

02-1052-CD
JUDITH A. BROWN -vs- THOMAS R. OCHREITOR etal

Date: 01/12/2005

Time: 01:56 PM

Page 1 of 3

Clearfield County Court of Common Pleas

ROA Report

User: BANDERSON

Case: 2002-01052-CD

Current Judge: Fredric Joseph Ammerman

Judith A. Brown vs. Thomas R Ochreitor, Susan M Ochreitor, Roger L. Duffee

Civil Other

Date		Judge
07/03/2002	Filing: Praecipe for Writ of Summons Paid by: Gleason, Cherry & Cherry Receipt number: 1844979 Dated: 07/03/2002 Amount: \$80.00 (Check)2 CC to Attorney T. Cherry Writs issued to Sheriff	No Judge ✓
08/29/2002	Sheriff Returns: Now July 9, 2002 Summons served on Susan M. Ochreitor, Thomas R. Ochreitor, and Roger L. Duffee at their residences. Sheriff Costs \$55.07. \$30.00 Surcharge.	No Judge ✓
09/23/2002	Praecipe to File Complaint filed on behalf of Defendants, Thomas and Susan Ochreitor, by Atty. Hopkins. One CC and Rule issued to Atty.	No Judge ✓
10/07/2002	Praecipe, filed by Atty. T. Cherry Kindly mark our appearance on behalf of the above-named Plaintiff withdrawn. s/Toni Cherry Plaintiff consent to the withdrawal of Atty. Cherry. s/Judith A. Brown	No Judge ✓
10/30/2002	Complaint. filed by s/Paul E. Cherry, Esq. no cc	No Judge ✓
01/13/2003	Preliminary Objections, filed by s/Matthew B. Taladay, Esq. No CC	No Judge ✓
01/31/2003	AMENDED COMPLAINT, filed by s/Paul E. Cherry, Esquire Verification s/Judith A. Brown no cc	No Judge ✓
02/14/2003	Answer and New Matter. filed by s/Matthew B. Taladay, Esquire Verification s/Roger L. Duffee Certificate of Service no cc	No Judge ✓
03/12/2003	Plaintiff's Answer To New Matter Of Defendants. filed by s/Paul E. Cherry, Esquire Affidavit s/Paul E. Cherry, Esq. Certificate of Service no cc	No Judge ✓
03/27/2003	Withdrawal of Appearance, filed no cert. copies. Withdraw of Mathew Taladay and Entry of Appearance on behalf of Roger L. Duffee.	No Judge ✓
08/04/2003	Praecipe To Place Case On Trial List. filed by s/Paul E. Cherry, Esquire no cc copy to C/A	No Judge ✓
	Certificate Of Readiness For Trial. filed by s/Paul E. Cherry, Esq. no cc Copy to C/A	No Judge ✓
08/06/2003	Motion to Strike Case from the Trial List, filed by s/Robert A. Mix, Esq. No CC	No Judge ✓
08/11/2003	ORDER, AND NOW, this 11th day of August, 2003, Argument on Defendant Duffee's Motion To Strike Case From Trial List is set for the 24th day of Sept. 2003, at 9:30 a.m. by the Court, s/JKR,JR.,P.J. 2 cc Atty Mix	John K. Reilly Jr. ✓
09/24/2003	Order, NOW, this 24th day of September, 2003, day and date set for argument into Defendant Roger L. Duffee's Motion to Strike Case from the Trial List, it is the Order of this Court that proceedings on said Motion shall be and are hereby continued pending completion of discovery. BY THE COURT: /s/John K. Reilly, Jr., P.J. CC to Attys P. Cherry, Taladay, Mix	John K. Reilly Jr. ✓
01/07/2004	ORDER, AND NOW, this 7th day of January, 2004, re: Above-captioned matter is hereby CONTINUED from the Winter Term of Court. The Court Administrator is directed to place this matter on the Spring 2004 Civil Call List. by the Court, s/FJA, P.J. 1 cc Atty Paul Cherry, 1 cc Atty Taladay, and Atty Mix	Fredric Joseph Ammerman ✓
04/08/2004	ORDER, NOW, this 1st day of April, 2004, Civil Pre-Trial Conference w/counsel for the parties and the Court be scheduled for Friday, April 16, 2004, at 10:00 a.m. in President Judge Ammerman's Chambers. by the Court, s/FJA, P.J. 2 cc Atty Talasday, Paul Cherry,	Fredric Joseph Ammerman ✓

Date: 01/12/2005

Time: 01:56 PM

Page 2 of 3

Clearfield County Court of Common Pleas

ROA Report

User: BANDERSON

Case: 2002-01052-CD

Current Judge: Fredric Joseph Ammerman

Judith A. Brown vs. Thomas R Ochreitor, Susan M Ochreitor, Roger L. Duffee

Civil Other

Date		Judge
04/16/2004	Order, NOW, this 16th day of April, 2004, following Pre-Trial Conference with Plaintiff and counsel for the Defendants being present, with the Court noting that the Plaintiff is still in the process of obtaining new counsel, Order as follows: 1. This case is hereby continued upon agreement of the parties 2. Court Administrator shall cause the matter to be listed for the Fall, 2004 Term of Court 3. The Call of the List will be held on July 29, 2004 4. Discovery among the parties shall be completed by no later than August 15, 2004. BY THE COURT: /s/Fredric J. Ammerman, P.J. One CC Attys Paul Cherry, M. Taladay, and R. Mix	Fredric Joseph Ammerman ✓
07/06/2004	Plaintiff (Brown) Gibbons Production of Documents to Supplement Prior Discovery, s/Judith A. Brown No CC	Fredric Joseph Ammerman ✓
07/14/2004	Motion for Extension of Discovery Deadline and Continuance of Trial to the Winter Term of Court, filed by s/Robert A. Mix, Esq.	Fredric Joseph Ammerman ✓
07/16/2004	ORDER, filed. 2 Cert. to Atty. Mix NOW, this 15th day of July, 2004, RE: Argument set for July 26, 2004.	Fredric Joseph Ammerman ✓
07/21/2004	Motion For Denial of Defendants Motion for Extension of Discovery Deadlines and Continuance of Trial, filed by Plaintiff.	Fredric Joseph Ammerman ✓
07/26/2004	Plaintiff (Brown) Gibbons Production of Documents to Supplement Prior Discovery, filed by Plaintiff. no cert. copies.	Fredric Joseph Ammerman ✓
08/06/2004	Certificate of Service, Pre-Trial Memorandum, on Robert A. Mix, Esq. and Matthew Taladay, Esq. Filed by s/Judith A. (Brown) Gibbons. No cc.	Fredric Joseph Ammerman ✓
08/09/2004	Certificate of Service, Defendant Roger Duffee's Pre-Trial Statement, to: Matthew Taladay, Esq. & Mrs. Judith Gibbons. Filed by s/Robert A. Mix, Esq. No cc.	Fredric Joseph Ammerman ✓
08/12/2004	Order, NOW THIS 26th day of July, 2004, it is the ORDER of this Court that the request for continuance of trial to the November Term of Court be and is hereby denied. The request for extension of Discovery deadline is granted. Discovery may continue until September 10, 2004. BY THE COURT /s/Fredric J. Ammerman, President Judge. 1 Cert. Copy Plaintiff, 1 Cert. Copy Atty Taladay, 1 Cert. Copy Atty. Mix.	Fredric Joseph Ammerman ✓
08/13/2004	Miscellaneous Filing, Plaintiff Production of Documents to Supplement Prior Discovery. Filed by s/Judith A. Brown. Certificate of Service, to Robert Mix, Esq. & Matthew Taladay, Esq. No Cert. Copies.	Fredric Joseph Ammerman ✓
	Order, NOW this 13th day of August, 2004, following Pre-Trial Conference with Plaintiff and counsel for the Defendants as set forth above, it is ORDER of this Court as follows: 1. Jury Selection to be held on August 26, 2004, at 10:00 a.m. in Courtroom No. 1 2. Jury Trial scheduled for three days, December 15, 2004, December 16, 2004, & December 17, 2004 at 9:00 a.m. each day, in Courtroom No. 1 (See Original for details of: all depositions, objections, any party filing any Motion or Petition.) By the Court, Fredric J. Ammerman, President Judge. 2 cc to Plff (1552 Treasure Lake, DuBois, PA 15801) & Atty M. Taladay. Copy to: Judge Ammerman & Court Administrator.	Fredric Joseph Ammerman ✓
08/17/2004	Certificate of Service, Request for Production of Documents of Discovery, by Plaintiff. Hand delivered to: Robert A. Mix, Esq. Mailed to: Matthew B. Taladay, Esq. Filed by s/ Judith A. Brown Gibbons. No cc.	Fredric Joseph Ammerman ✓
08/25/2004	Motion For Extension of Discovery Deadline and Continuance of Trial to the Winter Term of Court, filed by Plaintiff no cert. copies.	Fredric Joseph Ammerman ✓

Date: 01/12/2005

Time: 01:56 PM

Page 3 of 3

Clearfield County Court of Common Pleas

ROA Report

User: BANDERSON

Case: 2002-01052-CD

Current Judge: Fredric Joseph Ammerman

Judith A. Brown vs. Thomas R Ochreitor, Susan M Ochreitor, Roger L. Duffee

Civil Other

Date		Judge
08/25/2004	Order, AND NOW, this 24 day of August, 2004, upon consideration of Plaintiff's Motion for Extension of Discovery and Continuance of Trial, argument is set for the 26 day of August, 2004, at 9:00 a.m. in Courtroom No. 1. BY THE COURT: /s/Fredric J. Ammerman, P.J. One CC Plaintiff (Marcy called everyone 8/25/04 9:30 a.m.) Motion for Extension of Discovery Deadline and Continuance of Trial to the Winter Term of Court, filed by s/Judith A. (Brown) Gibbons No CC	Fredric Joseph Ammerman ✓
08/26/2004	Order, AND NOW, this 24th day of August, 2004, upon consideration of Plaintiff's Motion for Extension of Discovery and Continuance of Trial, argument is set for the 26 day of August, 2004, at 9:00 a.m. in Courtroom No. 1. BY THE COURT: /s/Fredric J. Ammerman, P.J. One CC Plaintiff	Fredric Joseph Ammerman ✓
08/27/2004	Order, NOW, this 26th day of August, 2004, it is the ORDER of this Court that the motion for Continuance be and is hereby granted. The Court Administrator shall cause the matter to be listed for jury trial for the next available Term of Court. Previously established discovery deadlines as set forth in the Court's pretrial or other Orders are rescinded. BY THE COURT: /s/Paul E. Cherry, Judge. 1CC Atty Mix, 1CC Atty Taladay, 1CC Plff.	Paul E. Cherry ✓
12/16/2004	Praecipe For Entry of Appearance, filed, on behalf of Plaintiff, by s/Victor H. Pribanic, Counsel for Plaintiff, and Sherie Lynn Painter, Co-Counsel for Plaintiff. 2CC to Atty	Fredric Joseph Ammerman ✓

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

JUDITH A. BROWN,

Plaintiff

vs.

No. 02 - 1052 C.D.

THOMAS R. OCHREITOR and
SUSAN M. OCHREITOR, husband and
wife, and ROGER L. DUFFEE,

Defendants

PRAECIPE FOR WRIT OF SUMMONS

TO WILLIAM A. SHAW, PROTHONOTARY

Sir:

Please enter our appearance on behalf of the above-named Plaintiff and issue a
Summons against THOMAS R. OCHREITOR and SUSAN M. OCHREITOR, husband and
wife, whose last known address is 668 Treasure Lake, DuBois, Pennsylvania 15801, and
ROGER L. DUFFEE, whose last known address is 783 Treasure Lake, DuBois, Pennsylvania
15801.

FILED

JUL 03 2002

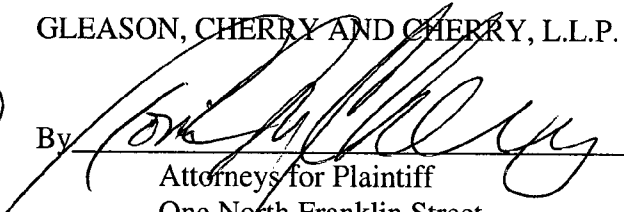
013:00/44
William A. Shaw
Prothonotary

2 CHAT TO ATT
writs to Shaw

Respectfully submitted,

GLEASON, CHERRY AND CHERRY, L.L.P.

By


Attorneys for Plaintiff
One North Franklin Street
P. O. Box 505
DuBois, PA 15801
Supreme Court No.: 30205

Date: July 3, 2002

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

SUMMONS

Judith A. Brown

Vs.

NO.: 2002-01052-CD

**Thomas R. Ochreitor
Susan M. Ochreitor
Roger L. Duffee**

TO: THOMAS R. OCHREITOR
SUSAN M. OCHREITOR
ROGER L. DUFFEE

To the above named Defendant(s) you are hereby notified that the above named Plaintiff(s) has/have commenced a Civil Action against you.

Date: 07/03/2002

William A. Shaw
Prothonotary

Issuing Attorney:

Toni M. Cherry
P. O. Box 505
DuBois, PA 15801

In The Court of Common Pleas of Clearfield County, Pennsylvania

BROWN, JUDITH A.

Sheriff Docket # 12734

02-1052-CD

VS.

OCHREITOR, THOMAS R. al

SUMMONS

SHERIFF RETURNS

**NOW JULY 9, 2002 AT 7:29 PM DST SERVED THE WITHIN SUMMONS ON SUSAN M. OCHREITOR, DEFENDANT AT RESIDENCE, 688 TREASURE LAKE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SUSAN M. OCHREITOR A TRUE AND ATTESTED COPY OF THE ORIGINAL SUMMONS AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: NEVLING/MCCLEARY**

**NOW JULY 9, 2002 AT 7:29 PM DST SERVED THE WITHIN SUMMONS ON THOMAS R. OCHREITOR, DEFENDANT AT RESIDENCE, 688 TREASURE LAKE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SUSAN M. OCHREITOR, WIFE A TRUE AND ATTESTED COP OF THE ORIGINAL SUMMONS AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: NEVLING/MCCLEARY**

**NOW JULY 9, 2002 AT 7:56 PM DST SERVED THE WITHIN SUMMONS ON ROGER L. DUFFEE, DEFENDANT AT RESIDENCE, 783 TREASURE LAKE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DEBORAH DUFFEE, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL SUMMONS AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: NEVLING/MCCLEARY**

Return Costs

Cost	Description
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55.07	SHFF. HAWKINS PAID BY: ATTY.
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30.00	SURCHARGE PAID BY: ATTY.
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In The Court of Common Pleas of Clearfield County, Pennsylvania

BROWN, JUDITH A.

Sheriff Docket # 12734

02-1052-CD

VS.

OCHREITOR, THOMAS R. al

SUMMONS

SHERIFF RETURNS

Sworn to Before Me This

29 Day Of August 2002

William A. Shaw

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

So Answers,

Chester A. Hawkins
by Marilyn Hamer
Chester A. Hawkins
Sheriff

FILED

AUG 29 2002

0/9:00 BA

William A. Shaw
Prothonotary

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

JUDITH A. BROWN,
Plaintiff

VS.

THOMAS R. OCHREITOR, SUSAN M.
OCHREITOR and ROGER L. DUFFEE,
Defendants

No. 2002-01052-C.D.

Type of Pleading: Praecepto to File
Complaint

Filed on behalf of: Thomas and Susan
Ochreitor, Defendants

Counsel of Record for this party:

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

900 Beaver Drive
DuBois, Pennsylvania 15801

(814) 375-0300

FILED

SEP 23 2002

William A. Shaw
Prothonotary

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

JUDITH A. BROWN,
Plaintiff

VS.

THOMAS R. OCHREITOR, SUSAN M.
OCHREITOR and ROGER L. DUFFEE,
Defendants

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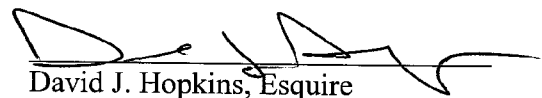
No. 2002-01052-C.D.

PRAECIPE TO FILE A COMPLAINT

TO THE PROTHONOTARY:

Kindly enter a Rule upon the Plaintiff to file a Complaint with Notice that if the Complaint is not filed within twenty (20) days after service of the Rule, the Prothonotary, upon Praecipe of the Defendant, shall enter a judgment of non pros.

Respectfully submitted,


David J. Hopkins, Esquire
Attorney for Defendants

FILED

~~SEP~~ 01/14/2002
SEP 23 2002

cc
Atty

Rule issued to

William A. Shaw
Prothonetary

Atty Hopkins

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

JUDITH A. BROWN,
Plaintiff

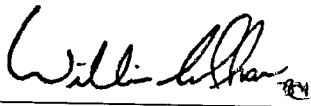
VS.

THOMAS R. OCHREITOR, SUSAN M.
OCHREITOR and ROGER L. DUFFEE,
Defendants

No. 2002-01052-C.D.

RULE TO FILE COMPLAINT

AND NOW, this 23rd day of September, 2002, a Rule is hereby granted upon the
Plaintiff to file a Complaint within twenty (20) days after service hereof or suffer the entry of a
Judgment of Non Pros.


Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

JUDITH A. BROWN,

Plaintiff

vs.

THOMAS R. OCHREITOR and
SUSAN M. OCHREITOR, husband and
wife, and ROGER L. DUFFEE,

Defendants

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No. 02 - 1052 C.D.

FILED

OCT 07 2002

William A. Shaw
Prothonotary

P R A E C I P E

TO WILLIAM A. SHAW, PROTHONOTARY

SIR:

Kindly mark our appearance on behalf of the above-named Plaintiff withdrawn.

Respectfully submitted,

GLEASON, CHERRY AND CHERRY, L.L.P.

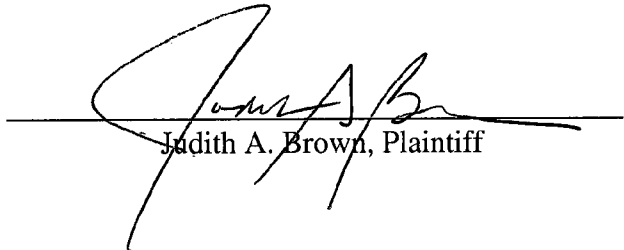
By


Toni M. Cherry

Dated: October 3, 2002

AND NOW, this 7th day of October, 2002, the undersigned, Plaintiff in the above-captioned action, hereby consents to the withdrawal of TONI M. CHERRY as her attorney of record.

Dated: October 7th, 2002


Judith A. Brown, Plaintiff

FILED_{ice}

(Signature)

0/2:41 ~~64~~
OCT 07 2002

Atty. J. Cherry

com to c/a

William A. Shaw
Prothonotary

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

JUDITH A. BROWN,
Plaintiff

vs.

THOMAS R. OCHREITOR and
SUSAN M. OCHREITOR, husband and
wife, and ROGER L. DUFFEE,
Defendants

: No. 02 – 1052 – C.D.
:
: Type of Case: CIVIL
:
: Type of Pleading: COMPLAINT
:
: Filed on Behalf of: PLAINTIFF
:
: Counsel of Record for This Party:
: PAUL E. CHERRY, ESQUIRE
:
: Supreme Court No. 42945
:
: CHERRY & CHERRY
: 23 East Park Avenue
: DuBois, PA 15801
: (814) 371-3288

FILED

OCT 30 2002

William A. Shaw
Prothonotary

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

JUDITH A. BROWN,
Plaintiff

vs.

THOMAS R. OCHREITOR and
SUSAN M. OCHREITOR, husband and
wife, and ROGER L. DUFFEE,
Defendants

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: No. 02 - 1052 - C.D.
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COMPLAINT

AND NOW comes the Plaintiff, JUDITH A. BROWN, by and through her attorney,
CHERRY & CHERRY, averring the following causes of action:

1. Plaintiff, JUDITH A. BROWN, is an adult individual who resides at 1552 Treasure Lake, DuBois, Clearfield County, Pennsylvania 15801.

2. Defendant, THOMAS R. OCHREITOR, is an adult individual who resides at 668 Treasure Lake, DuBois, Clearfield County, Pennsylvania 15801.

3. Defendant, SUSAN M. OCHREITOR, is an adult individual, intermarried with Defendant, THOMAS R. OCHREITOR, who resides at 668 Treasure Lake, DuBois, Clearfield County, Pennsylvania 15801.

4. Defendant, ROGER L. DUFFEE, is an adult individual who resides at 783 Treasure Lake, DuBois, Clearfield County, Pennsylvania 15801.

5. Defendants, THOMAS R. OCHREITER and SUSAN M. OCHREITOR, acquired the real property situate at Section 16, Lot No. 14, Treasure Lake, Sandy Township, Clearfield County, Pennsylvania, on July 15, 1999, solely for the purpose of constructing a "spec" house for resale.

6. Defendant, ROGER L. DUFFEE, is primarily engaged in the business of a construction contractor which includes the construction, repair, and remodeling of residential homes.

7. Defendant, SUSAN M. OCHREITOR, is the sister of Defendant, ROGER L. DUFFEE.

8. That on May 15, 2000, Dorothy Bruzgo, on behalf of Plaintiff, and Defendants entered into a Standard Agreement for the Sale of Real Estate through Coldwell Banker Developac Realty for the purchase of the residential "spec" home located at Section 16, Lot 14, Treasure Lake, Sandy Township, Clearfield County, Pennsylvania, for the purchase price of One Hundred Nineteen Thousand, Four Hundred Dollars (\$119,400.00). A true and correct copy of the Standard Agreement for the Sale of Real Estate is attached hereto and made a part hereof as Exhibit "A".

9. Defendants did assure Plaintiff that all work performed on the property had been performed by Defendants in a good, proper and workmanlike manner.

10. The Standard Agreement for the Sale of Real Estate clearly set forth under 5(g) "One (1) year builder warranty and additional builders warranty covering years 2-5 to be provided by seller".

11. By deed dated July 7, 2000, Plaintiff purchased the property situate at Section 16, Lot 14, Treasure Lake, Clearfield County, Pennsylvania from Defendants, THOMAS R. OCHREITOR and SUSAN M. OCHREITOR, for the consideration of One Hundred Nineteen Thousand Four Hundred Dollars (\$119,400.00). A true and correct copy of said deed is attached hereto and made a part hereof as Exhibit "B".

12. The original home design included a basic treated wood deck, however, Plaintiff paid Defendants an additional Four Thousand Dollars (\$4,000.00) for the construction of a large Weyerhaeuser Composite ChoiceDek Plus.

13. That Plaintiff has made various improvements to the property including, but not limited to: installation of a basketball hoop, installation of exterior lighting, installation of landscaping, and repair of water heater valve.

14. That in September of 2000, Defendant, ROGER L. DUFFEE, completed construction of the deck.

15. In October of 2000, Plaintiff notified Defendant, ROGER L. DUFFEE, that there were problems with the deck including spindles moving, post wrapping was warping and the banister could be rocked.

COUNT I

STRICT LIABILITY

22. Plaintiff incorporates herein by reference the allegations set forth in paragraphs 1 through 21 above as though the same were fully set forth at length.

23. The inspections conducted pursuant to paragraph 18, indicated that the problems Plaintiff was experiencing with the residential "spec" home were caused by the defective construction of said home.

24. The inspections conducted pursuant to paragraph 18, indicated that the defects existed at the time the residential "spec" home left Defendants' care, custody, and control, and rendered the residential "spec" home inhabitable and unreasonably dangerous for its intended use.

25. The inspections conducted pursuant to paragraph 18, indicated that the problems Plaintiffs was experiencing with the residential "spec" home were caused by the construction of said home being performed in a poor, improper and unworkmanlike manner.

26. As a result of the defective nature of the construction of the residential "spec" home, and said work being performed in a poor, improper and unworkmanlike manner, Defendants are strictly liable to Plaintiff pursuant to § 402A of the Restatement (Second) of Torts for the following reasons:

- (a) failure to install a fresh air intake;
- (b) failure to properly install insulation throughout the attic;
- (c) failure to install insulation in front porch roof;
- (d) failure to install adequate access to attic;
- (e) failure to install a walkway in attic;
- (f) failure to properly install bathroom vents which have become covered by blown-in cellulose insulation in attic;
- (g) failure to cover exposed wires and electric boxes in attic;
- (h) failure to install protective baffles on electric fixtures lying under blown-in cellulose insulation in the attic;

- (d) failure to install adequate access to attic;
- (e) failure to install a walkway in attic;
- (f) failure to properly install bathroom vents which have become covered by blown-in cellulose insulation in attic;
- (g) failure to cover exposed wires and electric boxes in attic;
- (h) failure to install protective baffles on electric fixtures lying under blown-in cellulose insulation in the attic;
- (i) failure to properly install blown-in cellulose insulation into walls and attic which is now falling into electric outlets, switches and light fixtures;
- (j) failure to properly construct roof;
- (k) failure to install a propane cover on propane tank pursuant to building codes;
- (l) failure to properly install rear deck;
- (m) failure to properly install front bay window;
- (n) failure to properly paint front porch;
- (o) failure to properly install rain spouting on front porch;
- (p) failure to properly install plumbing of toilet into main sewer line;
- (q) failure to properly dye and seal application to front concrete sidewalk;
- (r) failure to repair of pressure switch on gas water heater;
- (s) other defects as may become evident through the course of discovery or trial.

30. As the direct result of the defects in the construction of the residential "spec" home, and said work being performed in a poor, improper and unworkmanlike manner, Plaintiff is unable to resell said home as said defects must be disclosed to any and all potential buyers.

WHEREFORE, Plaintiff, JUDITH A. BROWN, demands judgment against Defendants, THOMAS R. OCHREITOR, SUSAN M. OCHREITOR, and ROGER L. DUFFEE, in an amount in excess of Twenty Five Thousand Dollars (\$25,000.00), exclusive of interest and costs of suit.

COUNT III

BREACH OF WARRANTY

31. Plaintiff incorporates herein by reference the allegations set forth in paragraphs 1 through 21 and Count I and II above as though the same were fully set forth at length.

32. At the time Plaintiff purchased the residential "spec" home, Defendants warranted, both expressly and impliedly, that the property was constructed in a workmanlike manner, was free from construction defects, and was safe and suitable for the uses for which it is intended.

33. Defendant breached the aforesaid warranties, both express and implied, by improperly constructing the residential "spec" home and by performing the work on said "spec" home in a poor, improper and unworkmanlike manner.

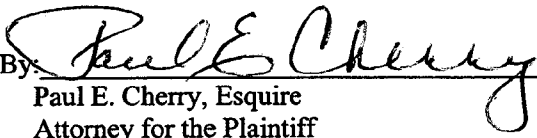
34. As the direct result of Defendants' breach of their express and implied warranties, Plaintiff is unable to resell said home as said defects must be disclosed to any and all potential buyers.

35. A jury trial is demanded.

WHEREFORE, Plaintiff, JUDITH A. BROWN, demands judgment against, THOMAS R. OCHREITOR, SUSAN M. OCHREITOR, and ROGER L. DUFFEE, in an amount greater than Twenty Five Thousand and 00/100 Dollars (\$25,000.00) with costs and interest.

