

61-2060-CD  
LEONARD BLOOM et al "vs" CONTINENTAL CONSTRUCTION, INC.

Date: 09/15/2004

Clearfield County Court of Common Pleas

User: BANDERSON

Time: 11:41 AM

ROA Report

Page 1 of 1

Case: 2001-02060-CD

Current Judge: John K. Reilly Jr.

Leonard Bloom, Darlene Bloom vs. Continental Construction, Inc.

District Justice Appeal

Date	Judge	
12/28/2001	Filing: Notice of Appeal/DJ Appeal Paid by: Kevin McKeon, Esquire Receipt number: 1835887 Dated: 12/28/2001 Amount: \$80.00 (Check) Praeclipe to Enter Rule to File Complaint and Rule to File, Praeclipe: To Prothonotary Enter rule upon Bloom, Leonard/Darlene, appellee(s), to file a complaint in this appeal (Common Pleas No. 01-2060-CD) within twenty (20) days after service of rule or suffer entry of judgment of non pros. Rule: To Bloom, Leonard/Darlene, appellee(s)	No Judge ✓
01/07/2002	Proof of Service of Notice of Appeal and Rule to File Complaint. Filed. no cc	No Judge ✓
01/14/2002	Domestic Return Receipt (x2) Filed. no cc	No Judge ✓
01/16/2002	Transcript from Justice Rudella. Filed.	No Judge
01/18/2002	Praeclipe For Entry of Appearance on behalf of Plaintiffs. Filed by s/David C. Mason, Esq. 1 cc to atty	No Judge ✓
02/08/2002	Complaint. Filed by s/David C. Mason, Esq. Verification. s/Leonard Bloom 2 cc Atty Mason	No Judge ✓
02/14/2002	Certificate of Service, Complaint upon Richard W. Saxe, Jr., Esq. Filed by s/David C. Mason, Esq. no cc	No Judge ✓
03/04/2002	Preliminary Objections to Plaintiffs' Complaint. Filed by s/Richard W. Saxe, Jr., Esq. Verification s/Richard W. Saxe, Jr., Esq. Cert of Svc 2 cc to Atty Saxe, Jr.	No Judge ✓
06/19/2002	ORDER, NOW, this 19th day of June, 2002, re: P.O.'s to Plaintiffs' Complaint filed on behalf of Defendant. Objections are SUSTAINED, Plaintiff shall have 20 days from date hereof to file an Amended Complaint to specifically allege the time, date and place that the alleged damages occurred, etc. by the Court, s/JKR,JR.,P.J. 1 cc Atty Saxe, Mason	John K. Reilly Jr. ✓
10/04/2002	Praeclipe to Withdraw/Enter Appearance, filed by Atty. McKeon No Cert. John K. Reilly Jr. ✓ Copies. Kindly withdraw the appearance of Kevin J. McKeon and enter appearance of Kevin J. McKeon.	
09/03/2004	Order AND NOW, this 3rd day of Sept. 2004, it is the Order of the Court that a Status conference has been scheduled for Sept. 22, 2004. S/FJA 1 CC to Attys. Mason and McKeon	John K. Reilly Jr. ✓

support a claim for fraud.

26. Plaintiffs have failed to identify or articulate any specific misrepresentation by Defendants which would give rise to a cause of action for fraud.
27. For the foregoing reasons, Plaintiffs' Complaint fails to state a claim for fraud as a matter of law.

28. In the alternative, Plaintiffs should be required to replead this Complaint setting forth with particularity each and every necessary element of the claim for fraud which they seek herein to advance.

WHEREFORE, Objecting Defendants respectfully request that Counts II and III of Plaintiffs' Second Amended Complaint be dismissed or, in the alternative, Plaintiffs be required to replead same to provide the lacking specificity.

**COUNT IV**  
**DEMURRER/MOTION TO STRIKE/MOTION FOR MORE**  
**SPECIFIC PLEADING TO ALLEGATIONS OF TORTIOUS**  
**INTERFERENCE WITH CONTRACTUAL RELATIONS**

29. Plaintiffs have alleged that objecting Defendants are liable under the theory of tortious interference with contractual relations.

30. A claim for tortious interference with contractual relations is, by definition, only available against a non-party to the contract at issue.

31. Plaintiffs allege, in Count I, that it is objecting Defendants who, as parties to the 1893 lease agreement, breached the 1893 lease agreement in the first instance. (See, Count I).

32. Defendants cannot be liable under a theory of direct breach of contract and a theory of tortious interference with contractual relations.

COURT OF COMMON PLEAS

JUDICIAL DISTRICT

Clearfield

46th

## NOTICE OF APPEAL

FROM

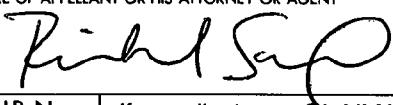
## DISTRICT JUSTICE JUDGMENT

COMMON PLEAS NO.

01-2060-CO

## NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

NAME OF APPELLANT		MAG. DIST. NO. OR NAME OF D.J.	
<b>Continental Construction, Inc.</b>		<b>Rudella: 46-3-03</b>	
ADDRESS OF APPELLANT		CITY	STATE
P.O. Box 126, Johnsonburg Rd.		Ridgeway	PA
DATE OF JUDGMENT	ZIP CODE		
12-7-01	15853		
IN THE CASE OF (Plaintiff)		(Defendant)	
12-7-01 Bloom, Leonard/Darlene		vs. <b>Continental Construction, Inc.</b>	
CLAIM NO.		SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT	
CV 19 0000280-01			
LT 19			
<p>This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.</p> <p>This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.</p> <p>_____ Signature of Prothonotary or Deputy</p>			
<p>If appellant was CLAIMANT (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.</p>			

## PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

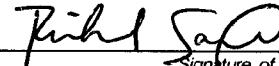
(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

## PRAECIPE: To Prothonotary

Bloom, Leonard/Darlene

Enter rule upon \_\_\_\_\_, appellee(s), to file a complaint in this appeal

Name of appellee(s)

(Common Pleas No. 01-2060-CO) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Signature of appellant or his attorney or agent

**RULE:** To Bloom, Leonard/Darlene, appellee(s).

Name of appellee(s)

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of mailing.

Date: Dec. 28, 2001.

Signature of Prothonotary or Deputy

FILED

DEC 28 2001

 M12:061atty McKeon pd  
William A. Shaw  
Prothonotary

\$80.00

(C) Atty.

COURT FILE TO BE FILED WITH PROTHONOTARY

---

## PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

*(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing the notice of appeal. Check applicable boxes)*

### COMMONWEALTH OF PENNSYLVANIA

COUNTY OF \_\_\_\_\_ ; ss

**AFFIDAVIT:** I hereby swear or affirm that I served

a copy of the Notice of Appeal, Common Pleas No. \_\_\_\_\_, upon the District Justice designated therein on (date of service) \_\_\_\_\_,  by personal service  by (certified) (registered) mail, sender's receipt attached hereto, and upon the appellee, (name) \_\_\_\_\_, on \_\_\_\_\_, 19\_\_\_\_\_,  by personal service  by (certified) (registered) mail, sender's receipt attached hereto.

and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom the Rule was addressed on \_\_\_\_\_, 19\_\_\_\_\_,  by personal service  by (certified) (registered) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 19\_\_\_\_\_

*Signature of affiant*

*Signature of official before whom affidavit was made*

*Title of official*

My commission expires on \_\_\_\_\_, 19\_\_\_\_\_



COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

**46-3-03**

DJ Name: Hon.

**MICHAEL A. RUDELLA**  
Address: **MOUNTAIN VIEW PLAZA**  
**P.O. BOX 210**  
**KYLERTOWN, PA**  
Telephone: **(814) 345-6789** **16847-0000**

**ATTORNEY DEF PRIVATE :**

**KEVIN MCKEON**  
**1400 BANK TOWER**  
**PITTSBURGH, PA 15219**

**NOTICE OF JUDGMENT/TRANSCRIPT  
CIVIL CASE**

PLAINTIFF: NAME and ADDRESS

**BLOOM, LEONARD/DARLENE**  
**P.O. BOX 51**  
**WEST DECATUR, PA 16878**

VS.

