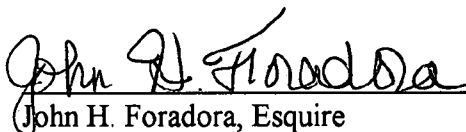
39. Plaintiffs bring this private action pursuant to 73 P.S. 201-9.2 and asks the Court to award three times the amount of actual damages determined.

**WHEREFORE**, the Plaintiffs respectfully requests this Honorable Court to enter an Order for the Plaintiffs and against the Defendant in an amount of three times the trier of fact determines actual damages to be. **Jury trial demanded.**

Respectfully Submitted:

PONTZER & FORADORA

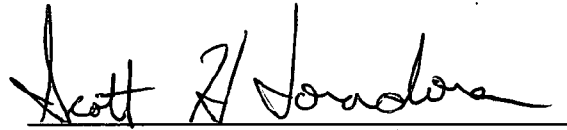
By:



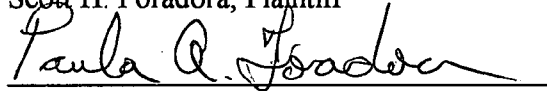
John H. Foradora, Esquire  
Attorney for Plaintiffs

**VERIFICATION**

We, Scott H. Foradora and Paula A. Foradora, verify that the statements made in this Complaint are true and correct to the best of our knowledge, information and belief. We understand that false statements herein are made subject to the penalties of 18 Pa.C.S.A. §4904 relating to unsworn falsification to authorities.



Scott H. Foradora, Plaintiff



Paula A. Foradora, Plaintiff

**AGREEMENT**

**MICHAEL E. POWERS  
AND  
HOMEOWNERS**

THIS AGREEMENT, MADE THIS 24<sup>th</sup> DAY OF MARCH, 2000, BY AND BETWEEN MICHAEL E. POWERS CONSTRUCTION, HEREINAFTER CALLED THE CONTRACTOR, AND SCOTT AND PAULA FORADORIA, HEREINAFTER CALLED THE OWNERS, WITNESSETH;

THAT THE CONTRACTOR AND OWNER FOR THE CONSIDERATION HEREINAFTER NAMED AGREE AS FOLLOWS;

ARTICLE 1: THE CONTRACTOR AGREES TO PROVIDE ALL THE MATERIALS AS SPECIFIED AND TO PERFORM ALL THE LABOR INDICATED IN THE SPECIFICATIONS FOR THE ERECTION OF A DWELLING FOR THE OWNER, THE FORADORAS AT TREASURE LAKE IN THE CITY OF DUBOIS, STATE OF PENNSYLVANIA.

ARTICLE 2: THE OWNER AGREES TO PAY THE CONTRACTOR IN CURRENT FUNDS FOR THE PERFORMANCE OF THE CONTRACT THE AMOUNT OF TWO HUNDRED EIGHTY THOUSAND DOLLARS (\$280,000.00) SUBJECT TO ANY ADDITIONS OR DEDUCTIONS TO THE GENERAL CONDITIONS OF THE CONTRACT AGREED UPON IN WRITING AND TO MAKE PAYMENTS ON ACCOUNT HEREOF UPON PRESENTATION OF PROPER LEIN WAIVERS, AS THE WORK PROGRESSES AND AS FOLLOWS;

**PAYMENT SCHEDULE:**

<u>50,000.00</u>	COMPLETION OF FOUNDATION
<u>135,000.00</u>	COMPLETION OF ROUGH FRAME
<u>45,000.00</u>	COMPLETION OF ROUGH MECHANICS
<u>40,000.00</u>	COMPLETION OF DRYWALL
<u>20,000.00</u>	COMPLETION OF CONTRACT

ARTICLE 3: FINAL PAYMENT SHALL BE DUE IMMEDIATELY IN FULL AFTER COMPLETION OF THE WORK ABOVE MENTIONED. UNTIL SUCH FINAL PAYMENT IS MADE, OWNER SHALL NOT TAKE UP RESIDENCE OR MOVE ANY PERSONAL PROPERTY INTO THE HOUSE. IF THE SAME SHOULD OCCUR, THIS SHALL BE CONSTRUED AS POSSESSION BY THE OWNER AND ACCEPTANCE OF ALL WORK AS IS, AND COMPLETION IN FULL OF THE CONTRACT HEREIN SET FORTH. UPON FINAL PAYMENT, THE PROPER KEYS WILL BE DELIVERED TO THE OWNER AT THAT TIME.

ARTICLE 4: IN THE EVENT THAT CONSTRUCTION CANNOT COMMENCE WITHIN SIXTY DAYS FROM THE DATE OF THIS AGREEMENT AND IF THE REASON FOR THE SAME IS BECAUSE THE OWNER HAS NOT YET OBTAINED FINANCING OR FOR ANY OTHER REASON DOES NOT PROCEED, THEN IT IS UNDERSTOOD, THAT IF PRICE CHANGES IN MATERIALS SHALL OCCUR

EXHIBIT "A"

AFTER THAT SIXTY DAY PERIOD, THE PRICE OF THIS CONTRACT SHALL BE ADJUSTED TO PROPORTIONATELY REFLECT SUCH ADDITIONAL COSTS ATTRIBUTED TO PRICE INCREASES. HOWEVER, IF CONSTRUCTION DOES NOT COMMENCE WITHIN SIXTY DAYS FROM THE DATE OF THIS AGREEMENT BECAUSE CONTRACTOR CANNOT OR DOES NOT BEGIN, THEN ANY SUCH PRICE INCREASES SHALL NOT AFFECT THE BASE PRICE OF THIS CONTRACT.

ARTICLE 5: UPON THE COMMENCEMENT OF CONSTRUCTION, THE OWNER WILL PROVIDE FOR FIRE, VANDALISM, AND OTHER CASUALTY AND LIABILITY INSURANCE. (HOMEOWNERS POLICY).

ARTICLE 6: THE OWNER WILL ALSO SUPPLY ELECTRIC AND FUEL SERVICE AND PAY THE COST OF SUCH SERVICE AFTER THE COMMENCEMENT OF CONSTRUCTION AND AT THE APPROPRIATE TIME.

ARTICLE 7: CONTRACTOR DOES NOT AND CANNOT ASSUME ANY LIABILITY OR RESPONSIBILITY FOR WORK DONE BY THE CUSTOMER/OWNER, NOR SHALL ANY CREDIT BE GIVEN TO THE OWNER FOR WORK OR LABOR PERFORMED UNLESS THE SAME IS APPROVED BEFOREHAND BY THE CONTRACTOR.

ARTICLE 8: IN THE EVENT THAT THERE ARE ANY SPECIAL CODES FOR REGULATIONS OTHER THAN NORMAL ZONING LAWS AND RESTRICTIONS, THE CUSTOMER SHALL NOTIFY THE CONTRACTOR OF THE SAME.

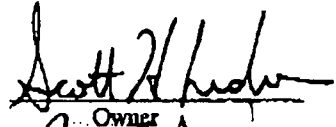
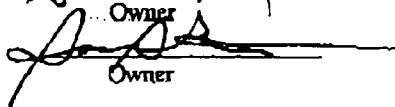
ARTICLE 9: IF ANY CHANGES ARE TO BE MADE TO THIS CONTRACT, SPECIFICATIONS OR THE WORK CALLED FOR HEREIN, AND IF SUCH CHANGES ENTAIL AN INCREASE OR DECREASE IN THE COST OF CONSTRUCTION, A CHANGE ORDER MUST BE EXECUTED IN WRITING BY BOTH OF THE PARTIES HERETO, AND SUCH MODIFICATIONS OR CHANGES PAID FOR BEFORE THERE IS AN OBLIGATION TO THE SAME.

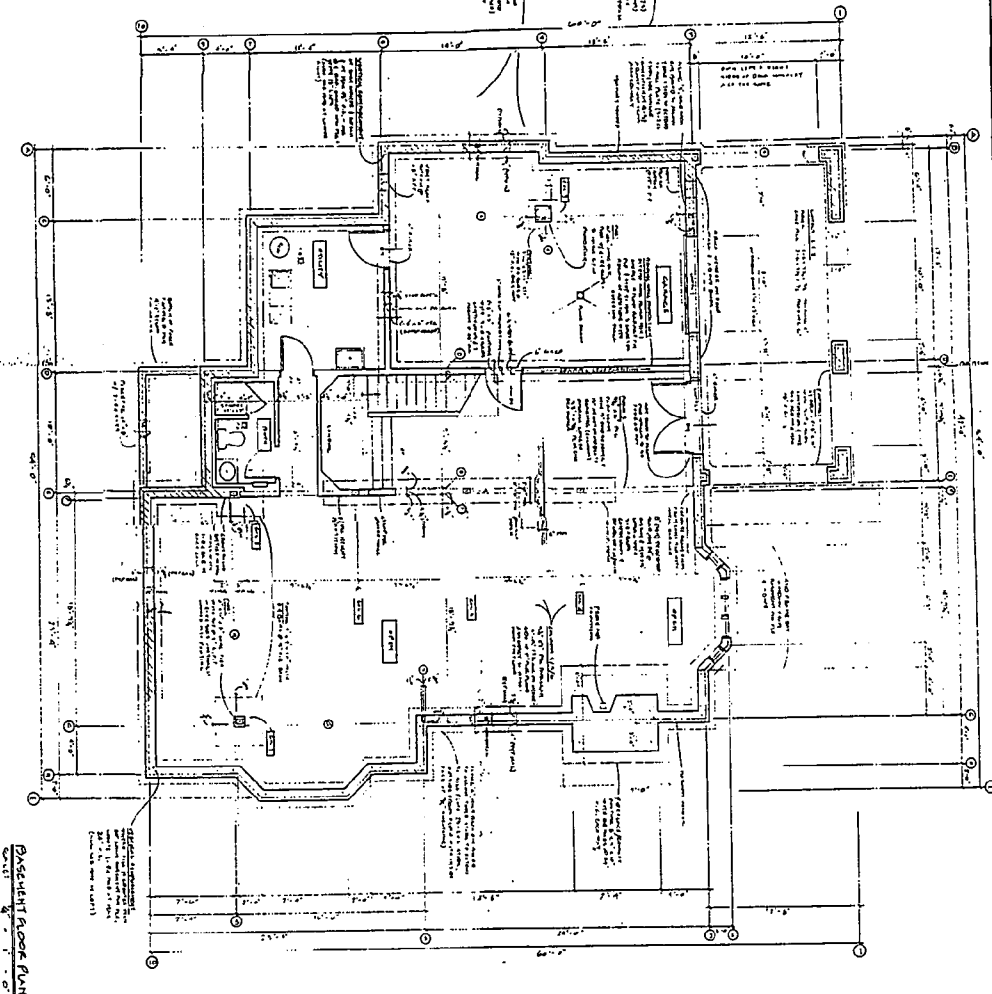
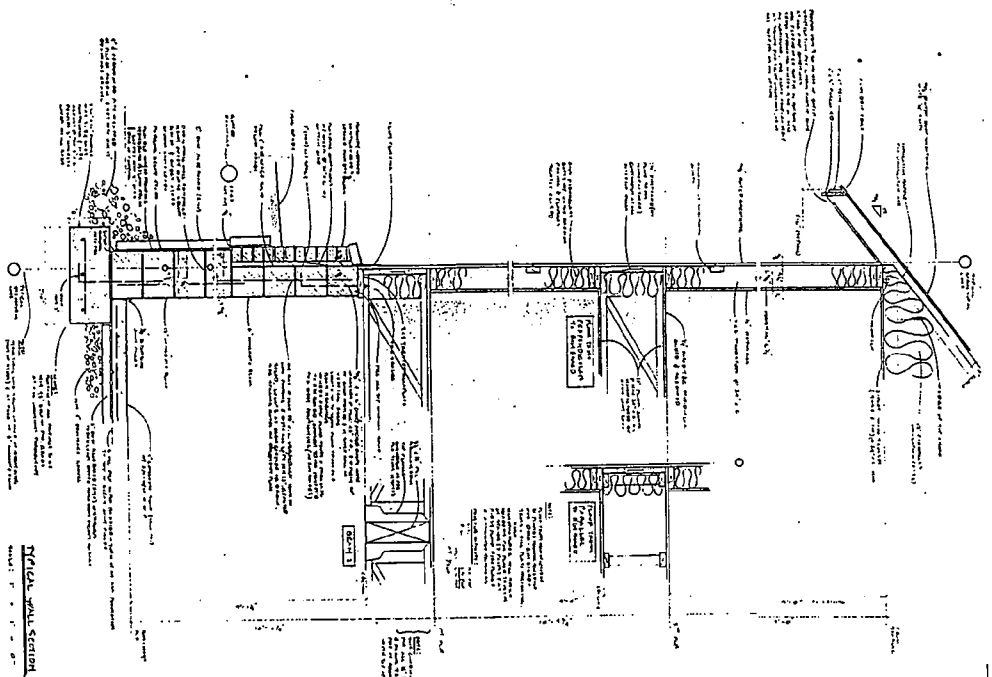
ARTICLE 10: THE CONTRACTOR AND OWNER FURTHER AGREE THAT THE GENERAL SPECIFICATIONS, CONDITIONS, AND BLUEPRINTS TOGETHER WITH THIS AGREEMENT FORM THE ENTIRE CONTRACT, SUCH SPECIFICATIONS, PRINTS, AND CONDITIONS TO BE ATTACHED HERETO.