Respectfully submitted,

CHERRY & CHERRY

By: 
Paul E. Cherry, Esquire
Attorney for the Plaintiff

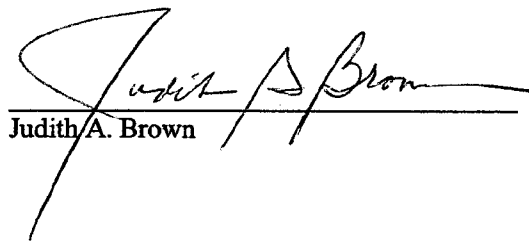
COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF CLEARFIELD :

I, JUDITH A. BROWN, Plaintiff herein, verify that that the statements made in the foregoing Complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.

Date:

October 18, 2002


Judith A. Brown

STANDARD AGREEMENT FOR THE SALE OF REAL ESTATE

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of REALTORS® (PAR).

A/S-2K

PA LICENSED BROKER
LISTING BROKER (Company) COLDWELL BANKER
DEVELOPAC REALTY
ADDRESS 998 BEAVER DRIVE
DU BOIS, PA 15801
PH (814) 375-1167 **FAX** (814) 375-9842
DESIGNATED AGENT FOR SELLER (if applicable)

PA LICENSED BROKER
SELLING BROKER (Company) _____
ADDRESS _____
PH _____ **FAX** _____
DESIGNATED AGENT FOR BUYER (if applicable)

1. **This Agreement**, dated MAY 15, 2000, is between

SELLER(S): ROGER L. DUFFEE
THOMAS R. & SUSAN M. OCHREITOR

668 TREASURE LAKE, DU BOIS, PA 15801, called "Seller," and

BUYER(S): DOROTHY BRUZGO AND ASSIGNEES
P. O. BOX 274

LAKE HARMONY, PA 18624, called "Buyer."

2. **PROPERTY (1-98)** Seller hereby agrees to sell and convey to Buyer, who hereby agrees to purchase:

ALL THAT CERTAIN lot or piece of ground with buildings and improvements thereon erected, if any, known as:

SECTION 16 LOT 14, TREASURE LAKE

County of CLEARFIELD in the TOWNSHIP of SANDY,
in the Commonwealth of Pennsylvania, Zip Code 15801

Identification (e.g., Tax ID#; Parcel #; Lot, Block; Deed Book, Page, Recording Date) MAP #: 128-C3-16-14-21

3. TERMS (1-00)

(A) **Purchase Price** ONE HUNDRED NINETEEN THOUSAND FOUR HUNDRED AND NO/100 Dollars

which will be paid to Seller by Buyer as follows:

(B) Cash or check at signing this Agreement: \$ 4,000.00

(C) Cash or check within _____ days of the execution of this Agreement: \$ _____

(D) _____ \$ _____

(E) Cash, cashier's or certified check at time of settlement: \$ 115,400.00

TOTAL \$ 119,400.00

(F) Deposits paid on account of purchase price to be held by Listing Broker, unless otherwise stated here: _____

(G) Seller's written approval to be on or before: MAY 17, 2000

(H) Settlement to be made on or before: JULY 7, 2000

(I) Conveyance from Seller will be by fee simple deed of special warranty unless otherwise stated here: _____

(J) Payment of transfer taxes will be divided equally between Buyer and Seller unless otherwise stated here: _____

(K) At time of settlement, the following will be adjusted pro-rata on a daily basis between Buyer and Seller, reimbursing where applicable: taxes; rents; interest on mortgage assumptions; condominium fees and homeowner association fees, if any; water and/or sewer fees, if any, together with any other lienable municipal service. The charges are to be pro-rated for the period(s) covered: Seller will pay up to and including the date of settlement; Buyer will pay for all days following settlement, unless otherwise stated here: _____

4. FIXTURES & PERSONAL PROPERTY (1-00)

(A) **INCLUDED** in this sale and purchase price are all existing items permanently installed in the Property, free of liens, including plumbing; heating; lighting fixtures (including chandeliers and ceiling fans); water treatment systems; pool and spa equipment; garage door openers and transmitters; television antennas; shrubbery, plantings and unpotted trees; any remaining heating and cooking fuels stored on the Property at the time of settlement; wall to wall carpeting; window covering hardware, shades, blinds; built-in air conditioners; built-in appliances; and the range/oven unless otherwise stated. Also included: DISPOSAL

(B) **LEASED** items (items not owned by Seller): _____

(C) **EXCLUDED** fixtures and items: _____

5. SPECIAL CLAUSES (1-00)

(A) ☒ Buyer and Seller have received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.366.

(B) ☒ Buyer and Seller have received a statement of their respective estimated closing costs before signing this Agreement.

(C) ☐ Buyer has received the Seller's Property Disclosure Statement before signing this Agreement, if required by law. (See Notice, Information

- (G) Seller's written approval to be on or before: _____
- (H) Settlement to be made on or before: JULY 7, 2000
- (I) Conveyance from Seller will be by fee simple deed of special warranty unless otherwise stated here: _____
- (J) Payment of transfer taxes will be divided equally between Buyer and Seller unless otherwise stated here: _____
- (K) At time of settlement, the following will be adjusted pro-rata on a daily basis between Buyer and Seller, reimbursing where applicable: taxes; rents; interest on mortgage assumptions; condominium fees and homeowner association fees, if any; water and/or sewer fees, if any, together with any other lienable municipal service. The charges are to be pro-rated for the period(s) covered: Seller will pay up to and including the date of settlement; Buyer will pay for all days following settlement, unless otherwise stated here: _____

4. FIXTURES & PERSONAL PROPERTY (1-00)

- (A) INCLUDED in this sale and purchase price are all existing items permanently installed in the Property, free of liens, including plumbing; heating; lighting fixtures (including chandeliers and ceiling fans); water treatment systems; pool and spa equipment; garage door openers and transmitters; television antennas; shrubbery, plantings and unpotted trees; any remaining heating and cooking fuels stored on the Property at the time of settlement; wall to wall carpeting; window covering hardware, shades, blinds; built-in air conditioners; built-in appliances; and the range/oven unless otherwise stated. Also included: DISPOSAL
- (B) LEASED items (items not owned by Seller): _____
- (C) EXCLUDED fixtures and items: _____

5. SPECIAL CLAUSES (1-00)

- (A) ☒ Buyer and Seller have received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.366.
- (B) ☒ Buyer and Seller have received a statement of their respective estimated closing costs before signing this Agreement.
- (C) ☐ Buyer has received the Seller's Property Disclosure Statement before signing this Agreement, if required by law. (See Notice, Information Regarding the Seller's Property Disclosure Act.)
- (D) ☐ Buyer has received the Deposit Money Notice (for cooperative sales when Listing Broker is holding deposit money) before signing this Agreement.
- (E) The following are part of this Agreement if checked:
- | | |
|---|---|
| <input type="checkbox"/> Sale & Settlement of Other Property Contingency Addendum (PAR Form 130) | <input type="checkbox"/> Settlement of Other Property Contingency Addendum (PAR Form 133) |
| <input type="checkbox"/> Sale & Settlement of Other Property Contingency with Right to Continue Marketing Addendum (PAR Form 131) | <input type="checkbox"/> Tenant-Occupied Property Addendum (PAR Form TOP) |
| | <input checked="" type="checkbox"/> <u>BUYER ACKNOWLEDGES RECEIPT OF LEGAL</u> |
| | <input type="checkbox"/> <u>DESCRIPTION FROM DEED.</u> |
- (F) TLPOA TRANSFER FEE OF \$465 TO BE PAID BY BUYER.
- (G) ONE YEAR BUILDER WARRANTY AND ADDITIONAL BUILDERS WARRANTY COVERING YEARS 2 - 5 TO BE PROVIDED BY SELLER.
- (H) \$400 DISHWASHER ALLOWANCE, \$800 LIGHTING ALLOWANCE, PAVED DRIVEWAY, SHOWER DOOR.

Buyer Initials: ALB

A/S-2K Page 1 of 8

Seller Initials: RD-11



Pennsylvania Association of REALTORS®
The Values for Real Estate® in Pennsylvania

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1/00

THE HOPKINS LAW FIRM

900 Beaver Drive, DuBois, Pennsylvania 15801
VOICE: (814) 375-0300 FAX: (814) 375-5035

County Parcel No. _____

STARCK
REORDER
COUNTY
/on 14
NUMBER
9554
D ON
2000
2 PM
- \$13.00
MENT \$1.00
NO \$1.00
\$1,194.00
\$0.50
\$597.00
\$597.00
\$2,403.50

THIS DEED

MADE the 7th day of July, in the year two thousand (2000)

BETWEEN **THOMAS R. OCHREITOR** and **SUSAN M. OCHREITOR**, husband and wife, whose address is 668 Treasure Lake, DuBois, Pennsylvania 15801, referred to as Grantor;

A
N
D

JUDITH A. BROWN, a separated, married, individual, whose address is 1552 Treasure Lake, DuBois, Pennsylvania 15801 referred to as Grantee;

The words "Grantor" and "Grantee" shall mean all Grantors and Grantees listed above.

WITNESSETH, That in consideration of ONE HUNDRED NINETEEN THOUSAND FOUR HUNDRED DOLLARS (\$119,400.00), in hand paid, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey to the said Grantee,

ALL that certain tract of land designated as Section 16, Lot 14, "Aruba", in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Clearfield County Recorder's Office.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Misc. Book Vol. 146, p. 476; all of said restrictions being covenants which run with the land.

3. All minerals and mining rights of every kind and nature.

4. A lien for all unpaid charges or assessments as may be made by Treasure Lake, Inc. or Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.

SUBJECT TO all exceptions, reservations, conditions, restrictions, easements and rights-of-way as fully as the same are contained in all prior deeds, instruments or writings or in any other manner touching or affecting the premises hereby conveyed.

BEING the same premises conveyed to Thomas R. Ochreitor and Susan M. Ochreitor, husband and wife, by deed of Marie M. Rogers, widow, dated July 15, 1999, and recorded in the Office of the Recorder of Clearfield County as instrument # 199912700..

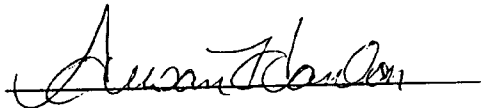
THE GRANTORS HEREIN STATE THAT THE HEREINABOVE DESCRIBED PROPERTY IS NOT PRESENTLY BEING USED FOR THE DISPOSAL OF HAZARDOUS WASTE NOR TO THE BEST OF HIS/HER/THEIR KNOWLEDGE, INFORMATION AND BELIEF HAS IT EVER BEEN USED FOR THE DISPOSAL OF HAZARDOUS WASTE. THIS STATEMENT IS MADE IN COMPLIANCE WITH THE SOLID WASTE MANAGEMENT ACT, NO. 1980-97, SECTION 405.

PROMISES. And the said Grantor herein will **SPECIALY WARRANT AND FOREVER DEFEND** the property hereby conveyed.

IN WITNESS WHEREOF, said Grantor has hereunto set his/her hand and seal, the day and year first above-written.



 (Seal)
THOMAS R. OCHREITOR



 (Seal)
SUSAN M. OCHREITOR

Commonwealth of Pennsylvania

)

:SS:

County of Clearfield

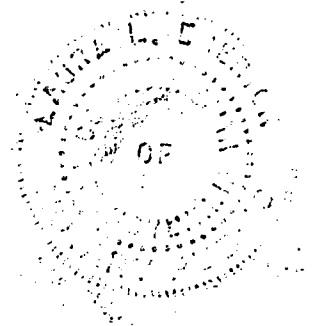
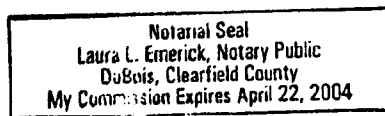
)

On this, the 24th day of July, 2000, before me, the undersigned officer, personally appeared THOMAS R. OCHREITOR and SUSAN M. OCHREITOR, husband and wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My Commission Expires: 4/22/2004

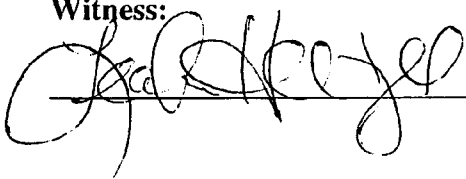
Laura L. Emerick
Notary Public

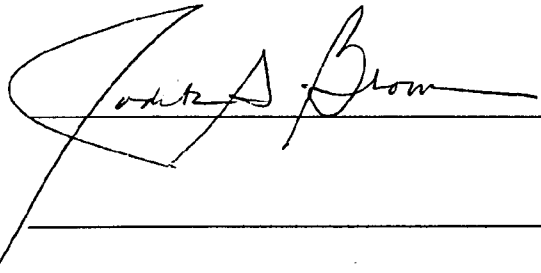


NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:





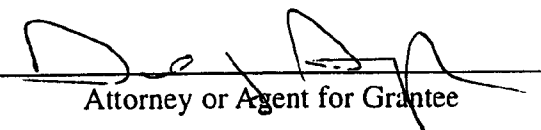
This ____ day of _____, ____.

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE OF THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This Notice is set forth pursuant to Act No. 255, approved September 10, 1965, as amended.)

CERTIFICATE OF RESIDENCE

I/we hereby certify, that the precise residence for the Grantee herein is as follows:

1552 Treasure Lake
DuBois, PA 15801



Attorney or Agent for Grantee

*Letter from
Weyerhaeuser
concerning Deck*


Judy Brown
1552 Treasure Lake
Dubois, PA 15801

This letter is in reference to the inspection I made of the deck on the rear of your home. The problems you are experiencing with your deck are due to improper installation techniques. The deck boards are to be spaced at least 1/8" when laid end to end. The boards on your deck are jammed tightly together. This condition will not permit expansion and contraction of the boards, and will lead to buckling. The boards should also be separated down the entire length so that pounding of water, buckling and cleaning are not a problem. During the investigation it was also noted that the fascia boards and pickets were nailed on with a finish nailer shooting 6 and 8 penny finish nails. The proper installation is stainless or galvanized screws or Maize screw nails. It was also noted that the railing post were notched and then nailed on with 16 penny galvanized nails. For safety reasons I would suggest that the railing posts be bolted on or at the very least, lagged on.

As for the Choice Dek products on your deck, they are performing as outlined in our warranty and are holding up as well as can be expected under the circumstance under which they were installed.

If you need any further information please feel free to contact me at 1-800-245-2479.

Kenneth J. Koronowski




Field Service Representative
Weyerhaeuser Company

CC: 84 Lumber Falls Creek

Building Materials Distribution

Ken Koronowski
Field Service Representative
ken.koronowski@
weyerhaeuser.com

4001 Wm Penn Highway
Murrysville PA 15668
Tel (724) 327 1000
Toll Free (800) 245 2479
Voice Mail (800) 338 1542
Box 9784
Home Phone/Fax (814) 695 1381

100th
Anniversary  Weyerhaeuser

Kurt Schiller - General Manager
800-245-2479

Ken Koronowski
Outside Seller - same number

84 - Lumber - Andy

215 SOUTH CHURCH ST
DUBOIS, PA. 15801



PHONE 814-371-6020
FAX 814-372-8604

FLEEGER CONTRACTING

NAME DENNY GIBBONS
ADDRESS TREASURE LAKE
DUBOIS, PA. 15801
PHONE 814-375-2626

DATE 03/11/02

WE HEREBY PROPOSE TO FURNISH THE MATERIALS AND PERFORM THE LABOR NECESSARY FO THE COMPLETION OF:

REMOVE EXISTING DECK, APPROXAMATELY 16 X 30. DISAMBLE AND STACK IN BACK YARD. DRILL 12 POSTS HOLES. POUR 120 LBS. OF CONCRETE IN EACH HOLE. SET 6 X 6 TREATED POST. INSTALL DOUBLED 2 X 10 X 16 TO CREATE 4 HEADERS TO PLACE DECK FRAMEWORK ON. BOLT 2 X 10S TO 6 X 6 USING 1/2 X 4 LAGS. INSTALL 2 X 8 X 16S. FRAME ON 16" CENTERS. INSTALL CHOICE DECKING OPPISITE DIRECTION OF OLD DECK. RUNNING 16' LENGTH. BUILD 4' WIDE STEPS, INSTALL ON BACK SIDE OF DECK. DADO 4 X 4 HAND RAIL POST, BOLT TO DECK. COVER POST AND FACE PLATE OF DECK WITH CHOICE DECKING. INSTALL 2 X 2 PICKETS. INSTALL TOP HANDRAIL. CHOICE DECKING TO BE INSTALLED TO MANUFACTURES' SPECIFACATIONS..

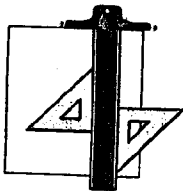
CLEAN UP AND HAUL AWAY ALL DEBRIS

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND THE ABOVE WORK TO BE PERFORMED IN A WORKMANLIKE MANNER FO THE SUM OF \$ 9200.00 , WITH PAYMENTS TO BE MADE AS FOLLOWS, 1/2 DOWN AND 1/2 UPON COMPLETION
ANY CHANGES FROM THE ABOVE WORK INVOLVING EXTRA COSTS WILL BE DONE ONLY UPON WRITTEN ORDERS AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ORIGINAL ESTIMATE.
WORKMAN'S COMPENSATION AND GENERAL LIABILITY INSURANCE TO BE CARRIED BY FRED FLEEGER CONTRACTING.

SIGNATURE_____

SIGNATURE_____

Exhibit "D"



KRIEBEL CONSTRUCTION

Philip Kriebel, General Contractor
2252 Carwick Rd.
Rimersburg, PA. 16248
(814) 745-2708

Number: 609

Date: March 19, 2002

Ship To:

Judith A. Brown
1552 Treasure Lake
Sect 16 Lot 14
DuBois, PA 15801

PO Number	Terms	Project	Customer #
QUOTE	Good 120 days	Rear Deck	JBrown

Date	Description	Amount
03/19/02	<p>Proposal for new rear deck to replace current deck.</p> <p>Tear down 16 x 30 deck currently on property.</p> <p>Construct new deck 16 x 30 in a professional manner according to specks for Choice Deck Materials.</p> <p>Drill 12 post holes and pour concrete in each hole . Set 6x6 posts into concrete and install double 2x10x16 for placing of 4 headers.</p> <p>Choice deck wrap to be installed on posts and face plates.</p> <p>Ballusts 2x2 installed and plowed handrail.</p> <p>Clean up and haul away all debris.</p> <p>PAYMENT 1/2 DOWN 1/2 UPON COMPLETION.</p>	8,900.00
Total		\$8,900.00

0 - 30 days	31 - 60 days	61 - 90 days	> 90 days	Total
\$8,900.00	\$0.00	\$0.00	\$0.00	\$8,900.00

215 SOUTH CHURCH ST
DUBOIS, PA. 15801



PHONE 814-371-6020
FAX 814-372-8604

FLEEGER CONTRACTING

NAME DENNY GIBBONS
ADDRESS TREASURE LAKE
DUBOIS, PA. 15801
PHONE 814-375-2626

DATE 03/11/02

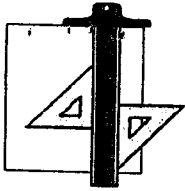
WE HEREBY PROPOSE TO FURNISH THE MATERIALS AND PERFORM THE LABOR NECESSARY FO THE COMPLETION OF:

REMOVE SHINGLES ON OVERHANGS, UP 36 INCHES TO 40 INCHES. CUT SHEETING OUT AT 30 INCHES FROM FASCIA.
REINSTALL NEW SHEETING WITH H-CLIPS. COVER WITH ICE GUARD. INSTALL NEW SHINGLES AND DRIP EDGE,
APPROXAMATELY 140 RUNNING FEET.

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND THE ABOVE WORK TO BE PERFORMED IN A WORKMANLIKE MANNER FO THE SUM OF
\$ 2800.00 , WITH PAYMENTS TO BE MADE AS FOLLOWS, 1/2 DOWN AND 1/2 UPON COMPLETION
ANY CHANGES FROM THE ABOVE WORK INVOLVING EXTRA COSTS WILL BE DONE ONLY UPON WRITTEN ORDERS AND WILL BECOME AN EXTRA
CHARGE OVER AND ABOVE THE ORIGINAL ESTIMATE.
WORKMAN'S COMPENSATION AND GENERAL LIABILITY INSURANCE TO BE CARRIED BY FRED FLEEGER CONTRACTING.

SIGNATURE_____

SIGNATURE_____



KRIEBEL CONSTRUCTION

Philip Kriebel, General Contractor
2252 Carwick Rd.
Rimersburg, PA. 16248
(814) 745-2708

Number: 610

Date: March 19, 2002

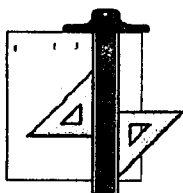
Ship To:

Judith A. Brown
1552 Treasure Lake
Sect 16 Lot 14
DuBois, PA 15801

PO Number	Terms	Project	Customer #
QOUTE	Good 120 days	Roof Repair	JBrown

Date	Description	Amount
03/19/02	Proposal for roof repair . Improper sheeting of roof. Remove shingles on 4 feet of overhangs . Cut sheeting about 32 inches from fascia. Reinstall new sheeting and cover with ice guard. Install new shingles and long drip edge . Approx. 145 feet. PAYMENT 1/2 DOWN 1/2 UPON COMPLETION.	3,100.00
Total		\$3,100.00

0 - 30 days	31 - 60 days	61 - 90 days	> 90 days	Total
\$3,100.00	\$0.00	\$0.00	\$0.00	\$3,100.00



KRIEBEL CONSTRUCTION

Philip Kriebel, General Contractor
2252 Carwick Rd.
Rimersburg, PA. 16248
(814) 745-2708

Number: 611

Date: March 19, 2002

Ship To:

Judith A. Brown
1552 Treasure Lake
Sect 16 Lot 14
DuBois, PA 15801

PO Number	Terms	Project	Customer #
QUOTE	Good 120 days	Windows Door Poly	JBrown

Date	Description	Amount
03/19/02	<p>Insufficient Polyurethane on all interior woodwork. Mold growing on windows due to lack of sealing wood.</p> <p>Refinish and cover 3 coats on 6 windows and 1 Patio door.</p> <p>Materials and cleanup included.</p> <p>PAYMENT 1/2 DOWN 1/2 UPON COMPLETION.</p>	850.00
Total		\$850.00

0 - 30 days	31 - 60 days	61 - 90 days	> 90 days	Total
\$850.00	\$0.00	\$0.00	\$0.00	\$850.00

CHRIS JERRY
395 TREASURE LANE
DUBOIS PA 15801
414-372-2187

KYC REPAIRS

To: JUDY BROWN

PHONE:

From: CHRIS JERRY

Date: 11/30/01

Re: MAKE UP AIR TO FURNACE

ADDRESS

CC: DENNIS GIBBONS

ESTIMATE

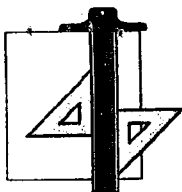
MAKE UP AIR SYSTEM FOR FURNACE

PARTS WILL INCLUDE STAINLESS 4" MAKE UP AIR HOOD AND GALVANIZED VENT
PIPE TO FURNACE RETURN AND A MANUAL DAMPER AT FURNACE

LABOR= 4 HOURS @ 40.00 PER HOUR ON 11/27/2001 160.00

PARTS = SEE RECEIPT ATTACHED 105.00

TOTAL \$ 265.00



KRIEBEL CONSTRUCTION

Philip Kriebel, General Contractor
2252 Canwick Rd.
Rimersburg, PA. 16248
(814) 745-2708

Number: 618

Date: March 20, 2002

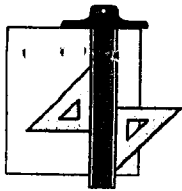
Ship To:

Judith A. Brown
1552 Treasure Lake
Sect 16 Lot 14
DuBois, PA 15801

PO Number	Terms	Project	Customer #
QUOTE	Good 120 days	Front porch	JBrown

Date	Description	Amount
03/19/02	Front porch fence and rail paint insufficient. Prep and paint . Clean up and materials PAYMENT 1/2 DOWN 1/2 UPON COMPLETION.	350.00
Total		\$350.00

0 - 30 days	31 - 60 days	61 - 90 days	> 90 days	Total
\$350.00	\$0.00	\$0.00	\$0.00	\$350.00



KRIEBEL CONSTRUCTION

Philip Kriebel, General Contractor
2252 Carwick Rd.
Rimersburg, PA. 16248
(814) 745-2708

Number: 608

Date: March 19, 2002

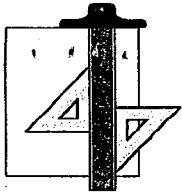
Ship To:

Judith A. Brown
1552 Treasure Lake
Sect 16 Lot 14
DuBois, PA 15801

PO Number	Terms	Project	Customer #
QUOTE	Good 120 days	Spouting	JBrown

Date	Description	Amount
03/19/02	Proposal for repair of rain spouting. Replace spouting 140 running feet - tie in properly to drip edge. (re-use all down spouting) All work done in a professional manner. Clean up and haul away all debris. PAYMENT 1/2 DOWN 1/2 UPON COMPLETION.	1,200.00
Total		\$1,200.00

0 - 30 days	31 - 60 days	61 - 90 days	> 90 days	Total
\$1,200.00	\$0.00	\$0.00	\$0.00	\$1,200.00



KRIEBEL CONSTRUCTION

Philip Kriebel, General Contractor
2252 Carwick Rd.
Rimersburg, PA. 16248
(814) 745-2708

Number: 014

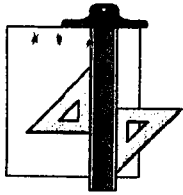
Date: April 04, 2002

Ship To:

Judith A. Brown
1552 Treasure Lake
Sect 16 Lot 14
DuBois, PA 15801

PO Number	Terms	Project	Customer #
QUOTE	Good 120 days	Front Bay Window	JBrown

Date	Description	Amount
04/04/02	Condensation problem in front bay window. Poor insulation around winows . Water dripping around down window from inside. No insulation above porch ceiling. This is causing condensation problem. To correct problem add insulation above porch because no wall seperation between porch and house. Tear off exterior siding on porch remove wet celotex , install new wallboard and tyvek and CDX. plywood. Reinstall siding.	3,650.00
Total		\$3,650.00



KRIEBEL CONSTRUCTION

Philip Kriebel, General Contractor
2252 Canwick Rd.
Rimersburg, PA. 16248
(814) 745-2708

Number: 619

Date: March 20, 2002

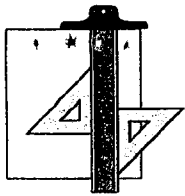
Ship To:

Judith A. Brown
1552 Treasure Lake
Sect 16 Lot 14
DuBois, PA 15801

PO Number	Terms	Project	Customer #
QUOTE	Good 120 days	Plumbing	JBrown

Date	Description	Amount
03/19/02	Improper plumbing of toilet line into main sewer line . Toilets cannot be used while laundry is being done. Replumb the toilet line into main sewer . PAYMENT 1/2 DOWN 1/2 UPON COMPLETION.	375.00
Total		\$375.00

0 - 30 days	31 - 60 days	61 - 90 days	> 90 days	Total
\$375.00	\$0.00	\$0.00	\$0.00	\$375.00



KRIEBEL CONSTRUCTION

Philip Kriebel, General Contractor
2252 Carwick Rd.
Rimersburg, PA. 16248
(814) 745-2708

Number: 622

Date: April 03, 2002

Ship To:

Judith A. Brown
1552 Treasure Lake
Sect 16 Lot 14
DuBois, PA 15801

PO Number	Terms	Project	Customer #
QUOTE	Good 120 days	Walkway	JBrown

Date	Description	Amount
03/19/02	Front concrete walkway from driveway to house improper dye and seal application. Remove walkway and install correct walkway.	1,800.00
Total		\$1,800.00

0 - 30 days	31 - 60 days	61 - 90 days	> 90 days	Total
\$1,800.00	\$0.00	\$0.00	\$0.00	\$1,800.00

CHRIS JERRY
695 TREASURE LAKE
DUBOIS PA 15801

814-372-2187

KYC REPAIRS

To: JUDY Fax: [Click here and type fax number]
From: CHRIS JERRY Date: 11/29/01
Re: REPAIR OF WATER HEATER Pages: [Click here and type number of pages]
CC: DENNIS GIBBIONS

INVOICE

REPAIR OF WATER HEATER

STATE SELECT BRAND MODEL :PR640POVT SERIAL : C00104569

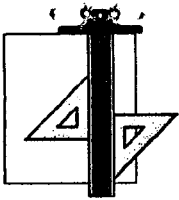
PRESSURE SWITCH ON BACK OF THE GAS VALVE FAILED CLOSED.(UNIT WOULD
WORK INTERMITTANTLY IF TAPPED) THIS CAUSED THE FLUE FAN TO STAY ON
CONSTANTLY

LABOR= TWO HOURS @ 40.00 PER HOUR ON 11/27/2001

PARTS = SEE RECEIPT ATTACHED

TOTAL \$ 80.00

KYC REPAIRS



KRIEBEL CONSTRUCTION

Philip Kriebel, General Contractor
2252 Carwick Rd.
Rimersburg, PA. 16248
(814) 745-2708

Number: 617

Date: March 20, 2002

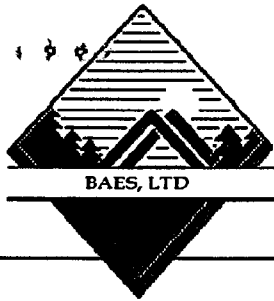
Ship To:

Judith A. Brown
1552 Treasure Lake
Sect 16 Lot 14
DuBois, PA 15801

PO Number	Terms	Project	Customer #
QUOTE	Good 120 days	Gas Tank	JBrown

Date	Description	Amount
03/19/02	Construct cover around Gas tank as per Treasure Lake Building Code. PAYMENT 1/2 DOWN 1/2 UPON COMPLETION.	310.00
Total		\$310.00

0 - 30 days	31 - 60 days	61 - 90 days	> 90 days	Total
\$310.00	\$0.00	\$0.00	\$0.00	\$310.00



BROCKWAY ANALYTICAL AND ENVIRONMENTAL SERVICES, LTD.