DEFENDANT: NAME and ADDRESS

**CONTINENTAL CONSTRUCTION, INC., ET**  
**PO BOX 126**  
**RIDGEWAY, PA 15853**

Docket No.: **CV-0000280-01**  
Date Filed: **10/26/01**



**THIS IS TO NOTIFY YOU THAT:**

Judgment:

**FOR PLAINTIFF**

*01/20/01*

Judgment was entered for: (Name) **BLOOM, LEONARD/DARLENE**

Judgment was entered against: (Name) **CONTINENTAL CONSTRUCTION, INC.**

in the amount of \$ **937.11** on: (Date of Judgment) **12/10/01**

Defendants are jointly and severally liable. (Date & Time) \_\_\_\_\_

Damages will be assessed on: \_\_\_\_\_

This case dismissed without prejudice.

Amount of Judgment Subject to Attachment/Act 5 of 1996 \$ \_\_\_\_\_

Levy is stayed for \_\_\_\_\_ days or  generally stayed.

Objection to levy has been filed and hearing will be held: \_\_\_\_\_

Amount of Judgment	\$ <b>878.61</b>
Judgment Costs	\$ <b>58.50</b>
Interest on Judgment	\$ <b>.00</b>
Attorney Fees	\$ <b>.00</b>
<b>Total</b>	<b>\$ 937.11</b>
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
<b>Certified Judgment Total</b> \$ _____	

Date:	Place:
Time:	

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

12-7-01 Date *M. Rudella*, District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

Date \_\_\_\_\_, District Justice

My commission expires first Monday of January,

**2006**

SEAL

COMMONWEALTH OF PENNSYLVANIA

COURT OF COMMON PLEAS

JUDICIAL DISTRICT

Clearfield

46th

NOTICE OF APPEAL

FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS NO.

01-2060-CO

NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

NAME OF APPELLANT

Continental Construction, Inc.

ADDRESS OF APPELLANT

P.O. Box 126, Johnsonburg Rd.

CITY

Ridgeway

MAG. DIST. NO. OR NAME OF D.J.

Rudella: 46-3-03

STATE

ZIP CODE

PA

15853

DATE OF JUDGMENT

IN THE CASE OF (Plaintiff)

12-7-01

Bloom, Leonard/Darlene

(Defendant)

CLAIM NO.

CV 19 0000280-01

SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT

LT 19

*Rudella*

This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.

This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.

Signature of Prothonotary or Deputy

If appellant was CLAIMANT (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filling his NOTICE of APPEAL.

**PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE**

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

**PRAECIPE:** To Prothonotary

Bloom, Leonard/Darlene

Enter rule upon \_\_\_\_\_, appellee(s), to file a complaint in this appeal

Name of appellee(s)

(Common Pleas No. 01-2060-CO) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

*Rudella*

Signature of appellant or his attorney or agent

**RULE:** To Bloom, Leonard/Darlene

, appellee(s).

Name of appellee(s)

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of mailing.

Date: Dec. 28, 2001.

*William L. Chan*

Signature of Prothonotary or Deputy

I hereby certify this to be a true and attested copy of the original statement filed in this case.

DEC 28 2001

Attest.

*William L. Chan*  
Prothonotary/  
Clerk of Courts

01-2060-60

## PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing the notice of appeal. Check applicable boxes)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF CLEARFIELD ; ss

**AFFIDAVIT:** I hereby swear or affirm that I served

a copy of the Notice of Appeal, Common Pleas No. 01-2060, upon the District Justice designated therein on  
(date of service) JANUARY 4, 2002,  by personal service  by (certified) (registered) mail, sender's receipt attached hereto, and upon the appellee, (name) LEONARDO & VALENE BLOOM, on  
JANUARY 4, 2002  by personal service  by (certified) (registered) mail, sender's receipt attached hereto.

and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom the Rule was addressed on JANUARY 4, 2002,  by personal service  by (certified) (registered) mail, sender's receipt attached hereto.

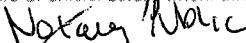
SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS 4th DAY OF JANUARY, 2002



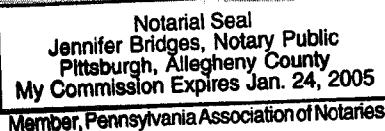
Signature of affiant

Signature of official before whom affidavit was made



Title of official

My commission expires on 10-24-2005



# FILED

JAN 07 2002

11:00 AM

William A. Shaw  
Prothonotary



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

Re: Bloom

EEED	Postage	\$	Postmark Here
2130	Certified Fee		
4	Return Receipt Fee (Endorsement Required)		
5200	Restricted Delivery Fee (Endorsement Required)		
0000	Total Postage & Fees	\$ 3.94	

**Recipient's Name (Please Print Clearly) (to be completed by mailer)**  
The Honorable Michael A. Rudella  
Street, Apt. No.; or P.O. Box No.  
Mountain View Plaza, P.O. Box 210  
City, State, ZIP-4  
Kutztown, PA 16847

PS Form 3800, February 2000

See Reverse for Instructions

**Certified Mail Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- A signature upon delivery
- A record of delivery kept by the Postal Service for two years

**Important Reminders:**

- Certified Mail may ONLY be combined with First-Class Mail or Priority Mail.
- Certified Mail is *not* available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

**IMPORTANT: Save this receipt and present it when making an inquiry.**

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

Re: Bloom

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 3.94

Postmark  
Here

Recipient's Name (Please Print Clearly) (to be completed by mailer)

Leonard and Darlene Bloom

Street, Apt. No., or PO Box No.

P.O. BOX 51

City, State, ZIP+4

West Decatur, PA 16878

PS Form 3800, February 2000

See Reverse for Instructions

**Certified Mail Provides:**

- A mailing receipt
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- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "*Restricted Delivery*".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

**IMPORTANT: Save this receipt and present it when making an inquiry.**

01-2060-CD

FILED

JAN 14 2002

mlar42mxc

William A. Shaw  
Prothonotary

Is your RETURN ADDRESS completed on the reverse side?

**SENDER:**

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

1.  Addressee's Address
2.  Restricted Delivery

Consult postmaster for fee.

Thank you for using Return Receipt Service.

3. Article Addressed to:

Leonard and Darlene Bloom  
P.O. Box 51  
West Decatur, PA 16878

4a. Article Number

7000-0600-0024-0312-0340

4b. Service Type

<input type="checkbox"/> Registered	<input checked="" type="checkbox"/> Certified
<input type="checkbox"/> Express Mail	<input type="checkbox"/> Insured
<input checked="" type="checkbox"/> Return Receipt for Merchandise	<input type="checkbox"/> COD

7. Date of Delivery

1-7-02

5. Received By: (Print Name)

Darlene M Bloom

6. Signature: (Addressee or Agent)

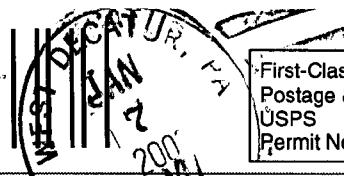
X Darlene M Bloom

8. Addressee's Address (Only if requested and fee is paid)

PS Form 3811, December 1994

Domestic Return Receipt

UNITED STATES POSTAL SERVICE



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

- Print your name, address, and ZIP Code in this box •

Fluke, Weiers and Schmitt, P.C.  
Attorneys at Law

ATTN: Richard W. Saxe, Jr.  
1500 The Bank Tower  
Pittsburgh, PA 15222

Is your RETURN ADDRESS completed on the reverse side?

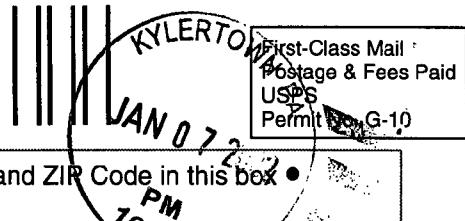
<b>SENDER:</b> ■ Complete Items 1 and/or 2 for additional services. ■ Complete Items 3, 4a, and 4b. ■ Print your name and address on the reverse of this form so that we can return this card to you. ■ Attach this form to the front of the mailpiece, or on the back if space does not permit. ■ Write "Return Receipt Requested" on the mailpiece below the article number. ■ The Return Receipt will show to whom the article was delivered and the date delivered.		I also wish to receive the following services (for an extra fee): 1. <input type="checkbox"/> Addressee's Address 2. <input type="checkbox"/> Restricted Delivery  Consult postmaster for fee.
3. Article Addressed to:  The Honorable Michael A. Rudzik Mountain View Plaza P.O. Box 210 Kylertown, PA 16847	4a. Article Number  7000 0600 0024 0312-0333	
5. Received By: (Print Name)  KAREN Model	4b. Service Type  <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Certified <input type="checkbox"/> Express Mail <input type="checkbox"/> Insured <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> COD	
6. Signature: (Addressee or Agent)  X Karen Model	7. Date of Delivery  1-7-02	
8. Addressee's Address (Only if requested and fee is paid)  Re: Bloom		

PS Form 3811, December 1994

Domestic Return Receipt

Thank you for using Return Receipt Service.