ARTICLE 11: THE CONTRACTOR RECOGNIZES THE 3-DAY RIGHT TO CANCEL CLAUSE THAT IS MANDATED BY STATE LAW. AFTER SIGNING THIS AGREEMENT, THE CUSTOMER HAS THE RIGHT TO CANCEL THE CONTRACT AND ALL PRECEDING STATEMENTS WILL BE CONSIDERED NULL AND VOID.

THUS, THE CONTRACTOR AND OWNERS HAVE SET THEIR HANDS AND SEALS THE DAY AND YEAR FIRST ABOVE WRITTEN.

  
Michael E. Powers, Contractor

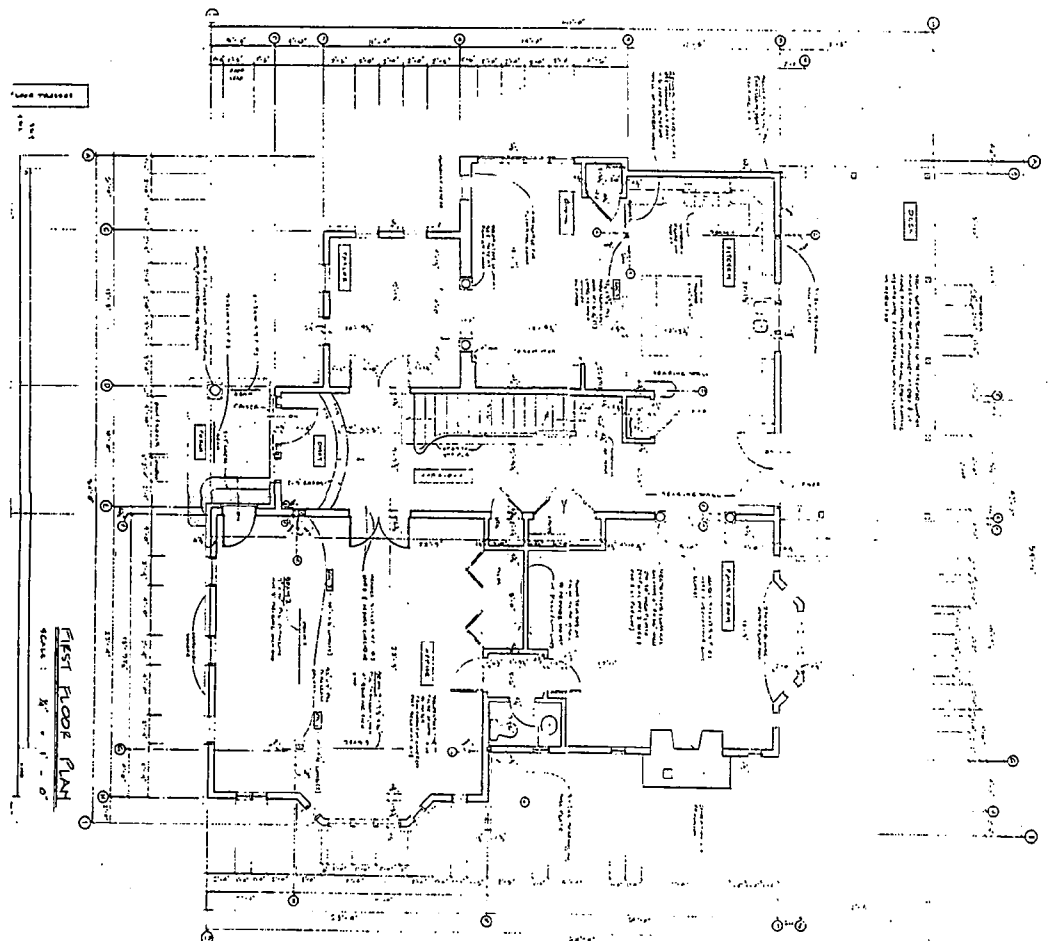
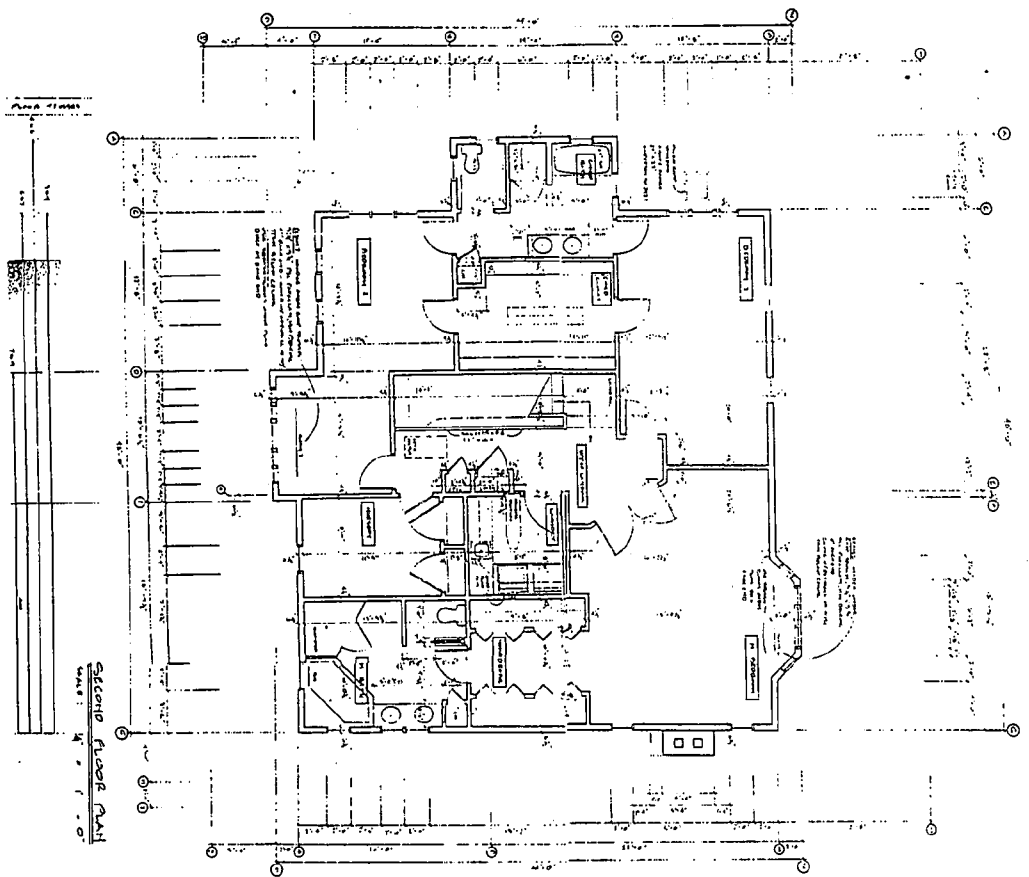
  
Owner  
  
Owner



1	NEW RESIDENCE for <b>SCOTT and PAULA FORADORA</b> 1000 Fremont Lane Dublin, Pennsylvania 15001	 <b>KTH ARCHITECTS</b> 363 STRONG ROAD DUBLIN, PENNSYLVANIA 15001 PHONE: 482-1100 FAX: 482-1100	MICHAEL J. TEPICH, III PROJECT MANAGER JOHN P. BOWEN, III

EXHIBIT "B"





2

NEW RESIDENCE  
for  
SCOTT and PAULA FORADORA

1100 Treasure Lake  
Cotton, Pennsylvania 15011

KTH 008 MD 1989.34

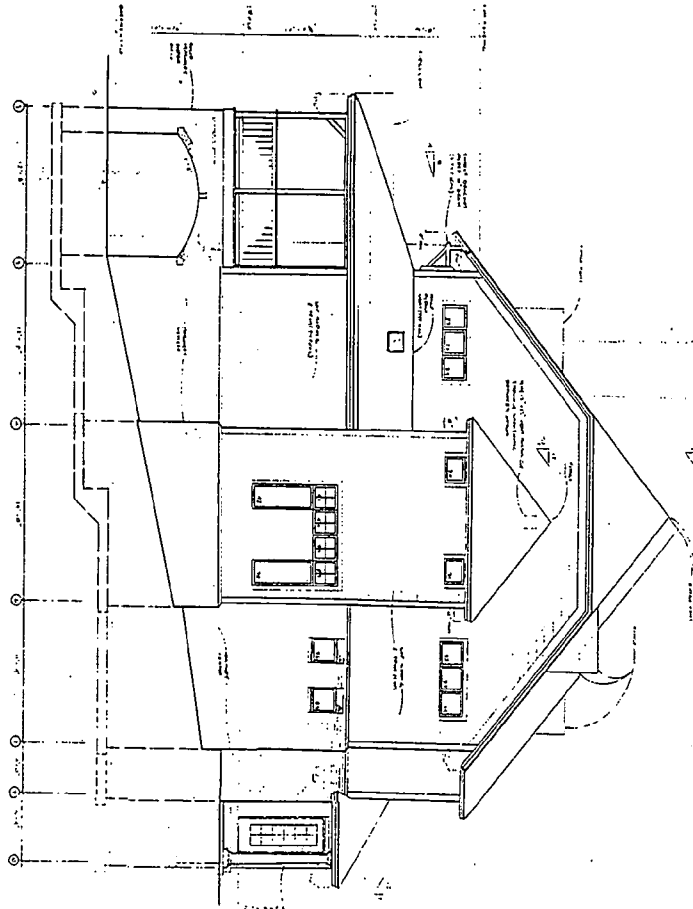


KTH ARCHITECTS

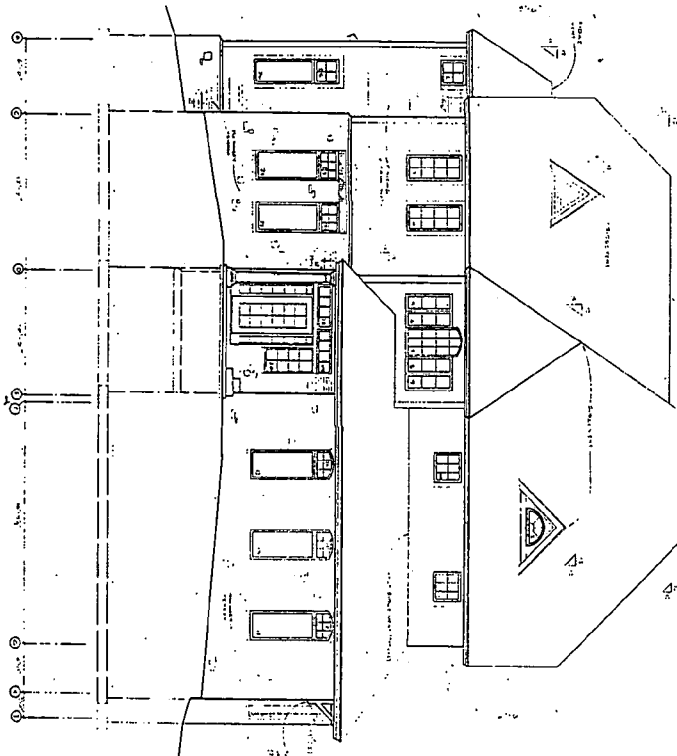
345 AVENUE 19A  
DUBLIN, PENNSYLVANIA, 15001  
PHONE: 412-261-1100  
FAX: 412-261-1100