A SUBSIDIARY OF MOUNTAIN RESEARCH, INC.

An Environmental Services & Laboratory Services Corporation

Brockway Analytical & Environmental Services, Ltd.

Date: 03-May-02

CLIENT: Denny Gibbons
Judy Brown
1552 Treasure Lake
DuBois, PA 15801

Project Manager: Mike Morris
Project Name: Judy Brown-Asbestos Analysis
Project Id: 6744.02.01

Lab Order: 0204132
Lab ID: 0204132-01
Collected By: client
Tag Number: n/a
Collection Date: 04/17/02
Matrix: Solid - grab
Client Sample ID: Bedroom

Test Name	Test Code	Result	Detection Limit	Units	Date	Analyst
Analyses						
ASBESTOS CONTAINING MATERIALS		ACM_PLM				
Actinolite		ND	1	wt%	04/29/02	CEI
Amosite		ND	1	wt%	04/29/02	CEI
Anthophyllite		ND	1	wt%	04/29/02	CEI
Chrysotile		ND	1	wt%	04/29/02	CEI
Crocidolite		ND	1	wt%	04/29/02	CEI
Tremolite		ND	1	wt%	04/29/02	CEI
NON ASBESTOS CONTAINING MATERIALS		NACM_PLM				
Cellulose		85	1	wt%	04/29/02	CEI
Fibrous Glass		ND	1	wt%	04/29/02	CEI
Mineral Wool		ND	1	wt%	04/29/02	CEI
Nonfibrous Material		ND	1	wt%	04/29/02	CEI
Other Fibers		5	1	wt%	04/29/02	CEI
Synthetic Fiber		10	1	wt%	04/29/02	CEI

Qualifiers: ND - Not Detected at the Reporting Limit

Reviewed and approved for Brockway Analytical and Environmental Services, Ltd

By Denny M. Gibbons Date 5/6/02

1 of 1

**BROCKWAY ANALYTICAL AND
ENVIRONMENTAL SERVICES, LTD.**

110 McCracken Run Road
DuBois, PA 15801

814-371-6030 Fax: 814-375-0823

Invoice

Invoice Number
L4836

Invoice Date:
May 6, 2002

Page:
1

Sold To:

Judy Brown
1552 Treasure Lake
DuBois, PA 15801

Ship To:

Judy Brown
1552 Treasure Lake
DuBois, PA 15801

Customer ID

B6744

Customer PO

Payment Terms

Net 30 Days

Sales Rep ID

Project Number

Discount Date

Due Date

6744.02.01

5/6/02

6/5/02

Description

SAMPLE FROM BEDROOM
LAB ORDER: 0204132
COLLECTION DATE: 4/17/02

Quantity

Item

Description

Unit Price

Extension

1.00

LAB ANALYSIS AND SAMPLING

105.00

105.00

BAES APPROVAL

DMZ

Check No:

Subtotal

105.00

Sales Tax

Total Invoice Amount

105.00

Payment Received

0.00

TOTAL

105.00

Overdue invoices are subject to finance charges.

12/2/84
MAY 20 1982
K27

THE PLANKENHORN CO., WILLIAMSPORT, PA.

CA

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

JUDITH A. BROWN,
Plaintiff

vs.

THOMAS R. OCHREITOR and
SUSAN M. OCHREITOR, husband
and wife, and ROGER L. DUFFEE,
Defendants

CIVIL ACTION - AT LAW

No. 02-1052-CD

Type of Pleading:

Preliminary Objections

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 13 2003

William A. Shaw
Prothonotary

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

JUDITH A. BROWN,
Plaintiff

vs.

No. 02-1052-CD

THOMAS R. OCHREITOR and
SUSAN M. OCHREITOR, husband
and wife, and ROGER L. DUFFEE,
Defendants

PRELIMINARY OBJECTIONS
FILED ON BEHALF OF DEFENDANTS

AND NOW, come the Defendants, Thomas R. Ochreitor, Susan M. Ochreitor, and Roger L. Duffee, by their attorneys, Hanak, Guido and Taladay, and hereby file the within Preliminary Objections to Plaintiff's Complaint.

1. Plaintiff has brought the within action seeking damages for alleged defects in workmanship in a residential property located at Treasure Lake, Clearfield County, Pennsylvania, which Plaintiff purchased from Defendants under an Agreement of Sale dated May 17, 2000.

2. Count 1 of Plaintiff's Complaint purports to state a cause of action and strict liability under §402A of the Restatement (Second) of Torts.

3. In Count 1 of the Complaint, Plaintiff alleges that because of "work being performed in a poor, improper and unworkmanlike manner, Plaintiff is unable to resell said home . . ."

4. The allegations and claims for damages set forth in Count I of Plaintiff's Complaint do not properly set forth a cause of action under 402A of the Restatement (Second) of Torts, which provides, in part, as follows:

One who sells any product in a defective condition and unreasonably dangerous to the user or consumer or to his property is subject to liability for physical harm thereby caused to the ultimate user or consumer, or to his property if (a) the seller is engaged in the business of selling such a product, and (b) is expected to and does reach the user or consumer without substantial change in the condition in which it is sold.

Restatement of Torts, Second, §402a

5. There is no allegation or inference that the home sold to Plaintiff by Defendants was in any way "unreasonably dangerous", or that any alleged defect has resulted in injury to person or property.

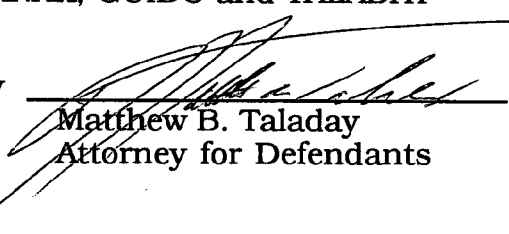
6. Plaintiff's Complaint fails to state a claim upon which relief can be granted under the theory of strict liability as set forth in Section 402A of the Restatement (Second) of Torts.

WHEREFORE, it is respectfully requested that Count I of Plaintiff's Complaint be stricken.

Respectfully submitted,

HANAK, GUIDO and TALADAY

By


Matthew B. Taladay
Attorney for Defendants

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

JUDITH A. BROWN,
Plaintiff

vs.

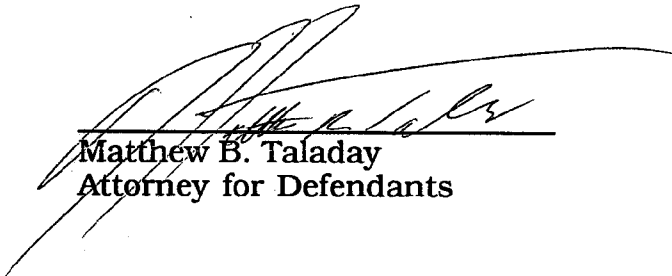
No. 02-1052-CD

THOMAS R. OCHREITOR and
SUSAN M. OCHREITOR, husband
and wife, and ROGER L. DUFFEE,
Defendants

CERTIFICATE OF SERVICE

I certify that on the 10 day of January, 2003, a true
and correct copy of Defendants' Preliminary Objections was mailed to
the following counsel of record by United States first class mail,
postage prepaid:

Paul E. Cherry, Esq.
Attorney for Plaintiff
Cherry & Cherry
23 East Park Avenue
DuBois, PA 15801


Matthew B. Taladay
Attorney for Defendants

FILED

M 18:49 201

JAN 13 2013

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William A. Shaw
Prothonotary

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

JUDITH A. BROWN,
Plaintiff

vs.

THOMAS R. OCHREITOR and
SUSAN M. OCHREITOR, husband and
wife, and ROGER L. DUFFEE,
Defendants

: No. 02 – 1052 – C.D.
:
: Type of Case: CIVIL
:
: Type of Pleading: AMENDED
: COMPLAINT
:
: Filed on Behalf of: PLAINTIFF
:
: Counsel of Record for This Party:
: PAUL E. CHERRY, ESQUIRE
:
: Supreme Court No. 42945
:
: CHERRY & CHERRY
: 23 East Park Avenue
: DuBois, PA 15801
: (814) 371-3288

FILED

JAN 31 2003

William A. Shaw
Prothonotary

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

JUDITH A. BROWN,
Plaintiff

vs.

THOMAS R. OCHREITOR and
SUSAN M. OCHREITOR, husband and
wife, and ROGER L. DUFFEE,
Defendants

:
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:
: No. 02 – 1052 C.D.
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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 Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

David S. Meholick, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641, ext. 5982

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

JUDITH A. BROWN,
Plaintiff

vs.

THOMAS R. OCHREITOR and
SUSAN M. OCHREITOR, husband and
wife, and ROGER L. DUFFEE,
Defendants

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No. 02 - 1052 – C.D.

AMENDED COMPLAINT

AND NOW comes the Plaintiff, JUDITH A. BROWN, by and through her attorney,
CHERRY & CHERRY, averring the following causes of action:

1. Plaintiff, JUDITH A. BROWN, is an adult individual who resides at 1552 Treasure Lake, DuBois, Clearfield County, Pennsylvania 15801.
2. Defendant, THOMAS R. OCHREITOR, is an adult individual who resides at 668 Treasure Lake, DuBois, Clearfield County, Pennsylvania 15801.
3. Defendant, SUSAN M. OCHREITOR, is an adult individual, intermarried with Defendant, THOMAS R. OCHREITOR, who resides at 668 Treasure Lake, DuBois, Clearfield County, Pennsylvania 15801.
4. Defendant, ROGER L. DUFFEE, is an adult individual who resides at 783 Treasure Lake, DuBois, Clearfield County, Pennsylvania 15801.
5. Defendants, THOMAS R. OCHREITER and SUSAN M. OCHREITOR, acquired the real property situate at Section 16, Lot No. 14, Treasure Lake, Sandy Township, Clearfield County, Pennsylvania, on July 15, 1999, solely for the purpose of constructing a “spec” house for resale.
6. Defendant, ROGER L. DUFFEE, is primarily engaged in the business of a construction contractor which includes the construction, repair, and remodeling of residential homes.

7. Defendant, SUSAN M. OCHREITOR, is the sister of Defendant, ROGER L. DUFFEE.

8. That on May 15, 2000, Dorothy Bruzgo, on behalf of Plaintiff, and Defendants entered into a Standard Agreement for the Sale of Real Estate through Coldwell Banker Developac Realty for the purchase of the residential "spec" home located at Section 16, Lot 14, Treasure Lake, Sandy Township, Clearfield County, Pennsylvania, for the purchase price of One Hundred Nineteen Thousand, Four Hundred Dollars (\$119,400.00). A true and correct copy of the Standard Agreement for the Sale of Real Estate is attached hereto and made a part hereof as Exhibit "A".

9. Defendants did assure Plaintiff that all work performed on the property had been performed by Defendants in a good, proper and workmanlike manner.

10. The Standard Agreement for the Sale of Real Estate clearly set forth under 5(g) "One (1) year builder warranty and additional builders warranty covering years 2-5 to be provided by seller".

11. By deed dated July 7, 2000, Plaintiff purchased the property situate at Section 16, Lot 14, Treasure Lake, Clearfield County, Pennsylvania from Defendants, THOMAS R. OCHREITOR and SUSAN M. OCHREITOR, for the consideration of One Hundred Nineteen Thousand Four Hundred Dollars (\$119,400.00). A true and correct copy of said deed is attached hereto and made a part hereof as Exhibit "B".

12. The original home design included a basic treated wood deck, however, Plaintiff paid Defendants an additional Four Thousand Dollars (\$4,000.00) for the construction of a large Weyerhaeuser Composite ChoiceDek Plus.

13. That Plaintiff has made various improvements to the property including, but not limited to: installation of a basketball hoop, installation of exterior lighting, installation of landscaping, and repair of water heater valve.

14. That in September of 2000, Defendant, ROGER L. DUFFEE, completed construction of the deck.

15. In October of 2000, Plaintiff notified Defendant, ROGER L. DUFFEE, that there were problems with the deck including spindles moving, post wrapping was warping and the banister could be rocked.

16. During the spring of 2001, Plaintiff contacted Weyerhaeuser Company, the manufacturer of the deck, regarding the condition of the deck.

17. Plaintiff received a letter from a Field Service Representative for Weyerhaeuser Company which indicated that the problems with the deck were a result of improper installation of the deck. A true and correct copy of said letter is attached hereto and made a part hereof as Exhibit "C".

18. In August of 2001, a meeting was held at Plaintiff's property, whereby, Defendant, ROGER L. DUFFEE, representatives of 84 Lumber, the General Manager and Field Service Representative of Weyerhaeuser Corp., including Kurt Schiller and Ken Koronowski, and Dennis Gibbons, were present.

19. Prior to the August 2001 meeting, Plaintiff had contacted Defendant, ROGER L. DUFFEE, regarding many other problems she was experiencing with the property, including, but not limited to; water and moisture infiltration into house, attic and front porch; mold and mildew growth on window sills and on ceilings; uneven installation of attic insulation; no installation of insulation over front section of home; no adequate access to attic; no walkway in attic; cellulose insulation falling into home through electrical outlets, switches and light fixtures; cellulose insulation lying on exposed electrical boxes and recessed light fixtures; inability to use toilets while doing laundry; failure to install a propane cover on propane tank pursuant to building codes; paint peeling on front porch railings; and chipping and eroding of front cement sidewalk.

20. During the aforesaid August 2001 meeting, Plaintiff reiterated to Defendant, ROGER L. DUFFEE, the problems set forth in paragraphs 17 which Defendant, ROGER L. DUFFEE, had failed to complete or repair.

21. Plaintiff had various inspections conducted on the residential "spec" home by several contractors following the August 2001 meeting. True and correct copies of the inspection reports and remediation invoices are attached hereto and made a part hereof as Exhibit "D".

COUNT I

STRICT LIABILITY

22. Plaintiff incorporates herein by reference the allegations set forth in paragraphs 1 through 21 above as though the same were fully set forth at length.

23. The inspections conducted pursuant to paragraph 18, indicated that the problems Plaintiff was experiencing with the residential "spec" home were caused by the defective construction of said home.

24. The inspections conducted pursuant to paragraph 18, indicated that the defects existed at the time the residential "spec" home left Defendants' care, custody, and control, and rendered the residential "spec" home inhabitable and unreasonably dangerous for its intended use.

25. The inspections conducted pursuant to paragraph 18, indicated that the problems Plaintiffs was experiencing with the residential "spec" home were caused by the construction of said home being performed in a poor, improper and unworkmanlike manner.

26. As a result of the defective nature of the construction of the residential "spec" home, and said work being performed in a poor, improper and unworkmanlike manner, Defendants are strictly liable to Plaintiff pursuant to § 402A of the Restatement (Second) of Torts for the following reasons:

- (a) failure to install a fresh air intake which has contributed to the circulation of mold and cellulose throughout the home;
- (b) failure to properly install and seal windows which has caused mold growth on window sills;
- (c) failure to properly install bathroom vents which have become covered by blown-in cellulose insulation in attic causing mold growth on ceilings;

- (d) failure to install the correct drywall in the bathrooms which has caused mold growth on bathrooms walls and ceilings;
- (e) failure to properly install insulation in the attic which has caused condensation and water running down outer walls of home and further causing the blown-in cellulose insulation to remain wet which has initiated the growth of dangerous;
- (f) failure to install insulation in front porch roof which has caused condensation and water running down exterior walls and further causing the blown-in cellulose insulation to remain wet which has initiated the growth of dangerous mold;
- (g) failure to cover exposed wires and electric boxes in attic which could cause a fire;
- (h) failure to install protective baffles on electric fixtures lying under blown-in cellulose insulation in the attic which could cause a fire;
- (i) failure to properly install blown-in cellulose insulation into walls and attic which is now falling into electric outlets, switches and light fixtures and which could cause a fire;
- (j) failure to properly construct roof which has caused the sheeting boards on the roof to not meet the fascia boards leaving a gap in the roof structure for moisture, bats and insects;
- (k) failure to install adequate access to attic;
- (l) failure to install a walkway in attic;
- (m) failure to install a propane cover on propane tank pursuant to building codes;
- (n) failure to properly install rear deck according manufacturer's specifications;
- (o) failure to properly paint front porch which has caused warping of the wood and the peeling of paint;
- (p) failure to properly install rain spouting on front porch which has caused water to backflow towards house;

- (q) failure to properly install plumbing of toilets into main sewer line which causes toilets to not flush and water to bubble up when the washing machine is in use;
- (r) failure to properly install, dye and seal the front concrete sidewalk which has caused the sidewalk to deteriorate and which causes the sidewalk to be excessively slippery when wet;
- (s) failure to repair pressure switch on gas water heater;
- (t) failure to properly install ceramic tile in the kitchen, foyer and around fireplace which has caused cracking and deterioration of said tile;
- (u) other defects as may become evident through the course of discovery or trial.

27. As a direct result of the defects in the construction of the residential "spec" home, and said work being performed in a poor, improper and unworkmanlike manner, Plaintiff has suffered injuries, including but not limited to upper respiratory illnesses, swelling of the eyes and eye irritations, and other injuries which may be discovered at a later time, all or some of which may be permanent in nature.

28. As a direct result of the work by Defendant being performed in a poor, improper and unworkmanlike manner, the residential "spec" home has been rendered unreasonably dangerous in that there is the presence of dangerous mold in the home due to the defects set forth in Paragraph (a), (b), (c), (d), (e) and (f).

29. As a direct result of the work by Defendant being performed in a poor, improper and unworkmanlike manner, the residential "spec" home has been rendered unreasonably dangerous in that there is the potential for a fire hazard due to the defects set forth in Paragraph (g) (h) and (i).

30. As the direct result of the defects in the construction of the residential "spec" home, and said work being performed in a poor, improper and unworkmanlike manner, Plaintiff is unable to resell said home as the defects set forth in Paragraph 26 must be disclosed to any and all potential buyers.

WHEREFORE, Plaintiff, JUDITH A. BROWN, demands judgment against Defendants, THOMAS R. OCHREITOR, SUSAN M. OCHREITOR, and ROGER L. DUFFEE, in an amount in excess of Twenty Five Thousand Dollars (\$25,000.00), exclusive of interest and costs of suit.

COUNT II

NEGLIGENCE

31. Plaintiff incorporates herein by reference the allegations set forth in paragraphs 1 through 21 and Count I above as though the same were fully set forth at length.

32. The negligence of Defendant consisted of:

- (a) failure to install a fresh air intake which has contributed to the circulation of mold and cellulose throughout the home;
- (b) failure to properly install and seal windows which has caused mold growth on window sills;
- (c) failure to properly install bathroom vents which have become covered by blown-in cellulose insulation in attic causing mold growth on ceilings;
- (d) failure to install the correct drywall in the bathrooms which has caused mold growth on bathrooms walls and ceilings;
- (e) failure to properly install insulation in the attic which has caused condensation and water running down outer walls of home and further causing the blown-in cellulose insulation to remain wet which has initiated the growth of dangerous mold;
- (f) failure to install insulation in front porch roof which has caused condensation and water running down exterior walls and further causing the blown-in cellulose insulation to remain wet which has initiated the growth of dangerous mold;
- (g) failure to cover exposed wires and electric boxes in attic which could cause a fire;
- (h) failure to install protective baffles on electric fixtures lying under blown-in cellulose insulation in the attic which could cause a fire;

- (i) failure to properly install blown-in cellulose insulation into walls and attic which is now falling into electric outlets, switches and light fixtures and which could cause a fire;
- (j) failure to properly construct roof which has caused the sheeting boards on the roof to not meet the fascia boards leaving a gap in the roof structure for moisture, bats and insects;
- (k) failure to install adequate access to attic;
- (l) failure to install a walkway in attic;
- (m) failure to install a propane cover on propane tank pursuant to building codes;
- (n) failure to properly install rear deck according manufacturer's specifications;
- (o) failure to properly paint front porch which has caused warping of the wood and the peeling of paint;
- (p) failure to properly install rain spouting on front porch which has caused water to backflow towards house;
- (q) failure to properly install plumbing of toilet into main sewer line which causes toilet to not flush and water to bubble up when the washing machine is in use;
- (r) failure to properly install, dye and seal the front concrete sidewalk which has caused the sidewalk to deteriorate and which causes the sidewalk to be excessively slippery when wet;
- (s) failure to repair pressure switch on gas water heater;
- (t) failure to properly install ceramic tile in the kitchen, foyer and around fireplace which has caused cracking and deterioration of said tile;
- (u) other defects as may become evident through the course of discovery or trial.

32. As a direct result of the defects in the construction of the residential "spec" home, and said work being performed in a poor, improper and unworkmanlike manner, Plaintiff has suffered injuries, including but not limited to upper respiratory illnesses, swelling of the eyes and eye irritations, and other injuries which may be discovered at a later time, all or some of which may be permanent in nature.

33. As a direct result of the work by Defendant being performed in a poor, improper and unworkmanlike manner, the residential "spec" home has been rendered unreasonably dangerous in that there is the presence of dangerous mold in the home due to the defects set forth in Paragraph 31(a), (b), (c), (d), (e) and (f).

34. As a direct result of the work by Defendant being performed in a poor, improper and unworkmanlike manner, the residential "spec" home has been rendered unreasonably dangerous in that there is the potential for a fire hazard due to the defects set forth in Paragraph 34(g) (h) and (i).

35. As the direct result of the defects in the construction of the residential "spec" home, and said work being performed in a poor, improper and unworkmanlike manner, Plaintiff is unable to resell said home as the defects set forth in Paragraph 32 must be disclosed to any and all potential buyers.

WHEREFORE, Plaintiff, JUDITH A. BROWN, demands judgment against Defendants, THOMAS R. OCHREITOR, SUSAN M. OCHREITOR, and ROGER L. DUFFEE, in an amount in excess of Twenty Five Thousand Dollars (\$25,000.00), exclusive of interest and costs of suit.

COUNT III

BREACH OF WARRANTY

36. Plaintiff incorporates herein by reference the allegations set forth in Paragraphs 1 through 21 and Count I and II above as though the same were fully set forth at length.

37. At the time Plaintiff purchased the residential "spec" home, Defendants warranted, both expressly and impliedly, that the property was constructed in a workmanlike manner, was free from construction defects, and was safe and suitable for the uses for which it is intended.

38. Defendant breached the aforesaid warranties, both express and implied, by improperly constructing the residential "spec" home and by performing the work on said "spec" home in a poor, improper and unworkmanlike manner.

39. Defendants' breach of warranties, both expressed and implies, consist of:

- (a) failure to install a fresh air intake which has contributed to the circulation of mold and cellulose throughout the home;
- (b) failure to properly install and seal windows which has caused mold growth on window sills;
- (c) failure to properly install bathroom vents which have become covered by blown-in cellulose insulation in attic causing mold growth on ceilings;
- (d) failure to install the correct drywall in the bathrooms which has caused mold growth on bathrooms walls and ceilings;
- (e) failure to properly install insulation in the attic which has caused condensation and water running down outer walls of home and further causing the blown-in cellulose insulation to remain wet which has initiated the growth of dangerous mold;
- (f) failure to install insulation in front porch roof which has caused condensation and water running down exterior walls and further causing the blown-in cellulose insulation to remain wet which has initiated the growth of dangerous mold;
- (g) failure to cover exposed wires and electric boxes in attic which could cause a fire;
- (h) failure to install protective baffles on electric fixtures lying under blown-in cellulose insulation in the attic which could cause a fire;

- (i) failure to properly install blown-in cellulose insulation into walls and attic which is now falling into electric outlets, switches and light fixtures and which could cause a fire;
- (j) failure to properly construct roof which has caused the sheeting boards on the roof to not meet the fascia boards leaving a gap in the roof structure for moisture, bats and insects;
- (k) failure to install adequate access to attic;
- (l) failure to install a walkway in attic;
- (m) failure to install a propane cover on propane tank pursuant to building codes;
- (n) failure to properly install rear deck according manufacturer's specifications;
- (o) failure to properly paint front porch which has caused warping of the wood and the peeling of paint;
- (p) failure to properly install rain spouting on front porch which has caused water to backflow towards house;
- (q) failure to properly install plumbing of toilet into main sewer line which causes toilet to not flush and water to bubble up when the washing machine is in use;
- (r) failure to properly install, dye and seal the front concrete sidewalk which has caused the sidewalk to deteriorate and which causes the sidewalk to be excessively slippery when wet;
- (s) failure to repair pressure switch on gas water heater;
- (t) failure to properly install ceramic tile in the kitchen, foyer and around fireplace which has caused cracking and deterioration of said tile;
- (u) other defects as may become evident through the course of discovery or trial.