UNITED STATES POSTAL SERVICE



• Print your name, address, and ZIP Code in this box •

Fluke, Weiers & Schmitt, P.C.  
Attorneys at Law  
ATTN: Richard W. Saxe, Jr.  
1400 The Bank Tower  
Pittsburgh, PA 15222

Received on 1/19/02 myp

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

**46-3-03**

DJ Name: Hon.

**MICHAEL A. RUDELLA**  
Address: **MOUNTAIN VIEW PLAZA**  
**P.O. BOX 210**  
**KYLERTOWN, PA**

Telephone: **(814) 345-6789**

**16847-0000**

**NOTICE OF JUDGMENT/TRANSCRIPT  
CIVIL CASE**

PLAINTIFF:

**BLOOM, LEONARD/DARLENE**  
**P.O. BOX 51**  
**WEST DECATUR, PA 16878**

NAME and ADDRESS

DEFENDANT:

**CONTINENTAL CONSTRUCTION, INC., ET**  
**PO BOX 126**  
**RIDGEWAY, PA 15853**

NAME and ADDRESS

**MICHAEL A. RUDELLA**  
**MOUNTAIN VIEW PLAZA**  
**P.O. BOX 210**  
**KYLERTOWN, PA 16847-0000**

Docket No.: **CV-0000280-01**

Date Filed: **10/26/01**



**THIS IS TO NOTIFY YOU THAT:**

Judgment:

**FOR PLAINTIFF**

*01-2060-CO*

Judgment was entered for: (Name) **BLOOM, LEONARD/DARLENE**

Judgment was entered against: (Name) **WALLACETON BOGGS MUNICIPAL AUTH.**

in the amount of \$ **.00** on: (Date of Judgment) **12/10/01**

Defendants are jointly and severally liable. (Date & Time) \_\_\_\_\_

Damages will be assessed on: **FILED**

This case dismissed without prejudice. **JAN 16 2002**  
**01/15/02**  
**William A. Shaw**  
**Prothonotary**

Amount of Judgment Subject to Attachment/Act 5 of 1996 \$ \_\_\_\_\_

Levy is stayed for \_\_\_\_\_ days or  generally stayed.

Objection to levy has been filed and hearing will be held:

Amount of Judgment	\$ .00
Judgment Costs	\$ .00
Interest on Judgment	\$ .00
Attorney Fees	\$ .00
<b>Total</b>	\$ .00
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
<b>Certified Judgment Total</b> \$ _____	

Date:	Place:
Time:	

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

12-7-01 Date *M. Rudelle*, District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

1/14/02 Date *M. Rudelle*, District Justice

My commission expires first Monday of January,

**2006**

SEAL

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: CLEARFIELD

Mag. Dist. No.:

**46-3-03**

DJ Name: Hon.

**MICHAEL A. RUDELLA**  
Address: **MOUNTAIN VIEW PLAZA**  
**P.O. BOX 210**  
**KYLERTOWN, PA**

Telephone: **(814) 345-6789**

**16847-0000**

**NOTICE OF JUDGMENT/TRANSCRIPT  
CIVIL CASE**

PLAINTIFF: NAME and ADDRESS

**BLOOM, LEONARD/DARLENE**  
**P.O. BOX 51**  
**WEST DECATUR, PA 16878**

VS.

DEFENDANT: NAME and ADDRESS

**CONTINENTAL CONSTRUCTION, INC., ET**  
**PO BOX 126**  
**RIDGEWAY, PA 15853**

**MICHAEL A. RUDELLA**  
**MOUNTAIN VIEW PLAZA**  
**P.O. BOX 210**  
**KYLERTOWN, PA 16847-0000**

Docket No.: **CV-0000280-01**

Date Filed: **10/26/01**



**THIS IS TO NOTIFY YOU THAT:**

Judgment:

FOR PLAINTIFF

Judgment was entered for: (Name) **BLOOM, LEONARD/DARLENE**

Judgment was entered against: (Name) **CONTINENTAL CONSTRUCTION, INC.**

in the amount of \$ **937.11** on: (Date of Judgment) **12/10/01**

Defendants are jointly and severally liable.

(Date & Time) \_\_\_\_\_

Damages will be assessed on:

Amount of Judgment	\$ <b>878.61</b>
Judgment Costs	\$ <b>58.50</b>
Interest on Judgment	\$ <b>.00</b>
Attorney Fees	\$ <b>.00</b>
<b>Total</b>	\$ <b>937.11</b>

This case dismissed without prejudice.

Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
<b>Certified Judgment Total</b> \$ _____	

Amount of Judgment Subject to  
Attachment/Act 5 of 1996 \$ \_\_\_\_\_

Levy is stayed for \_\_\_\_\_ days or  generally stayed.

Objection to levy has been filed and hearing will be held:

Date:	Place:
Time:	

**ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.**

12/7/01 Date M. Rudella, District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

1/19/02 Date M. Rudella, District Justice

My commission expires first Monday of January,

**2006**

SEAL

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

## CIVIL DIVISION

LEONARD BLOOM and DARLENE BLOOM  
his wife

No. 01-2060

## Plaintiffs

vs.

## CONTINENTAL CONSTRUCTION, INC.

## Defendants

**CIVIL DIVISION**

TYPE OF PLEADING  
PRAECLYPE FOR ENTRY  
OF APPEARANCE

FILED ON BEHALF OF:  
PLAINTIFFS

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

**FILED**

JAN 18 2002  
013150/AM  
William A. Shaw  
Prothonotary

1. First to Army  
Bob

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

LEONARD BLOOM and DARLENE BLOOM,  
his wife

\*  
\*  
\* No. 01-2060

Plaintiffs

vs.

CONTINENTAL CONSTRUCTION, INC.

\*  
\*  
\*  
\*  
\*  
\*

Defendants

**PRAECIPE FOR ENTRY OF APPEARANCE**

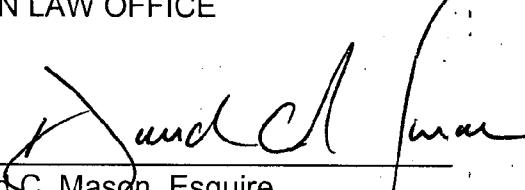
TO THE PROTHONOTARY OF SAID COURT:

Kindly enter my appearance on the behalf of the above named Plaintiffs.

MASON LAW OFFICE

DATED: 1-14-02

By:

  
David C. Mason, Esquire,  
Attorney for Plaintiffs

*John Doe* 11-1

**FILED**

JAN 16 2002

William A. Shaw  
Prothonotary

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

CIVIL ACTION - LAW

LEONARD BLOOM and DARLENE  
BLOOM, his wife,

\*  
\* No. 01-2060-CD

PLAINTIFFS

VS.

CONTINENTAL CONSTRUCTION,  
INC.

DEFENDANTS

\* TYPE OF PLEADING: COMPLAINT

\*  
\*  
\* FILED ON BEHALF OF:  
\* PLAINTIFFS

\* ATTORNEY FOR PLAINTIFFS:

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

**FILED**

**FEB 08 2002**

**William A. Shaw  
Prothonotary**

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

CIVIL ACTION - LAW

LEONARD BLOOM and DARLENE  
BLOOM, his wife,

\*

\* No. 01-2060-CD

\*

PLAINTIFFS

\*

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CONTINENTAL CONSTRUCTION,  
INC.

\*

\*

\*

\*

DEFENDANTS

\*

**NOTICE TO DEFEND**

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

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

Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641

*JKL/mw*

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

CIVIL ACTION - LAW

LEONARD BLOOM and DARLENE  
BLOOM, his wife, \*  
\* No. 01-2060-CD

PLAINTIFFS \*

vs. \*

CONTINENTAL CONSTRUCTION,  
INC. \*

DEFENDANTS \*

**COMPLAINT**

1. Plaintiffs are Leonard Bloom and Darlene Bloom, his wife, currently of P. O. Box 51, West Decatur, Clearfield County, Pennsylvania, 16878.
2. Defendant Continental Construction, Inc., is a corporation registered and existing under the laws of the Commonwealth of Pennsylvania.
3. Plaintiffs are the owners of a certain premises situate, lying and being in the Village of West Decatur, Boggs Township, Clearfield County, Pennsylvania.
4. Upon information and belief Plaintiffs aver that Defendant Continental Construction, Inc., was contracted by the Wallacetown-Boggs Municipal Authority to install, lay and construct an underground public sanitary sewer collection system.
5. Defendant entered the premises of the Plaintiffs, installed the sewer line, destroyed vegetation, altered the slope and grade of the land, damaged the asphalt driveway, crushed the sewer line and left the premises in this damaged condition.