MEMBERSHIP: NA  
ROBERT W. HALLIDAY, RA  
JOHN P. HART, RA

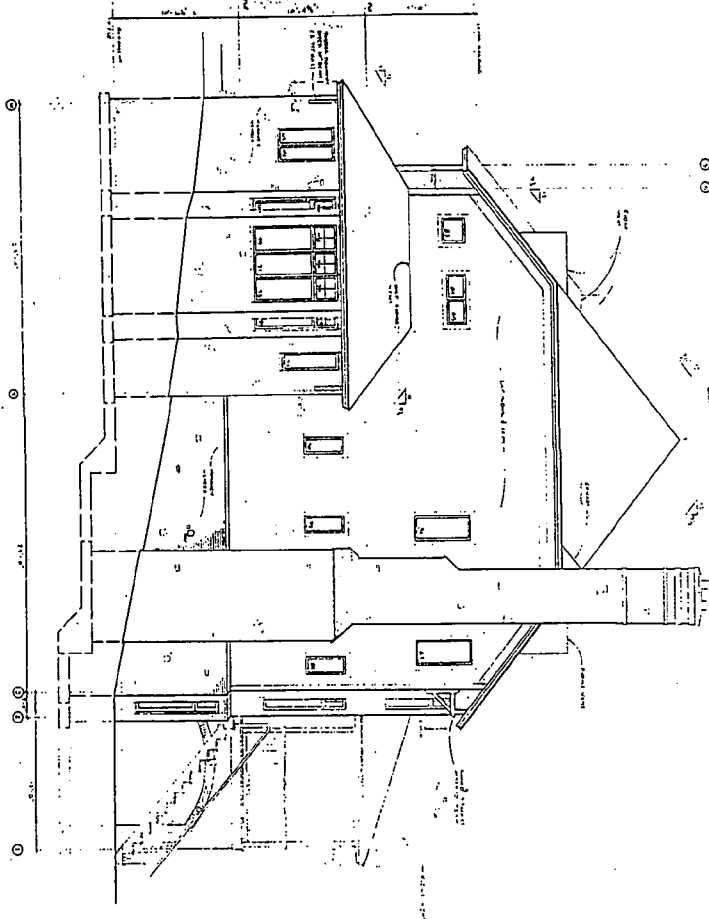
LEFT ELEVATION  
Scale: 1/4" = 1'-0"



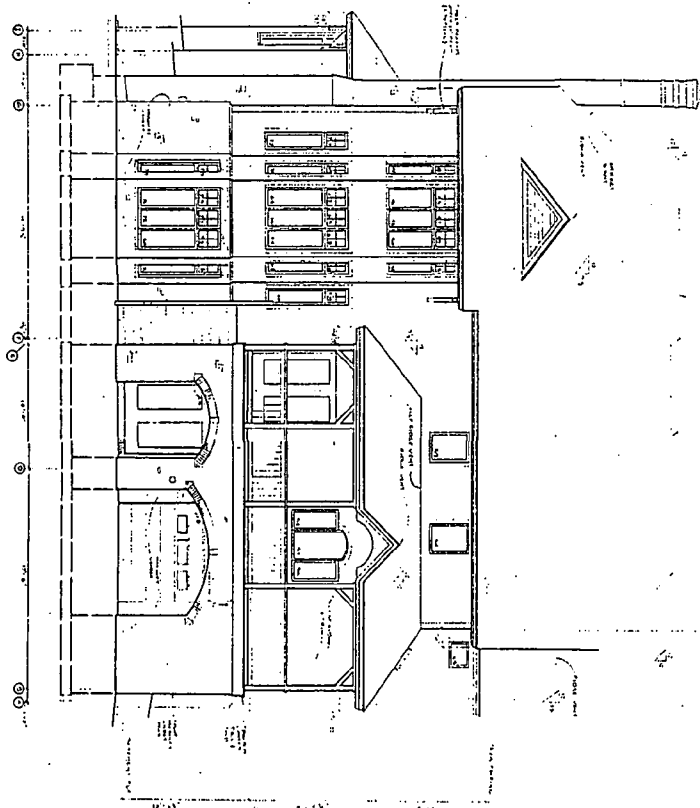
RIGHT ELEVATION  
Scale: 1/4" = 1'-0"

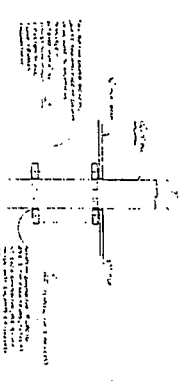


RIGHT ELEVATION  
SCALE: 1/8" = 1'-0"

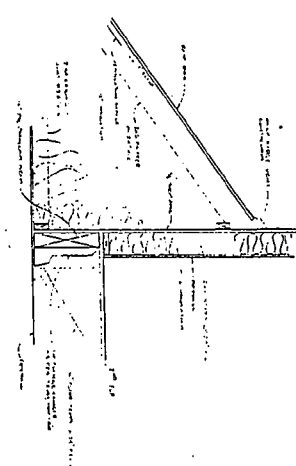


REAR ELEVATION  
SCALE: 1/8" = 1'-0"

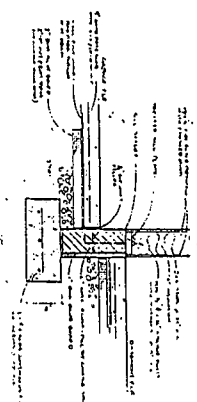




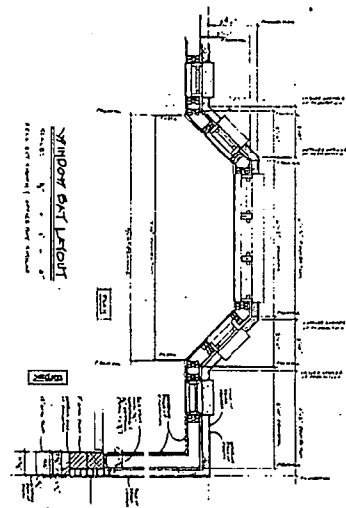
**Section 1: Garage Floor**  
Scale: 1/4" = 1'-0"



**Typical Beam Joist Floor**  
Scale: 1/4" = 1'-0"



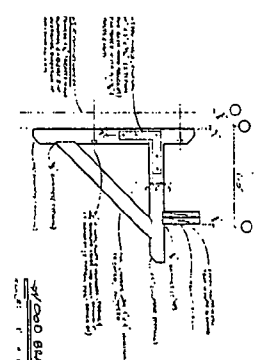
**Detail of Garage Wall**  
Scale: 1/4" = 1'-0"



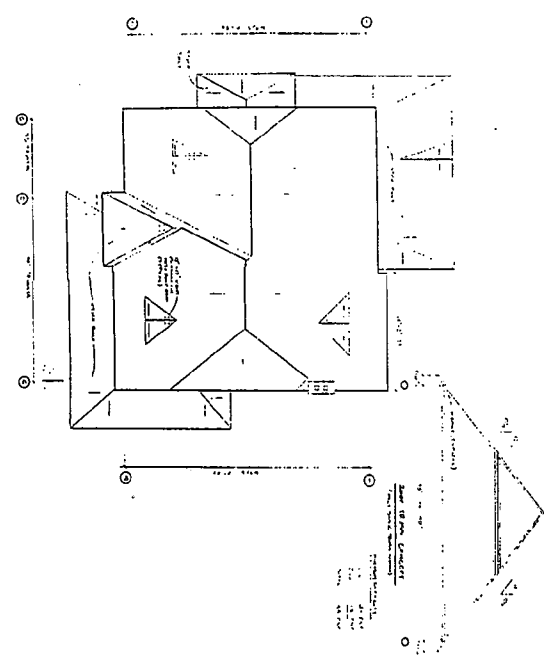
**Window Detail**  
Scale: 1/4" = 1'-0"

**Foundation**

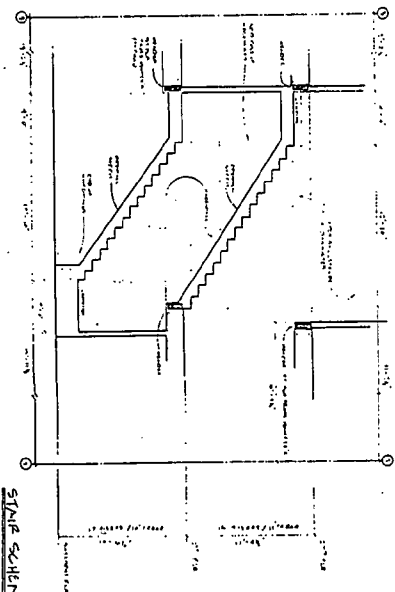
The foundation is designed to support the structure and transfer loads to the ground. It consists of a concrete slab and foundation walls. The foundation walls are 12" thick and are finished with a waterproofing membrane. The slab is 4" thick and is reinforced with #4 bars. The foundation is located on a level site and is not subject to flooding. The foundation is designed to meet the requirements of the International Building Code (IBC) and the Pennsylvania Building Code (PBC).



**Foundation Detail**  
Scale: 1/4" = 1'-0"



**Roof Plan**  
Scale: 1/4" = 1'-0"



**Stair Schematic**  
Scale: 1/4" = 1'-0"

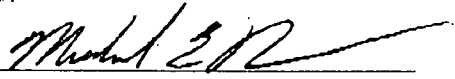
## Notice of Assurance

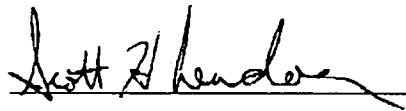
This agreement is made by and between homeowners, Scott H. Foradora and Paula A. Foradora (client), and general contractor Michael E. Powers (contractor) on March 7, 2001 in order to assure that the delays and delinquencies observed on the job site to date will cease.

The following is hereby agreed to:

- 1.) ~~Contractor and all sub-contractors brought on site will complete work in a neat, orderly, professional and consistent fashion until their responsibilities are completed.~~ SHF The general contractor shall assure the clients that the contractor and laborers will work approximately 40 hours per week until their responsibilities on the job are completed.
- 2.) SHF ~~Contractor will advise clients, in an unbiased and professional manner, regarding all construction and finishing details necessary to complete the project.~~
- 3.) Contractor assures there will be no work stoppages for any reason and thoughtful consideration will be paid to the ordering and scheduling of all sub-contractors and materials in order to assure as such.
- 4.) SHF ~~Contractor assures all materials and applications will be installed with the utmost care and attention to detail, and based upon manufacturer specifications. SHF Contractor agrees to discuss the applications and materials with the client.~~
- 5.) Due to the delayed progress of the job to date, contractor and client agree \$12,000 from installment payment number three will be held by the client and paid to the contractor at the completion of all internal work. Completion of internal work is defined as: all work completed and ready for move in by the client.
- 6.) Client agrees to reimburse the contractor for stone materials on site. Contractor assures the client that all materials delivered on site to date have been paid in full by the contractor. Contractor hereby relinquishes title to all materials on site upon receipt of these funds. SHF Not change price for For stone work SHF
- 7.) Contractor assures that Matthew McGarry will ~~complete stonework in a competent and satisfactory manner for the price of \$5.50 per square foot for four inch stone and \$6.50 for veneer stone.~~ SHF Client acknowledges there will be some additional charges for window seals and quoined corners as consistent with previous invoices. If in the event Matt McGarry does not complete job. Then SHF Contractor agrees to find masons to complete job at competitive price. For clients acknowledge reasonable agreement of stone work.

The foregoing is hereby agreed to by and between homeowners, Scott H. Foradora and Paula A. Foradora, and Michael E. Powers, contractor, on this seventh day of March 2001.

  
Michael E. Powers

  
Scott H. Foradora

  
Paula A. Foradora

→ The contractor shall not be responsible for any delays caused by homeowners in ordering of the required materials to complete job.  
SHF

Michael E. Powers  
970 Treasure Lake  
DuBois, PA 15801

April 10, 2001

Re: Foradora House Construction Contract

Dear Mr. Powers:

Based on the assurance commitment that you recently signed, you had agreed to work 40 hours per week to complete our residential construction. You have not done this. Completion now has already been delayed for a period of six months. This letter is notice that we are hereby terminating your contract for your failure to proceed and for your continued refusal in the past to proceed on a timely basis, and perform the services as required by the specifications.

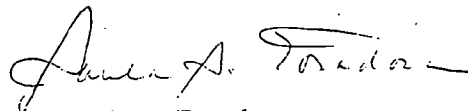
At the present time, there is \$72,000 left to be paid on the contract, assuming all work has been done and all materials installed. There are numerous items that remain to be completed both inside and outside the home. We will proceed to have the home construction completed per the plans and agreed upon specifications. The cost of completion will be paid from the remaining balance of the contract and properly accounted. If the cost of completion exceeds the remaining contract balance, we have the right to hold you responsible.

Thank you for your attention to this matter.

Sincerely:



Scott H. Foradora



Paula A. Foradora

Cc: Robert M. Hanak, Atty., Hanak, Guido and Taladay  
John H. Foradora, Atty., Pontzer & Foradora

EXHIBIT "D"

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

Sheriff Docket # 11696

FORADORA, SCOTT H. & PAULA A.

01-1779-CD

VS.