40. As a direct result of the defects in the construction of the residential "spec" home, and said work being performed in a poor, improper and unworkmanlike manner, Plaintiff has suffered injuries, including but not limited to upper respiratory illnesses, swelling of the eyes and eye irritations, and other injuries which may be discovered at a later time, all or some of which may be permanent in nature.

41. As a direct result of the work by Defendant being performed in a poor, improper and unworkmanlike manner, the residential "spec" home has been rendered unreasonably dangerous in that there is the presence of dangerous mold in the home due to the defects set forth in Paragraph 39(a), (b), (c), (d), (e) and (f).

42. As a direct result of the work by Defendant being performed in a poor, improper and unworkmanlike manner, the residential "spec" home has been rendered unreasonably dangerous in that there is the potential for a fire hazard due to the defects set forth in Paragraph 39(g) (h) and (i).

43. As the direct result of the defects in the construction of the residential "spec" home, and said work being performed in a poor, improper and unworkmanlike manner, Plaintiff is unable to resell said home as the defects set forth in Paragraph 39 must be disclosed to any and all potential buyers.

44. A jury trial is demanded.

WHEREFORE, Plaintiff, JUDITH A. BROWN, demands judgment against, THOMAS R. OCHREITOR, SUSAN M. OCHREITOR, and ROGER L. DUFFEE, in an amount greater than Twenty Five Thousand and 00/100 Dollars (\$25,000.00) with costs and interest.

Respectfully submitted,

CHERRY & CHERRY

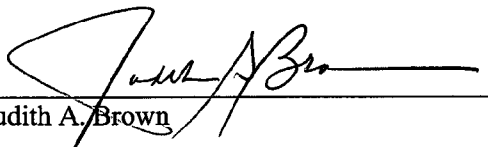
By: 
Paul E. Cherry, Esquire
Attorney for the Plaintiff

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF CLEARFIELD :

I, JUDITH A. BROWN, Plaintiff herein, verity that that the statements made in the foregoing Amended Complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.

Date: 01-28-03


Judith A. Brown

STANDARD AGREEMENT FOR THE SALE OF REAL ESTATE

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of REALTORS® (PAR).

A/S-2K

PA LICENSED BROKER
LISTING BROKER (Company) COLDWELL BANKER
DEVELOPAC REALTY
ADDRESS 998 BEAVER DRIVE
DU BOIS, PA 15801
PH (814) 375-1167 **FAX** (814) 375-9842
DESIGNATED AGENT FOR SELLER (if applicable)

PA LICENSED BROKER
SELLING BROKER (Company) _____
ADDRESS _____
PH _____ **FAX** _____
DESIGNATED AGENT FOR BUYER (if applicable)

1. This Agreement, dated MAY 15, 2000

SELLER(S): ROGER L. DUFFEE, is between

THOMAS R. & SUSAN M. OCHREITOR

668 TREASURE LAKE, DU BOIS, PA 15801

BUYER(S): DOROTHY BRUZGO AND ASSIGNEES, called "Seller," and

P. O. BOX 274

LAKE HARMONY, PA 18624

2. PROPERTY (1-98) Seller hereby agrees to sell and convey to Buyer, who hereby agrees to purchase:

ALL THAT CERTAIN lot or piece of ground with buildings and improvements thereon erected, if any, known as:

SECTION 16 LOT 14, TREASURE LAKE

County of CLEARFIELD in the TOWNSHIP of SANDY

Identification (e.g., Tax ID#, Parcel #; Lot, Block; Deed Book, Page, Recording Date) 15801

MAP #: 128-C3-16-14-21

3. TERMS (1-00)

(A) Purchase Price ONE HUNDRED NINETEEN THOUSAND FOUR HUNDRED AND NO/100

which will be paid to Seller by Buyer as follows: _____ Dollars

(B) Cash or check at signing this Agreement: _____

(C) Cash or check within _____ days of the execution of this Agreement: \$ 4,000.00

(D) _____ \$ _____

(E) Cash, cashier's or certified check at time of settlement: \$ 115,400.00

TOTAL \$ 119,400.00

(F) Deposits paid on account of purchase price to be held by Listing Broker, unless otherwise stated here: _____

(G) Seller's written approval to be on or before: MAY 17, 2000

(H) Settlement to be made on or before: JULY 7, 2000

(I) Conveyance from Seller will be by fee simple deed of special warranty unless otherwise stated here: _____

(J) Payment of transfer taxes will be divided equally between Buyer and Seller unless otherwise stated here: _____

(K) At time of settlement, the following will be adjusted pro-rata on a daily basis between Buyer and Seller, reimbursing where applicable: taxes; rents; interest on mortgage assumptions; condominium fees and homeowner association fees, if any; water and/or sewer fees, if any, together with any other lienable municipal service. The charges are to be pro-rated for the period(s) covered: Seller will pay up to and including the date of settlement; Buyer will pay for all days following settlement, unless otherwise stated here: _____

4. FIXTURES & PERSONAL PROPERTY (1-00)

(A) INCLUDED in this sale and purchase price are all existing items permanently installed in the Property, free of liens, including plumbing; heating; lighting fixtures (including chandeliers and ceiling fans); water treatment systems; pool and spa equipment; garage door openers and transmitters; television antennas; shrubbery, plantings and unpotted trees; any remaining heating and cooking fuels stored on the Property at the time of settlement; wall to wall carpeting; window covering hardware, shades, blinds; built-in air conditioners; built-in appliances; and the range/oven unless otherwise stated. Also included: DISPOSAL

(B) LEASED items (items not owned by Seller): _____

(C) EXCLUDED fixtures and items: _____

5. SPECIAL CLAUSES (1-00)

(A) ☒ Buyer and Seller have received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.366.

(B) ☒ Buyer and Seller have received a statement of their respective estimated closing costs before signing this Agreement.

(C) ☐ Buyer has received the Seller's Property Disclosure Statement before signing this Agreement, if required by law. (See Notice, Information

- (G) Seller's written approval to be on or before: _____
- (H) Settlement to be made on or before: JULY 7, 2000
- (I) Conveyance from Seller will be by fee simple deed of special warranty unless otherwise stated here: _____
- (J) Payment of transfer taxes will be divided equally between Buyer and Seller unless otherwise stated here: _____
- (K) At time of settlement, the following will be adjusted pro-rata on a daily basis between Buyer and Seller, reimbursing where applicable: taxes; rents; interest on mortgage assumptions; condominium fees and homeowner association fees, if any; water and/or sewer fees, if any, together with any other lienable municipal service. The charges are to be pro-rated for the period(s) covered: Seller will pay up to and including the date of settlement; Buyer will pay for all days following settlement, unless otherwise stated here: _____

4. FIXTURES & PERSONAL PROPERTY (1-00)

- (A) INCLUDED in this sale and purchase price are all existing items permanently installed in the Property, free of liens, including plumbing; heating; lighting fixtures (including chandeliers and ceiling fans); water treatment systems; pool and spa equipment; garage door openers and transmitters; television antennas; shrubbery, plantings and unpotted trees; any remaining heating and cooking fuels stored on the Property at the time of settlement; wall to wall carpeting; window covering hardware, shades, blinds; built-in air conditioners; built-in appliances; and the range/oven unless otherwise stated. Also included: DISPOSAL
- (B) LEASED items (items not owned by Seller): _____
- (C) EXCLUDED fixtures and items: _____

5. SPECIAL CLAUSES (1-00)

- (A) ☒ Buyer and Seller have received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.366.
- (B) ☒ Buyer and Seller have received a statement of their respective estimated closing costs before signing this Agreement.
- (C) ☐ Buyer has received the Seller's Property Disclosure Statement before signing this Agreement, if required by law. (See Notice, Information Regarding the Seller's Property Disclosure Act.)
- (D) ☐ Buyer has received the Deposit Money Notice (for cooperative sales when Listing Broker is holding deposit money) before signing this Agreement.
- (E) The following are part of this Agreement if checked:
- | | |
|---|---|
| <input type="checkbox"/> Sale & Settlement of Other Property Contingency Addendum (PAR Form 130) | <input type="checkbox"/> Settlement of Other Property Contingency Addendum (PAR Form 133) |
| <input type="checkbox"/> Sale & Settlement of Other Property Contingency with Right to Continue Marketing Addendum (PAR Form 131) | <input type="checkbox"/> Tenant-Occupied Property Addendum (PAR Form TOP) |
| | <input checked="" type="checkbox"/> <u>BUYER ACKNOWLEDGES RECEIPT OF LEGAL</u> |
| | <input type="checkbox"/> <u>DESCRIPTION FROM DEED.</u> |
| | <input type="checkbox"/> _____ |
- (F) TLPOA TRANSFER FEE OF \$465 TO BE PAID BY BUYER.
- (G) ONE YEAR BUILDER WARRANTY AND ADDITIONAL BUILDERS WARRANTY COVERING YEARS 2 - 5 TO BE PROVIDED BY SELLER.
- (H) \$400 DISHWASHER ALLOWANCE, \$800 LIGHTING ALLOWANCE, PAVED DRIVEWAY, SLIPWAX DOOR.

Buyer Initials: MLB

A/S-2K Page 1 of 8

Seller Initials: RD-11

THE HOPKINS LAW FIRM

900 Beaver Drive, DuBois, Pennsylvania 15801
VOICE: (814) 375-0300 FAX: (814) 375-6035

County Parcel No. _____

STARCK
RECORDER
COUNTY
JAN 14
NUMBER
9554
DON
2000
2 PM
MENT \$1.00
IND \$1.00
\$1,194.00
\$0.50
\$597.00
\$597.00
\$2,403.50

THIS DEED

MADE the 7th day of July, in the year two thousand (2000)

BETWEEN **THOMAS R. OCHREITOR and SUSAN M. GCHREITOR**, husband and wife, whose address is 668 Treasure Lake, DuBois, Pennsylvania 15801, referred to as Grantor;

A
N
D

JUDITH A. BROWN, a separated, married, individual, whose address is 1552 Treasure Lake, DuBois, Pennsylvania 15801 referred to as Grantee;

The words "Grantor" and "Grantee" shall mean all Grantors and Grantees listed above.

WITNESSETH, That in consideration of ONE HUNDRED NINETEEN THOUSAND FOUR HUNDRED DOLLARS (\$119,400.00), in hand paid, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey to the said Grantee,

ALL that certain tract of land designated as Section 16, Lot 14, "Aruba", in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Clearfield County Recorder's Office.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Misc. Book Vol. 146, p. 476; all of said restrictions being covenants which run with the land.

3. All minerals and mining rights of every kind and nature.

4. A lien for all unpaid charges or assessments as may be made by Treasure Lake, Inc. or Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.

SUBJECT TO all exceptions, reservations, conditions, restrictions, easements and rights-of-way as fully as the same are contained in all prior deeds, instruments or writings or in any other manner touching or affecting the premises hereby conveyed.

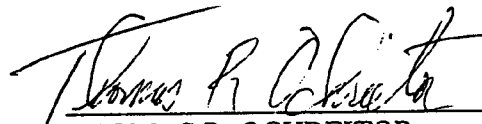
BEING the same premises conveyed to Thomas R. Ochreitor and Susan M. Ochreitor, husband and wife, by deed of Marie M. Rogers, widow, dated July 15, 1999, and recorded in the Office of the Recorder of Clearfield County as instrument # 199912700..

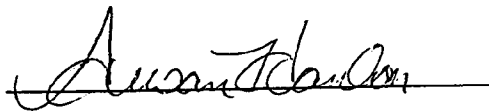
THE GRANTORS HEREIN STATE THAT THE HEREINABOVE DESCRIBED PROPERTY IS NOT PRESENTLY BEING USED FOR THE DISPOSAL OF HAZARDOUS WASTE NOR TO THE BEST OF HIS/HER/THEIR KNOWLEDGE, INFORMATION AND BELIEF HAS IT EVER BEEN USED FOR THE DISPOSAL OF HAZARDOUS WASTE. THIS STATEMENT IS MADE IN COMPLIANCE WITH THE SOLID WASTE MANAGEMENT ACT, NO. 1980-97, SECTION 405.

PROMISES. And the said Grantor herein will **SPECIALY WARRANT AND FOREVER DEFEND** the property hereby conveyed.

IN WITNESS WHEREOF, said Grantor has hereunto set his/her hand and seal, the day and year first above-written.



 (Seal)
THOMAS R. OCHREITOR



 (Seal)
SUSAN M. OCHREITOR

Commonwealth of Pennsylvania

)

:SS:

County of Clearfield

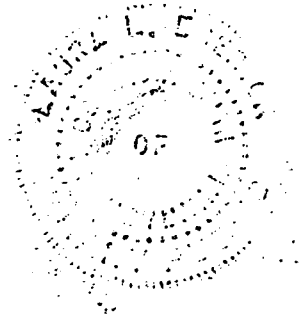
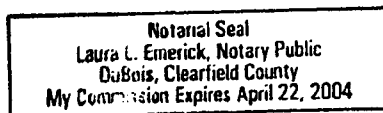
)

On this, the 24th day of July, 2000, before me, the undersigned officer, personally appeared THOMAS R. OCHREITOR and SUSAN M. OCHREITOR, husband and wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My Commission Expires: 4/22/2004

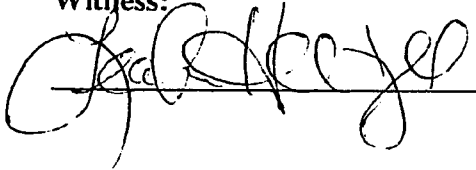
Laura L. Emerick
Notary Public

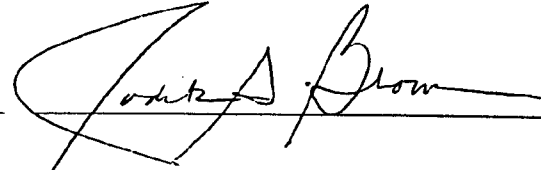


NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:





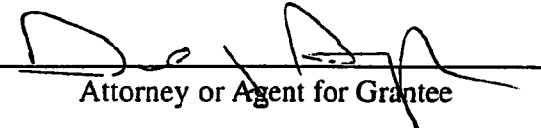
This ____ day of _____, ____.

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE OF THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This Notice is set forth pursuant to Act No. 255, approved September 10, 1965, as amended.)

CERTIFICATE OF RESIDENCE

I/we hereby certify, that the precise residence for the Grantee herein is as follows:

1552 Treasure Lake
DuBois, PA 15801



Attorney or Agent for Grantee

*Letter from
Weyerhaeuser
concerning deck*

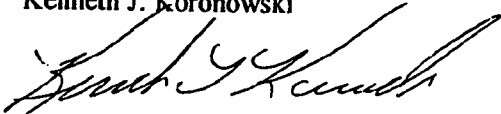
Judy Brown
1552 Treasure Lake
Dubois, PA 15801

This letter is in reference to the inspection I made of the deck on the rear of your home. The problems you are experiencing with your deck are due to improper installation techniques. The deck boards are to be spaced at least 1/8" when laid end to end. The boards on your deck are jammed tightly together. This condition will not permit expansion and contraction of the boards, and will lead to buckling. The boards should also be separated down the entire length so that pounding of water, buckling and cleaning are not a problem. During the investigation it was also noted that the fascia boards and pickets were nailed on with a finish nailer shooting 6 and 8 penny finish nails. The proper installation is stainless or galvanized screws or Maize screw nails. It was also noted that the railing post were notched and then nailed on with 16 penny galvanized nails. For safety reasons I would suggest that the railing posts be bolted on or at the very least, lagged on.

As for the Choice Dek products on your deck, they are performing as outlined in our warranty and are holding up as well as can be expected under the circumstance under which they were installed.

If you need any further information please feel free to contact me at 1-800-245-2479.

Kenneth J. Koronowski




Field Service Representative
Weyerhaeuser Company

CC: 84 Lumber Falls Creek

Building Materials Distribution

Ken Koronowski
Field Service Representative
ken.koronowski@
weyerhaeuser.com

4001 Wm Penn Highway
Murrysville PA 15668
Tel (724) 327 1000
Toll Free (800) 245 2479
Voice Mail (800) 338 1542
Box 9784
Home Phone/Fax (814) 695 1381

100th
Anniversary  **Weyerhaeuser**

Kurt Schiller - General Manager
800-245-2479

Ken Koronowski
Outside Seller - same number

84 - Lumber - Andy

215 SOUTH CHURCH ST
DUBOIS, PA. 15801



PHONE 814-371-6020
FAX 814-372-8604

FLEEGER CONTRACTING

NAME DENNY GIBBONS
ADDRESS TREASURE LAKE
DUBOIS, PA. 15801
PHONE 814-375-2626

DATE 03/11/02

WE HEREBY PROPOSE TO FURNISH THE MATERIALS AND PERFORM THE LABOR NECESSARY FO THE COMPLETION OF:

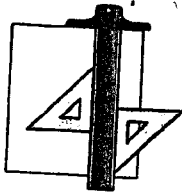
REMOVE EXISTING DECK, APPROXAMATELY 16 X 30. DISAMBLE AND STACK IN BACK YARD. DRILL 12 POSTS HOLES. POUR 120 LBS. OF CONCRETE IN EACH HOLE. SET 6 X 6 TREATED POST. INSTALL DOUBLED 2 X 10 X 16 TO CKEATE 4 HEADERS TO PLACE DECK FRAMEWORK ON. BOLT 2 X 10S TO 6 X 6 USING 1/2 X 4 LAGS. INSTALL 2 X 8 X 16S. FRAME ON 16" CENTERS. INSTALL CHOICE DECKING OPPISITE DIRECTION OF OLD DECK. RUNNING 16' LENGTH. BUILD 4' WIDE STEPS. INSTALL ON BACK SIDE OF DECK. DADO 4 X 4 HAND RAIL POST, BOLT TO DECK. COVER POST AND FACE PLATE OF DECK WITH CHOICE DECKING. INSTALL 2 X 2 PICKETS. INSTALL TOP HANDRAIL. CHOICE DECKING TO BE INSTALLED TO MANUFACTURES' SPECIFACATIONS.. CLEAN UP AND HAUL AWAY ALL DEBRIS

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND THE ABOVE WORK TO BE PERFORMED IN A WORKMANLIKE MANNER FO THE SUM OF \$ 9200.00 . WITH PAYMENTS TO BE MADE AS FOLLOWS, 1/2 DOWN AND 1/2 UPON COMPLETION ANY CHANGES FROM THE ABOVE WORK INVOLVING EXTRA COSTS WILL BE DONE ONLY UPON WRITTEN ORDERS AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ORIGINAL ESTIMATE. WORKMAN'S COMPENSATION AND GENERAL LIABILITY INSURANCE TO BE CARRIED BY FRED FLEEGER CONTRACTING.

SIGNATURE_____

SIGNATURE_____

Exhibit "D"



KRIEBEL CONSTRUCTION

Philip Kriebel, General Contractor
2252 Carwick Rd.
Rimersburg, PA. 16248
(814) 745-2708

Number: 609

Date: March 19, 2002

Ship To:

Judith A. Brown
1552 Treasure Lake
Sect 16 Lot 14
DuBois, PA 15801

PO Number	Terms	Project	Customer #
QUOTE	Good 120 days	Rear Deck	JBrown

Date	Description	Amount
03/19/02	<p>Proposal for new rear deck to replace current deck.</p> <p>Tear down 16 x 30 deck currently on property.</p> <p>Construct new deck 16 x 30 in a professional manner according to specs for Choice Deck Materials.</p> <p>Drill 12 post holes and pour concrete in each hole. Set 6x6 posts into concrete and install double 2x10x16 for placing of 4 headers.</p> <p>Choice deck wrap to be installed on posts and face plates.</p> <p>Ballustrs 2x2 installed and plowed handrail.</p> <p>Clean up and haul away all debris.</p> <p>PAYMENT 1/2 DOWN 1/2 UPON COMPLETION.</p>	8,900.00
Total		\$8,900.00

0 - 30 days	31 - 60 days	61 - 90 days	> 90 days	Total
\$8,900.00	\$0.00	\$0.00	\$0.00	\$8,900.00

215 SOUTH CHURCH ST
DUBOIS, PA. 15801



PHONE 814-371-6020
FAX 814-372-8604

FLEEGER CONTRACTING

NAME DENNY GIBBONS
ADDRESS TREASURE LAKE
DUBOIS, PA. 15801
PHONE 814-375-2626

DATE 03/11/02

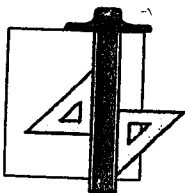
WE HEREBY PROPOSE TO FURNISH THE MATERIALS AND PERFORM THE LABOR NECESSARY FO THE COMPLETION OF:

REMOVE SHINGLES ON OVERHANGS, UP 36 INCHES TO 40 INCHES. CUT SHEETING OUT AT 30 INCHES FROM FASCIA.
REINSTALL NEW SHEETING WITH H-CLIPS. COVER WITH ICE GUARD. INSTALL NEW SHINGLES AND DRIP EDGE,
APPROXAMATELY 140 RUNNING FEET.

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND THE ABOVE WORK TO BE PERFORMED IN A WORKMANLIKE MANNER FO THE SUM OF
\$ 2900.00 . WITH PAYMENTS TO BE MADE AS FOLLOWS, 1/2 DOWN AND 1/2 UPON COMPLETION
ANY CHANGES FROM THE ABOVE WORK INVOLVING EXTRA COSTS WILL BE DONE ONLY UPON WRITTEN ORDERS AND WILL BECOME AN EXTRA
CHARGE OVER AND ABOVE THE ORIGINAL ESTIMATE.
WORKMAN'S COMPENSATION AND GENERAL LIABILITY INSURANCE TO BE CARRIED BY FRED FLEEGER CONTRACTING.

SIGNATURE_____

SIGNATURE_____



KRIEBEL CONSTRUCTION

Philip Kriebel, General Contractor
2252 Carwick Rd.
Rimersburg, PA. 16248
(814) 745-2708

Number: 610

Date: March 19, 2002

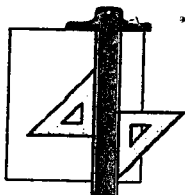
Ship To:

Judith A. Brown
1552 Treasure Lake
Sect 16 Lot 14
DuBois, PA 15801

PO Number	Terms	Project	Customer #
QOUTE	Good 120 days	Roof Repair	JBrown

Date	Description	Amount
03/19/02	Proposal for roof repair . Improper sheeting of roof. Remove shingles on 4 feet of overhangs . Cut sheeting about 32 inches from fascia. Reinstall new sheeting and cover with ice guard. Install new shingles and long drip edge . Approx. 145 feet. PAYMENT 1/2 DOWN 1/2 UPON COMPLETION.	3,100.00
Total		\$3,100.00

0 - 30 days	31 - 60 days	61 - 90 days	> 90 days	Total
\$3,100.00	\$0.00	\$0.00	\$0.00	\$3,100.00



KRIEBEL CONSTRUCTION

Philip Kriebel, General Contractor
2252 Carwick Rd.
Rimersburg, PA. 16248
(814) 745-2708

Number: 611

Date: March 19, 2002

Ship To:

Judith A. Brown
1552 Treasure Lake
Sect 16 Lot 14
DuBois, PA 15801

PO Number	Terms	Project	Customer #
QUOTE	Good 120 days	Windows Door Poly	JBrown

Date	Description	Amount
03/19/02	<p>Insufficient Polyurethane on all interior woodwork. Mold growing on windows due to lack of sealing wood.</p> <p>Refinish and cover 3 coats on 6 windows and 1 Patio door.</p> <p>Materials and cleanup included.</p> <p>PAYMENT 1/2 DOWN 1/2 UPON COMPLETION.</p>	850.00
Total		\$850.00

0 - 30 days	31 - 60 days	61 - 90 days	> 90 days	Total
\$850.00	\$0.00	\$0.00	\$0.00	\$850.00

CHRIS JERRY
395 TREASURE LANE
DUBOIS PA 15801
414-372-2187

KYC REPAIRS

To: JUDY BROWN

PHONE:

From: CHRIS JERRY

Date: 11/30/01

Re: MAKE UP AIR TO FURNACE

ADDRESS

CC: DENNIS GIBBONS

ESTIMATE

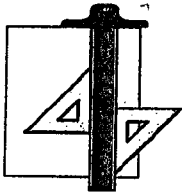
MAKE UP AIR SYSTEM FOR FURNACE

PARTS WILL INCLUDE STAINLESS 4" MAKE UP AIR HOOD AND GALVINIZED VENT
PIPE TO FURNACE RETURN AND A MANUAL DAMPER AT FURNACE

LABOR= 4 HOURS @ 40.00 PER HOUR ON 11/27/2001 160.00

PARTS = SEE RECEIPT ATTACHED 105.00

TOTAL \$ 265.00



KRIEBEL CONSTRUCTION

Philip Kriebel, General Contractor
2252 Carwick Rd.
Rimersburg, PA. 16248
(814) 745-2708

Number: 618

Date: March 20, 2002

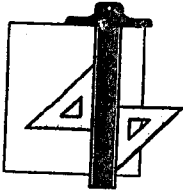
Ship To:

Judith A. Brown
1552 Treasure Lake
Sect 16 Lot 14
DuBois, PA 15801

PO Number	Terms	Project	Customer #
QUOTE	Good 120 days	Front porch	JBrown

Date	Description	Amount
03/19/02	Front porch fence and rail paint insufficient. Prep and paint . Clean up and materials PAYMENT 1/2 DOWN 1/2 UPON COMPLETION.	350.00
Total		\$350.00

0 - 30 days	31 - 60 days	61 - 90 days	> 90 days	Total
\$350.00	\$0.00	\$0.00	\$0.00	\$350.00



KRIEBEL CONSTRUCTION

Philip Kriebel, General Contractor
2252 Carwick Rd.
Rimersburg, PA. 16248
(814) 745-2708

Number: 608

Date: March 19, 2002

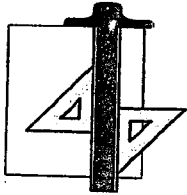
Ship To:

Judith A. Brown
1552 Treasure Lake
Sect 16 Lot 14
DuBois, PA 15801

PO Number	Terms	Project	Customer #
QUOTE	Good 120 days	Spouting	JBrown

Date	Description	Amount
03/19/02	Proposal for repair of rain spouting. Replace spouting 140 running feet - tie in properly to drip edge. (re-use all down spouting) All work done in a professional manner. Clean up and haul away all debris. PAYMENT 1/2 DOWN 1/2 UPON COMPLETION.	1,200.00
Total		\$1,200.00

0 - 30 days	31 - 60 days	61 - 90 days	> 90 days	Total
\$1,200.00	\$0.00	\$0.00	\$0.00	\$1,200.00



KRIEBEL CONSTRUCTION

Philip Kriebel, General Contractor
2252 Canwick Rd.
Rimersburg, PA. 16248
(814) 745-2708

Number: 014

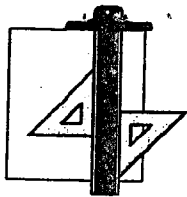
Date: April 04, 2002

Ship To:

Judith A. Brown
1552 Treasure Lake
Sect 16 Lot 14
DuBois, PA 15801

PO Number	Terms	Project	Customer #
QUOTE	Good 120 days	Front Bay Window	JBrown

Date	Description	Amount
04/04/02	Condensation problem in front bay window. Poor insulation around winows . Water dripping around down window from inside. No insulation above porch ceiling. This is causing condensation problem. To correct problem add insulation above porch because no wall seperation between porch and house. Tear off exterior siding on porch remove wet celotex , install new wallboard and tyvek and CDX. plywood. Reinstall siding.	3,650.00
Total		\$3,650.00



KRIEBEL CONSTRUCTION

Philip Kriebel, General Contractor
2252 Carwick Rd.
Rimersburg, PA. 16248
(814) 745-2708

Number: 619

Date: March 20, 2002

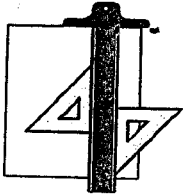
Ship To:

Judith A. Brown
1552 Treasure Lake
Sect 16 Lot 14
DuBois, PA 15801

PO Number	Terms	Project	Customer #
QUOTE	Good 120 days	Plumbing	JBrown

Date	Description	Amount
03/19/02	<p>Improper plumbing of toilet line into main sewer line . Toilets cannot be used while laundry is being done.</p> <p>Replumb the toilet line into main sewer .</p> <p>PAYMENT 1/2 DOWN 1/2 UPON COMPLETION.</p>	375.00
Total		\$375.00

0 - 30 days	31 - 60 days	61 - 90 days	> 90 days	Total
\$375.00	\$0.00	\$0.00	\$0.00	\$375.00



KRIEBEL CONSTRUCTION

Philip Kriebel, General Contractor
2252 Carwick Rd.
Rimersburg, PA. 16248
(814) 745-2708

Number: 622

Date: April 03, 2002

Ship To:

Judith A. Brown
1552 Treasure Lake
Sect 16 Lot 14
DuBois, PA 15801

PO Number	Terms	Project	Customer #
QUOTE	Good 120 days	Walkway	JBrown

Date	Description	Amount
03/19/02	Front concrete walkway from driveway to house improper dye and seal application. Remove walkway and install correct walkway.	1,800.00
Total		\$1,800.00

0 - 30 days	31 - 60 days	61 - 90 days	> 90 days	Total
\$1,800.00	\$0.00	\$0.00	\$0.00	\$1,800.00

CHRIS JERRY
695 TREASURE LAKE
DUBOIS PA 15801

814-372-2187

KYC REPAIRS

To: JUDY Fax: [Click here and type fax number]
From: CHRIS JERRY Date: 11/29/01
Re: REPAIR OF WATER HEATER Pages: [Click here and type number of pages]
CC: DENNIS GIBBIONS

INVOICE

REPAIR OF WATER HEATER

STATE SELECT BRAND MODEL :PR640POVT SERIAL : C00104569

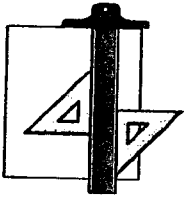
PRESSURE SWITCH ON BACK OF THE GAS VALVE FAILED CLOSED.(UNIT WOULD
WORK INTERMITTANTLY IF TAPPED) THIS CAUSED THE FLUE FAN TO STAY ON
CONSTANTLY

LABOR= TWO HOURS @ 40.00 PER HOUR ON 11/27/2001

PARTS = SEE RECEIPT ATTACHED

TOTAL \$ 80.00

REPAIRS



KRIEBEL CONSTRUCTION

Philip Kriebel, General Contractor
2252 Carwick Rd.
Rimersburg, PA. 16248
(814) 745-2708

Number: 617

Date: March 20, 2002

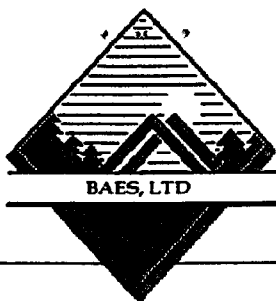
Ship To:

Judith A. Brown
1552 Treasure Lake
Sect 16 Lot 14
DuBois, PA 15801

PO Number	Terms	Project	Customer #
QUOTE	Good 120 days	Gas Tank	JBrown

Date	Description	Amount
03/19/02	Construct cover around Gas tank as per Treasure Lake Building Code. PAYMENT 1/2 DOWN 1/2 UPON COMPLETION.	310.00
Total		\$310.00

0 - 30 days	31 - 60 days	61 - 90 days	> 90 days	Total
\$310.00	\$0.00	\$0.00	\$0.00	\$310.00



BROCKWAY ANALYTICAL AND ENVIRONMENTAL SERVICES, LTD.

A SUBSIDIARY OF MOUNTAIN RESEARCH, INC.

An Environmental Services & Laboratory Services Corporation

Brockway Analytical & Environmental Services, Ltd.

Date: 03-May-02

CLIENT: Denny Gibbons
Judy Brown
1552 Treasure Lake
DuBois, PA 15801

Project Manager: Mike Morris

Project Name: Judy Brown-Asbestos Analysis

Project Id: 6744.02.01

Lab Order: 0204132

Lab ID: 0204132-01

Collected By: client

Tag Number: n/a

Collection Date: 04/17/02

Matrix: Solid - grab

Client Sample ID: Bedroom

Test Name	Test Code	Result	Detection Limit	Units	Date	Analyst
Analyses						
ASBESTOS CONTAINING MATERIALS		ACM_PLM				
Actinolite		ND	1	wt%	04/29/02	CEI
Amosite		ND	1	wt%	04/29/02	CEI
Anthophyllite		ND	1	wt%	04/29/02	CEI
Chrysotile		ND	1	wt%	04/29/02	CEI
Crocidolite		ND	1	wt%	04/29/02	CEI
Tremolite		ND	1	wt%	04/29/02	CEI
NON ASBESTOS CONTAINING MATERIALS		NACM_PLM				
Cellulose		85	1	wt%	04/29/02	CEI
Fibrous Glass		ND	1	wt%	04/29/02	CEI
Mineral Wool		ND	1	wt%	04/29/02	CEI
Nonfibrous Material		ND	1	wt%	04/29/02	CEI
Other Fibers		5	1	wt%	04/29/02	CEI
Synthetic Fiber		10	1	wt%	04/29/02	CEI

Qualifiers: ND - Not Detected at the Reporting Limit

Reviewed and approved for Brockway Analytical and Environmental Services, Ltd

By Denny M. Gibbons Date 5/6/02

1 of 1

**BROCKWAY ANALYTICAL AND
ENVIRONMENTAL SERVICES, LTD.**

**110 McCracken Run Road
DuBois, PA 15801**

814-371-6030 Fax: 814-375-0823

• Invoice

Invoice Number
L483

Invoice Date
May 6, 2002

Page
1

Sold To:

Judy Brown
1552 Treasure Lake
DuBois, PA 15801

Ship To:

Judy Brown
1552 Treasure Lake
DuBois, PA 15801

Customer ID

B6744

Customer PO

Payment Terms

Net 30 Days

Sales Rep ID

Project Number

6744.02.01

Discount Date

5/6/02

Due Date

6/5/02

Description

SAMPLE FROM BEDROOM
LAB ORDER: 0204132
COLLECTION DATE: 4/17/02

Quantity	Item	Description	Unit Price	Extension
1.00		LAB ANALYSIS AND SAMPLING	105.00	105.00

BAES APPROVAL

DMZ

Check No:

Subtotal	105.00
Sales Tax	
Total Invoice Amount	105.00
Payment Received	0.00
TOTAL	105.00

Overdue invoices are subject to finance charges.

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

JUDITH A. BROWN,
Plaintiff

vs.

THOMAS R. OCHREITOR and
SUSAN M. OCHREITOR, husband
and wife, and ROGER L. DUFFEE,
Defendants

CIVIL ACTION - AT LAW

No. 02-1052-CD

Type of Pleading:

Answer and
New Matter

Filed on Behalf of:

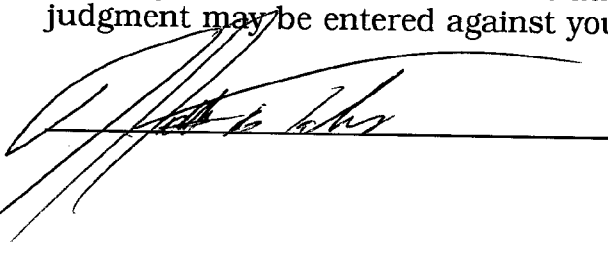
Defendants

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

You are hereby notified to plead
to the within pleading within twenty
(20) days of service thereof or default
judgment may be entered against you.



FILED

FEB 14 2003

William A. Shaw
Prothonotary

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

JUDITH A. BROWN,
Plaintiff

vs.

No. 02-1052-CD

THOMAS R. OCHREITOR and
SUSAN M. OCHREITOR, husband
and wife, and ROGER L. DUFFEE,
Defendants

ANSWER TO AMENDED COMPLAINT

AND NOW, come the Defendants, Thomas R. Ochreitor, Susan M. Ochreitor, and Roger L. Duffee, by their attorneys, Hanak, Guido and Taladay, and hereby respond to Plaintiff's Amended Complaint as follows:

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.
5. Admitted in part and denied in part. It is admitted that Thomas Ochreitor and Susan Ochreitor acquired the property at Section 16, Lot 14, Treasure Lake, Sandy Township on July 15, 1999. It is denied that the property was acquired by Thomas Ochreitor and Susan Ochreitor for the purpose of constructing a house for resale. The property was acquired by the Ochreiters as agents for Roger L. Duffee, who intended to build a house on the property. By way of further answer, it is averred that at all times relevant hereto, all negotiations, contact and dealings between the Plaintiff and the

Defendants involved Defendant Roger L. Duffee only. Roger L. Duffee is responding to this lawsuit on behalf of Thomas and Susan Ochreitor and with intent to defend, indemnify and hold harmless Thomas and Susan Ochreitor for any claims made hereunder.

6. Admitted.

7. Admitted.

8. Admitted in part and denied in part. It is admitted that on May 15, 2000, Dorothy Bruzgo as agent for Plaintiff entered into an Agreement with Defendant Roger L. Duffee and with Thomas R. Ochreitor and Susan M. Ochreitor as agents for Roger L. Duffee for sale of real estate located in Section 16, Lot 14, Treasure Lake, Sandy Township. It is further admitted that the agreed purchase price for the residential property and a spec home located thereon is \$119,400.00. The remaining terms and conditions of the agreement are incorporated into this response by reference.

9. Denied as stated. The provisions of the written agreement constitute the entire agreement between the parties.

10. The agreement for sale of real estate is a document which speaks for itself, therefore, no response is required.

11. Admitted. By way of further answer, it is admitted that at all times, the Ochreiters were acting as agent for Defendant Roger Duffee.

12. Admitted.

13. Admitted in part and denied in part. It is admitted that Plaintiff made various improvements to the property, the full extent of which are unknown to the responding Defendant. It is denied that repair of a water heater valve constitutes an improvement

to the property, as it is verily believed and therefore averred that the repair to the water heater valve was a warranty repair item and Defendant Roger Duffee was not requested to perform this repair.

14. Admitted.

15. Admitted in part and denied in part. It is denied that Plaintiff notified Defendant Roger Duffee in October, 2000 of problems with the deck. To the contrary, Defendant Roger Duffee was not advised of any problems with the deck until the Spring of 2001, at which time Defendant Roger Duffee took reasonable steps to address Plaintiff's complaints.

16. Admitted. By way of further answer, it is believed and therefore averred that Plaintiff contacted Weyerhaeuser Company because her deck had sustained damage caused by a fallen tree and Plaintiff was seeking information regarding repair and/or replacement of the deck.

17. After reasonable investigation, Defendants are without information sufficient to form a belief as to the truth of paragraph 17 of the Complaint. Therefore these allegations are denied and strict proof thereof is demanded at the time of trial. By way of further answer, it is averred that Defendant Roger Duffee offered to take reasonable steps to remedy any perceived problems with the deck.

18. Admitted.

19. Admitted in part and denied in part. It is admitted that Plaintiff contacted Defendant Roger Duffee to complain about alleged problems to the property. It is denied that all problems listed in paragraph 19 of Plaintiff's Complaint were addressed by Plaintiff

prior to the August meeting. By way of further answer, it is averred that Defendant Roger Duffee offered to take reasonable steps to correct any perceived defects or deficiencies in the property, which offer Plaintiff rejected.

20. Denied as stated. To the contrary, Roger L. Duffee has taken reasonable steps or offered to take all reasonable steps to remedy problems with the deck and has been prevented in doing so by the Plaintiff's own actions.

21. Defendants are without information to confirm or deny that Plaintiff had inspections conducted of the spec home. Strict proof of all allegations and alleged remediations are demanded at the time of trial.

COUNT I
STRICT LIABILITY

22. Defendant incorporates by reference his responses to paragraphs 1 through 21.

23. Objection. The "inspection" report attached to Plaintiff's Complaint is not relevant or competent evidence and all allegations contained therein are strictly denied and strict proof thereof is demanded at the time of trial. Defendants deny all claims of defective construction and therefore demand that Plaintiff prove all claims by competent evidence.

24. "Inspections" as referred to in paragraph 23 of the Complaint are not evidence, and Defendants deny all claims of defective construction. Strict proof by competent evidence is demanded at trial.

25. Defendants deny all allegations that his work was done in a poor, improper or unworkmanlike manner.

26. Defendant denies any and all defective, improper and unworkmanlike construction. Defendant further specifically denies strict liability to Plaintiff as follows:

(a) Defendants deny strict liability to Plaintiff for the alleged failure to install a fresh air intake. To the contrary, all work was done in a reasonable, proper and workmanlike manner.

(b) Defendants deny strict liability to Plaintiff for the alleged failure to properly install and seal windows. To the contrary, all windows were properly installed and sealed.

(c) Defendants deny strict liability to Plaintiff for the alleged failure to properly install bathroom vents. To the contrary, all bathroom vents were properly installed.

(d) Defendants deny strict liability to Plaintiff for the alleged failure to install correct drywall in the bathrooms. To the contrary, all drywall installations were correct and proper.

(e) Defendants deny strict liability to Plaintiff for the alleged failure to install insulation in the attic. To the contrary, Defendants followed all proper designated factory specifications for insulation installation.

(f) Defendants deny strict liability to Plaintiff for the alleged failure to install insulation in front porch roof. To the contrary, front porch construction, including

roof construction, was within reasonable, proper workmanlike and acceptable standards.

(g) Defendants deny strict liability to Plaintiff for the alleged failure to cover exposed wires and electric boxes in attic. To the contrary, all electrical installations were reasonable, proper and in accordance with applicable codes and standards.

(h) Defendants deny strict liability to Plaintiff for the alleged failure to install protective baffles on electric fixtures lying under blown-in cellulose insulation in the attic.

(i) Defendants deny strict liability to Plaintiff for the alleged failure to properly install blown-in cellulose insulation into walls and attic. To the contrary, Defendant performed all cellulose insulation installation in accordance with standard, accepted and factory specified procedures.

(j) Defendants deny strict liability to Plaintiff for the alleged failure to properly construct the roof. To the contrary, all sheeting and fascia boards were properly installed.

(k) Defendants deny strict liability to Plaintiff for the alleged failure to install adequate access to attic. To the contrary, the home was constructed properly and in accordance with agreed upon plans and specifications.

(l) Defendants deny strict liability to Plaintiff for the alleged failure to install a walkway in attic. To the

contrary, the home was constructed properly and in accordance with agreed upon plans and specifications.

(m) Defendants deny strict liability to Plaintiff for the alleged failure to install a cover on the propane tank. By way of further answer, the Defendant did not sell or install Plaintiff's propane tank.

(n) Defendants deny strict liability to Plaintiff for the alleged failure to properly install rear deck. By way of further answer, Defendant incorporates responses to prior allegations as set forth above.

(o) Defendants deny strict liability to Plaintiff for the alleged failure to properly paint front porch. By way of further answer, it is averred that Defendant offered and attempted to repaint the front porch at no cost to Plaintiff, which offer Plaintiff refused and prevented.

(p) Defendants deny strict liability to Plaintiff for the alleged failure to properly install rain spouting on front porch. By way of further answer, it is averred that Defendant has made reasonable attempts to remedy any complaints which Plaintiff has raised concerning rain spouting.

(q) Defendants deny strict liability to Plaintiff for the alleged failure to properly install plumbing of toilets into main sewer line.

(r) Defendants deny strict liability to Plaintiff for the alleged failure to properly install, dye and seal the front concrete sidewalk. To the contrary, the front

sidewalk was installed, dyed and sealed in accordance with factory specifications. By way of further answer, it is averred that the concrete sidewalk was in place and acceptable to Plaintiff at the time of purchase of the premises.

(s) Defendants deny strict liability to Plaintiff for the alleged failure to repair pressure switch on gas water heater. To the contrary, any problems with the water heater were the responsibility of the manufacturer and were or should have been covered under warranty. By way of further answer, it is averred that Plaintiff did not bring any alleged problems with the water heater to Defendant's attention and permit Defendant an opportunity to remedy such alleged problem.

(t) Defendants deny strict liability to Plaintiff for the alleged failure to properly install ceramic tile in the kitchen, foyer and around the fireplace. To the contrary, all work performed by Defendant with regard to installation of ceramic tile in the kitchen, foyer and around the fireplace was performed in a reasonable, proper and workmanlike manner and in accordance with standard and accepted specifications.

(u) Objection. This allegation is unduly vague, not subject to proper response, and should be stricken.

27. Defendants deny all allegations of defective improper workmanship and further denies that any complaints allegedly experienced by Plaintiff are in whole or in part caused by Defendants' negligence.

28. Denied.

29. Denied.

30. After reasonable investigation, Defendants are without information sufficient to form a belief as to the truth of paragraph 17 of the Complaint. Therefore the selling agents are denied and strict proof thereof is demanded at the time of trial.

WHEREFORE, Defendants demand judgment in their favor.

COUNT II
NEGLIGENCE

31. Defendants incorporate by reference their responses to paragraphs 1 through 30 above as if set forth in full.

32. Defendants deny allegations of negligence as follows:

(a) Defendants deny alleged negligence by failure to install a fresh air intake. To the contrary, the house in question was built with proper and adequate air circulation.

(b) Defendants deny alleged negligence in failure to properly install and seal windows. To the contrary, all windows were properly installed and sealed.

(c) Defendants deny the allegation of failure to properly install bathroom vents. To the contrary, all bathroom vents were properly installed.

(d) Defendants deny allegations of installing incorrect drywall. To the contrary, all materials, including drywall, were proper and suitable and characteristic for the home.

(e) Defendants deny the alleged failure to properly install insulation in the attic. To the contrary, all insulation in the home was properly installed and no problems complained of in the Complaint are the result of any improper act or omission on behalf of the Defendants.

(f) Defendants deny negligence in the alleged failure to install insulation in the front porch roof. To the contrary, all construction was done in a reasonable and proper manner.

(g) Defendants deny failure to cover exposed wires and electric boxes in the attic. To the contrary, all electric work was performed in a reasonable and proper manner.

(h) Defendants deny negligence in the alleged failure to install protective baffles on electric fixtures. To the contrary, all work and installation on the home were done in a reasonable and proper manner.

(i) Defendants deny negligence in the alleged failure to install blown-in cellulose insulation into walls and attic. To the contrary, all insulation was installed in a reasonable and acceptable manner.

(j) Defendants deny negligence in the alleged failure to properly construct the roof. To the contrary, all construction on the roof was done in a reasonable and workmanlike manner.

(k) Defendants deny negligence for the alleged failure to install adequate access to the attic. To the contrary, access to the attic is reasonable.

(l) Defendants deny negligence in allegedly failing to install a walkway to the attic. To the contrary, all work was done in a reasonable and workmanlike manner.

(m) Defendants deny negligence in allegedly failing to install a propane cover on the propane tank. To the contrary, the propane tank was installed in a reasonable and workmanlike manner. By way of further answer, Plaintiff was fully aware of the condition and amenities of the house at the time of its purchase.

(n) Defendants deny negligence by the alleged failure to properly install the rear deck in accordance with manufacturer's specifications. To the contrary, the deck was installed specifically with regard to manufacturer's specifications. By way of further answer, following installation, the manufacturer modified its specifications for deck installation and Defendant offered to remedy the problems with the deck.

(o) Defendants deny negligence in the alleged failure to properly paint the front porch. To the contrary, all structures, including the front porch, were properly and reasonably painted.

(p) Defendants deny negligence in the alleged failure to properly install rain spouting on the front porch. To the contrary, rain spouting was neither specified in the contract or requested by the homeowner.

(q) Defendants deny negligence in the alleged failure to properly install plumbing to the toilet. To the contrary, all plumbing work in the home was performed in a reasonable and workmanlike manner.

(r) Defendants deny negligence in the alleged failure to install and seal front concrete sidewalk. To the contrary, all sidewalk installations were performed in a reasonable and workmanlike manner.

(s) Defendants deny negligence in the alleged failure to repair pressure switch on a gas water heater. To the contrary, Defendants were never requested to repair a switch on the water heater. By way of further answer, it is averred that problems or defects with the water heater are the responsibility of the manufacturer of the product.

(t) Defendants deny alleged negligence in failure to properly install ceramic tile in the kitchen, foyer and around the fireplace. To the contrary, all ceramic tile installed by the Defendant was installed in a reasonable and workmanlike manner.

(u) Objection. This allegation is unduly vague, not subject to proper response, and should be stricken.

32. Defendants deny all allegations of poor, improper and unworkmanlike construction. Defendants further deny that any injury or illness allegedly sustained by Plaintiff is not related to any acts or omissions of Defendants.

33. It is denied that any work of Defendants was conducted in a poor, improper and unworkmanlike manner. To the

contrary, the home constructed by the Defendants was constructed in a proper and workmanlike manner.

34. It is denied that any work performed by the Defendants was done in a poor, improper and unworkmanlike manner. It is further denied that the home is unreasonably dangerous or presents an unreasonable fire hazard. To the contrary, all construction was done in a reasonable and workmanlike manner.

35. Defendants deny all allegations of poor, improper and unworkmanlike construction. With regard to the remaining allegations of paragraph 35, after reasonable investigation, Defendants are without sufficient information to form a belief as to their truth, therefore, the same are denied and strict proof thereof is demanded at the time of trial.

WHEREFORE, Defendants demand judgment in their favor.

COUNT III
BREACH OF WARRANTY

36. Defendants incorporate by reference their responses to paragraphs 1 through 35 of the Complaint as set forth above.

37. Denied as stated. The written agreement of sale between the parties is a document which speaks for itself. Defendants deny the applicability of any warranty other than those specifically stated in the written agreements between the parties and any warranty which may apply by operation of law. The existence of any warranty "expressly and impliedly" made by the Defendants is emphatically denied.

38. Defendants deny the existence of any warranties as set forth in response to paragraph No. 37. Defendants further deny

any poor, improper or unworkmanlike construction. To the contrary, all work performed by the Defendants was reasonable, workmanlike, and in accordance with any warranties which may be applicable.

39. Defendants specifically deny all claimed breach of warranty as follows:

(a) Defendants deny breach of warranty based on the alleged failure to install fresh air intake.

(b) Defendants deny breach of warranty based on the alleged failure to properly install and seal windows.

(c) Defendants deny breach of warranty based on the alleged failure to properly install bathroom vents.

(d) Defendants deny breach of warranty based on the alleged failure to install the correct drywall in the bathrooms.

(e) Defendants deny breach of warranty based on the alleged failure to properly install insulation in the attic.

(f) Defendants deny breach of warranty based on the alleged failure to install insulation in front porch roof.

(g) Defendants deny breach of warranty based on the alleged failure to cover exposed wires and electric boxes in attic.

(h) Defendants deny breach of warranty based on the alleged failure to install protective baffles on electric fixtures lying under blown-in cellulose insulation.

(i) Defendants deny breach of warranty based on the alleged failure to properly install blown-in cellulose insulation into walls and attic.

(j) Defendants deny breach of warranty based on the alleged failure to properly construct roof.

(k) Defendants deny breach of warranty based on the alleged failure to install adequate access to attic.

(l) Defendants deny breach of warranty based on the alleged failure to install walkway in attic.

(m) Defendants deny breach of warranty based on the alleged failure to install a propane cover on propane tank.

(n) Defendants deny breach of warranty based on the alleged failure to install rear deck according to manufacturer's specifications.

(o) Defendants deny breach of warranty based on the alleged failure to properly paint front porch.

(p) Defendants deny breach of warranty based on the alleged failure to properly install rain spouting on front porch.

(q) Defendants deny breach of warranty based on the alleged failure to properly install plumbing of toilet into main sewer line.

(r) Defendants deny breach of warranty based on the alleged failure to properly install, dye and seal the front concrete sidewalk.

(s) Defendants deny breach of warranty based on the alleged failure to repair pressure switch on gas water heater;

(t) Defendants deny breach of warranty based on the alleged failure to properly install ceramic tile in the kitchen, foyer and around the fireplace.

(u) Objection. This allegation is unduly vague, not subject to proper response, and should be stricken.

40. Defendants deny all allegations of poor, improper and unworkmanlike construction. Defendants further deny that any injury or illness allegedly sustained by Plaintiff is not related to any acts or omissions of Defendants.

41. It is denied that any work of Defendants was conducted in a poor, improper and unworkmanlike manner. To the contrary, the home constructed by the Defendants was constructed in a proper and workmanlike manner.

42. It is denied that any work performed by the Defendants was done in a poor, improper and unworkmanlike manner. It is further denied that the home is unreasonably dangerous or presents an unreasonable fire hazard. To the contrary, all construction was done in a reasonable and workmanlike manner.

43. Defendants deny all allegations of poor, improper and unworkmanlike construction. With regard to the remaining allegations of paragraph 43, after reasonable investigation, Defendants are without sufficient information to form a belief as to their truth, therefore, the same are denied and strict proof thereof is demanded at the time of trial.

44. No response required. By way of further answer, Defendants demand a jury trial.

WHEREFORE, Defendants demand judgment in their favor.

NEW MATTER

45. Defendants incorporate paragraphs 1 through 44 of the Complaint and their responses thereto as if set forth in full.

46. Plaintiff purchased the home from Defendants after full and complete opportunity to inspect the premises, its amenities, fixtures and construction.

47. Plaintiff's claims are barred by the Doctrine of Waiver and Estoppel.

48. Plaintiff's claims are barred or limited by Plaintiff's own failure to mitigate her own damages when she knew or should have known that her failure to act would result in the harm which she has suffered.

49. Plaintiff's claims are barred or limited by the Doctrine of Accord and Satisfaction.

50. Plaintiff's claims are barred or limited by the applicable Statute of Limitations.

51. Plaintiff's claims are barred or limited by the Doctrine of Laches.

52. Plaintiff's claims are barred or limited by her own negligence, which includes the following:

- (a) Failure to remedy and repair problems which Plaintiff may have been experiencing with the home;
- (b) Failure to take reasonable steps to mitigate

and abate any potentially hazardous or dangerous conditions of the premises;

(c) Failure to notify Defendants of any alleged complaints, defects, or deficiencies with the home; and

(d) Failure to accept the Defendant's offers to repair, remedy or improve the alleged problems with the premises.