6. Plaintiffs' premises may be restored at a cost of \$3,036.00.
7. The cost of repairing the sewer line is \$95.00.
8. The cost of repairing the asphalt driveway is expected to be \$1,100.00.
9. Plaintiffs have suffered damages in the amount of \$4,321.00.
10. Pursuant to the construction documents between the Defendant Continental Construction, Inc., and Wallaceton-Boggs Municipal Authority, Section 02110 (please see Exhibit "A") contains the following:

### **3.01 GENERAL**

- A. When working within temporary or permanent rights-of-ways, use every means possible to protect from injury and damage all property, including trees, shrubbery, lawns, fences, buildings, walls, roads, water courses, natural features, or any improvements thereto which may exist. Do not willfully or maliciously injure or destroy trees, shrubs, or vegetation, and do not remove or cut them without permission of the OWNER and the private property owner.

### **3.02 PROTECTION**

- B. Protect trees, plant growth and features designated to remain as final landscaping.

### **3.03 CLEARING**

- A. Clear areas required for access to the Site and execution of the Work.
- B. Trees in construction zones or rights-of-ways shall not be removed until inspected and/or tagged by the OWNER, ENGINEER or their representatives. No trees or vegetation shall be removed or altered with Penn DOT's Rights-of-Ways unless a separate specific permit is obtained from the District Roadside Development Specialist authorizing such removal or alteration.

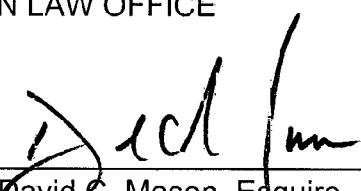
**3.04 TRIMMING OF TREES**

A. When required, with the OWNER's or private property owner's approval, trees shall be trimmed to remove branches or roots which interfere with construction or traffic. Paint all cut branches and roots with wound paint as recommended for the application.

**WHEREFORE**, Plaintiffs demand that a judgment be entered in favor of Plaintiffs and against Defendant in the amount of \$4,321.00, together with costs of suit, interest, and to the extent recoverable, attorney's fees.

Respectfully submitted,

MASON LAW OFFICE

By: 

David C. Mason, Esquire  
I.D. #39180  
Attorney for Plaintiffs

VERIFICATION

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

  
Leonard Bloom

SECTION 02110  
SITE CLEARING

COPY

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

- A. Regulatory Requirements.
- B. Materials.
- C. Protection.
- D. Clearing.
- E. Trimming of Trees.
- F. Salvage.
- G. Disposal.

**1.02 RELATED SECTIONS**

- A. Contract Drawings, Drawing Details, General Conditions, Supplementary Conditions, general provisions of the Contract, and other Division 1 Specification Sections apply to this Section.
- B. More specifically, reference is hereby made to:
  - 1. Section 01010 - Summary of Work.
  - 2. Section 01025 - Measurements and Payments.
  - 3. Section 01390 - Color Audio-Video Electrography.
  - 4. Section 01500 - Construction Facilities and Temporary Controls.
  - 5. Section 01570 - Traffic Regulation.
  - 6. Section 02225 - Trenching and Backfilling.
  - 7. Section 02730 - Sanitary Sewage Systems.
  - 8. Appendix A - Erosion and Sedimentation Control Plan Narrative.

**1.03 REGULATORY REQUIREMENTS**

- A. Conform to applicable Federal, State, and Local codes for disposal of debris and burning debris on site.
- B. Coordinate clearing work with utility companies.
- C. The CONTRACTOR shall comply with the provisions of Pennsylvania Act 187 of 1996 (PA One-Call Act), as amended, and these Specifications.
  - 1. The CONTRACTOR shall be responsible for exploring (for), protecting, and maintaining of all existing utilities marked in the field by the utilities/authorities having jurisdiction.

2. The nature and extent of the Project is "large and complex" as defined by PA Act 187; therefore, the CONTRACTOR shall be responsible for coordinating his work schedule with the various utilities/authorities as may be required and responsible for providing a minimum three (3) working days notice to said utilities/authorities for each distinct area of the Work.
3. Refer to Section 01010 - Summary of Work - for additional requirements and information.

## PART 2 - PRODUCTS

### 2.01 MATERIALS

- A. Silt Fence.
- B. Hay Bales.
- C. Miscellaneous Erosion Control materials as specified in Appendix A.

## PART 3 - EXECUTION

### 3.01 GENERAL

- A. When working within temporary or permanent rights-of-ways, use every means possible to protect from injury and damage all property, including trees, shrubbery, lawns, fences, buildings, walls, roads, water courses, natural features, or any improvements thereto which may exist. Do not willfully or maliciously injure or destroy trees, shrubs, or vegetation, and do not remove or cut them without permission of the OWNER and the private property owner.
- B. All operations must be confined to the width of the rights-of-ways/real property secured/purchased by the OWNER. All damage done to property resulting from the CONTRACTOR's negligence shall be repaired, without additional charge, to the satisfaction of the OWNER and private property owner with the exception of those items (trees, scrubbing, etc.) that must be removed for construction and have been agreed upon beforehand, in writing, between the CONTRACTOR and OWNER and/or private property owner.

### 3.02 PROTECTION

- A. Explore (for), protect, and maintain all existing utilities that remain from damage. Note: the CONTRACTOR shall be required to fully comply with the provisions of Pennsylvania Act 187 of 1996 (PA One-Call Act), as amended, and these Specifications prior to commencing any portions of the Work.
- B. Protect trees, plant growth, and features designated to remain as final landscaping.

SECTION 02110  
SITE CLEARING

- C. Protect bench marks, survey markers, and existing structures from damage or displacement.
- D. Protect property corner markers. The CONTRACTOR shall be responsible for employing a registered Pennsylvania Land Surveyor to replace or reset lost, removed, displaced, or damaged property corner markers.

3.03 CLEARING

- A. Clear areas required for access to the Site and execution of the Work.
  - 1. Limits of clearing shall be kept to the absolute minimum to limits staked on the ground by the CONTRACTOR and approved by the OWNER and/or ENGINEER, after the Pre-Construction Conference.
- B. Trees in construction zones or rights-of-ways shall not be removed until inspected and/or tagged by the OWNER, ENGINEER or their representatives. No trees or vegetation shall be removed or altered within PennDOT's Rights-of-Ways unless a separate specific permit is obtained from the District Roadside Development Specialist authorizing such removal or alteration.
  - 1. No trees shall be removed within the construction zone or rights-of-ways except the following:
    - a. Trees within an excavated area such as footing or trench.
    - b. Trees whose root system will be destroyed by the excavation.
    - c. Trees that interfere with the movement of the CONTRACTOR's equipment with the approval of the OWNER and/or ENGINEER. Any trees that interfere with the movement of the CONTRACTOR's equipment shall be reviewed by the OWNER and/or ENGINEER before they are removed.
  - 2. Remove trees, shrubs, and surface rocks within marked area indicated. Remove stumps and root systems to a depth of twelve inches (12") below finished grade. Wood may be left on the premises if the property owner so desires and satisfactory arrangements in writing can be made.
- C. All trees bordering any construction zone or right-of-ways shall be protected by acceptable methods. Trees damaged by the CONTRACTOR will be either repaired or replaced as determined by the OWNER, the private property owner, or their Representative(s) at the CONTRACTOR's expense.
- D. Vegetation within the areas to be cleared, which may be designated to be saved by the OWNER or private property owner shall be left standing and uninjured.
- E. At locations considered to be landscaped areas Trees, shrubs, and similar vegetation, generally of a diameter less than or equal to two (2) inches, which will be affected by the construction activities shall be removed by the

CONTRACTOR and replanted by the CONTRACTOR as designated or directed by the OWNER or private property owner at no additional cost to the OWNER.