POWERS, MICHAEL E. d/b/a MICHAEL E. POWERS CONSTRUCTION

COMPLAINT

**SHERIFF RETURNS**

NOW NOVEMBER 1, 2001 AT 10:10 AM EST SERVED THE WITHIN COMPLAINT  
ON MICHAEL E. POWERS d/b/a MICHAEL E. POWERS CONSTRUCTION,  
DEFENDANT AT SHERIFF'S OFFICE, MARKET ST., CLEARFIELD, CLEARFIELD  
COUNTY, PENNSYLVANIA BY HANDING TO JOHN RYAN, ATTORNEY FOR  
DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND  
MADE KNOWN TO HIM THE CONTENTS THEREOF.  
SERVED BY: HAWKINS

**Return Costs**

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

Sworn to Before Me This

*2nd* Day of *November* 2001

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

So Answers,

*Chester A. Hawkins*  
*by Mary Ann Hawkins*  
Chester A. Hawkins  
Sheriff

**FILED**  
NOV 02 2001  
*01219 Fine*  
William A. Shaw  
Prothonotary *WAS*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

SCOTT H. FORADORA and PAULA A.  
FORADORA, husband and wife,  
Plaintiffs

CIVIL DIVISION

No. 01 - 1779 - CD

Vs.

MICHAEL E. POWERS, d/b/a  
MICHAEL E. POWERS CONSTRUCTION,  
Defendant

ANSWER, NEW MATTER AND  
COUNTERCLAIM

Filed on Behalf of:

Defendant, MICHAEL E. POWERS,  
d/b/a MICHAEL E. POWERS  
CONSTRUCTION

Counsel of Record for This  
Party:

JOHN R. RYAN, ESQUIRE  
Pa. I.D. #38739

COLAVECCHI RYAN & COLAVECCHI  
221 East Market Street  
P. O. Box 131  
Clearfield, PA 16830

814/765-1566

**FILED**

NOV 30 2001

William A. Shaw  
Prothonotary

LAW OFFICES OF  
COLAVECCHI  
RYAN & COLAVECCHI  
221 E. MARKET ST.  
(ACROSS FROM  
COURTHOUSE)  
P. O. BOX 131  
CLEARFIELD, PA



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

MICHAEL E. POWERS, d/b/a :  
MICHAEL E. POWERS CONSTRUCTION, : No. 01 - 1779 - CD  
Plaintiff :  
Vs. :  
SCOTT H. FORADORA and PAULA A. :  
FORADORA, husband and wife, :  
Defendants:

NOTICE

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

LAW OFFICES OF  
COLAVECCHI  
RYAN & COLAVECCHI  
221 E. MARKET ST.  
(ACROSS FROM  
COURTHOUSE)  
P. O. BOX 131  
CLEARFIELD, PA

COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
Second and Market Streets  
Clearfield, PA 16830  
Phone 814/765-2641 Ex. 5982

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

SCOTT H. FORADORA and PAULA A. :  
FORADORA, husband and wife, : No. 01 - 1779 - CD  
Plaintiffs: :  
Vs. :  
MICHAEL E. POWERS, d/b/a :  
MICHAEL E. POWERS CONSTRUCTION, :  
Defendant : :

**ANSWER, NEW MATTER AND COUNTERCLAIM**

NOW COMES, Michael E. Powers, d/b/a Michael E. Powers Construction, Defendant above named, and by his Attorney, John R. Ryan, Esquire, files his Answer, New Matter and Counterclaim to the Complaint of Plaintiffs as follows:

1. Admitted.
2. Admitted.
3. Admitted.

4. Admitted in part and denied in part. It is admitted that housing plans drafted by KTH Architects were attached to the contract as alleged, however it is denied that the plans attached to the Plaintiffs' Complaint are the original plans given to Defendant by the architect and attached to the original contract. By way of further response, it is believed and therefore averred that there were in fact several sets of plans prepared as the

Defendant commenced construction of the home pursuant to the contract.

5. Denied insofar as the contract does not specify that the contract was to be started within 60 days. The contract speaks for itself. It is admitted that Defendant started construction in June of 2000, due to the fact that the Plaintiffs contracted with another individual for the demolition of an existing dwelling on the site and for the excavation work necessary for the construction of the new home by Defendant.

6. It is admitted that there were delays in the construction of the home, however the majority of the delays were the result of Plaintiffs' insistence on using his own electrician, who took approximately four (4) months to complete the electrical work, from mid-September of 2000 until mid-January of 2001. During that time, Defendant was unable to perform any work on the interior of the home. It is admitted that a meeting was held on March 7, 2001, which was one of many "meetings" during the time Defendant was working on the home.

7. It is admitted that Defendant signed a document prepared by Plaintiffs titled "Notice of Assurance", which document speaks for itself as to the content thereof.

8. It is denied that Defendant caused any delays in the construction of the home after the electrician hired by the Plaintiffs completed his work in mid-January 2001. As to the

averment that Defendant failed to work forty hours per week, the same is denied. On the contrary, Defendant did devote the necessary time and effort to the completion of the home, and did so whether or not he was physically present on the job site.

9. Admitted. By way of further response, it is averred that Plaintiffs had failed to pay Defendant as required by the contract, and after repeated requests for payment, Defendant had finally advised Plaintiffs that he would do no further work until payment was made.

10. Admitted. At that time, Plaintiffs had been advised by Defendant that no further work would be performed until Plaintiffs made payment as required under the terms of the contract.

11. Admitted insofar as Defendant did receive the said letter from Plaintiffs. It is denied that Defendant abandoned the contract. It is further denied that Plaintiffs was the cause of any delay in the completion of the home, for the reasons set forth above.

12. Defendant is without knowledge as to what Plaintiffs did or did not do with respect to the completion of the home, therefore the averments of Paragraph 12 are denied and strict proof thereof is demanded at the time of trial.

13. Defendant is without knowledge as to whether the home was completed as alleged, therefore the averments of Paragraph 13 are denied and strict proof thereof is demanded at the time of trial.

### COUNT I

14. Paragraphs 1 through and including Paragraph 13 of the Defendant's Answer are incorporated herein by reference as if set forth at length.

15. Admitted in part and denied in part. It is admitted that had Plaintiffs performed their obligations to pay Defendant under the contract, they would have owed Defendant an additional \$72,000.00 to complete the contract. It is denied that Defendant failed to perform under the contract. On the contrary, Defendant performed all work required in a competent and workmanlike fashion and in a timely manner.

16. Denied for the reasons set forth herein above.

17. Defendant is without knowledge as to the total cost of the completion of the contract, therefore the averments of Paragraph 17 are denied and strict proof thereof is demanded at the time of trial.

18. Denied for the reasons set forth herein above.

WHEREFORE, Defendant requests that Count 1 of Plaintiffs' Complaint be dismissed, and that judgment be entered in his favor and against Plaintiffs.

### COUNT II

19. Paragraphs 1 through and including Paragraph 18 of Defendant's Answer are incorporated herein by reference as if set forth at length.

20. Defendant denies the averments of Paragraph 20, and by way of further response avers that any item not furnished or performed by him was the result of lack of detail in the original plans submitted to Defendant by Plaintiffs' architect, or in the alternative was the result of an agreement to delete or alter that those items between Plaintiffs and Defendant during the course of construction.

21. Defendant denies the averments of Paragraph 21, and by way of further response avers that any item not furnished or performed by him was the result of lack of detail in the original plans submitted to Defendant by Plaintiffs' architect, or in the alternative was the result of an agreement to delete or alter that those items between Plaintiffs and Defendant during the course of construction.

22. Defendant is without knowledge as to work performed after he left the job, and therefore denies such averments and demands strict proof at the time of trial.

23. Defendant denies that he was contractually obligated with respect to the electrical aspect of the job or the kitchen, as both those items were the responsibility of the Plaintiffs. Notwithstanding, Defendant did cooperate with the contractors hired by Plaintiffs.

24. Defendant denies that he negligently installed any items, and on the contrary performed any such installation in a

workmanlike and competent manner. Defendant is without knowledge as to whether any warranties were voided, and strict proof of any such matter is demanded at the time of trial.

25. Denied for the reasons set forth herein above.

WHEREFORE, Defendant requests that Count II of Plaintiffs' Complaint be dismissed, and that judgment be entered in his favor and against the Plaintiffs.

### COUNT III

26. Paragraphs 1 through and including 25 of Defendant's Answer are incorporated herein by reference as if set forth at length.

27. Denied. On the contrary, Defendant has built forty to fifty homes in the capacity of a general contractor over the years, and Plaintiffs were and are aware of that fact. By way of further response, it is believed and therefore that Plaintiffs investigated Defendant's reputation as a competent general contractor prior to hiring Defendant to build the home which is the subject matter of this action.

28. Denied for the reasons set forth herein above.

29. Denied for the reasons set forth herein above.

30. Defendant denies any inference that he was not qualified to represent himself as a general contractor, for the reasons set forth herein above.

31. Denied insofar as Defendant at no time made any fraudulent statements to the Plaintiffs, and it is further denied that Plaintiffs have suffered any damages whatsoever as the result of the Defendant's actions herein.

32. Denied. Defendant is without knowledge as to what Plaintiffs did or did not do after Defendant left the job and demands strict proof at the time of trial. Defendant denies that Plaintiffs suffered any damages during the time he was on the job in that Defendant was the general contractor, not Plaintiffs, for the reasons set forth herein above.

33. Denied for the reasons set forth herein above.

WHEREFORE, Defendant request that Count III of Plaintiffs' Complaint be dismissed, and that judgment be entered in his favor and against Plaintiffs.

#### COUNT IV

34. Paragraphs 1 through and including Paragraph 33 of Defendant's Answer are incorporated herein by reference as if set forth at length.

35. It is denied that Plaintiffs are entitled to an award of punitive damages. The balance of the averments of Paragraph 35 represent conclusions of law to which no response is required.

36. The averments of Paragraph 36 are denied for the reasons set forth herein above.



WHEREFORE, Defendant requests that Count IV of Plaintiffs' Complaint be dismissed, and that judgment be entered in his favor and against Plaintiffs.

#### COUNT V

37. Paragraphs 1 through and including Paragraph 36 of Defendant's Answer are incorporated herein by reference as if set forth at length.

38. The averments of Paragraph 38 represent a conclusion of law to which no response is required. To the extent that averments of fact are alleged, the same are denied and strict proof thereof is demanded at the time of trial.

39. The averments of Paragraph 39 represent a conclusion of law to which no response is required. To the extent that averments of fact are alleged, the same are denied and strict proof thereof is demanded at the time of trial.

WHEREFORE, Defendant requests that Count V of Plaintiffs' Complaint be dismissed and that judgment be entered in his favor and against Plaintiffs.

#### NEW MATTER

NOW COMES, Michael E. Powers, d/b/a Michael E. Powers Construction, Defendant above named, and by his Attorney, John R. Ryan, files his New Matter as follows:

40. Paragraphs 1 through and including Paragraph 39 of Defendant's Answer are incorporated herein by reference as if set forth at length.

41. Plaintiffs and Defendant did enter into a contract for the construction of a new home upon property owned by Plaintiffs in the Treasure Lake Subdivision of Sandy Township, Clearfield County, Pennsylvania.

42. At the time of the execution of the contract, Defendant was given a set of design plans for the home which he was to construct, which plans were prepared by KTH Architects at the request and direction of the Plaintiffs.

43. The original set of plans given to Defendant lacked detail in various areas, and eventually there were several sets of plans prepared.

44. In addition, the parties entered into a set of documents entitled "Contract Specifications" which in part delineated certain items which were to be provided by the Plaintiffs, and not by the Defendant. These items were listed at the insistence of the Plaintiffs, and included all excavation, and that Defendant was to responsible for labor only on the kitchen and bathrooms, floor coverings and lighting. A true and correct copy of the said "Contract Specifications" is attached hereto, marked Exhibit "1" and incorporated by reference as if set forth at length.

45. As the result of Plaintiffs taking sole responsibility for the excavation, which required the demolition of an existing structure as well as the excavation work for the new construction, Defendant was delayed in commencing work under the contract until June, 2000. Further, the excavator hired by Plaintiffs failed to perform the excavation work as required by the plans prepared by the architects, thus causing numerous modifications which needed to be made by Defendant. All such modifications were made with the knowledge and upon the agreement of the Plaintiffs as such work was done.

46. In addition, the Plaintiffs insisted on using an electrician of their choosing. The electrician hired by Plaintiffs commenced work in mid-September of 2000 and did not complete his work until mid-January of 2001, all of which caused substantial delay to Defendant in proceeding with the interior work which he had contracted to perform. This delay was solely the result of the Plaintiffs' insistence on using the services of an electrician of their own choosing and was the single most important reason why the construction was not completed in a timely fashion.

47. Throughout the time that Defendant performed work for the Plaintiffs, the Plaintiffs failed to make payment in a timely fashion as required by the contract, often requiring Defendant to make repeated requests for payment for work already completed and materials already supplied by the Defendant.

48. Throughout the time that Defendant worked on the project, he had numerous meetings with one or both of the Plaintiffs regarding changes that the Plaintiffs wished to make to the plans provided to Defendant by the Plaintiffs' architect. Defendant made every attempt to satisfy Plaintiffs by making the changes where possible.

49. Any item of material used by Defendant, or any work performed by Defendant that was not in accordance with the plans was done with the knowledge and upon the agreement of the Plaintiffs.