53. Defendant Roger L. Duffee agrees to defend, indemnify and hold harmless Defendants Thomas R. Ochreitor and Susan M. Ochreitor for all claims of Plaintiff's stated herein.

WHEREFORE, Defendants demand judgment in their favor.

Respectfully submitted,

HANAK, GUIDO and TALADAY

By

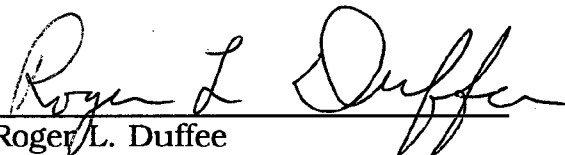

Matthew B. Taladay
Attorney for Defendants

VERIFICATION

I, ROGER L. DUFFEE, do hereby verify that I have read the foregoing ANSWER AND NEW MATTER. The statements therein are correct to the best of my personal knowledge or information and belief.

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

Date: 2-12-03


Roger L. Duffee

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

JUDITH A. BROWN,
Plaintiff

vs.

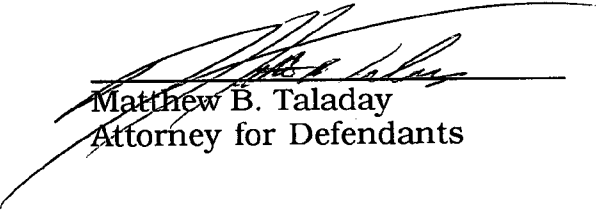
No. 02-1052-CD

THOMAS R. OCHREITOR and
SUSAN M. OCHREITOR, husband
and wife, and ROGER L. DUFFEE,
Defendants

CERTIFICATE OF SERVICE

I certify that on the 12th day of February, 2003, a true
and correct copy of Defendants' Answer and New Matter was mailed to
the following counsel of record by United States first class mail,
postage prepaid:

Paul E. Cherry, Esq.
Attorney for Plaintiff
Cherry & Cherry
23 East Park Avenue
DuBois, PA 15801


Matthew B. Taladay
Attorney for Defendants

FILED

3/11/04
FEB 14 2003

no
cc
~~cc~~

William A. Shaw
Prebendary

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

JUDITH A. BROWN,
Plaintiff

vs.

THOMAS R. OCHRETIOR and
SUSAN M. OCHREITOR, husband
and wife, and ROGER L. DUFFEE,
Defendant

: No. 02 - 1052 - C.D.
:
: Type of Case: CIVIL
:
: Type of Pleading: PLAINTIFF'S ANSWER
: TO NEW MATTER OF DEFENDANTS
:
: Filed on Behalf of: PLAINTIFF
:
: Counsel of Record for this Party
:
: PAUL E. CHERRY, ESQ.
: Supreme Court No.42945
:
: CHERRY & CHERRY
: 23 East Park Avenue
: DuBois, PA 15801
: (814) 371-3288

FILED

MAR 12 2003

William A. Shaw
Prothonotary

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

JUDITH A. BROWN,
Plaintiff

vs.

THOMAS R. OCHREITOR and
SUSAN M. OCHREITOR, husband
and wife, and ROGER L. DUFFEE,
Defendants

:
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:
: No. 02 – 1052 – C.D.
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PLAINTIFF'S ANSWER TO NEW MATTER OF DEFENDANTS

AND NOW, comes the Plaintiff, JUDITH A. BROWN, by and through her attorneys, CHERRY & CHERRY, who file the following Plaintiff's Answer to New Matter of Defendants, and in support thereof aver the following;

45. No response required.

46. Admitted in part and denied in part. It is admitted that Plaintiff purchased the home from Defendants after visually inspecting the premises. It is denied, however, that Plaintiff had the opportunity to inspect the construction of the premises as the home was purchased as a "spec" home and components of the construction could not be ascertained from a visual inspection as the hazardous and dangerous conditions and defects in the premises were located under the insulation in the attic, inside the walls, in the plumbing system, etc.

47. Denied. The allegations contained in Paragraph 47 of the New Matter of Defendants are conclusions of law to which no responsive pleading is required under the Pennsylvania Rules of Civil Procedure and the same, therefore, are denied.

48. Denied. On the contrary, Plaintiff could not possibly mitigate her own damages as the hazardous and dangerous conditions and defects in the premises were located under the insulation in the attic, inside the walls, in the plumbing system, etc. and were directly caused by the faulty and defective construction of the property by Defendants.

49. Denied. The allegations contained in Paragraph 49 of the New Matter of Defendants are conclusions of law to which no responsive pleading is required under the Pennsylvania Rules of Civil Procedure and the same, therefore, are denied.

50. Denied. The allegations contained in Paragraph 50 of the New Matter of Defendants are conclusions of law to which no responsive pleading is required under the Pennsylvania Rules of Civil Procedure and the same, therefore, are denied.

51. Denied. The allegations contained in Paragraph 51 of the New Matter of Defendants are conclusions of law to which no responsive pleading is required under the Pennsylvania Rules of Civil Procedure and the same, therefore, are denied.

52.

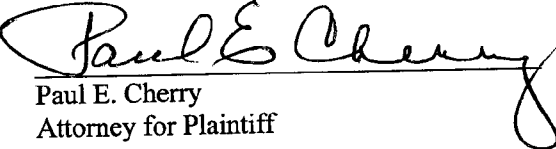
- (a) Denied. On the contrary, when the property was purchased, Defendants not only assured Plaintiff that all work had been performed in a good, proper and workmanlike manner, they also offered a one year builder warranty and additional builders warranty covering years 2-5. These warranties were clearly set forth in the Standard Agreement for Sale of Real Estate;
- (b) Denied. On the contrary, there is no way Plaintiff could mitigate or abate any potentially hazardous or dangerous conditions as said conditions were solely caused by the faulty and defective construction of the property by Defendants;
- (c) Denied. On the contrary, Plaintiff did indeed notify Defendants of all complaints, defects and deficiencies as set forth in the Amended Complaint; and
- (d) Denied. On the contrary, at no time did Defendants offer to properly repair, remedy or improve the hazardous and dangerous conditions in said property.

53. Denied. The allegations contained in Paragraph 53 of the New Matter of Defendants are conclusions of law to which no responsive pleading is required under the Pennsylvania Rules of Civil Procedure and the same, therefore, are denied.

WHEREFORE, Plaintiff, JUDITH A. BROWN, demands that judgment be entered in her favor and against Defendants, THOMAS R. OCHREITOR, SUSAN M. OCHREITOR and ROGER L. DUFFEE, in an amount in excess of Twenty Five Thousand Dollars (\$25,000.00), exclusive of interest and costs of suit.

Respectfully submitted,

CHERRY & CHERRY


Paul E. Cherry
Attorney for Plaintiff

COMMONWEALTH OF PENNSYLVANIA

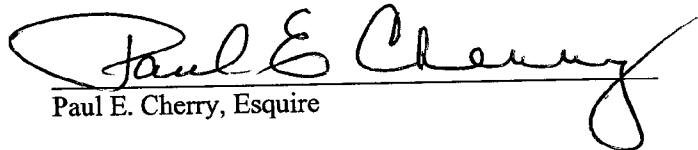
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: ss.

COUNTY OF CLEARFIELD

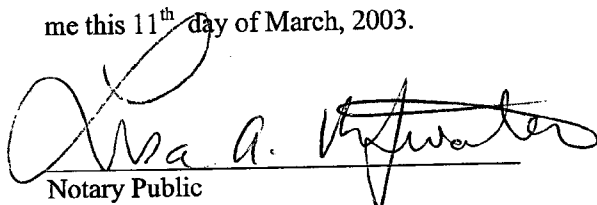
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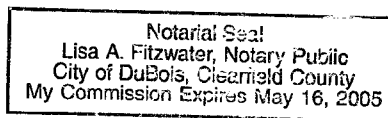
PAUL E. CHERRY, Esquire, being duly sworn according to law deposes and says that he is the attorney for Plaintiff in the foregoing action; that the facts set forth in the foregoing Plaintiff's Answers to New Matter of Defendants are true and correct based upon information received from the Plaintiffs and after his own diligent inquiry, and that an Affidavit of the Plaintiff can be supplied at a later date upon request.


Paul E. Cherry, Esquire

Sworn to and subscribed before

me this 11th day of March, 2003.


Notary Public



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

JUDITH A. BROWN,
Plaintiff

vs.

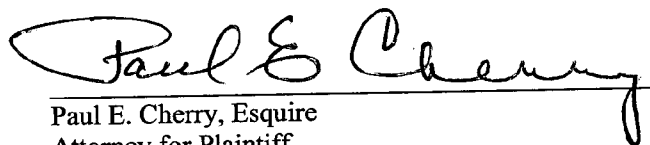
THOMAS R. OCHREITOR and
SUSAN M. OCHREITOR, husband
and wife, and ROGER L. DUFFEE,
Defendants

:
:
:
: No. 02 - 1052 - C.D.
:
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CERTIFICATE OF SERVICE

PAUL E. CHERRY, ESQUIRE, certifies that as counsel for the Plaintiffs in the above-captioned action, he served a true and correct copy of the Plaintiff's Answers to New Matter of Defendants on March 11, 2003, to Matthew B. Taladay, Esquire, counsel for the Defendants at Hanak, Guido and Taladay, 498 Jeffers Street, P.O. Box 487, DuBois, PA 15801 by U.S. Postal Service, First-class mail, postage prepaid.

CHERRY & CHERRY


Paul E. Cherry, Esquire
Attorney for Plaintiff

William A. Shaw
Probationary

THE PLANKENHORN CO., WILLIAMSPORT, PA.

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

JUDITH A. BROWN,)
Plaintiff : No. 02-1052-CD
vs. :
THOMAS R. OCHREITOR and SUSAN M. :
OCHREITOR, husband and wife, and :
ROGER L. DUFFEE, :
Defendants)

FILED

MAR 27 2003

William A. Shaw
Prothonotary

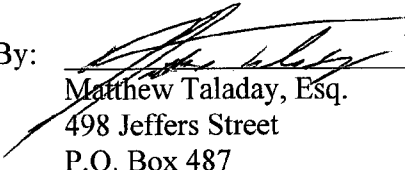
WITHDRAWAL OF APPEARANCE

To the Prothonotary:

Please withdraw the appearance of the undersigned as counsel for Roger L. Duffee,
Defendant above named.

HANAK GUIDO & TALADAY

By:


Matthew Taladay, Esq.
498 Jeffers Street
P.O. Box 487
DuBois, PA 15801

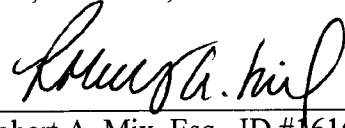
ENTRY OF APPEARANCE

To the Prothonotary:

Please enter the appearance of the undersigned on behalf of Roger L. Duffee, Defendant
above-named.

LEE, MARTIN, GREEN & REITER, INC.

By:


Robert A. Mix, Esq., ID #16164
Attorney for Defendant Roger L. Duffee
115 East High Street, PO Box 179
Bellefonte, PA 16823
814-355-4769

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

JUDITH A. BROWN,)	
Plaintiff	:	No. 02-1052-CD
)	
vs.	:	
)	
THOMAS R. OCHREITOR and SUSAN M.	:	
OCHREITOR, husband and wife, and	:	
ROGER L. DUFFEE,	:	
Defendants)	

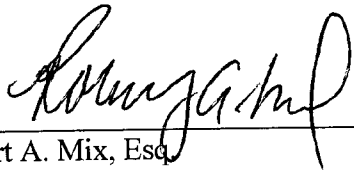
CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Withdrawal of
Appearance/Entry of Appearance was deposited in the United States mail, postage prepaid, in
Bellefonte, Pennsylvania, on the 25th day of March, 2003 addressed to the following:

Paul Cherry, Esq.
Cherry & Cherry
23 East Park Avenue
DuBois, PA 15801

Thomas & Susan Ochreitor
668 Treasure Lake
DuBois, PA 15801

Matthew Taladay, Esq.
Hanak Guido & Taladay
498 Jeffers Street
P.O. Box 487
DuBois, PA 15801



Robert A. Mix, Esq.

FILED

MAR 11 11:14 AM '03

cc

William A. Shaw
Prothonotary

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

JUDITH A. BROWN,
Plaintiff

vs.

THOMAS R. OCHREITOR and
SUSAN M. OCHREITOR, husband and
wife, and ROGER L. DUFFEE,
Defendants

: No. 02 - 1052 - C.D.
:
: Type of Case: CIVIL
:
: Type of Pleading: PRAECIPE TO PLACE
: CASE ON TRIAL LIST
:
: Filed on Behalf of: PLAINTIFF
:
: Counsel of Record for this Party:
:
: PAUL E. CHERRY, ESQ.
: Supreme Court No.42945
:
: CHERRY & CHERRY
: 23 East Park Avenue
: DuBois, PA 15801
: (814) 371-3288

FILED

AUG 04 2003

William A. Shaw
Prothonotary/Clerk of Courts

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

JUDITH A. BROWN,
Plaintiff

vs.

THOMAS R. OCHREITOR and
SUSAN M. OCHREITOR, husband and
wife, and ROGER L. DUFFEE,
Defendants

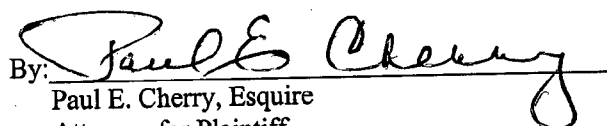
No. 02 - 1052 - C.D.

PRAECIPE TO PLACE CASE ON TRIAL LIST

To the Prothonotary:

Please place the above-captioned action on the jury trial list pursuant to Rule 101.

CHERRY & CHERRY

By: 
Paul E. Cherry, Esquire
Attorney for Plaintiff

William A. Shaw
Prothonotary/Clerk of Courts

FILED No 62
d/10:50 AM
AUG 04 2003
copy to C/A

Sherry B. Sherry
23 EAST PARK AVENUE
DUBOIS, PENNSYLVANIA 15801

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

JUDITH A. BROWN,
Plaintiff

vs.

THOMAS R. OCHREITOR and
SUSAN M. OCHREITOR, husband and
wife, and ROGER L. DUFFEE,
Defendants

: No. 02 – 1052 - C.D.
:
: Type of Case: CIVIL
:
: Type of Pleading: CERTIFICATE OF
: READINESS FOR TRIAL
:
: Filed on Behalf of: PLAINTIFF
:
: Counsel of Record for this Party:
:
: PAUL E. CHERRY, ESQ.
: Supreme Court No.42945
:
: CHERRY & CHERRY
: 23 East Park Avenue
: DuBois, PA 15801
: (814) 371-3288

FILED

AUG 04 2003

William A. Shaw
Prothonotary/Clerk of Courts

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

JUDITH A. BROWN,
Plaintiff

vs.

No. 02 – 1052 – C.D.

THOMAS R. OCHREITOR and
SUSAN M. OCHREITOR, husband and
wife, and ROGER L. DUFFEE,
Defendants

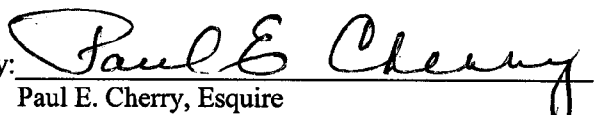
CERTIFICATE OF READINESS FOR TRIAL

To the Prothonotary:

Pursuant to Rule 101, I hereby certify that:

1. The Pleadings are closed;
 2. All discovery has been completed;
 3. There are no outstanding motions;
 4. The amount in controversy exceeds \$25,000.00;
 5. This action does not now appear on any trial or argument list;
 6. Application will not be made for a continuance except for good cause arising after this action appears on the trial list;
 7. Counsel who will actually try this action are:
 - a. for the Plaintiff: Paul E. Cherry, Esquire, Phone #: (814) 371-3288;
 - b. for the Defendants, THOMAS R. OCHREITOR and SUSAN M. OCHREITOR:
Matthew Taladay, Esquire, Phone #(814) 371- 7768
- For the Defendant, ROGER L. DUFFEE:
Robert A. Mix, Esquire, Phone #(814) 355-4769
8. A copy of this Certificate has been served on all interested parties.

CHERRY & CHERRY

By: 
Paul E. Cherry, Esquire
Attorney for Plaintiff

William A. Shaw
Prothonotary/Clerk of Courts

FILED No cc
01 10:50 AM
AUG 04 2003
Copy to CIA

Cherry & Cherry
23 EAST PARK AVENUE
DUBOIS, PENNSYLVANIA 15801

CA

Defendants

Lee, Martin, Green & Reiter, Inc.
115 East High Street
PO Box 179
Bellefonte, PA 16823
814-355-4769

William A. Shaw
Prothonotary/Clerk of Courts

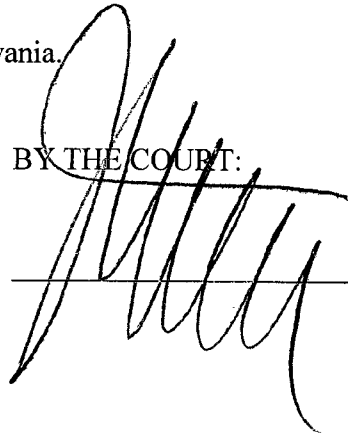
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

JUDITH A. BROWN,)
Plaintiff : No. 02-1052-CD
vs. :
THOMAS R. OCHREITOR and SUSAN M. :
OCHREITOR, husband and wife, and :
ROGER L. DUFFEE, :
Defendants)

ORDER

AND NOW, this 11th day of August, 2003, upon consideration of the within
Defendant Duffee's Motion to Strike Case from the Trial List, argument is set for the 24 day
of September, 2003, at 9:30 o'clock A m., in Courtroom no. 1, of the
Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT:



FILED

AUG 11 2003

William A. Shaw
Prothonotary/Clerk of Courts

FILED
8/3:41 PM
AUG 11 2003

William A. Shaw
Prothonotary/Clerk of Courts

ACC
Amy M. X


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

JUDITH A. BROWN,)	
Plaintiff	:	No. 02-1052-CD
)	
vs.	:	
)	
THOMAS R. OCHREITOR and SUSAN M.	:	
OCHREITOR, husband and wife, and)	
ROGER L. DUFFEE,	:	
Defendants)	

DEFENDANT DUFFEE'S MOTION TO STRIKE
CASE FROM THE TRIAL LIST

NOW COMES Defendant Roger L. Duffee, by his attorneys, Lee, Martin, Green & Reiter, Inc., pursuant to 46 J.D.R.C.P. 232.2(b) and respectfully represents:

1. Plaintiff Judith A. Brown commenced this civil action by the issuance of a writ of summons on July 3, 2002.
2. Plaintiff filed a Complaint on October 30, 2002.
3. Defendants Thomas R. and Susan M. Ochreitor (Ochreitor) and Roger Duffee (Duffee) filed Preliminary Objections to her Complaint on January 13, 2003.
4. Plaintiff filed an Amended Complaint on January 31, 2003.
5. Defendants filed an Answer and New Matter on February 14, 2003.
6. Plaintiff filed a Reply to Defendants' New Matter on March 12, 2003.
7. New counsel, Robert A. Mix, Esquire, entered his appearance and former counsel, Matthew Taladay, Esquire, withdrew his appearance on behalf of Defendant Duffee on March 18, 2003.

8. Defendant Duffee served Interrogatories and a Request for Production of Documents on Plaintiff on April 23, 2003.

9. Plaintiff served Answers to Defendant Duffee's Interrogatories and Request for Production of Documents on June 23, 2002. Said discovery responses did not contain the reports of any physicians Plaintiff intends to call as medical expert witnesses at trial.

10. Plaintiff filed a Praecipe to Place the Case on the Trial List on August 4, 2003.

11. Said Praecipe was filed without prior notice to or consultation with counsel for Defendant Duffee.

12. Defendant Duffee respectfully requests that this case be stricken from the trial list for the following reasons:

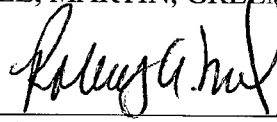
- a) Discovery has not been completed and no order of court has been entered limiting discovery to a period ending more than thirty (30) days prior to filing the praecipe.
- b) Defendant Duffee intends to conduct further discovery, to include:
 - i. taking a deposition of Plaintiff Brown;
 - ii. requesting production of documents and records from all Plaintiff's various medical providers;
 - iii. requesting production of all reports of persons Plaintiff intends to call as medical expert witnesses at trial;
 - iv. requesting Plaintiff to submit to an independent medical evaluation; and,
 - v. requesting Plaintiff to make her home available to inspection by persons Defendant Duffee will retain as expert witnesses for trial.

13. This case has not been listed for trial previously.

WHEREFORE, Defendant Duffee respectfully requests that this case be stricken from the trial list.

LEE, MARTIN, GREEN & REITER, INC.

By:



Robert A. Mix, Esq., ID #16164
Attorney for Defendant Roger L. Duffee
115 East High Street
PO Box 179
Bellefonte, PA 16823
814-355-4769

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

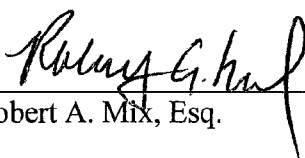
JUDITH A. BROWN,)	
Plaintiff	:	No. 02-1052-CD
)	
vs.	:	
)	
THOMAS R. OCHREITOR and SUSAN M.	:	
OCHREITOR, husband and wife, and)	
ROGER L. DUFFEE,	:	
Defendants)	

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Defendant Duffee's Motion to Strike Case from the Trial List was deposited in the United States mail, postage prepaid, in Bellefonte, Pennsylvania, on the 4th day of August, 2003 addressed to the following:

Paul Cherry, Esq.
Cherry & Cherry
23 East Park Avenue
DuBois, PA 15801

Matthew Taladay, Esq.
Hanak Guido & Taladay
498 Jeffers Street
P.O. Box 487
DuBois, PA 15801



Robert A. Mix, Esq.

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

JUDITH A. BROWN :

-vs- :

No. 02 - 1052 - CD

THOMAS R. OCHREITOR and SUSAN M.:

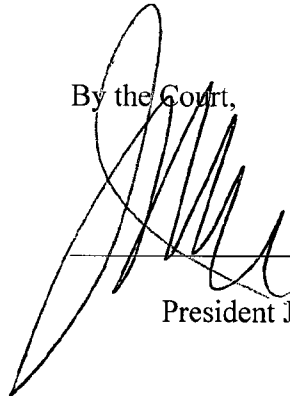
OCHREITOR, husband and wife, and :

ROGER L. DUFFEE :

ORDER

NOW, this 24th day of September, 2003, this being the day and date set for argument into Defendant Roger L. Duffee's Motion to Strike Case from the Trial List, it is the ORDER of this Court that proceedings on said Motion shall be and are hereby continued pending completion of discovery.

By the Court,



President Judge

FILED

SEP 24 2003

0131301
William A. Shaw

Prothonotary/Clerk of Courts

CEM. to P. CHERRY
TALADAY
MKT.

CA

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

JUDITH A. BROWN

vs.

THOMAS R. OCHREITOR and
SUSAN M. OCHREITOR, husband
and wife; and ROGER L. DUFFEE

:
:
: No. 02-1052-CD
:
:

ORDER

AND NOW, this 7th day of January, 2004, it is the ORDER of the
Court that the above-captioned matter is hereby CONTINUED from the Winter Term
of Court. The Court Administrator is directed to place this matter on the Spring 2004
Civil Call List.

FILED

JAN 07 2004

William A. Shaw
Prothonotary/Clerk of Courts

BY THE COURT:


Judge

FILED 1cc Atty Paul Cherry
01/31/2004 1cc Atty Toladay
JAN 07 2004
William A. Shaw
Prothonotary, Clerk of Courts

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

JUDITH A. BROWN,
Plaintiff

vs.

THOMAS R. OCHREITOR and
SUSAN OCHREITOR, husband and
wife, and ROGER L. DUFFEE,
Defendants

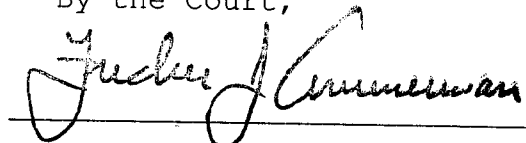
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NO. 2002-1052-C.D.

ORDER

NOW, this 1st day of April, 2004, following Civil Call, it is the ORDER of this Court that Civil Pre-Trial Conference with counsel for the parties as set forth above and the Court be and is hereby scheduled for Friday, April 16, 2004 at 10:00 a.m. in President Judge Ammerman's Chambers, Clearfield County Courthouse, Second Floor, Clearfield, Pennsylvania.

By the Court,



FREDRIC J. AMMERMAN
PRESIDENT JUDGE

FILED

APR 08 2004

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

JUDITH A. BROWN,
Plaintiff

vs.

THOMAS R. OCHREITOR and
SUSAN OCHREITOR, husband and
wife, and ROGER L. DUFFEE,
Defendants

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*

NO. 2002-1052-C.D.

ORDER

NOW, this 16th day of April, 2004, following Pre-Trial Conference with Plaintiff and counsel for the Defendants being present, with the Court noting that the Plaintiff is still in the process of obtaining new counsel, it is the ORDER of this Court as follows:

1. This case is hereby continued upon agreement of the parties.
2. The Court Administrator shall cause the matter to be listed for the Fall, 2004 Term of Court.
3. The Call of the List will be held on July 29, 2004.
4. Discovery among the parties shall be completed by no later than August 15, 2004.

FILED

APR 16 2004

William A. Shaw
Prothonotary/Clerk of Courts

By the Court,



FREDRIC J. AMMERMAN
President Judge

FILED

McCausland Chesney, M. Talarney, M. ix

01/2:54/801
APR 16 2004

William A. Shaw
Honorary/Clerk of Courts

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

JUDITH A. BROWN,
Plaintiff in Pro Per

vs.

THOMAS R. OCHREITOR and
SUSAN M. OCHREITOR, husband
And wife, and ROGER L. DUFFEE,
Defendants

>
> No. 02 – 1052 – C. D.
>
> Type of Case: CIVIL
>
> Filed on Behalf of : PLAINTIFF Pro Per
>
> JUDITH A. BROWN GIBBONS Plaintiff
> Pro Per
> 1552 Treasure Lake
> DuBois, PA. 15801
> (814) 375-2626
>
>

PLAINTIFF(BROWN) GIBBONS PRODUCTION OF DOCUMENTS TO SUPPLEMENT
PRIOR DISCOVERY

FILED

JUL 06 2004

William A. Shaw
Prothonotary/Clerk of Courts

Amended Exhibit "A"

2. Copies of the following medical reports and records :

- (9) Copies of prescriptions from Dr. Erin McKinley, M.D. for
for Prednisone, Zithromax, Proventil dated 10/2/03.
- (10) Medical records from RAJ Cardiovascular Association Dr. Sung Jin Park
includes: Surgical Mediastinoscopy with biopsy Pre and Post -Op
evaluations, laboratory tests, xrays , results and follow up visits.
- (11) Medical records from Dr. Gregory Roscoe, M.D. including summary and
allergy testing.
- (12) Medical records from Dr. Angelo Illuzzi D.O. F.C.C.P. including all pre tests,
xrays prior to Bronchoscopy and post surgical xrays, all lab reports and follow-up.
- (13) Copies of all chest xray reports : 09/21/99 – 02/18/03 – 11/11/03 –
CT Scan – 12/15/03 ; Post-op Chest Mediastinoscopy – 01/22/04 ;
Post –op Bronchoscopy 2/25/04
- (14) Pharmacy papers : Codeine side effects
- (15) Pharmacy papers : Prednisone side effects
- (17) Pharmacy papers : zithromax side effects
- (18) Pharmacy papas ; Albutereol side effects
- (20) Prescription for Advair, Dr. Illuzzi. 3-11-04
- (21) Prescription for Max Air , Dr. Illuzzi 3- 11-04
- (22) Prescription fro Singiular , Dr. Illuzzi 3-11-04
- (23) Article :” Pulmonary Alveolar Proteinosis in Association with Household
exposure to Fibrous Insulation Material’. Chest, June 2000.