3.04 TRIMMING OF TREES

- A. When required, with the OWNER's or private property owner's approval, trees shall be trimmed to remove branches or roots which interfere with construction or traffic. Paint all cut branches and roots with wound paint as recommended for the application.

3.05 SALVAGE

- A. Material which is to be salvaged, as a result of the clearing operations, shall include the following items which are to be turned over to the private property owner, if he/she/they so desire(s).
  1. Logs over 12 inches, butt diameter.
  2. Branches over 6 inches, butt diameter.
  3. Parts suitable for use as mulch.
  4. Live plants suitable for replanting.
- B. In the event trees to be cleared are considered to be non-marketable, cut logs and branches into cordwood, 2 feet 6 inches in length and store on site where acceptable to the OWNER or private property owner.
- C. All salvageable materials not desired by the private property owner shall be removed as part of the Work.
- D. If trees are considered marketable, remove and dispose of all unwanted limbs etc. Cut logs to length as required by the Owner and store on-site at Owner approved location.

3.06 TOPSOIL REMOVAL/EXCAVATION

- A. Excavate topsoil for areas of the Work as required for later re-use for final grading work.
- B. Stockpile topsoil at areas designated on the Site(s) to depths not exceeding eight feet (8'). Protect from erosion and sedimentation as indicated in Appendix A.
- C. Remove excess topsoil from the Site(s) only after final grading has been completed and store at designated dump sites.
- D. Refer to Section 02925 - Landscaping - for additional requirements.

3.07 DISPOSAL

- A. Burning of materials on the Site will not be allowed, unless expressly permitted by the OWNER and private property owner.
- B. Removal: Materials (to be removed) shall be removed from the Site daily as it accumulates, at no additional cost to the OWNER.
- C. Dumping: When authorized by the OWNER, private property owner, and/or ENGINEER, materials may be dumped within the Contract area at specifically identified locations.
  - 1. Prior to depositing surplus materials at any off-site location, the CONTRACTOR shall obtain a written agreement between himself and the owner of the property on which the disposal is proposed. The agreement shall state that the owner of the property gives permission for the CONTRACTOR to enter and deposit the material at no expense to the (project) OWNER. The form of the written agreement shall be approved by the OWNER's Solicitor. Two (2) copies of the agreement shall be furnished to the ENGINEER.
  - 2. CONTRACTOR's disposal shall comply with all Federal, State, and Local laws and regulations. Disposal of surplus material within the Pennsylvania Department of Transportation's Rights-of-Ways is expressly prohibited.
  - 3. All surplus materials must be disposed of as the Work progresses and shall not be stored on State or Local rights-of-ways for future removal.
  - 4. No debris or surplus materials shall be dumped or deposited within the 100-Year Floodway or Floodplain, or in any jurisdictional or other wetland area.
- D. The Contractor is advised that there has been designated dumpsites shown on Contract Plans. These dumpsite have been established for disposal of excess and/or unacceptable fill materials.
  - 1. It shall be unacceptable to dump blacktop, concrete, stumps, logs and/or construction debris in the designated dump sites.
  - 2. It shall be the contractors responsibility to maintain in accordance with all DEP requirements, with strict adherence to E&S protection requirements.
  - 3. It shall be the contractors responsibility to push off fill material as needed to allow positive drainage from the site.
  - 4. The contractor is advised that these dumpsite areas are for convenience only. Disposal of any unacceptable materials or materials accumulated

**SECTION 02110  
SITE CLEARING**

after designated areas have been filled, shall be the contractors responsibility to dispose of.

5. It shall be the contractor's responsibility to fine grade and seed in accordance with Section 02901 – Finish Grading and Seeding.

**END OF SECTION 02110**

**FILED**

FEB 08 2002

Q44/Cathy Mason  
William A. Shaw  
Prothonotary  
[Signature]

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

CIVIL ACTION - LAW

LEONARD BLOOM and DARLENE  
BLOOM, his wife,

PLAINTIFFS

VS.

CONTINENTAL CONSTRUCTION,  
INC.

DEFENDANTS

\*  
\* No. 01-2060-CD

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\* TYPE OF PLEADING: COMPLAINT

\*

\*

\* FILED ON BEHALF OF:  
\* PLAINTIFFS

\*

\* ATTORNEY FOR PLAINTIFFS:

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

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**FILED**

FEB 14 2002

William A. Shaw  
Prothonotary

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

CIVIL ACTION - LAW

LEONARD BLOOM and DARLENE  
BLOOM, his wife,

\*  
\* No. 01-2060-CD

PLAINTIFFS

vs.

CONTINENTAL CONSTRUCTION,  
INC.

DEFENDANTS

\* TYPE OF PLEADING: COMPLAINT

\*  
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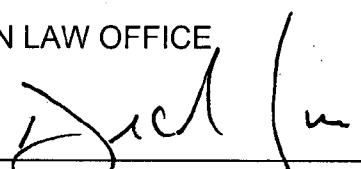
CERTIFICATE OF SERVICE

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

Richard W. Saxe, Jr., Esquire  
Fluke, Weiers & Schmitt, PC  
Attorneys at Law  
1400 The Bank Tower  
Pittsburgh, PA 15222

MASON LAW OFFICE

DATED: 2/12/02

By:   
David C. Mason, Esquire  
Attorney for Plaintiffs

FILED

NO CC

01/10/02

FEB 14 2002

*AS*

*AS*

William A. Shaw  
Prothonotary

CA

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

LEONARD BLOOM and DARLENE BLOOM, his wife, ) CIVIL DIVISION  
Plaintiffs, ) No. 01-2060-CD  
v. ) **PRELIMINARY OBJECTIONS  
TO PLAINTIFFS' COMPLAINT**  
CONTINENTAL CONSTRUCTION, INC., ) FILED ON BEHALF OF:  
Defendant. ) Continental Construction, Inc.  
 ) COUNSEL OF RECORD FOR  
 ) THIS PARTY:  
 ) Kevin J. McKeon  
 ) Pa I.D. No.: 76232  
 ) Richard W. Saxe, Jr.  
 ) Pa I.D. No.: 87311  
 ) FLUKE, WEIERS & MCKEON, P.C.  
 ) 1400 The Bank Tower  
 ) Pittsburgh, PA 15222  
 ) (412) 261-3800  
 ) Firm I.D. No.: 029

TO Plaintiff  
YOU ARE HEREBY NOTIFIED TO FILE A WRITTEN  
RESPONSE TO THE ENCLOSED PRELIMINARY  
OBJECTIONS WITHIN TWENTY (20) DAYS FROM  
SERVICE HEREOF OR JUDGMENT MAY BE ENTERED  
AGAINST YOU.  
FLUKE, WEIERS & MCKEON, P.C.

R. S. S.  
ATTORNEY FOR DEFENDANT

**FILED**

MAR 04 2002

William A. Shaw  
Prothonotary

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

LEONARD BLOOM and DARLENE BLOOM, his wife,	)	CIVIL DIVISION
	)	
	)	
Plaintiffs,	)	No. 01-2060-CD
	)	
	)	
v.	)	
	)	
CONTINENTAL CONSTRUCTION, INC.,	)	
	)	
	)	
Defendant.	)	

**DEFENDANT'S PRELIMINARY OBJECTIONS TO PLAINTIFFS' COMPLAINT**

AND NOW, comes the Defendant, Continental Construction, Inc., by and through its undersigned counsel, and files the following Preliminary Objections in response to the Plaintiffs' Complaint, and in support thereof, avers as follows:

1. Plaintiffs, Leonard and Darlene Bloom (the "Blooms"), commenced this action by filing a Complaint on or about February 8, 2002, in the Court of Common Pleas of Clearfield County, Pennsylvania against Continental Construction, Inc. ("Continental").
2. By way of letter dated February 11, 2002, service of the Complaint was made on counsel for Continental.
3. In response to the Blooms' Complaint, Continental files the following Preliminary Objections.

**PRELIMINARY OBJECTION I:  
INSUFFICIENT SPECIFICITY IN A PLEADING**

4. The averments contained in paragraphs 1 through 3 above are incorporated herein by reference as if set forth in full.

5. In their Complaint, the Blooms allege they have an address of P.O. Box 51, West Decatur, PA 16878 and they are owners of “certain premises situate, lying and being in the Village of West Decatur, Boggs Township, Clearfield County, Pennsylvania.” (See Compl. ¶¶1,3).

6. The Blooms further allege that Continental entered upon their premises and “destroyed vegetation” and “altered the slope and grade of the land”. (See Compl. ¶5).