50. At the time Defendant left the job, Plaintiffs had failed and refused to pay him the amount of Fifty-Two Thousand Dollars (\$52,000.00) for labor performed and materials supplied. Defendant left the job specifically because Plaintiffs were refusing to make such payments for work already performed and for materials already supplied.

WHEREFORE, Defendant requests that judgment be entered in his favor and against the Plaintiffs.

#### COUNTERCLAIM

NOW COMES, Michael E. Powers, d/b/a Michael E. Powers Construction, Defendant above named, and by his attorney, John R. Ryan, Esquire, files his Counterclaim against the Plaintiffs as follows:

51. Paragraphs 1 through and including Paragraph 50 of the Defendant's Answer and New Matter are incorporated herein by reference as if set forth at length.


52. Plaintiffs were contractually obligated to pay Defendant for materials supplied and labor performed under the terms of the contract between the parties.

53. At the time Defendant left the job, Plaintiffs owed him the total amount of Fifty-Two Thousand Dollars (\$52,000.00) which Plaintiffs have failed and refused to pay.

54. Defendant is entitled to payment of the sum as aforesaid, together with interest and costs of suit.

55. In addition, in the event that the Court determines that any amount is owed by Defendant to Plaintiffs, that amount should be offset by the amount owed by Plaintiffs to Defendant as set forth in Paragraphs 53 and 54.

WHEREFORE, Defendant requests that judgment be entered in his favor and against the Plaintiffs in the amount of Fifty-Two Thousand Dollars (\$52,000.00), together with interest and costs of suit.

  
\_\_\_\_\_  
JOHN R. RYAN, ESQUIRE  
Attorney for Defendant

VERIFICATION

I verify that the statements made in this Answer, New Matter and Counterclaim are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. 4904, relating to unsworn falsification to authorities.

  
\_\_\_\_\_  
MICHAEL E. POWERS

# Michael E. Powers Construction

970 Treasure Lake  
DuBois, Pa 15801  
814-375-2688

## CONTRACT SPECIFICATIONS

NAME SCOTT AND PAULA FORADORA PHONE 371-1664

PROPERTY ADDRESS TREASURE LAKE DUBOIS, PA

### TYPE OF

HOUSE 2 STORY GARAGE \_\_\_\_\_

TOTAL SQUARE FOOTAGE OF FINISHED LIVING  
AREA APPRX. 3800 SQ/FT

FIRST FLOOR \_\_\_\_\_ SECOND  
FLOOR \_\_\_\_\_ BASEMENT \_\_\_\_\_

GARAGE \_\_\_\_\_ OTHER \_\_\_\_\_

EXCAVATION - ALL EXCAVATION TO BE PROVIDED BY HOMEOWNERS.

[ ] Clear lot, stumps and debris necessary for house construction and driveway only. \_\_\_\_\_

[ ] Dig foundation and footers. \_\_\_\_\_

[ ] Dig runoff ditch for footer drains. \_\_\_\_\_

[ ] Dig ditch for utilities and install - 60' max. - additional distance is extra. \_\_\_\_\_

[ ] Shale or crushed stone for driveway base - 60' max. - additional is extra \_\_\_\_\_

[ ] Backfill with material on site. If additional drainage material is necessary, shale will be provided at an additional cost to the homebuyer. \_\_\_\_\_

[ ] Fill material for house, garage, porches. \_\_\_\_\_

[ ] Rough grading. \_\_\_\_\_

[ ] Finish grading. \_\_\_\_\_

[ ] Standard "rock clause" applies to excavation. \_\_\_\_\_

[ ] Gravel or crushed stone for driveway at 60' max. \_\_\_\_\_

[ ] Survey, building permits and POA fees for Treasure Lake homes to be provided by contractor. \_\_\_\_\_

Exhibit

"1"

<<<<<ADDITIONAL>>>>>

- ☐ Culvert pipe for driveway \_\_\_\_\_
- ☐ Downspouts piped into drain pipe to gravity \_\_\_\_\_
- ☐ Additional fill needed or removed \_\_\_\_\_
- ☐ Water tap on fee, if required \_\_\_\_\_
- ☐ Landscaping and/or Topsoil \_\_\_\_\_
- ☐ Natural Gas tap on fee, if required \_\_\_\_\_
- ☐ \_\_\_\_\_

FOUNDATION

- ☒ Footer: ~~8"~~<sup>10"</sup> x 18" formed. 10" x 24"
- ☒ Footer drains: 4" pipe on gravel base, covered with gravel. \_\_\_\_\_
- ☒ Floor drains: 1 basement 1 garage
- ☒ Rough grade basement floor: 2" average gravel \_\_\_\_\_
- ☒ Foundation walls: ~~12~~<sup>13</sup> course 10" block for house foundations: 4 courses minimum 8" block for garages, porches, etc. 4 courses minimum 10" block for step footers. \_\_\_\_\_
- ☒ Waterproofing: Parge and Tar \_\_\_\_\_
- ☒ Cellar windows: 2 2-block standard \_\_\_\_\_
- ☒ Garage \_\_\_\_\_
- ☒ Porches FRONT AS PER PLAN.
- ☒ Anchor bolts 1/2" x 10" \_\_\_\_\_

<<<<<ADDITIONAL>>>>>

- ☐ Additional block courses over 5 for porches, garages, etc. will be charged to the homeowner at a per-block price \_\_\_\_\_

FRAMING

- ☒ 2" x 6" treated sill plates with sill sealer \_\_\_\_\_
- ☒ 2" x 10" main beam GLUE LAMB OR L.V.L.'S
- ☒ 4" steel beam support columns \_\_\_\_\_



☒ 2" x 10" floor joists O.F.J. 2000

☒ 3/4" subfloor tongue and groove plywood, nailed and glued OR O.S.B.

☒ 2" x 6" exterior wall plates with double top plate

☒ 2" x 6" exterior stud walls 16" on center

☒ 2" x 10" window and door headers

☒ 7/16" OSB exterior wall sheathing

☒ 2" x 4" interior stud walls 16" on center

☐ Roof trusses

☒ Rafters and ceiling joists

☐ Vaulted ceilings

☐ Cathedral ceilings

☐ Tray ceilings

☒ 5/8" OSB roof sheathing

☒ 15# felt paper

☒ 240# fiberglass shingles 30 yr. - LANDMARK

☒ Ridge vent

☒ 2" x 6" sub-fascia

☒ 12" overhangs: front, rear, gable

☒ Windows and doors: (see windows and doors schedule)

<<<<ADDITIONAL>>>>

☐ Sunken living room area

☐ Shutters

☒ Sky lights

☒ Dimensional shingles - LANDMARK

☐ Tyvek or Barricade housewrap

☐

**SIDING, SOFFIT/FASCIA, GUTTERS**

☒ Vinyl siding: Alcoa Brentwood LIBERTY ELITE

☒ Soffit: 12" vinyl

☒ Fascia: aluminum

☒ Gutters: seamless aluminum: downspouts run to grade

<<<<<ADDITIONAL>>>>>

☐ Siding: Cedar ( ) 1/2" x 8" lap, ( ) tongue and groove, ( ) 1" x 10" channel rustic  
T-1-11 Other

☐ Soffit: exterior grade plywood

☐ Fascia: wood

☐ Trim boards

☐ Decorative trims

☐ Stain

☒ Porch posts 1 - FRONT ELEVATION - ALUMINUM

☐

**MASONRY**

☒ Brickwork \$13,000.00 ALLOWANCE

☒ Concrete: ( ) Basement floor, 4" average ( ) Garage floor, 4" average ( ) Porches and  
patios FRONT - AS PER PLAN

<<<<<ADDITIONAL>>>>>

☒ Stonework

☐ Walkways

☐ Driveway

☐ Colored Mortar

☐ Brick to grade

**FIREPLACE: ON \$12,000.00 ALLOWANCE. CUSTOMERS' ALLOWANCE TO INCLUDE ANY AND ALL OF THE FOLLOWING ITEMS FOR THE FIREPLACE IN THE HOME. ANYTHING ABOVE ALLOWANCE AMOUNT IS CUSTOMERS' RESPONSIBILITY TO**

PURCHASE. - MASONRY.

Fireplace Unit, Brick, Stone, Marble, Granite, Mantel, Hearth, Woodburner, Flue, and Labor.

**PLUMBING**

☒ Exterior frost-free spigots-2 \_\_\_\_\_

☒ Hot water heater 80 GAL. NAT. GAS \_\_\_\_\_

☒ Supply lines: copper \_\_\_\_\_

☒ PVC waste lines \_\_\_\_\_

☒ Washer/Dryer hook-ups \_\_\_\_\_

☐ Kitchen sink: DBSS \_\_\_\_\_

<<<<<ADDITIONAL>>>>>

☐ Laundry Tub \_\_\_\_\_

☒ Basement stub-ups \_\_\_\_\_

☐ Central Vac \_\_\_\_\_

☐ Laundry Chute \_\_\_\_\_

☐ Appliance Hook-ups \_\_\_\_\_

**ELECTRIC**

☒ Exterior outlets - 7 6 \_\_\_\_\_

☒ 200 amp breaker service \_\_\_\_\_

☒ Smoke alarms 3 \_\_\_\_\_

☒ Phone and cable jacks 6 EACH - NOT INCLUDING OFFICE AREA. -4 office \_\_\_\_\_

☐ Ceiling lights \_\_\_\_\_

<<<<<ADDITIONAL>>>>>

☐ Closet lights \_\_\_\_\_

☐ Security system \_\_\_\_\_

☐ Carbon monoxide detectors \_\_\_\_\_

☐ \_\_\_\_\_

## HEATING

- ☐ Electric baseboard \_\_\_\_\_
- ☐ Propane gas baseboard hot water \_\_\_\_\_
- ☐ Propane gas forced air \_\_\_\_\_
- ☒ Natural gas baseboard hot water H/EFFICIENCY \_\_\_\_\_
- ☐ Natural gas forced air \_\_\_\_\_
- ☐ Fuel oil baseboard hot water \_\_\_\_\_
- ☐ \_\_\_\_\_

<<<<<ADDITIONAL>>>>>

- ☐ Air conditioning \_\_\_\_\_
- ☐ Basement heat: minimum \_\_\_\_\_
- ☐ Basement heat: living space \_\_\_\_\_
- ☐ Garage heat \_\_\_\_\_

☒ BASEMENT TO HAVE HEAT IN CONCRETE FLOOR. \_\_\_\_\_

## INSULATION

- ☒ 6" fiberglass exterior walls R-19 UPGRADE TO R25 IN WALLS AS DISCUSSED \_\_\_\_\_
- ☒ 12" fiberglass ceilings R-38 \_\_\_\_\_
- ☒ 6" basement ceilings UNDER GARAGE AREA \_\_\_\_\_
- ☐ 3 1/2" basement exterior walls \_\_\_\_\_

<<<<<ADDITIONAL>>>>>

- ☐ Garage \_\_\_\_\_
- ☐ \_\_\_\_\_

**BATHROOMS: ON \_\_\_\_\_ ALLOWANCE. CUSTOMERS' ALLOWANCE AMOUNT IS TO INCLUDE ANY AND ALL OF THE FOLLOWING ITEMS FOR ALL BATHROOMS IN THE HOME. ANYTHING ABOVE ALLOWANCE AMOUNT IS CUSTOMERS' RESPONSIBILITY TO PURCHASE.**

Mirrors, Vanities and vanity tops, toilets, tubs/showers, spigots, exhaust fan/light, light bars, paperholders, towel bars, whirlpool, garden tubs, stub-ups, medicine cabinets, shower doors (and

BUILDER TO SUPPLY LABOR ONLY.

labor to install-this pertains to shower doors.)

KITCHEN: ON \_\_\_\_\_ ALLOWANCE. CUSTOMERS' ALLOWANCE AMOUNT IS TO INCLUDE ANY AND ALL OF THE FOLLOWING ITEMS FOR ALL KITCHEN ITEMS IN THE HOME. ANYTHING ABOVE ALLOWANCE AMOUNT IS CUSTOMERS' RESPONSIBILITY TO PURCHASE.

Wall and base cabinets and labor to install, countertops, sink, faucets, garbage disposal, trash compactor.

BUILDER TO SUPPLY LABOR ONLY.

<<<<<ADDITIONAL>>>>>

[ ] Hardware \_\_\_\_\_

[ ] Utility Room cabinetry \_\_\_\_\_

[ ] Appliances \_\_\_\_\_

#### INTERIOR WALL AND CEILING FINISHES

[✓] 1/2" drywall- hung and finished \_\_\_\_\_

[ ] Kal-Kote/Plaster-ceilings only \_\_\_\_\_

[✓] Paint - 1 coat prime, 1 coat finish \_\_\_\_\_

[✓] CEILINGS TO BE DRYWALLED AND PAINTED.