2. (24) Definition : Macrophage ; HON : Allergy Glossary Macrophage
- (25) Medcyclopedia : Definition : Mediastinum
- (26) Article ; “ Pathology of nonasbestos pneumoconiosis (silicosis and mixed dust pneumoconiosis”) author : K. Honma
- (27) Article : Indoor Enviroment Notebook ; Ball State University
- (28) Summary of Toxicological Information on Cellulose Insulation Additives
National Institite of Health. = NIH .gov
- (29) Summary of Data For Chemical Selection : CELLULOSE INSULATION :
Dr. E.E. Mc Connell July 1994 , NTP Technical Resources International, INC.
- (30) Cellulose : Health Based Reassessment of Administrative; Occupational
Exposure limits March 2002
- (31) Medical Legal Aspects of Enviromental/ Occupational Disability Evaluation
Chapter 49 , Baum’s Textbook of Pulmonary Disease.
- (32) Article : CDC – NIOSH – NIOSH Hazard Review : Health Effects of
Occupational Exposure to Respirable Crystalline Silica ,CDC .gov
- CX – (1) Article : Comparing Fiber Glass and Cellulose Insulation: NAIMA
- (2) Article : INEOS Silicas: Paper Coatings, Films, and Inks, How Silica Works
in Paper Coatings and Films.
- (3) Article : EKA Chemicals , Colloidal Silica group : A Clear non-slip solution.
Copyright 2002
- (4) Article: EURIMA (European Insulation Manufactures Association) FACT
SHEET - Jan . 1998 CELLULOSE FIBRE INSULATION
- (5) Article : Published in Environ, #11 (1991) p. 11 by John Bower.
Cellulose Insulation
- (6) Company : Enviro – Cure Inc.

- E- (1) - Yahoo .com – What is a fortune 500 company ?
- (2) Yahoo Finance- Erie insurance Group Again in Fortune 500 List. Press release Wednesday March 24, 2004
- (3) USA TODAY – MONEY – 3-22-2004 : List of Fortune 500 companies.
- (4) Erie Insurance Co. – Notice of Cancellation or Refusal to Renew Jan 28, 2004
- (5) Erie Insurance – President & CEO Jeff Ludrof's Message to ERIE Employees . Jan. 26, 2004
- (6) Erie Insurance – Erie's Corporate Code of Conduct
- (7) Erie Insurance – Company Profile
- (8) Forbes Magazine – 2004 edition of The World's 2000 Leading Companies. Pg. 206
- (9) Erie Indemnity Company – 2003 Annual Report
- (10) Erie Indemnity Company – 2004 First Quarter Report
- 21 (26) Article : RA & MCO Insurance Services : Risk Management
The Risks of Unwanted Exposure- Protect Buildings
From Mold During Construction , by Eric Olson, PE
& Werner Gumpertz, PE. 1999.

UPMC - (1) - 6-18-04 Patient Billing Initial visits to UPMC
Comprehensive Lung Disorders Clinic. Dr. Faber.

P. Photographs marked P-1 & P-2 showing plaintiff post -op
From surgical procedure Mediastinoscopy.

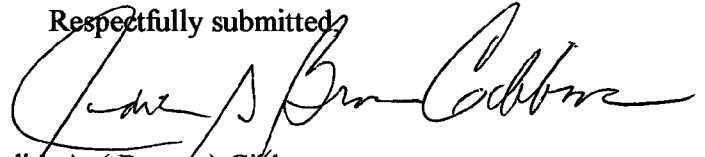
Photographs marked P-3, P-4, P-5, P-6, showing plaintiff
Post -op surgical procedure and side effects .

Photographs marked P-7, P-8 showing the mold expanding along
The ceiling truss inside the home. Photo taken 12-28-03.

Photographs marked P- 9, P-10, & p-11 showing the continued
Exposure of cellulose inside the home well into 12-28-03.

Photograph marked P-12 showing layer of cellulose fiber dust
On furniture.

Respectfully submitted,



Judith A. (Brown) Gibbons
Plaintiff Pro Per

*Please file amended index of
discovery in the aforementioned civil case.*



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


JUDITH A. BROWN,
Plaintiff in Pro Per

vs.

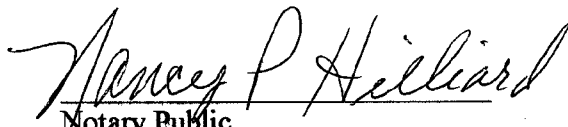
THOMAS R. OCHREITOR and
SUSAN M. OCHREITOR, husband
And wife, and ROGER L. DUFFEE,
Defendants

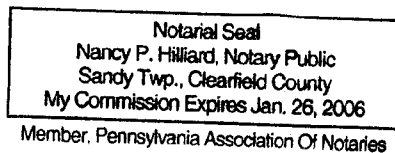
>
> No. 02 – 1052 – C. D.
>
> Type of Case: CIVIL
>
> Filed on Behalf of : PLAINTIFF Pro Per
>
> JUDITH A. BROWN GIBBONS Plaintiff
> Pro Per
> 1552 Treasure Lake
> DuBois, PA. 15801
> (814) 375-2626
>
>

I Judith A. (Brown) Gibbons, plaintiff and acting as Pro Per swear that the listed documents
Of discovery are true and correct based on the information within said documents.


Judith A. (Brown) Gibbons
Plaintiff Pro Per

Sworn to and subscribe before
Me this 6th day of July, 2004


Notary Public



CA

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

JUDITH A. BROWN,)
Plaintiff : No. 02-1052-CD
vs. :
THOMAS R. OCHREITOR and SUSAN M. :
OCHREITOR, husband and wife, and)
ROGER L. DUFFEE, :
Defendants)

ORDER

AND NOW, this 15th day of July, 2004, upon consideration of the within
Defendant Duffee's Motion for Extension of Discovery and Continuance of Trial, argument is set
for the 26 day of July, 2004, at 10:00 o'clock A m., in Courtroom no.
1, of the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT:

Frederick J. Cunningham

FILED

JUL 16 2004

William A. Shaw
Prothonotary/Clerk of Courts

FILED
JUL 16 2004

2cc
Atty Mix

William A. Shaw
Prothonotary/Clerk of Courts

CA

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

JUDITH A. BROWN,)
Plaintiff : No. 02-1052-CD
vs. :
THOMAS R. OCHREITOR and SUSAN M. :
OCHREITOR, husband and wife, and :
ROGER L. DUFFEE, :
Defendants)

FILED *NO cc*
JUL 14 2004

Arch
William A. Shaw
Prothonotary/Clerk of Courts

**MOTION FOR EXTENSION OF DISCOVERY DEADLINE
AND CONTINUANCE OF TRIAL TO THE WINTER TERM OF COURT**

NOW COMES Defendant Roger L. Duffee, by his attorneys, Lee, Green & Reiter, Inc.,
and respectfully represents:

1. On April 16, 2004 a pre-trial conference was held in the above-captioned contract,
breach of warranty and personal injury action.
2. At that time, Plaintiff, pro se, advised that she would provide counsel for Defendant
with copies of medical records and reports pertaining to her recent medical examinations, tests,
treatment and care, as soon as they became available.
3. At that time, counsel for Defendant advised Plaintiff that after receiving and
reviewing those medical records and reports, he would request that Defendant submit to an
independent medical examination.
4. At that time, your Honorable Court issued an Order continuing this action to the Fall,
2004 Term of Court and setting a discovery deadline of August 15, 2004.

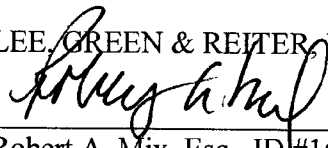
5. On July 6, 2004, Plaintiff provided counsel for Defendant with copies of medical records and reports pertaining to her recent medical examinations, tests, treatment and care. It would appear from those medical records and reports that Plaintiff has been diagnosed with anthracosilicosis (a hardening or darkening of the lungs caused by prolonged inhalation of dusts containing tiny particles of silicon dioxide and carbon) severe obstructive airways disease, mild acute chronic bronchitis and asthma. The most recent of these medical examinations and tests were performed on June 16, 2004 and the final results and reports are not yet available.

6. There would appear to be a significant issue as to whether Plaintiff's symptoms and conditions were caused by environmental factors in the home she purchased from Defendant.

7. Defendant will need all the final results and reports of Plaintiff's medical care providers in order to have them reviewed by medical experts and to schedule an independent medical examination of Plaintiff.

8. Defendant believes that all discovery cannot be completed by the August 15, 2004 deadline presently scheduled and that this action will not be ready for trial during the Fall 2004 Term of Court.

WHEREFORE, Defendant respectfully requests your Honorable Court to grant an extension of time for the purpose of completing discovery and to continue this action to the Winter, 2004 Term of Court.

LEE, GREEN & REITER, INC.
By: 
Robert A. Mix, Esq., ID #16164
Attorney for Defendant Roger L. Duffee
115 East High Street
PO Box 179
Bellefonte, PA 16823
814-355-4769

VERIFICATION

Robert A. Mix, Esquire, being duly sworn according to law, deposes and says that he is the attorney for Defendant Roger Duffee on behalf of Erie Insurance Company; that he is authorized to take this verification on its behalf; and that the facts set forth in the foregoing Motion for Extension of Discovery Deadline and Continuance of Trial to the Winter Term are true and correct to the best of his knowledge, information and belief; and that this statement is made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.



Robert A. Mix, Esq.

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

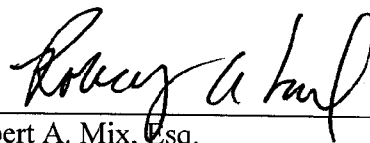
JUDITH A. BROWN,)	
Plaintiff	:	No. 02-1052-CD
)	
vs.	:	
)	
THOMAS R. OCHREITOR and SUSAN M.	:	
OCHREITOR, husband and wife, and)	
ROGER L. DUFFEE,	:	
Defendants)	

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Defendant Roger Duffee's
Motion for Extension of Discovery Deadline and Continuance of Trial was deposited in the
United States mail, postage prepaid, in Bellefonte, Pennsylvania, on the 13th day of
July, 2004 addressed to the following:

Matthew Taladay, Esq.
Hanak Guido & Taladay
498 Jeffers Street
DuBois, PA 15801

Mrs. Judith Gibbons
1552 Treasure Lake
DuBois, PA 15801


Robert A. Mix, Esq.

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

JUDITH A. BROWN,
Plaintiff in Pro Per

vs.

THOMAS R. OCHREITOR and
SUSAN M. OCHREITOR, husband
And wife, and ROGER L. DUFFEE,
Defendants

>
> No. 02 – 1052 – C. D.
>
> Type of Case: CIVIL
>
> Filed on Behalf of : PLAINTIFF Pro Per
>
> JUDITH A. BROWN GIBBONS Plaintiff
> Pro Per
> 1552 Treasure Lake
> DuBois, PA. 15801
> (814) 375-2626
>
>

**MOTION FOR COURT DENIAL OF DEFENDANTS MOTION FOR EXTENSION
OF DISCOVERY DEADLINES AND CONTINUANCE OF TRIAL**

NOW COMES Plaintiff, pro se, Judith Ann Brown respectfully appeals and establishes that:

1. Court Filing of the Writ of Summons for this case is dated 07/03/2002. This writ was filed after initial attempts, beginning in October of the year 2000, to rectify the situation out of court failed to produce a settlement. This 18 month span of unproductive negotiations combined with the current 22 months in the Clearfield Court System brings this civil case to a total of three years four months and still no settlement.

2. At the pre-trial conference held on April 16, 2004 it was agreed that all medical records would be forwarded to the Defendant as soon as available. This was accomplished and handed over to the Defendant's counsel.

3. Counsel for Defendant also stated he would request an independent medical examination to verify medical records and establish causation of plaintiff's medical diagnosis.

FILED

JUL 21 2004
01:50 PM
William A. Shaw
Prothonotary/Clerk of Courts
No Cont-

Since that hearing date of April 16, 2004 there has been no request by the Defendant for an independent medical examination for further discovery. In reviewing past court records and correspondence from the Defendant it appears that there have been numerous circumstances where the Defendant was knowledgeable of medical issues but chose not to request Plaintiff to submit to an independent medical examination. Those dates and papers include:

- a. 07/03/02- The initial filing of summons - (Medical issues stated in Summons)
- b. 10/30/02 - The filing of the Complaint - (Medical issues again stated)
- c. 01/31/03 - The Amended Complaint - (Medical issues stated)
- d. 04/26/03 - Plaintiff's answers to Interrogatories – (Medical issues clearly stated

and physician information given as directed.)

- e. 06/16/03 - Letter from Defendant requesting a possible settlement so as not to incur the expense of depositions and expert witnesses. (**No request for medical exam or further evaluations.**)

- f. 06/27/03- Second set of interrogatories requested by Defendant answered by Plaintiff. (medical issues discussed)

- g. 08/04/03 - Letter from Defendant requesting further discovery included
a Deposition of the Plaintiff only. (No request for medical exam.)
- h. 08/06/03- Defendant Motion To Strike Case From Trial List.
Item 12. – b) - iv. – requesting Plaintiff to submit to an independent
Medical evaluation.(Defendant did not follow
Thru with any notification , set up any time , place
Or name of any examiner.)
- i. 09/26/03 - Plaintiff's Answers to Second Set of Interrogatories –(Defendant
aware of medical claims . All up to date medical records given)
- j. 10/10/03 - Deposition Taken of Plaintiff by Defendant. (Medical issues questioned,
no action taken by defendant as to schedule independent medical exam)
- k. 11/17/03 - Plaintiff correspondence letter to Defendant in effort to settle matter. (medical
issues mentioned again)
- l. 11/20/03 – No response from Defendant as to settlement offer. An Amended Exhibit
from Plaintiff sent to Defendant. (medical issue facts included in discovery)
- m. 12/02/03 - Correspondence letter to Defendant concerning lack of response to settlement
letter Faxed to Defendant dated 11/ 17/ 03 . (medical issues again mentioned)
- n. 12/05/03 - Correspondence letter received from Defendant rejecting
Plaintiff's settlement offer. Defendant Duffee to have meeting with
Erie Ins. Co. claim representative, counsel, Matt Taladay, on
December 10, 2003 to discuss a response. (Letter has no mention
Or request concerning medical issues or need for independent exam.

- o. 12/12/03 - Correspondence received from Defendant as to settlement issues. (No mention of need for medical exam nor was one required .)
- p. 02/04.04 - Correspondence letter from Defendant – (letter has no request for independent medical exam.)
- q. 03/10/04 - Correspondence letter from Defendant – (letter has no request for independent medical exam.)
- r. 03/ 19/04 - DEFENDANT DUFFEE’S REQUEST TO PLAINTIFF (BROWN) GIBBONS TO SUPPLEMENT HER PRIOR DISCOVERY RESPONSES OF APRIL 23,2003 AND SEPTEMBER 26, 2003. (NO REQUEST FOR ANY INDEPENDENT MEDICAL EXAM WAS ISSUED BY THE DEFENDANT.)
- s. 04/07/04 - Correspondence letter from Defendant – (letter has no request for medical exam.)
- t. 04/08/04 - Defendant Duffee’s Pre-Trial Statement.
 - 1. article : VI – Medical Expert Witness :
 - “ Defendant Duffee intends to request that Plaintiff Gibbons submit to an independent medical exam.”
 - Defendant Duffee has yet to request or schedule an Independent medical exam. Three Months have passed.

u. 06/04/04 - Correspondence received from Defendant post Pre - Trial conference. Medical records asked for . (No medical exam requested at this time even though the Defendant's Pre-Trial Statement discusses the issue. - .

v. 07/06/04 - Plaintiff forwarded to Defendant all medical records from January 1, 2004 as discussed at Pre-trial Conference.

4. This Motion from the Defendant Duffee To Extend The Discovery Deadline and Continuance Of Trial To The Winter Term Of Court comes almost one year later after his First Motion to the court to Strike The Case From The Trial List which was filed on August 11, 2003. The court on September 24, 2003 granted the Defendant's Motion based On Defendant Duffee's intention to conduct further discovery. This discovery included :

- a. Taking a deposition of Plaintiff Brown.- (Item Completed - October 10 , 2003)
- b. Acquiring medical documents . - (Item Completed - September 2003 thru July 2004)
- c. Requesting an independent medical exam . -(Item has never been requested ,even though defendant used this issue as an item for delay of trial.)
- d. . Requested home inspection .- (Item has never been requested in the 3 years the home has been available for inspection, even though the defendant used this issue as an item for delay of trial.)
- e. Requesting reports of persons Plaintiff intends to call as medical witness at

trial . - (Expert testimony not anticipated at this time)

5. Concerned with the nature of the medical diagnosis the Plaintiff has sought a second opinion concerning the diagnosis. An independent evaluation was sought at The University of Pittsburgh Medical School Department of Comprehensive Lung Diseases. A consult and evaluation was completed at UPMC Faulk Clinic on June 18, 2004. The reports Will be given to the Defendant on July 23, 2004. This falls well within the time line of the August 15, 2004 deadline for completion of discovery issued at the April 16, 2004 pre-trial Conference. Defendants have had the Plaintiff's medical records since January 28, 2003. Since January 2003 the Plaintiff has provided the defendant with numerous medical discovery pertaining to the issues. The defendant had almost two years to contact medical experts, provide them with the records and complete their discovery. Even with the issuance of the most recent discovery of July 6, 2004 a competent medical physician can easily review the records well within the August 15, 2004 deadline for discovery.

6. Due to the nature of the structural and medical problems associated with the home the Plaintiff has had to seek another residence to live in causing a financial burden. The cost of two homes upkeep, utilities, taxes and with the approaching winter heating costs for an unlivable home .

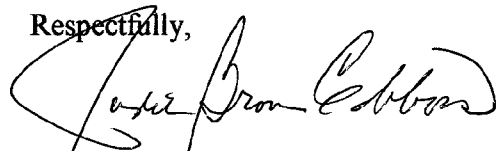
7. There are significant liability issues involved with the home in question which has brought sever burden to the plaintiff. The insurance company that carried the home owners insurance policy suddenly cancelled the coverage in January of this year . Yet no claim was ever filed with the company by the plaintiff. The reason given by the company is that the property

is a physical hazard. The insurance company involved is ERIE Insurance who is the defendants counsel
Since the cancellation of the policy by ERIE Insurance The Plaintiff is unable to acquire any
Insurance coverage by any carrier . A search shows that no carrier not even the State will not provide
coverage. The plaintiff was also denied coverage by Erie Insurance for her present residence.
This is a major issue due to the fact that the structure and property have no liability or fire insurance.

8. An attempted break-in on the property has already occurred. This was reported
and is under investigation by the Sandy Township Police. Therefore the liability concerns for the
Plaintiff are enormous.

WHEREFORE, Plaintiff requests your honorable Court to DENY the Defendant's
Motion to grant an extension of time for discovery and delay Trial to the Winter Term of Court .
This request is founded on the history of the Defendants unwillingness to settle. Further delay would
add to the liability concerns and financial hardship of the Plaintiff. A prior Defendants
Motion To Strike Case from Trial List was honored by the court on 09/24/03 bringing a delay
to the case. Discovery is complete and any outstanding issues can be completed well within the
The Court ordered time line of August 15, 2004. The Defendant has filed a Pre-Trial Statement on April
8, 2004. This case has now been within the Clearfield County Court system for over two years.

Respectfully,



Judith (Brown) Gibbons
Plaintiff, Pro per
1552 Treasure Lake
DuBois, PA. 15801
(814) 375-2626

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

JUDITH A. BROWN,
Plaintiff in Pro Per

vs.

THOMAS R. OCHREITOR and
SUSAN M. OCHREITOR, husband
And wife, and ROGER L. DUFFEE,
Defendants

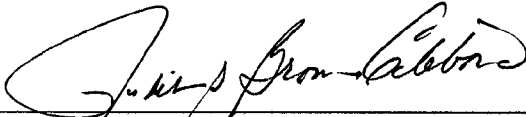
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>
> JUDITH A. BROWN GIBBONS Plaintiff
> Pro Per
> 1552 Treasure Lake
> DuBois, PA. 15801
> (814) 375-2626
>
>

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Plaintiff's ,
Pro per, Judith A. (Brown) Gibbons's Motion For Court Denial of Defendant's Motion
For Extension Of Discovery Deadlines And Continuance Of Trial was deposited in the
United States Mail, postage paid, in DuBois, Pennsylvania, on the 21st day of July, 2004
addressed to the following:

Robert A. Mix, Esq.
Lee, Martin, Green & Reiter, Inc.
115 East High Street
P.O. Box 179
Bellefonte, PA. 16823-0179

Matthew Taladay, Esq.
Hanak Guido & Taladay
409 Jeffers Street
DuBois, PA 15801



Judith A (Brown) Gibbons, Plaintiff, Pro per

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

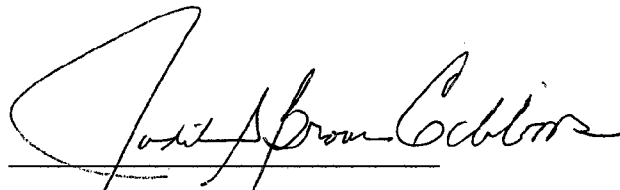
JUDITH A. BROWN,
Plaintiff in Pro Per

vs.

THOMAS R. OCHREITOR and
SUSAN M. OCHREITOR, husband
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> Pro Per
>
> 1552 Treasure Lake
> DuBois, PA. 15801
> (814) 375-2626
>
>

I Judith A. (Brown) Gibbons, Plaintiff , Pro per, swear that the listed and
enclosed documents are true and correct based on the information within
said documents.

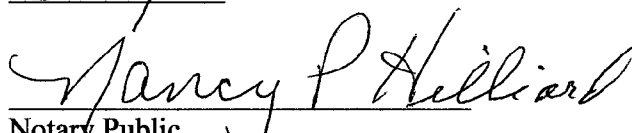
 7-21-04

Judith A. (Brown) Gibbons
Plaintiff, Pro per

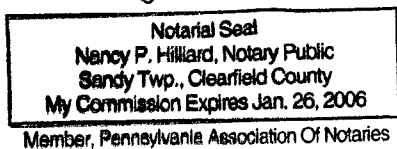
Sworn to and subscribe before

Me this 21st day of

July 2004.



Notary Public



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

JUDITH A. BROWN,
Plaintiff in Pro Per

vs.

THOMAS R. OCHREITOR and
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> 1552 Treasure Lake
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> (814) 375-2626
>
>

PLAINTIFF(BROWN) GIBBONS PRODUCTION OF DOCUMENTS TO SUPPLEMENT
PRIOR DISCOVERY

FILED

JUL 26 2004

019001
William A. Shaw
Prothonotary

INDEX OF ADDITIONAL DISCOVERY EXHIBITS

1. P- 13 ---- Photo of cellulose clogged HVAC vents / filters in home.
2. P.-14---- Photo of cellulose clogged HVAC vents/ filters in home.
3. P- 15,16,17, 18 – Photos of Roof sheathing not meeting the fascia board allowing , moisture, pests, water into roof system.
4. P – 19 thru 60 ---Photos of Plaintiff's Home and Contents.
5. VID – 1 and 2 --- Video tape of home defects amended with new video of cellulose settling on home contents.
6. UPMC – 2 - Plaintiff receipt for second assessments. UPMC Health
7. UPMC - 3 - **Medical records of Plaintiff from second opinion UPMC Dr. Christopher Faber. /6/21/2004**
8. UPMC -4 - Dr. Gary Epler , M.D. “ Bronchiolitis Obliterans Organizing Pneumonia” Archives Of Internal Medicine, Vol. 161 (2) January 22, 2001.
9. UPMC – 5 - BOOP : Dr. Ali Nawaz Khan M.D. //www.emedicine.com/radio/topic117.htm
10. UPMC – 6 - SENSOR Occupational Lung Disease Bulletin. Massachusetts Dept. of Health, Bulletin – January 2003.
11. 22 / 16 - Page. 4 . of “ INSULATION INDUSTRY’S DIRTY LITTLE SECRET” <http://hem.dis.anl.gov/eehem/00/001112.html>
12. L-1 - Federal Law – Labeling and Advertising of Home Insulation 16CFR460.