7. Pennsylvania Rule of Civil Procedure 1019(a) provides that, “the material facts on which a cause of action or defense is based shall be stated in a concise and summary form.” Pa.R.C.P. No. 1019(a).

8. Further, “averments of time, place and items of special damages shall be specifically stated.” Pa.R.C.P. No. 1019(f).

9. Continental has no way of determining where the premises it allegedly entered and caused property damage to is other than that it is somewhere in the Village of Decatur, Boggs Township, Clearfield County, PA.

10. Further, the Blooms failed to specifically allege the manner and degree to which Continental destroyed vegetation and altered the slope and grade of the land.

11. Finally, the Complaint fails to indicate any date or time period whereby any of the alleged events occurred.

12. Therefore, due to the Blooms’ broad pleading, Continental cannot adequately prepare defenses to the Blooms’ claims.

13. If a complaint does not contain specific facts relevant to a cause of action, the Court may order the Plaintiff to file a more specific pleading pursuant to Pennsylvania Rule of Civil Procedure 1028(a)(3).

WHEREFORE, Defendant, Continental Construction, Inc., requests that this Honorable Court sustain its preliminary objection and Plaintiff should be required to file a more specific pleading pursuant to Pennsylvania Rule of Civil Procedure 1028(a)(3).

**PRELIMINARY OBJECTION II:**  
**FAILURE OF A PLEADING TO CONFORM TO LAW OR RULE OF COURT**

14. The averments contained in paragraphs 1 through 13 above are incorporated herein by reference as if set forth in full.

15. Pennsylvania Rule of Civil Procedure 1028(a)(2) authorizes the assertion of a preliminary objection, in the form of a motion to strike, based upon the failure of a pleading to conform to law or rule of court.

16. Pennsylvania Rule of Civil Procedure 1019(i) states that, "when any claim or defense is based upon a writing, the pleader shall attach a copy of the writing, or the material part thereof . . ." Pa.R.C.P. No. 1019(i).

17. Although not specifically identified as such, the Blooms apparently have brought forth a cause of action against Continental for trespass to their property.

18. In their Complaint, the Blooms allege they are owners of certain premises entered upon by Continental. (See Compl. ¶3).

19. However, by not attaching a Deed to the premises, the Blooms have failed to establish their ownership.

20. The Commonwealth Court of Pennsylvania has held that a Complaint should be stricken for failure to attach an essential document. Adamo v. Cini, 656 A.2d 576 (Pa. Commw. Ct. 1995).

21. Because they have failed to attach an essential document to the Complaint, namely the Deed to the premises at issue, the Blooms have failed to conform to Pennsylvania Rule of Civil Procedure 1019(i).

22. As such, the Court may order the allegations stricken pursuant to Pennsylvania Rule of Civil Procedure 1028(a)(2) for failure to conform to law or rule of court.

WHEREFORE, Defendant, Continental Construction, Inc., requests that this Honorable Court sustain its preliminary objection and order the allegations stricken pursuant to Pennsylvania Rule of Civil Procedure 1028(a)(2).

**PRELIMINARY OBJECTION III:**  
**INCLUSION OF IMPERTINENT MATERIAL**

23. The averments contained in paragraphs 1 through 22 above are incorporated herein by reference as if set forth in full.

24. Included in the Blooms' Complaint are construction contract documents allegedly entered into between Continental and Wallacetton-Boggs Municipal Authority ("WBMA"). (See Compl. ¶10 and Exhibit "A").

25. However, the cause of action brought forth against Continental appears to be one of trespass and any construction contract documents allegedly entered into between Continental and WBMA are immaterial and impertinent.

26. Pennsylvania Rule of Civil Procedure 1028(a)(2) authorizes the assertion of a preliminary objection, in the form of a motion to strike, based upon the inclusion in a pleading of "impertinent" matters.

27. To be "impertinent", the allegations must be immaterial and inappropriate to the proof of the cause of action. Common Cause/Pennsylvania v. Com. of Pa., 710 A.2d 108 (Pa. Commw. Ct. 1998), *affirmed*, 757 A.2d 367 (Pa. 2000).

28. Paragraph Ten of the Blooms' Complaint contains an allegation that is immaterial and inappropriate to its trespass cause of action against Continental, and should be stricken pursuant to Pennsylvania Rule of Civil Procedure 1028(a)(2).

WHEREFORE, Defendant, Continental Construction, Inc., requests that this Honorable Court sustain its preliminary objection and order the allegations contained in Paragraph Ten of Plaintiffs' Complaint be stricken pursuant to Pennsylvania Rule of Civil Procedure 1028(a)(2).

**PRELIMINARY OBJECTION IV:**  
**NONJOINDER OF A NECESSARY PARTY**

29. The averments contained in paragraphs 1 through 28 above are incorporated herein by reference as if set forth in full.

30. Pennsylvania Rule of Civil Procedure 1028(a)(5) provides for a preliminary objection, in the form of a motion to strike, based upon a party's failure to join a necessary party.

31. An indispensable party is one whose rights or interests are so pervasively connected with the claims of the litigants that no relief can be granted without infringing on those rights and interests. Hubert v. Greenwald, 743 A.2d 977 (Pa. Super. Ct. 1999).

32. Failure to join an indispensable party deprives the court of jurisdiction. Burkett v. Smyder, 535 A.2d 671 (Pa. Super. Ct. 1988).

33. Paragraph Ten of the Blooms' Complaint cites to construction contract documents allegedly entered into between Continental and the WBMA. (See Compl. ¶10).

34. It appears from a reading of the Complaint the Blooms are alleging that Continental was under contract with and performing work on a project for the WBMA at the time of the alleged trespass to their property.

35. However, the Blooms failed to join the WBMA or the engineer of the project in its Complaint.

36. If the Blooms are correct in alleging that Continental was performing work for the WBMA at the time of the alleged trespass, the WBMA and the engineer are parties whose rights or interests are so pervasively connected with the claims of the litigants that no relief can be granted without infringing on those rights and interests.

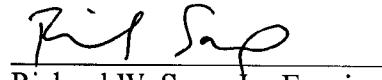
37. Therefore, the WBMA and the engineer of the project are indispensable parties to any action against Continental.

38. Because the Blooms' Complaint fails to join indispensable parties, this Court lacks jurisdiction over this action and the Complaint must be dismissed, with prejudice, pursuant to Pennsylvania Rule of Civil Procedure 1028(a)(5).

WHEREFORE, Defendant, Continental Construction, Inc., requests that this Honorable Court sustain its preliminary objection and dismiss, with prejudice, Plaintiffs' Complaint pursuant to Pennsylvania Rule of Civil Procedure 1028(a)(5).

Respectfully submitted,

FLUKE, WEIERS & MCKEON, P.C.



Richard W. Saxe, Jr., Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

LEONARD BLOOM and DARLENE BLOOM, his wife, ) CIVIL DIVISION  
Plaintiffs, ) No. 01-2060-CD  
v. )  
CONTINENTAL CONSTRUCTION, INC., )  
Defendant. )

**ORDER OF COURT**

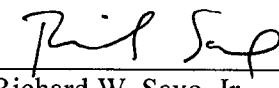
AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 2002, it is hereby ORDERED,  
ADJUDGED and DECREED that Defendant, Continental Construction, Inc.'s, Preliminary  
Objections to Plaintiffs' Complaint are sustained and Plaintiffs, Leonard and Darlene Blooms',  
Complaint is stricken.

BY THE COURT:

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

**VERIFICATION**

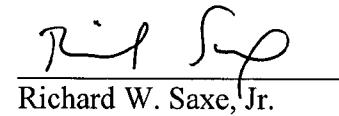
I, Richard W. Saxe, Jr., attorney for Continental Construction, Inc., hereby verify that the statements made in the foregoing Preliminary Objections are true and correct to the best of my knowledge, information and belief. These statements are made subject to the penalties of 18 Pa.C.S.A. §4904 relating to unsworn falsification to authorities.

  
\_\_\_\_\_  
Richard W. Saxe, Jr.

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing Preliminary Objections was served via First Class mail, postage prepaid, this 15 day of March, 2002, upon the following:

David C. Mason, Esquire  
409 North Front Street  
P.O. Box 28  
Philipsburg, PA 16866

  
\_\_\_\_\_  
Richard W. Saxe, Jr.

**FILED**

MAR 04 2002

11/10:42 a.m.