<<<<<ADDITIONAL>>>>>

[ ] Wallpaper \_\_\_\_\_

[ ] Suspended ceiling tiles \_\_\_\_\_

[ ] Panelling: ( ) 1/2" tongue & groove spruce, ( ) 1" x 10" channel rustic, ( ) other \_\_\_\_\_

[ ] Garage \_\_\_\_\_

[ ] \_\_\_\_\_

#### INTERIOR WOODWORK FINISH AND TRIMWORK

[ ] Interior doors: ( ) Flush oak veneer, ( ) 6-panel masonite, ( ) other \_\_\_\_\_

[✓] Hardware: Kwikset or Schlage-standard \_\_\_\_\_

[✓] Window and door casings: ( ) Pine-colonial or ranch, ( ) Oak-colonial or ranch, (✓) other POPULAR

[✓] Shelving: Closet-maid, standard \_\_\_\_\_

☒ Basement treads \_\_\_\_\_

☐ Interior wood finish: ( ) 1 coat stain, 1 coat sand sealer, ( ) 1 coat polyurethane, ( ) varnish.

<<<<ADDITIONAL>>>>

☒ Interior doors: (✓) 6-panel solid pine HOMEDOWNER TO SUPPLY UPSTAIRS DOORS.

☐ Hardware \_\_\_\_\_

☐ Chair rail \_\_\_\_\_

☒ Stair rail AS DISCUSSED.

☐ Crown molding \_\_\_\_\_

☒ Cased openings AND ARCHED OPENINGS.

☐ Oversized windowsills \_\_\_\_\_

☒ Interior wood finish - paint \_\_\_\_\_

☐ Bookshelves \_\_\_\_\_

☐ Specialty items 2 1/2" CASING, APPROX. 6" BASE.

FLOOR COVERINGS: ON \_\_\_\_\_ ALLOWANCE. CUSTOMERS' ALLOWANCE TO INCLUDE ANY AND ALL OF THE FOLLOWING ITEMS FOR ALL FLOORING IN THE HOME. ANYTHING ABOVE ALLOWANCE AMOUNT IS CUSTOMERS' RESPONSIBILITY TO PURCHASE.

BUILDER TO SUPPLY LABOR ONLY.

Vinyl, Carpet, Pad, Ceramic tile, Hardwood, and all labor charges.

LIGHTING: ON \_\_\_\_\_ ALLOWANCE. CUSTOMERS' ALLOWANCE TO INCLUDE ANY AND ALL OF THE FOLLOWING ITEMS FOR LIGHTING OF THE HOME. ANYTHING ABOVE THE ALLOWANCE AMOUNT IF CUSTOMERS' RESPONSIBILITY TO PURCHASE.

Paddle fans, Ceiling lights, Closet lights, Chandeliers, Recessed lights, Track lighting, Exterior lights, Doorbell.

BUILDER TO SUPPLY LABOR ONLY.

#### DECKS AND PORCHES

☒ Front CONCRETE - AS PER PLAN

☒ Rear TREATED AS PER PLAN.

☐ Side \_\_\_\_\_  
☐ Combination \_\_\_\_\_  
☐ \_\_\_\_\_

<<<<<ADDITIONAL>>>>>

☐ Screened in \_\_\_\_\_  
☒ Aluminum columns 1 - FRONT \_\_\_\_\_  
☐ Added stairs, spindles, railing \_\_\_\_\_  
☐ Painting, staining \_\_\_\_\_

#### OTHER

☐ Additional square footage \_\_\_\_\_  
☐ Additional living areas to be finished \_\_\_\_\_

Other items not included above: BASEMENT BATH TO BE FINISHED.  
\_\_\_\_\_  
\_\_\_\_\_

#### DOORS

☒ FRONT DOOR ON \$ 1700.00 ALLOWANCE, INCLUDING LOCKSET AND LABOR TO PAINT OR STAIN AND FINISH. ANY AMOUNT ABOVE ALLOWANCE AMOUNT, CUSTOMER IS RESPONSIBLE FOR.

☒ Patio doors AS PER PLAN \_\_\_\_\_  
☐ French Swing-set \_\_\_\_\_  
☐ Sliders \_\_\_\_\_  
☐ Steel man-doors \_\_\_\_\_  
☐ \_\_\_\_\_

#### GARAGE DOORS

☒ Size 9' x 17' \_\_\_\_\_  
☒ Insulated 2" \_\_\_\_\_

[ ] Style \_\_\_\_\_

<<<<<ADDITIONAL>>>>>

[x] Openers \_\_\_\_\_

[ ] Bilco door \_\_\_\_\_

[ ] \_\_\_\_\_

WINDOWS AS PER PLAN.

[x] Andersen Hi-Performance(Terratone, White or Sandstone) \_\_\_\_\_

[x] Screens \_\_\_\_\_

[x] Grilles-front elevation only AS PER PLAN \_\_\_\_\_

[x] Casements \_\_\_\_\_

[ ] Double-hungs \_\_\_\_\_

[x] Fixed \_\_\_\_\_

[ ] Trapezoid \_\_\_\_\_

[ ] Octagon \_\_\_\_\_

[ ] Round \_\_\_\_\_

[x] AWNING \_\_\_\_\_

<<<<<ADDITIONAL>>>>>

[ ] \_\_\_\_\_

#### WINDOW/DOOR SCHEDULE

Living Room \_\_\_\_\_

Foyer/Entry \_\_\_\_\_

Dining Room \_\_\_\_\_

Kitchen \_\_\_\_\_

Breakfast Nook \_\_\_\_\_

Laundry/Mud room \_\_\_\_\_

Baths: \_\_\_\_\_

Master \_\_\_\_\_

Main \_\_\_\_\_

Powder or 1/2 \_\_\_\_\_

Other \_\_\_\_\_

Beds: \_\_\_\_\_

Master \_\_\_\_\_



Bed #2	
Bed #3	
Bed #4	
Other	
Family	
Garage	
Den/Study	
Basement	
Other	

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA CIVIL ACTION No. 01-1779-CD	
SCOTT H. FORADORA and PAULA A. FORADORA, Husband and Wife, Plaintiffs	vs.
MICHAEL E. POWERS, d/b/a MICHAEL E. POWERS CONSTRUCTION, Defendant	
ANSWER, NEW MATTER AND COUNTERCLAIM	
NOTICE TO PLAINTIFFS: YOU are hereby notified that you are required to file an Answer to the within New Matter and Counterclaim within twenty (20) days after service upon you or judgment may be entered against you.	
<i>John R. Ryan</i> JOHN R. RYAN, ESQUIRE Attorney for Defendant	
COLAVECCHI RYAN & COLAVECCHI <small>ATTORNEYS AT LAW</small> 221 EAST MARKET STREET <small>(ACROSS FROM COURTHOUSE)</small> P. O. BOX 131 CLEARFIELD, PA 16830	

**FILED**  
 10:23 AM  
 NOV 30 2001  
 300  
 Atty Ryan  
 William A. Shaw  
 Prothonotary

IN THE COURT OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

SCOTT H. FORADORA and  
PAULA A. FORADORA, Husband and Wife,  
*Plaintiffs,*

Vs.

MICHAEL E. POWERS, d/b/a  
MICHAEL E. POWERS CONSTRUCTION,  
*Defendants.*

**FILED**

DEC 24 2001

011037120 atty  
William A. Shaw  
Prothonotary

Foradora  
Att

:  
: No. 2001-1779 -C.D.  
:  
: Type of Pleading:  
: REPLY TO NEW MATTER AND  
: COUNTERCLAIM  
:  
: Filed on behalf of Plaintiffs  
:  
: Counsel of Record:  
: John H. Foradora, Esquire  
: PONTZER & FORADORA  
: 220 Center Street  
: Ridgway, PA 15853  
: (814)773-3108  
: Atty. I.D. No. 63413  
:  
: JURY TRIAL DEMANDED

REPLY TO NEW MATTER AND COUNTERCLAIM

40. Allegations in Paragraphs 1 through 39 of Plaintiffs' Complaint are reincorporated and restated herein by reference as though more fully set forth at length.
41. Admitted.
42. Admitted.
43. Denied. Denied and on the contrary it is averred that the Defendant was given the one final set of design plans at least two weeks prior to agreeing to the contract. Defendant picked up the final plans (which were attached to Plaintiff's complaint as Exhibit "B") at the Foradora household with all details, well prior to entering into the contract.

44. Admitted in part, Denied in part. It is admitted that the parties entered into the document entitled "Contract Specifications" this document speaks for itself and it is denied that this document alters the plans in anyway as laid out in the contract, and blueprints for the house.
45. Denied, and on the contrary it is averred that at least one month prior to the May 15, 2000, the Defendant was told that everything would be ready to start on May 15<sup>th</sup>. The Defendant asked for a one week delay in the excavator's time of start approximately one week prior to May 15. After that one week delay, the Defendant was again contacted and he asked for an additional delay to which the Plaintiffs did not agree. The excavation was started the next week and completed in five days, the Defendant then did not perform any work for at least a period of ten days to two weeks before he began work on the footer and then additional delay after the completion of the footer, until the foundation was began. The excavation work was all prepared properly according to the defendant's staking the layout of the house and meeting with the excavator and no objection was ever voiced by Defendant to either the excavator or the Plaintiffs that there was any defects or problems with the excavation at that time. It is further averred, that the Defendant commented on the excellent workmanship of the excavator and indicated that he would like to hire him on future jobs because of his good work and professionalism. It is further averred that no modifications were ever requested prior to the Plaintiffs questioning the Defendant on his own workmanship.
46. Admitted in part, Denied in part. It is admitted that the Plaintiffs hired an electrician of their own choosing and that he worked from sometime in September of 2000 until

January of 2001. It is denied that this caused any delay to the Defendant in proceeding with interior work, or that the delay resulted in any construction not being completed in a timely fashion. On the contrary, it is averred that the foundation was completed, the first week in July of 2000 and framing was not began until the last week of August of 2000, throughout this time no work was done on the house. Further, the plumbing which was required to be done by the Defendant was not completed until three weeks after all electrical work was completed. At no time did the Defendant ever make any complaints about the delay of the work until after he was questioned by the Plaintiffs. Prior to being questioned by the Plaintiffs regarding his delay, he never accused the electrician of any part of the delay. In fact, the electrical work was done in a timely fashion and did not delay any of the work on the house.

47. Denied, and on the contrary it is averred that the Defendant was paid his first two requests on the date they were made. He was paid these amounts even though the work required under those two draws had not been completed. When he requested payment for his third draw, the Plaintiffs indicated that there was work which had not been completed under the first, second and third draw periods. Notice of Assurance which was signed by Defendant and Plaintiffs specifically acknowledges that \$12,000 would be held from the third draw until all items were completed up to that point. As of the date the Defendant left the job, there were still items covered under the first, second and third draws which had not been completed, and therefore, not entitled to be paid.

48. Admitted in part, Denied in part. It is admitted that some minor changes were made to the plans that these items were discussed between Plaintiffs and Defendant. It is denied that any changes were made by the Plaintiffs architect and further denied that any of these changes materially altered the contract, which was why they were never reduced to writing. Further, these minor changes did not cause any delay in the completion of the contract. Many of the changes were made only after improper work was completed by the Defendant and the Defendant indicated there would be a cost involved in changing these errors.
49. Denied, and on the contrary it is averred that there was material used and work performed by the Defendant not in accordance with the plans, which was not done with the knowledge and upon the agreement of the Plaintiffs. In almost every instance, Plaintiffs approached Defendant after they discovered material or upon discovery of material and work not in accordance with the plans. At that time, and after the work had been performed without their consent, Plaintiff elected not to make an issue of certain items. However, these changes in materials were never specifically agreed upon or done with the Plaintiffs knowledge. In fact numerous compromises were made due to the Defendant's defects.
50. It is denied that the Plaintiffs have failed or refused to pay the Defendant, in fact defendant has been paid the cost plus profit of all services rendered.

#### **COUNTERCLAIM**

51. Paragraphs 1 through 39 of the Complaint and 40 through 50 of the New Matter are incorporated herein by reference as though more fully set forth at length.

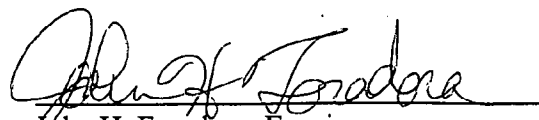
52. Admitted in part, Denied in part. It is admitted that the Plaintiffs and Defendant had a contract and it is further admitted that Plaintiffs should pay Defendant for materials and labor supplied by virtue of a contract; however, it is denied that the amount requested by the Plaintiff is for materials and labor. On the contrary, it is alleged that this amount would be nothing but pure profit for which the Plaintiffs should not pay the Defendant unless the contract was completed to their satisfaction. By way of further averment, the Defendant did not perform sufficiently under the contract to be entitled to these additional monies.
53. Denied, and on the contrary it is averred that at the time the Defendant left the job, the Plaintiffs did not owe him any money, and therefore they have not failed or refused to pay any amounts.
54. Denied, and on the contrary it is averred that at the time the Defendant left the job, the Plaintiffs did not owe him any money, and therefore they have not failed or refused to pay any amounts.
55. Denied and on the contrary it is averred that there is no amount owed from Plaintiffs to Defendant and as such, there would be no reason for offset.