William A. Shaw  
Prothonotary

2 cc to Atty Saxe, JR.

*CD*  
*KWD*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

LEONARD BLOOM and DARLENE :  
BLOOM, his wife :  
: :  
-VS- : No. 01 - 2060 - CD  
: :  
CONTINENTAL CONSTRUCTION, INC. :

**ORDER**

NOW, this 19<sup>th</sup> day of June, 2002, following argument and briefs into Preliminary Objections to Plaintiffs' Complaint filed on behalf of Defendant above-named, it is the ORDER of this Court that said Objections be and are hereby sustained to the extent that Plaintiffs shall, within 20 days from date hereof, file an Amended Complaint to specifically allege the time, date and place that the alleged damages occurred, the manner and degree to which Defendant allegedly destroyed vegetation and altered the slope and grade of the land. Further, to include the docket and page number to which Plaintiffs acquired title to the subject premises and to allege their theories of recovery in separate, specific counts. In all other respects said Preliminary Objections shall be and are hereby dismissed.

By the Court,

President Judge

**FILED**

JUN 19 2002

01211211cc atty Saxe  
William A. Shaw  
Prothonotary  
1cc atty Moon

E  
KPD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

LEONARD BLOOM and  
DARLENE BLOOM, his wife,

Plaintiffs,

v.

Case No. 01-2060-CD

CONTINENTAL CONSTRUCTION, INC.

Defendant.

**PRAECIPE TO WITHDRAW/ENTER  
APPEARANCE**

Filed on behalf of:  
CONTINENTAL CONSTRUCTION, INC.,  
Defendant

Counsel of Record for this Party:

Kevin J. McKeon  
Pa. I.D. #76232

WATT, TIEDER, HOFFAR &  
FITZGERALD, LLP

7929 Westpark Drive, Suite 400  
McLean, VA 22102  
(703) 749-1000

**JURY TRIAL DEMANDED**

**FILED**

OCT 04 2002

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

LEONARD BLOOM and  
DARLENE BLOOM, his wife,

Plaintiffs,

v.

Case No. 01-2060-CD

CONTINENTAL CONSTRUCTION, INC.

Defendant.

**PRAECIPE TO WITHDRAW/ENTER APPEARANCE**

TO THE PROTHONOTARY:

Kindly withdraw the appearance of :

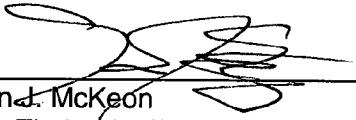
Kevin J. McKeon  
Fluke, Weiers, & McKeon, P.C.  
1400 The Bank Tower  
Pittsburgh, PA 15222

and enter the appearance of :

Kevin J. McKeon  
Watt, Tieder, Hoffar & Fitzgerald, LLP  
7929 Westpark Drive, Suite 400  
McLean, VA 22102  
703-749-1000 (telephone)  
703-893-8029 (fax)  
kmckeon@wthf.com

in the above-captioned matter.

Respectfully submitted,

  
\_\_\_\_\_  
Kevin J. McKeon  
Watt, Tieder, Hoffar & Fitzgerald, LLP  
7929 Westpark Drive, Suite 400  
McLean, VA 22102

**CERTIFICATE OF SERVICE**

I, Kevin J. McKeon, do hereby certify that a true and correct copy of the foregoing Praeclipe to Withdraw/Enter Appearance filed in the above-captioned action was served upon the following on the 30th day of September, 2002, via U.S. Mail:

David C. Mason, Esquire  
409 N. Front Street  
Philipsburg, PA 16866

  
Kevin J. McKeon

FILED NO Cc  
1:45 PM  
Oct 6 4 2002

William A. Shaw  
Prothonotary

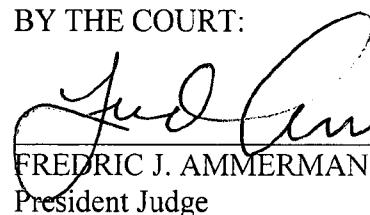
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
CIVIL DIVISION

LEONARD BLOOM and DARLENE :  
BLOOM, his wife :  
vs. : No. 01-2060-CD  
CONTINENTAL CONSTRUCTION, INC. :

O R D E R

AND NOW, this 3 day of September, 2004, it is the Order of the Court that a status conference in the above-captioned matter has been scheduled for Wednesday, September 22, 2004 at 2:30 P.M. in Courtroom No. 1, Clearfield County Courthouse, Clearfield, PA.

BY THE COURT:

  
FREDRIC J. AMMERMAN  
President Judge

FILED 1cc  
9/2/2004 Attn: Mason  
SEP 03 2004 McLean  
William A. Shaw  
Prothonotary/Clerk of Courts  
(CJA envelopes)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

LEONARD BLOOM, et al. : :

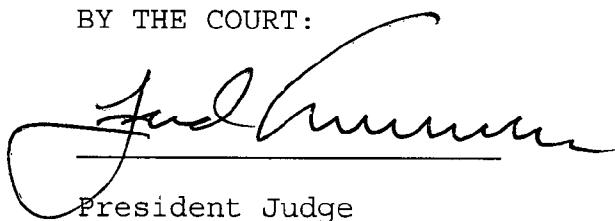
VS. : NO. 01-2060-CD

CONTINENTAL CONSTRUCTION, INC. : :

O R D E R

NOW, this 22nd day of September, 2004, following status conference among counsel and the Court, with the Court being advised that the Defendant will be filing a motion to dismiss, it is therefore the ORDER of this Court that any motion to dismiss be filed within no more than 20 days from this date.

BY THE COURT:



President Judge

FILED  
OCT 3 13 2004  
SEP 23 2004  
EGK  
2cc  
Atlys  
Mason, McKeon

William A. Shaw  
Prothonotary/Clerk of Courts

**FILED**

**SEP 23 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

LEONARD BLOOM and DARLENE  
BLOOM, his wife,

Plaintiffs,

v.

Case No. 01-2060-CD

CONTINENTAL CONSTRUCTION, INC.,

Defendant.

**PRAECIPE FOR CHANGE OF ADDRESS**

Filed on behalf of:  
CONTINENTAL CONSTRUCTION, INC.,  
Defendant

Counsel of Record for this Party:

Kevin J. McKeon  
Pa. I.D. #76232

WATT, TIEDER, HOFFAR &  
FITZGERALD, LLP

8405 Greensboro Drive, Suite 100  
McLean, VA 22102  
(703) 749-1000  
(703) 893-8029 Fax

FILED *E GK*  
*m10/58 BY NO CC*  
SEP 24 2004

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

LEONARD BLOOM and DARLENE  
BLOOM, his wife,

Plaintiffs,

v.

Case No. 01-2060-CD

CONTINENTAL CONSTRUCTION, INC.,

Defendant.

**PRAECIPE FOR CHANGE OF ADDRESS**

TO: Prothonotary of Clearfield County, William Shaw  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

Please note the following new address for counsel of record to Defendant,  
Continental Construction, Inc., in the above-referenced action:

Kevin J. McKeon, Esq.  
Watt, Tieder, Hoffar & Fitzgerald, LLP  
**8405 Greensboro Drive, Suite 100**  
McLean, Virginia 22102  
(703) 749-1000  
(703) 893-8029 Fax

Respectfully submitted,

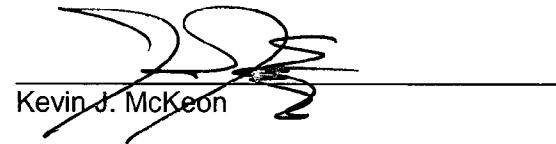
By:

  
\_\_\_\_\_  
Kevin J. McKeon (Pa) I.D. 76232  
Watt, Tieder, Hoffar & Fitzgerald, LLP  
8405 Greensboro Drive, Suite 100  
McLean, VA 22102  
(703) 749-1000  
(703) 893-8029 Fax

**CERTIFICATE OF SERVICE**

I hereby certify that on the 21<sup>st</sup> day of September, 2004, a true and correct copy of the foregoing Praeclipe for Change of Address was mailed via first class, United States mail, postage prepaid, upon the following:

David C. Mason, Esquire  
409 North Front Street  
P.O. Box 28  
Phillipsburg, PA 16866  
*Counsel of Record for Plaintiff*



\_\_\_\_\_  
Kevin J. McKeon

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

LEONARD BLOOM and DARLENE  
BLOOM, his wife,

Plaintiffs,

v.