**WHEREFORE**, Plaintiffs respectfully requests this Honorable Court to dismiss the Counterclaim of the Defendant.

Respectfully Submitted:

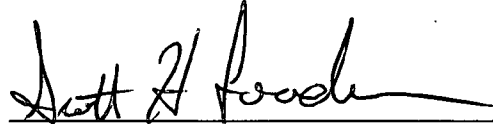
PONTZER & FORADORA

By:

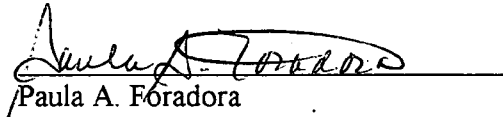
  
John H. Foradora, Esquire

**Verification**

We, Scott H. Foradora and Paula A. Foradora verify that the statements made in this Reply to New Matter and Counterclaim are true and correct to the best of our knowledge, information and belief. We understand that false statements herein made are subject to the penalties of 18 PA.C.S.A. §4904, relating to unsworn falsification to authorities.

A handwritten signature in black ink, appearing to read "Scott H. Foradora", written over a horizontal line.

Scott H. Foradora

A handwritten signature in black ink, appearing to read "Paula A. Foradora", written over a horizontal line.

Paula A. Foradora



**CERTIFICATE OF SERVICE**

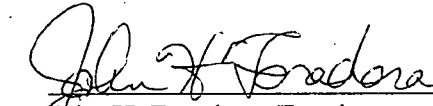
I hereby certify that a true and correct copy of the foregoing Reply to New Matter and Counterclaim was served upon the following counsel and parties of record by United States Mail, first class, postage prepaid, this 24<sup>h</sup> day of December, 2001.

**Addressed As Follows:**

John R. Ryan, Esquire  
Colavecchi, Ryan & Colavecchi  
221 E. Market Street  
P.O. Box 131  
Clearfield, PA 16830

PONTZER & FORADORA

By:

  
\_\_\_\_\_  
John H. Foradora, Esquire  
Attorney for Defendants

IN THE COURT OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

SCOTT H. FORADORA and  
PAULA A. FORADORA, Husband and Wife,  
*Plaintiffs,*

Vs.

MICHAEL E. POWERS, d/b/a  
MICHAEL E. POWERS CONSTRUCTION,  
*Defendants.*

:  
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:  
:  
:  
:  
:  
:  
:  
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:

No. 2001-1779 -C.D.

Type of Pleading:  
PRAECIPE

PRAECIPE TO WITHDRAW APPEARANCE

TO THE PROTHONOTARY:

Kindly withdraw my appearance on behalf of the Plaintiffs in the above captioned case, term and number.

Respectfully Submitted:

PONTZER & FORADORA

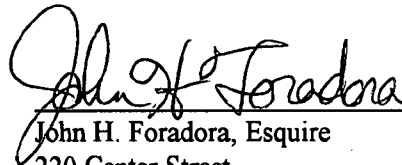
**FILED**

JAN 10 2002

m/10:48/100cc  
William A. Shaw  
Prothonotary

*WAS*

By:



John H. Foradora, Esquire  
220 Center Street  
Ridgway, PA 15853  
(814) 773-3108  
Atty. I.D. No. 63413

PRAECIPE TO ENTER APPEARANCE

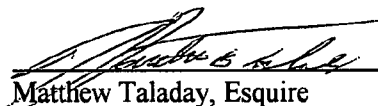
TO THE PROTHONOTARY:

Kindly enter my appearance on behalf of the Plaintiffs in the above captioned case, term and number.

Respectfully Submitted:

HANAK, GUIDO & TALADAY

By:



Matthew Taladay, Esquire  
498 Jeffers Street  
P.O. Box 489  
DuBois, PA 15801  
(814)371-7768

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

SCOTT H. FORADORA and  
PAULA A. FORADORA, Husband  
and Wife,

Plaintiffs

-vs-

MICHAEL E. POWERS, d/b/a  
MICHAEL E. POWERS  
CONSTRUCTION,

Defendant

CIVIL ACTION - AT LAW

No. 2001-1779-CD

Type of Pleading:

Withdrawal of  
Jury Trial

Filed on Behalf of:

Defendants

Counsel of Record for This  
Party:

Matthew B. Taladay, Esq.  
Supreme Court No. 49663  
Hanak, Guido and Taladay  
498 Jeffers Street  
P. O. Box 487  
DuBois, PA 15801

814-371-7768

**FILED**

JAN 21 2002

William A. Shaw  
Prothonotary

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

SCOTT H. FORADORA and  
PAULA A. FORADORA, Husband  
and Wife,

Plaintiffs

-vs-

MICHAEL E. POWERS, d/b/a  
MICHAEL E. POWERS  
CONSTRUCTION,

Defendant

No. 2001-1779-CD

**WITHDRAWAL OF JURY TRIAL**

AND NOW, comes the Plaintiffs, Scott H. Foradora and Paula A. Foradora, by their attorneys, Hanak, Guido and Taladay and hereby file the within Withdrawal of Jury Trial averring as follows:

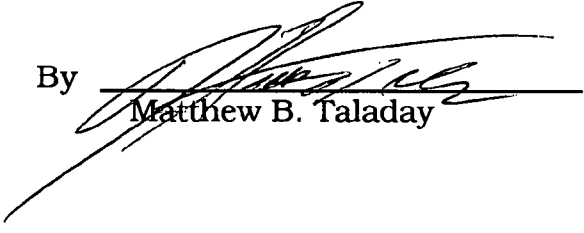
1. This action is an action in breach of contract filed by the Plaintiffs against Michael E. Powers and arising out of a construction contract of March 24, 2000.
2. Defendant has filed a counterclaim seeking money damages.
3. Undersigned counsel has discussed the within Withdrawal of Jury Trial with John Ryan, counsel for Defendant, who has voiced his consent to this waiver.
4. Demand for jury trial was initially filed by Plaintiffs at the time of the filing of the Complaint on October 29, 2001. Plaintiffs

hereby withdraw their demand for jury trial and seek determination of the respective rights and obligations of the parties by nonjury trial.

Respectfully submitted,

HANAK, GUIDO AND TALADAY

By

  
Matthew B. Taladay

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

SCOTT H. FORADORA and  
PAULA A. FORADORA, Husband  
and Wife,

Plaintiffs

-vs-

No. 2001-1779-CD

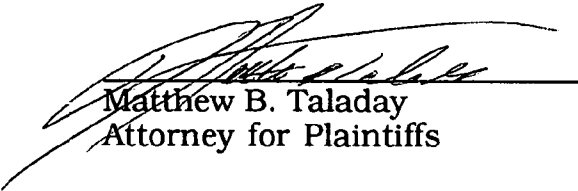
MICHAEL E. POWERS, d/b/a  
MICHAEL E. POWERS  
CONSTRUCTION,

Defendant

CERTIFICATE OF SERVICE

I certify that on the 18th day of January, 2002, a true and correct copy of the foregoing Waiver of Jury Trial was sent via first class mail, postage prepaid, to the following:

John R. Ryan, Esq.  
Attorney for Defendant  
Colavecchi, Ryan & Colavecchi  
P.O. Box 131  
Clearfield, PA 16830



Matthew B. Taladay  
Attorney for Plaintiffs

**FILED**

JAN 21 2002

771057170 CC  
William A. Shaw  
Prothonotary

1 copy CA

A handwritten signature in black ink, appearing to be 'E. A. Shaw', written over the printed name 'William A. Shaw'.

GA

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

SCOTT H. FORADORA and  
PAULA A. FORADORA, Husband  
and Wife,  
Plaintiffs

-vs-

MICHAEL E. POWERS, d/b/a  
MICHAEL E. POWERS  
CONSTRUCTION,  
Defendant

CIVIL ACTION - AT LAW

No. 2001-1779-CD

Type of Pleading:

Motion to Compel  
Discovery Responses

Filed on Behalf of:

Plaintiffs

Counsel of Record for This  
Party:

Matthew B. Taladay, Esq.  
Supreme Court No. 49663  
Hanak, Guido and Taladay  
498 Jeffers Street  
P. O. Box 487  
DuBois, PA 15801

814-371-7768

**FILED**

MAR 27 2002

William A. Shaw  
Prothonotary



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

SCOTT H. FORADORA and  
PAULA A. FORADORA, Husband  
and Wife,  
Plaintiffs

-vs-

MICHAEL E. POWERS, d/b/a  
MICHAEL E. POWERS  
CONSTRUCTION,  
Defendant

No. 2001-1779-CD

**PLAINTIFFS' MOTION TO COMPEL DISCOVERY RESPONSES**

AND NOW, come the Plaintiffs, Scott and Paula Foradora,  
by their attorneys, Hanak, Guido and Taladay, and hereby file the  
within Motion to Compel Discovery Responses.

1. Plaintiffs have instituted this action seeking damages  
in breach of contract to which Plaintiffs have filed New Matter and  
Counterclaim.

2. On December 24, 2001, Plaintiffs submitted a  
Request for Production of Documents under the above caption. A copy  
of that request is attached hereto as Exhibit "A".

3. Defendant has failed to respond to the Plaintiffs'  
discovery requests.

4. Defendant has purposely been dilatory in this matter  
to the prejudice of Plaintiffs and Plaintiffs hereby request this  
Honorable Court to issue an order directing that within twenty days of

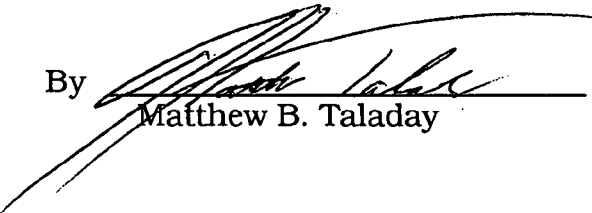
the Court's order, Defendant provide full and complete responses to each and every request for production of document or face sanctions to be determined by the Court upon further motion of Plaintiffs.

WHEREFORE, it is respectfully requested that this motion to compel be granted.

Respectfully submitted,

HANAK, GUIDO and TALADAY

By

  
Matthew B. Taladay

**FILED**

MAR 27 2002

*01332-1 cc atty Taladay*  
William A. Shaw  
Prothonotary

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

SCOTT H. FORADORA and  
PAULA A. FORADORA, Husband  
and Wife,  
Plaintiffs

-vs-

MICHAEL E. POWERS, d/b/a  
MICHAEL E. POWERS  
CONSTRUCTION,  
Defendant

No. 2001-1779-CD

**ORDER**

AND NOW, this 27<sup>th</sup> day of March, 2002,  
upon consideration of Plaintiffs' Motion to Compel Discovery,

IT IS HEREBY ORDERED that the Motion is granted.  
Defendant shall forthwith produce and supply full and complete  
discovery responses within twenty days of the date of this Order. In  
the event that Defendant fails to abide by this Order, this Court may,  
upon further petition of the Plaintiffs, impose appropriate sanctions.

BY THE COURT,

J.

**FILED**

MAR 27 2002

0133211cc atty  
William A. Shaw  
Prothonotary

Taladay  
EX

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

SCOTT H. FORADORA and  
PAULA A. FORADORA, Husband  
and Wife,

Plaintiffs

-vs-

MICHAEL E. POWERS, d/b/a  
MICHAEL E. POWERS  
CONSTRUCTION,

Defendant

CIVIL ACTION - AT LAW

No. 2001-1779-CD

Type of Pleading:

Certificate  
of Service

Filed on Behalf of:

Plaintiffs

Counsel of Record for This  
Party:

Matthew B. Taladay, Esq.  
Supreme Court No. 49663  
Hanak, Guido and Taladay  
498 Jeffers Street  
P. O. Box 487  
DuBois, PA 15801

814-371-7768

**FILED**

APR 03 2002  
m/10:44  
William A. Shaw  
Prothonotary

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

SCOTT H. FORADORA and  
PAULA A. FORADORA, Husband  
and Wife,

Plaintiffs

-vs-

No. 2001-1779-CD

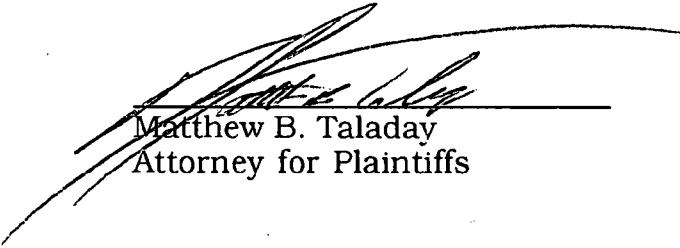
MICHAEL E. POWERS, d/b/a  
MICHAEL E. POWERS  
CONSTRUCTION,

Defendant

CERTIFICATE OF SERVICE

I certify that on the 2nd day of April, 2002, a Court  
certified copy of the Plaintiffs' Motion to Compel Discovery Responses  
and Order of Court was sent via first class mail, postage prepaid, to the  
following:

John R. Ryan, Esq.  
Attorney for Defendant  
Colavecchi, Ryan & Colavecchi  
P.O. Box 131  
Clearfield, PA 16830



Matthew B. Taladay  
Attorney for Plaintiffs

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

SCOTT H. FORADORA and PAULA A.  
FORADORA, husband and wife,  
Plaintiffs

Vs.

MICHAEL E. POWERS, d/b/a  
MICHAEL E. POWERS CONSTRUCTION,  
Defendant

CIVIL DIVISION

No. 01 - 1779 - CD

ORDER

Filed on Behalf of:

Defendant, MICHAEL E. POWERS

Counsel of Record for This  
Party:

JOHN R. RYAN, ESQUIRE  
Pa. I.D. #38739

COLAVECCHI RYAN & COLAVECCHI  
221 East Market Street  
P. O. Box 131  
Clearfield, PA 16830

814/765-1566

**FILED**

JUL 16 2002

m/11:32/3cc atty  
William A. Shaw  
Prothonetary

*Ryan*

LAW OFFICES OF  
COLAVECCHI  
RYAN & COLAVECCHI  
221 E. MARKET ST.  
(ACROSS FROM  
COURTHOUSE)  
P. O. BOX 131  
CLEARFIELD, PA

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

CIVIL DIVISION

No. 01 - 1779 - CD

SCOTT H. FORADORA and PAULA A.  
FORADORA, husband and wife,  
Plaintiffs

vs.

MICHAEL E. POWERS, d/b/a  
MICHAEL E. POWERS CONSTRUCTION,  
Defendant

ORDER

**COLAVECCHI**  
**RYAN & COLAVECCHI**

ATTORNEYS AT LAW  
221 EAST MARKET STREET  
(ACROSS FROM COURTHOUSE)  
P. O. BOX 131  
CLEARFIELD, PA 16830



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

SCOTT H. FORADORA and PAULA A.  
FORADORA, husband and wife,  
Plaintiffs

Vs.

MICHAEL E. POWERS, d/b/a  
MICHAEL E. POWERS CONSTRUCTION,  
Defendant

CIVIL DIVISION

No. 01 - 1779 - CD

MOTION TO COMPEL DISCOVERY  
RESPONSES

Filed on Behalf of:

Defendant, MICHAEL E. POWERS

Counsel of Record for This  
Party:

JOHN R. RYAN, ESQUIRE  
Pa. I.D. #38739

COLAVECCHI RYAN & COLAVECCHI  
221 East Market Street  
P. O. Box 131  
Clearfield, PA 16830

814/765-1566

**FILED**

JUL 12 2002

012:4713cc atty Ryan  
William A. Shaw  
Prothonotary  
H20

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNA.  
CIVIL DIVISION

No. 01 - 1779 - CD

SCOTT H. FORADORA and PAULA A.  
FORADORA, husband and wife,  
Plaintiffs

vs.

MICHAEL E. POWERS, d/b/a  
MICHAEL E. POWERS CONSTRUCTION,  
Defendant

MOTION TO COMPEL  
DISCOVERY RESPONSES

**COLAVECCHI**  
**RYAN & COLAVECCHI**

ATTORNEYS AT LAW  
221 EAST MARKET STREET  
(ACROSS FROM COURTHOUSE)  
P. O. BOX 131  
CLEARFIELD, PA 16830

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

SCOTT H. FORADORA and  
PAULA A. FORADORA, Husband  
and Wife,

Plaintiffs

-vs-

MICHAEL E. POWERS, d/b/a  
MICHAEL E. POWERS  
CONSTRUCTION,

Defendant

CIVIL ACTION - AT LAW

Nc. 2001-1779-CD

Type of Pleading:

Notice  
of Service

Filed on Behalf of:

Plaintiffs

Counsel of Record for This  
Party:

Matthew B. Taladay, Esq.  
Supreme Court No. 49663  
Hanak, Guido and Taladay  
498 Jeffers Street  
P. O. Box 487  
DuBois, PA 15801

814-371-7768

FILED

JUL 16 2002  
mll:adlnoc  
William A. Shaw  
Prothonotary

*File*

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

SCOTT H. FORADORA and  
PAULA A. FORADORA, Husband  
and Wife,

Plaintiffs

-vs-

No. 2001-1779-CD

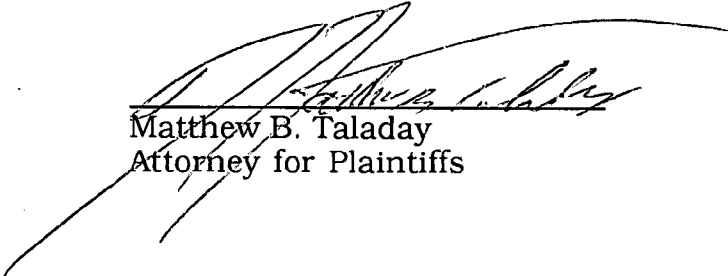
MICHAEL E. POWERS, d/b/a  
MICHAEL E. POWERS  
CONSTRUCTION,

Defendant

NOTICE OF SERVICE

I, Matthew B. Taladay, of Hanak, Guido and Taladay, being  
counsel of record for Plaintiffs, do hereby certify that I propounded on  
Plaintiffs, via United States mail, first class, postage pre-paid, this  
15<sup>th</sup> day of July, 2002, Plaintiffs' RESPONSE TO FIRST SET OF  
DISCOVERY MATERIALS to the below indicated person, at said  
address, being counsel of record for the Defendant:

John R. Ryan, Esq.  
Attorney for Defendant  
Colavecchi, Ryan & Colavecchi  
P.O. Box 131  
Clearfield, PA 16830



Matthew B. Taladay  
Attorney for Plaintiffs

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

SCOTT H. FORADORA and  
PAULA A. FORADORA, Husband  
and Wife,

Plaintiffs

-vs-

MICHAEL E. POWERS, d/b/a  
MICHAEL E. POWERS  
CONSTRUCTION,

Defendant

CIVIL ACTION - AT LAW

No. 2001-1779-CD

Type of Pleading:

Certificate  
of Service

Filed on Behalf of:

Plaintiffs

Counsel of Record for This  
Party:

Matthew B. Taladay, Esq.  
Supreme Court No. 49663  
Hanak, Guido and Taladay  
498 Jeffers Street  
P. O. Box 487  
DuBois, PA 15801

814-371-7768

**FILED**

SEP 03 2002

m / 8:30 / w  
William A. Shaw  
Prothonotary

Lo 4/C

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

SCOTT H. FORADORA and  
PAULA A. FORADORA, Husband  
and Wife,  
Plaintiffs

-vs-

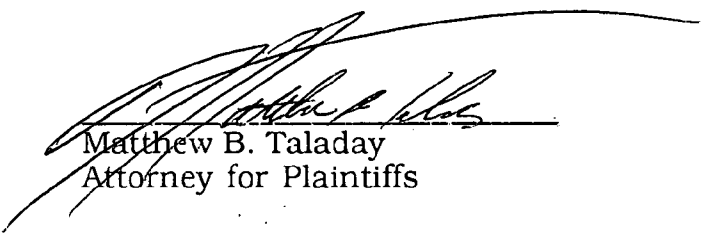
No. 2001-1779-CD

MICHAEL E. POWERS, d/b/a  
MICHAEL E. POWERS  
CONSTRUCTION,  
Defendant

CERTIFICATE OF SERVICE

I certify that on the 30th day of August, 2002, a Notice of  
Deposition, copy of which is attached hereto, was sent via first class  
mail, postage prepaid, to the following:

John R. Ryan, Esq.  
Attorney for Defendant  
Colavecchi, Ryan & Colavecchi  
P.O. Box 131  
Clearfield, PA 16830



Matthew B. Taladay  
Attorney for Plaintiffs

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

SCOTT H. FORADORA and  
PAULA A. FORADORA, Husband  
and Wife,  
Plaintiffs

-vs-

MICHAEL E. POWERS, d/b/a  
MICHAEL E. POWERS  
CONSTRUCTION,  
Defendant

CIVIL ACTION - AT LAW

No. 2001-1779-CD

Type of Pleading:

Notice of  
Deposition

Filed on Behalf of:

Plaintiffs

Counsel of Record for This  
Party:

Matthew B. Taladay, Esq.  
Supreme Court No. 49663  
Hanak, Guido and Taladay  
498 Jeffers Street  
P. O. Box 487  
DuBois, PA 15801

814-371-7768

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

SCOTT H. FORADORA and  
PAULA A. FORADORA, Husband  
and Wife,  
Plaintiffs

-vs-

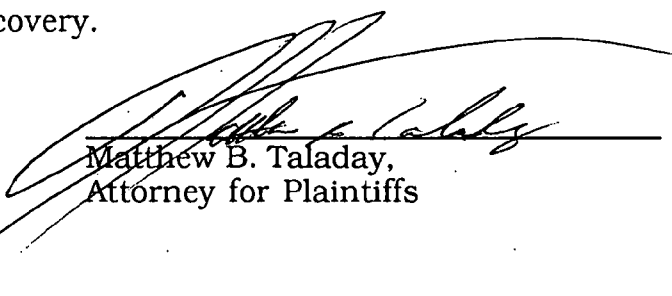
No. 2001-1779-CD

MICHAEL E. POWERS, d/b/a  
MICHAEL E. POWERS  
CONSTRUCTION,  
Defendant

**NOTICE OF DEPOSITION**

TO: MICHAEL E. POWERS  
c/o John R. Ryan, Esq.

TAKE NOTICE that your deposition by oral examination will be taken on **Tuesday, October 1, 2002 at 10:00 a.m.** at the law office of Hanak, Guido and Taladay, 498 Jeffers Street, DuBois, Pennsylvania. This deposition is being taken for the purpose of discovery and for use at trial, pursuant to the Pennsylvania Rules of Civil Procedure regarding Discovery.



Matthew B. Taladay,  
Attorney for Plaintiffs

cc: Schreiber Reporting Service



IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

SCOTT H. FORADORA and  
PAULA A. FORADORA, Husband  
and Wife,

Plaintiffs

-vs-

MICHAEL E. POWERS, d/b/a  
MICHAEL E. POWERS  
CONSTRUCTION,

Defendant

CIVIL ACTION - AT LAW

No. 2001-1779-CD

Type of Pleading:

Praecipe for  
Discontinuance

Filed on Behalf of:

Plaintiffs

Counsel of Record for This  
Party:

Matthew B. Taladay, Esq.  
Supreme Court No. 49663  
Hanak, Guido and Taladay  
498 Jeffers Street  
P. O. Box 487  
DuBois, PA 15801

814-371-7768

FILED

OCT 01 2002

William A. Shaw  
Prothonotary

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

SCOTT H. FORADORA and  
PAULA A. FORADORA, Husband  
and Wife,

Plaintiffs

-vs-

No. 2001-1779-CD

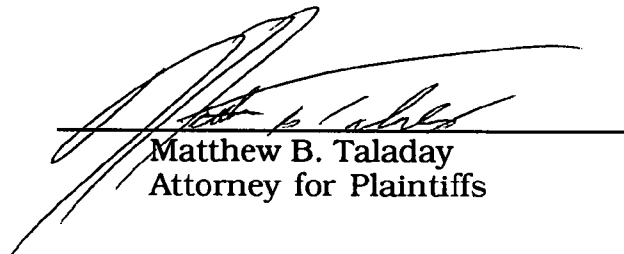
MICHAEL E. POWERS, d/b/a  
MICHAEL E. POWERS  
CONSTRUCTION,

Defendant

**PRAECIPE FOR DISCONTINUANCE**

TO THE PROTHONOTARY:

Kindly mark the above referenced matter settled and  
discontinued.



Matthew B. Taladay  
Attorney for Plaintiffs

FILED

OCT 01 2002

cert advise to Atty  
copy to CIA

WES

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

COPY

CIVIL DIVISION

Scott H. Foradora  
Paula A. Foradora

Vs.

No. 2001-01779-CD

Michael E. Powers d/b/a  
Michael E. Powers Construction

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on October 1, 2002 marked:

Settled and Discontinued

Record costs in the sum of \$122.69 have been paid in full by Matthew B. Taladay, Esq..

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 1st day of October A.D. 2002.

\_\_\_\_\_  
William A. Shaw, Prothonotary