Case No. 01-2060-CD

CONTINENTAL CONSTRUCTION, INC.,

Defendant.

**MOTION TO DISMISS AND/OR FOR  
DEFAULT JUDGMENT**

Filed on behalf of:  
CONTINENTAL  
CONSTRUCTION, INC.,

Defendant

Counsel of Record for this Party:

Kevin J. McKeon  
Pa. I.D. #76232

WATT, TIEDER, HOFFAR &  
FITZGERALD, LLP  
8405 Greensboro Drive, Suite 100  
McLean, VA 22102  
(703) 749-1000  
(703) 893-8029 Fax

**FILED** 3cc  
m/1/2004  
SEP 27 2004  
Att'y McKeon

W.A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

LEONARD BLOOM and DARLENE  
BLOOM, his wife,

Plaintiffs,

v.

Case No. 01-2060-CD

CONTINENTAL CONSTRUCTION, INC.,

Defendant.

**MOTION TO DISMISS AND/OR FOR DEFAULT JUDGMENT**

Defendant, Continental Construction, Inc., by and through its undersigned counsel, hereby moves to dismiss and/or for default judgment in the above-captioned action, and in support thereof states as follows:

1. Plaintiffs filed their Complaint in this matter on or about February 8, 2002.

2. In response, Defendant, Continental Construction, Inc. ("Continental") filed timely Preliminary Objections requesting, among other things, that Plaintiffs be required to plead where their property was located, the time when Continental was allegedly there, the extent of their special damages in accordance with Pa. R.C.P. No. 1019(f), and asked that contractual provisions alleged between Continental and the Wallaceton-Boggs Municipal Authority be stricken as impertinent, and if not stricken, that Plaintiffs join the Authority as an indispensable party.

3. By Order *dated June 19, 2002*, the Court required the Plaintiffs to "file an Amended Complaint to specifically allege the time, date and place that the alleged damages occurred, the manner and degree to which Defendant allegedly destroyed vegetation and altered the slope and grad of the land," and to "include the docket and page number to which Plaintiffs acquired title to the subject premises and to allege their theories of recovery in separate, specific counts." A true and correct copy of the June 19, 2002 Order of Court is attached hereto under and incorporated herein by reference under Exhibit A.

4. Perhaps most significantly, the Order required Plaintiffs to file such an Amended Complaint *"within 20 days from the date hereof," or July 9, 2002.*

5. More than 2 years have elapsed since Plaintiffs were ordered to file an Amended Complaint, and Plaintiffs have failed to do so.

6. Plaintiffs have failed to comply with this Honorable Court's June 19, 2002 Order, without excuse or request for additional time, and are thus in default.

7. Pennsylvania Rule of Civil Procedure No. 1037(c) provides that "[i]n all cases, the court, on motion of a party, may enter an appropriate judgment against a party upon default or admission." Pa. R.C.P. 1037(c).

8. Continental respectfully requests that the Court enter its Proposed Order of Court and enter judgment in its favor and against Plaintiffs, while Continental reserves the right to petition to dismiss the action pursuant to the doctrine of *non pros*, to raise any and all defenses in support of a motion for summary judgment, and to file additional preliminary objections (including "Failure to Conform to Rule of Court"), as warranted, in the event that the Court

does not provide Continental the relief requested herein, and Plaintiffs ever file an Amended Complaint.

WHEREFORE, Defendant, Continental Construction, Inc., respectfully requests that the Court enter judgment in its favor and against Plaintiffs, Leonard and Darlene Bloom, in accordance with its Proposed Order of Court.

Respectfully submitted,

By: 

Kevin J. McKeon (Pa. I.D. 76232)  
Watt, Tieder, Hoffar & Fitzgerald, LLP  
8405 Greensboro Drive, Suite 100  
McLean, VA 22102  
(703) 749-1000  
(703) 893-8029 Fax

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

LEONARD BLOOM and DARLENE BLOOM, his wife :  
: :  
-VS- : : No. 01 - 2060 - CD  
: :  
CONTINENTAL CONSTRUCTION, INC. :

**ORDER**

NOW, this 19<sup>th</sup> day of June, 2002, following argument and briefs into Preliminary Objections to Plaintiffs' Complaint filed on behalf of Defendant above-named, it is the ORDER of this Court that said Objections be and are hereby sustained to the extent that Plaintiffs shall, within 20 days from date hereof, file an Amended Complaint to specifically allege the time, date and place that the alleged damages occurred, the manner and degree to which Defendant allegedly destroyed vegetation and altered the slope and grade of the land. Further, to include the docket and page number to which Plaintiffs acquired title to the subject premises and to allege their theories of recovery in separate, specific counts. In all other respects said Preliminary Objections shall be and are hereby dismissed.

By the Court,

/s/ JOHN K. REILLY, JR.

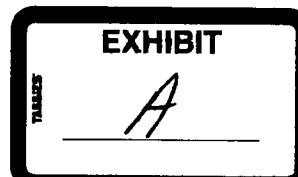
President Judge

I hereby certify this to be a true and attested copy of the original statement filed in this case.

JUN 19 2002

Attest.

*John K. Reilly*  
Prothonotary/  
Clerk of Courts



**CERTIFICATE OF SERVICE**

I hereby certify that on the 23<sup>rd</sup> day of September, 2004, a true and correct copy of the foregoing Motion to Dismiss and/or for Default Judgment was mailed via first class, United States mail, postage prepaid, upon the following:

David C. Mason, Esquire  
409 North Front Street  
P.O. Box 28  
Phillipsburg, PA 16866  
*Counsel of Record for Plaintiff*

  
Kevin J. McKeon

CR

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

LEONARD BLOOM and DARLENE  
BLOOM, his wife,

Plaintiffs,

v.

Case No. 01-2060-CD

CONTINENTAL CONSTRUCTION, INC.,

Defendant.

**PROPOSED ORDER OF COURT**

Filed on behalf of:  
CONTINENTAL  
CONSTRUCTION, INC.,

Defendant

Counsel of Record for this Party:

Kevin J. McKeon  
Pa. I.D. #76232

WATT, TIEDER, HOFFAR &  
FITZGERALD, LLP  
8405 Greensboro Drive, Suite 100  
McLean, VA 22102  
(703) 749-1000  
(703) 893-8029 Fax

**FILED**

SEP 29 2004

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD CC  
PENNSYLVANIA

check  
enter  
judgm?

LEONARD BLOOM and DARLENE  
BLOOM, his wife,

Plaintiffs,

v.

Case No. 01-206

CONTINENTAL CONSTRUCTION, INC.,

Defendant.

**ORDER OF COURT**

AND NOW, this \_\_\_\_ day of ~~October~~, 2004, upon consideration of the Defendant's Motion to Dismiss and/or for Default Judgment, it is hereby ordered, adjudged, and decreed that said Motion is GRANTED, such that the above-captioned action is dismissed with prejudice, and judgment entered in favor of Defendant, Continental Construction, Inc. and against Plaintiffs, Leonard and Darlene Bloom, with all costs, if any, to be paid by Plaintiffs.

Dated:

*Sept. 27, 2004*

*Judie J. Kummerow*, J.

**FILED**  
01:40 PM 3CC City Mason  
SEP 29 2004

William A. Shaw  
Prothonotary

**CERTIFICATE OF SERVICE**

I hereby certify that on the 23 day of September, 2004, a true and correct copy of the foregoing Proposed Order of Court was mailed via first class, United States mail, postage prepaid, upon the following:

David C. Mason, Esquire  
409 North Front Street  
P.O. Box 28  
Phillipsburg, PA 16866  
*Counsel of Record for Plaintiff*

  
Kevin J. McKeon

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

LEONARD BLOOM and DARLENE BLOOM :

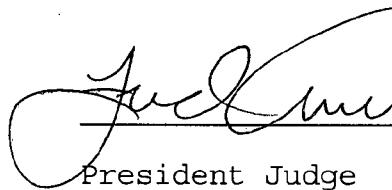
VS. : NO. 01-2060-CD

CONTINENTAL CONSTRUCTION, INC. :

O R D E R

NOW, this 22nd day of October, 2004, pursuant to Defendant's Motion of September 27, 2004, it is the ORDER of this Court that the above-captioned case is hereby dismissed.

BY THE COURT:

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

FILED EGR  
03/18/04 *Leahy, Mason*  
*Leahy, McLean*

OCT 22 2004

William A. Shaw  
Prothonotary