13. L-2 - Definition of Expert Witness : www.lectlaw.com/def/e066.htm
14. L-3 - Definition of Expert Witness: US legalforms .com
15. L-4 - Exhibit of Results for search for " Expert Witness "
Google.com
16. L-5 - Exhibit of Result for search for " Expert Witness "
www.rnexperts.com/expertinfo.html
17. 21 / 27 - Professional Roofing Publication – " Uncovering Mold"
www.professionalroofing.net/article.aspx?a-id=129
18. 21 / 28 - Enviro- Cure Services - " Case Study"
www.aenvirocure.com/DB-DATA/cs/ecs_data/ECS000026.
19. 21 / 29 - Restoration Enviromental Contractors –" Removal
from surfaces and associated materials." By Nadine M. Post
www.enviromentalhazards.com
21. 21 / 30 - Robertson & Vick – " Microbiological Contamination Litigation
A/k/a " The Mold Monster" Mealey Publications Nov. 24, 1999
22. 21 / 31 - Robertson & Vick - " Toxic Mold Litigation The Asbestos Of
The New Millennium" Mealey Publications August 2001
23. 21/ 32 - Robertson & Vick - Articles, Publications,links
www.rvclaw.com/ale/default.asp?catid=75
24. 21 / 33 - Robertson & Vick – " As Toxic Mold Suits Grow, Insurers Go
October 25, 2002 www.rvclaw.com/lawcom10-25-02p.asp
25. 21 / 34 - Robertson & Vick - " A Rash of Court Illnesses"
June 7, 2001 San Francisco Journal , by Donna Domino

26. 21 / 35 - Robertson & Vick – “ How Safe Are Our Courthouses? Mold Contamination Case Study” Mealey Publications Nov. 2000.
27. 21/ 36 - Robertson & Vick - Mold Articles by Alexander Robertson Esq.
www.rvclaw.com/mold.asp
28. 21 / 37 - Robertson & Vick - “ Mold in Buildings Creates New Frontier in construction Defect Litigation, DEFINITION of POLLUTION “
Nov. 20, 2004. by Catherine Tapia and Constance Parten
29. 21 / 38 - “ Anatomy Of A Sickness” , Envirocure
www.aenvirocure.com
30. 21/ 39 - HPAC ENGINEERING ; Indoor Mold Growth , Health Hazards and Remediation, By W. J. Kowalski, MS, PE PENN STATE UNIVERSITY DEPT. OF ARCHITECTURAL ENGINEERING
www.hpac.com/member/archive/0009data.htm
31. 21 / 40 - “MOLD : CAUSES, HEALTH EFFECTS and CLEAN-UP “
by: Joseph Lstiburek, Ph,D, P.Eng., Nathan Yost, MD;& Terry Brennan, MS Building Science Corp. 2002.
32. 21 / 41 - “ Is Mold A Health Risk “ ; 2001 RAdata Site.
www.radata.com/mold/health.html
33. 21 / 42 - “ Indoor Air Facts No. 4 (revised) : Sick Building Syndrome
US EPA April 1991 www.epa.gov/iaq/pubs/sbs.html
34. 21 / 43 - “ Mold and Mildew: A Creeping Catastrophe : CLAIMS MAGAZINE ; by Everett L Herndon & Chin S. Yang
The National Underwriter Co. 2000. www.claimsmag.com

35. CX – 6. - The Green Thumb – Paper Chase: By J. M. Syken
[www.wconline.com/CDA/ArticleInformation/features/
BNP_Features_Item//0,3299,108152,00html](http://www.wconline.com/CDA/ArticleInformation/features/BNP_Features_Item//0,3299,108152,00html)
36. CX – 7. - “ Tumorigenicity Of Cellulose Fibers Injected Into The Rat
Peritoneal Cavity” Cullin, Miller, Clark, Davis. Inhalation
Toxicology; Taylor & Francis Health Sciences, Vol . 14
Number 7/ july 01,2002.
37. CX – 8 - RYAN HOMES : DEFECTS and DAMAGES;
www.Keepernsol.com
38. CX - 9 - CNY HOME BUILDER AGREES TO FIX SHODDY WORK:
New York State Attorney General. Eliot Spitzer Press Release
October 7, 2002.
39. CX – 10 - Fiber Glass vs. Cellulose Insulation : Facts You Should Know.
www.owenscorning.com
40. CX - 12 - Vermont Fire 1 - Vermont Healthcare Engineer’s
Recent Fires : Lessons Learned. www.vtfire1.com/news.htm
41. CX – 13 - FLAME RETARDENTS UNDER FIRE ; Enviromental
Building News June 2004; BuildingGreen.com
42. CX - 14. -- HOUSE FIRE BLOCKS ROAD ;
www.Fortsaskinfo.com
43. CX 15. - “ CELLULOSE INSULATION LIKELY CONTRIBUTED TO
MAJOR FIRE ” by David DaSilva & Martin van den Hemel
Richmond Review; [www.yourlibrary.ca/community/
Richmondreview/archive/RR19960424/Newssum.html](http://www.yourlibrary.ca/community/Richmondreview/archive/RR19960424/Newssum.html)

44. CX - 16 - VERMIN RESISTANCE INSULATION ; FOAMGLAS

45. CX - 17 - Fire & Arson Investigations Forum: 06-19-04

www.forumworld.com/arson-investigations/read.php?i=12813&t=12801.

46. CX - 18 - CPSC Proposes New Labels for Cellulose Insulation,
FindLaw.com

47. CX - 20- The Burning Question: the truth about cellulose insulation
& fire ; www.cellulose.org

48 CX - 21 - THE FACTS ABOUT INSULATIONAND AIR INFILTRATION
INFORMATION FROM NAIMA ; www.naima.org

49 CX - 22 - THE REAL STORY BEHIND THE COLORADO STUDY
www.certainteed.com

50 CX - 23 - CIMA _ Technical Bulletin # 3 ; Standard Practice for the
Installation of Sprayed Cellulosic Wall Cavity Insulation.
CIMA 136 S. Keowee Street, Dayton Ohio 45402

51. CX - 24 - RECESSED LIGHTS BE CAREFUL ; REGAL
INSULATION INDUSTRIES, INC. www.regalind.com

52. CX - 25 - Consumer Product Safety Commision : Federal Register/
Vol. 65, No. 158/ Tuesday, August 15, 2000/ Notices

53. CX - 27 - Symptoms of AFLATOXIN MYCOTOXIN EXPOSURE

Bibliography compiled by Deborah Cazden, July 9, 2001

Please file on
Record
Joseph Ben Cedeno
Plaintiff Pro. Se

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

JUDITH A. BROWN,
Plaintiff in Pro Per

vs.

THOMAS R. OCHREITOR and
SUSAN M. OCHREITOR, husband
And wife, and ROGER L. DUFFEE,
Defendants

>
> No. 02 – 1052 – C. D.
>
> Type of Case: CIVIL
>
> Filed on Behalf of : PLAINTIFF Pro Per
>
> JUDITH A. BROWN GIBBONS Plaintiff
> Pro Per
> 1552 Treasure Lake
> DuBois, PA. 15801
> (814) 375-2626
>
>

CERTIFICATE OF SERVICE

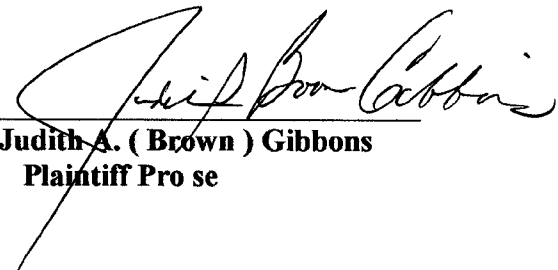
I certify that on the 26 day of July, 2004, a true and
Correct copy of Plaintiff's Additional Documents Of Discovery was mailed

To the following counsel of record by United States first class mail,
postage prepaid:

Robert A. Mix, Esq.
Lee, Martin, Green & Reiter, Inc.
115 East High Street
P.O. Box 179
Bellefonte, PA. 16823

Judith A. (Brown) Gibbons
Plaintiff Pro Se
1552 Treasure Lake
DuBois, PA. 15801

Matthew B. Taladay, Esq.
Hanak, Guido, Taladay
498 Jeffers Street
DuBois, PA. 15801


Judith A. (Brown) Gibbons
Plaintiff Pro se

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

JUDITH A. BROWN,
Plaintiff in Pro Per

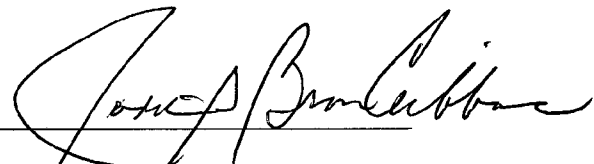
vs.

THOMAS R. OCHREITOR and
SUSAN M. OCHREITOR, husband
And wife, and ROGER L. DUFFEE,
Defendants

>
> No. 02 – 1052 – C. D.
>
> Type of Case: CIVIL
>
> Filed on Behalf of : PLAINTIFF Pro Per
>
> JUDITH A. BROWN GIBBONS Plaintiff
> Pro Per
> 1552 Treasure Lake
> DuBois, PA. 15801
> (814) 375-2626
>
>


I Judith A.(Brown) Gibbons , Plaintiff Pro per, swear that the listed documents of

Discovery are true and correct based on the information within said documents.



Judith A. (Brown) Gibbons
Plaintiff, Pro per

Sworn to and subscribe before
Me this 26th day of July 2004.



Notary Public RECORDER OF DEEDS

MY COMMISSION EXPIRES
FIRST MONDAY IN JANUARY 2008

CA

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

JUDITH A. BROWN,
Plaintiff in Pro Per

vs.

THOMAS R. OCHREITOR and
SUSAN M. OCHREITOR, husband
And wife, and ROGER L. DUFFEE,
Defendants

>
> No. 02 – 1052 – C. D.
>
> Type of Case: CIVIL
>
> Filed on Behalf of : PLAINTIFF Pro Per
>
> JUDITH A. BROWN GIBBONS Plaintiff
> Pro Per
> 1552 Treasure Lake
> DuBois, PA. 15801
> (814) 375-2626
>
>

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Plaintiff's

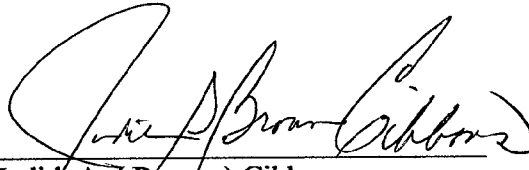
Pre-Trial Memorandum was deposited in the United States Mail, postage prepaid,

In DuBois, Pennsylvania, on the 6th day of August 2004 addressed to the following:

Robert A. Mix Esq.
Lee, Green & Reiter, Inc.
115 East High Street
P.O. Box 179
Bellefonte, PA. 16823-0179

Matthew Taladay, Esq.
Hanak Guido & Taladay
498 Jeffers Street
P.O. Box 498
DuBois, PA. 15801

FILED
013:10/01
AUG 06 2004
William A. Shaw
Prothonotary/Clerk of Courts


Judith A. (Brown) Gibbons,
Plaintiff Pro per

CA

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

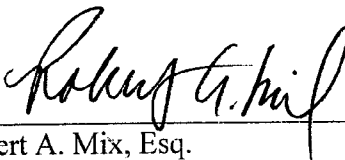
JUDITH A. BROWN,)
Plaintiff : No. 02-1052-CD
vs. :
THOMAS R. OCHREITOR and SUSAN M. :
OCHREITOR, husband and wife, and :
ROGER L. DUFFEE, :
Defendants)

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Defendant Roger Duffee's
Pre-Trial Statement was deposited in the United States mail, postage prepaid, in Bellefonte,
Pennsylvania, on the 16th day of August, 2004 addressed to the following:

Matthew Taladay, Esq.
Hanak Guido & Taladay
498 Jeffers Street
DuBois, PA 15801

Mrs. Judith Gibbons
1552 Treasure Lake
DuBois, PA 15801


Robert A. Mix, Esq.

FILED NO
012:5361 CC
AUG 09 2004
EAB
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

JUDITH A. BROWN

:

-VS-

: No. 02-1052-CD

THOMAS R. OCHREITOR, et al. :

O R D E R

NOW, this 26th day of July, 2004, following argument on the Defendants' Motion for Extension of Discovery Deadline and Continuance of Trial to the November Term of Court, as well as the Court having reviewed the Plaintiff's Motion in response thereto filed on July 21, 2004, it is the ORDER of this Court that the request for continuance of trial to the November Term of Court be and is hereby denied. The request for extension of Discovery deadline is granted. Discovery may continue until September 10, 2004.

BY THE COURT,



President Judge

FILED

AUG 12 2004

William A. Shaw
Prothonotary/Clerk of Courts

FILED

(E-114)

1cc Piff

- 1553 Treasure Lake

LeBois, PA 15801

8/10:08 PM

AUG 12 2004

1cc Atty Taladay

William A. Shaw

1cc Atty Mix

Prothonotary/Clerk of Courts

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

JUDITH A. BROWN,
Plaintiff in Pro Per

vs.

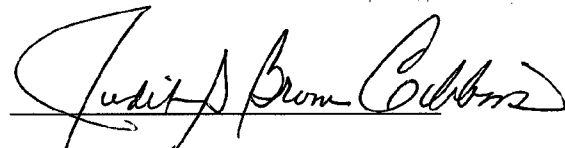
THOMAS R. OCHREITOR and
SUSAN M. OCHREITOR, husband
And wife, and ROGER L. DUFFEE,
Defendants

>
> No. 02 – 1052 – C. D.
>
> Type of Case: CIVIL
>
> Filed on Behalf of : PLAINTIFF Pro Per
>
> JUDITH A. BROWN GIBBONS Plaintiff
> Pro Per
> 1552 Treasure Lake
> DuBois, PA. 15801
> (814) 375-2626
>
>

EGH
FILED *NO CC*
0110:07/BN
AUG 13 2004

I Judith A. (Brown) Gibbons, Plaintiff , Pro per, swear that the listed and
enclosed documents are true and correct based on the information within
said documents.

William A. Shaw
Prothonotary/Clerk of Courts




Judith A. (Brown) Gibbons
Plaintiff, Pro per

Sworn to and subscribe before

Me this 13th day of

August 2004.


Notary Public

RECORDER OF DEEDS

MY COMMISSION EXPIRES
FIRST MONDAY IN JANUARY 2008

Judith A. (Brown) Gibbons
1552 Treasure Lake
DuBois, PA. 15801
(8140 375-2626

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

August 13, 2004

Re : Judith A. Brown v. Thomas R. Ochreitor, et ux., et al.
No. 02-1052- CD

Dear Mr. Shaw:

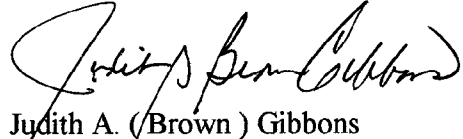
Enclosed are the following for filing:

1. Index of Discovery Documents
2. A Certificate of Service.

If you have any questions regarding these documents, please give me a call.

Thank -you.

Respectfully yours,



Judith A. (Brown) Gibbons
Plaintiff, Pro se

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

JUDITH A. BROWN,
Plaintiff in Pro Per

vs.

THOMAS R. OCHREITOR and
SUSAN M. OCHREITOR, husband
And wife, and ROGER L. DUFFEE,
Defendants

>
> No. 02 - 1052 - C. D.
>
> Type of Case: CIVIL
>
> Filed on Behalf of : PLAINTIFF Pro Per
>
> JUDITH A. BROWN GIBBONS Plaintiff
> Pro Per
> 1552 Treasure Lake
> DuBois, PA. 15801
> (814) 375-2626
>
>

CERTIFICATE OF SERVICE

I certify that on the 13th day of August, 2004, a true and
Correct copy of Plaintiff's Additional Documents Of Discovery was mailed
To the following counsel of record by United States first class mail,
postage prepaid:

Robert A. Mix, Esq.
Lee, Martin, Green & Reiter, Inc.
115 East High Street
P.O. Box 179
Bellefonte, PA. 16823

Matthew B. Taladay, Esq.
Hanak, Guido, Taladay
498 Jeffers Street
DuBois, PA. 15801

Judith A. (Brown) Gibbons
Plaintiff Pro Se
1552 Treasure Lake
DuBois, PA. 15801


Judith A. (Brown) Gibbons
Plaintiff Pro se

Documents
WERE
Physically
Delivered
to
Robert Mix
Rep. for
Mat Taladay
for

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

JUDITH A. BROWN,
Plaintiff in Pro Per

vs.

THOMAS R. OCHREITOR and
SUSAN M. OCHREITOR, husband
And wife, and ROGER L. DUFFEE,
Defendants

>
> No. 02 – 1052 – C. D.
>
> Type of Case: CIVIL
>
> Filed on Behalf of : PLAINTIFF Pro Per
>
> JUDITH A. BROWN GIBBONS Plaintiff
> Pro Per
> 1552 Treasure Lake
> DuBois, PA. 15801
> (814) 375-2626
>
>

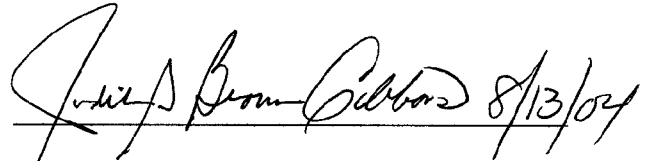
PLAINTIFF (BROWN) GIBBONS PRODUCTION OF DOCUMENTS TO

SUPPLEMENT PRIOR DISCOVERY

INDEX OF ADDITIONAL DISCOVERY EXHIBITS

- 1.) H-1 - “ Proper Installation of APA Rated Sheathing For Roof Applications”.
1999, APA – The Engineered Wood Association
- 2.) H- 2 - Roof Framing pg. 182, 183 – 185. “ Residential Framing A Homebuilder’s
Construction Guide”. Sterling Publishing Co. Inc. NY
- 3.) H- 3- Sheathing installation , pg. 1-2 , Integrated Publishing, www.tpub.com/
- 4.) H-4 - Roofing pg. 246. “ Visual Handbook of Building And Remodeling, Professional
Edition” Charlie Wing. 1998 Rodale Press.
- 5.) H- 5- Roof Sheathing Pg. 136., “ House Framing” by John D. Wagner. 1998
Creative Homeowner, Upper saddle River, NJ

- 6.) H-6- " Animal Damage Management", Dept. of Entomology, Purdue University
Pg. 1-4 , Revised 5/2003
7. ITEMS - 100 – 136 – Receipts for home
8. ITEM - 137 - E-TRADE Financial Statement – Form 1099-R , 2003.



Judith A. (Brown) Gibbons
Plaintiff Pro per

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

JUDITH A. BROWN,
Plaintiff

vs.

THOMAS R. OCHREITOR and
SUSAN M. OCHREITOR, husband
and wife, and
ROGER L. DUFFEE,
Defendants

NO. 2002-1052-C.D.

FILED

AUG 13 2004

William A. Shaw
Prothonotary/Clerk of Courts

ORDER

NOW, this 13th day of August, 2004, following Pre-Trial Conference with Plaintiff and counsel for the Defendants as set forth above, it is the ORDER of this Court as follows:

1. Jury Selection will be held on August 26, 2004 commencing at 10:00 a.m. in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

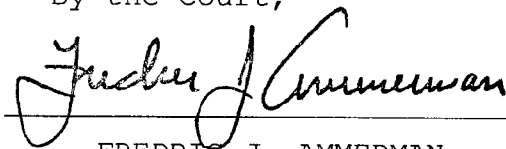
2. Jury Trial is hereby scheduled for three days, December 15, 2004, December 16, 2004 and December 17, 2004 commencing at 9:00 a.m. each day in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

3. All depositions which are to be used for trial presentation purposes shall be completed by absolutely no later than ninety (90) days prior to the commencement of trial or the same will not be available for use at trial. A copy of the transcript of any such deposition(s) shall be provided to opposing counsel within no more than fifteen (15) days following completion of the deposition(s).

4. Any party making objections relative the testimony to be provided by any witness in the form of a deposition at the time of Trial shall submit said objections to the Court, in writing, no later than thirty (30) days prior to the commencement of Trial. All objections shall reference specific page and line numbers within the deposition(s) in question along with that party's brief relative same. The opposing party shall submit its brief in opposition to said objections no later than fifteen (15) days prior to the commencement of Trial.

5. Any party filing any Motion or Petition regarding limitation or exclusion of evidence or testimony to be presented at time of trial, including but not limited to Motions in Limine, shall file the same no more than thirty (30) days prior to the trial date. The party's Petition or Motion shall be accompanied by an appropriate brief. The responding party thereto shall file its Answer and submit appropriate response brief no later than fifteen (15) days prior to trial.

By the Court,

A handwritten signature in cursive script, reading "Fredric J. Ammerman", written over a horizontal line.

FREDRIC J. AMMERMAN
President Judge

FILED

014:00/01
AUG 13 2004
C/S

William A. Shaw
Prothonotary/Clerk of Courts

- 2 certified copies to Plaintiff - 1552 Treasure Lake, DuBois, PA 15801
- 2 certified copies to Matthew B. Taladay, Esquire
- 1 copy to President Judge Ammerman
- 1 copy to Court Administrator

1 copy faxed to Atty Mix 8/24/04

Judith A. (Brown) Gibbons
1552 Treasure Lake
DuBois, PA. 15801
(814) 375-2626

EC-80
FILED *NO*
MT 11:52 AM
AUG 17 2004

William A. Shaw
Prothonotary/Clerk of Courts

Robert A. Mix Esq.
Lee, Martin, Green & Reiter, Inc.
115 East High Street
Bellefonte, PA. 16823-0179

August 13, 2004

RE : Judith A. Brown v. Ochreitor, Duffee et ,al
NO : 02-1052-CD

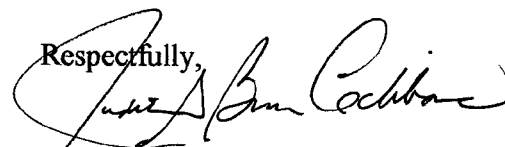
Dear Mr. Mix,

Enclosed is a formal request for the Production of All Documents to the Plaintiff pro se that are in your possession or subject to your control with regard to the above listed civil case. I would appreciate if you would forward all warranties, insurance claims, discovery reports and documents involved at this time and up to the September 15, 2004 discovery deadline.

As for future discussions I will let you know promptly when I have acquired an attorney for the purpose of expert witnesses and trial preparation.

Thank-you.

Respectfully,


Judith A. (Brown) Gibbons
Plaintiff pro se

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

JUDITH A. BROWN,
Plaintiff in Pro Per

vs.

THOMAS R. OCHREITOR and
SUSAN M. OCHREITOR, husband
And wife, and ROGER L. DUFFEE,
Defendants

>
> No. 02 - 1052 - C. D.
>
> Type of Case: CIVIL
>
> Filed on Behalf of : PLAINTIFF Pro Per
>
> JUDITH A. BROWN GIBBONS Plaintiff
> Pro Per
>
> 1552 Treasure Lake
> DuBois, PA. 15801
> (814) 375-2626
>
>

CERTIFICATE OF SERVICE

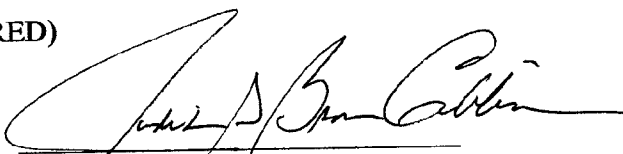
I certify that on the 13th day of August 2004, a

Request for Production of Documents of Discovery was mailed or hand delivered

To the following counsel of record by the United States first class mail postage paid.

Robert A. Mix, Esq (HAND DELIVERED)
Lee, Green Reiter, Inc.
115 East High Street
P.O. Box 179
Bellefonte, PA. 16823

Matthew B. Taladay
Hanak, Guido, Taladay (MAILED)
498 Jeffers Street
DuBois, PA. 15801


Judith A. Brown Gibbons
Plaintiff Pro per

CA

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

JUDITH A. BROWN,
Plaintiff in Pro Per

vs.

THOMAS R. OCHREITOR and
SUSAN M. OCHREITOR, husband
And wife, and ROGER L. DUFFEE,
Defendants

>
> No. 02 – 1052 – C. D.
>
> Type of Case: CIVIL
>
> Filed on Behalf of : PLAINTIFF Pro Per
>
> JUDITH A. BROWN GIBBONS Plaintiff
> Pro Per
> 1552 Treasure Lake
> DuBois, PA. 15801
> (814) 375-2626
>
>

FILED
m/a-26/04
AUG 25 2004
William A. Shaw
Prothonotary/Clerk of Courts

**MOTION FOR EXTENSION OF DISCOVERY DEADLINE AND
CONTINUANCE OF TRIAL TO THE WINTER TERM OF COURT**

NOW COMES Plaintiff, pro se, Judith A. (Brown) Gibbons respectfully appeals
and establishes that :

1. At a Pre-Trial Conference held on August 13, 2004 with counsel for both
parties present Your Honor strongly urged that the Plaintiff seek the assistance of
a licensed attorney to ensure that all aspects of the claim and or evidence shall be within
the courts rules and handled appropriately at time of trial. This, as your honor
proposed, would ensure a proper forum with little difficulties at trial.

2. The Plaintiff has endorsed this recommendation and has since vigorously
sought to obtain counsel. The major issue of time constraint has been echoed by each
and every attorney approached as a factor in their unwillingness to accept this case.

The attorneys have stated that if an extension of discovery and continuance is granted they then will have the ability to proceed and work with the court for proper evidence presentation, taking of depositions, making objections and testimony. If the request is denied then the plaintiff cannot be properly represented in the courts. The time allotted for the presentation of depositions 90 days prior to the scheduled trial cannot be met along with other newly surfaced issues in which a continuance is necessary.

Those include :

- a. The Defendant has not received the microbiological or remediating reports from the companies involved. Therefore this gives only a 15 day window to review , forward to the Plaintiff , and schedule depositions if necessary.
- b. The Defendants personal Attorney has been on Vacation for past week and is not returning for another week to address the issues involved with his client.
- c. The Plaintiff has now hired a Professional Engineer whom has done inspection on the property involved on August 24, 2004 with a report to follow as evidence. This then needs to be forwarded to the Defendant.
- d. The Plaintiff's IME has been rescheduled by the doctor and will now not take place until September 30, 2004 . Since the IME is now including extensive xrays requested by the Defendant's attorney the results will take time and the window for depositions will almost be closed.

3. A request for continuance is also sought due to the fact that a request for production of all discovery items from the Defendant to the Plaintiff has not been forthcoming.

Judith A. (Brown) Gibbons
1552 Treasure Lake
DuBois, PA. 15801
(8140 375-2626

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

August 24, 2004

Re : Judith A. Brown v. Thomas R. Ochreitor, et ux., et al.
No. 02-1052- CD

Dear Mr. Shaw:

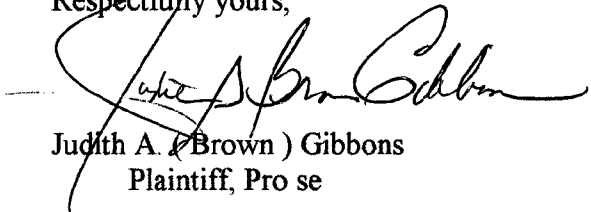
Enclosed are the following for filing:

1. Motion by Plaintiff for Extension of Discovery and Continuance of Trial
to The Winter Term Of Court.
2. A Certificate of Service.
3. Scheduling Order

If you have any questions regarding these documents, please give me a call.

Thank --you.

Respectfully yours,



Judith A. (Brown) Gibbons
Plaintiff, Pro se

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

JUDITH A. BROWN,
Plaintiff in Pro Per

vs.

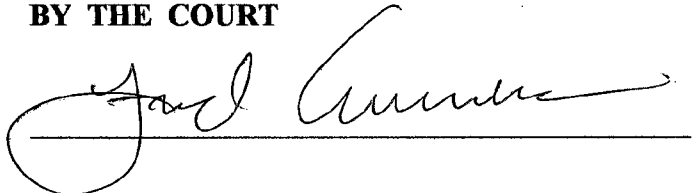
THOMAS R. OCHREITOR and
SUSAN M. OCHREITOR, husband
And wife, and ROGER L. DUFFEE,
Defendants

>
> No. 02 – 1052 – C. D.
>
> Type of Case: CIVIL
>
> Filed on Behalf of : PLAINTIFF Pro Per
>
> JUDITH A. BROWN GIBBONS Plaintiff
> Pro Per
>
> 1552 Treasure Lake
> DuBois, PA. 15801
> (814) 375-2626
>
>

ORDER

AND NOW, this 24 day of August, 2004, upon consideration
of the within Plaintiff Judith A. (Brown) Gibbons's Motion For Extension of Discovery
and Continuance of Trial, argument is set for the 26 day of August, 2004,
at 9:00 o'clock am/pm, in Courtroom no. 1 of
the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT



FILED

AUG 25 2004

William A. Shaw
Prothonotary/Clerk of Courts

I called
Judy Oke
8-25-04 9:30 PM

FILED ^{cc}
8/23/04 Piff
AUG 25 2004
gax

William A. Shaw
Prothonotary/Clerk of Courts

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

JUDITH A. BROWN,
Plaintiff in Pro Per

vs.

THOMAS R. OCHREITOR and
SUSAN M. OCHREITOR, husband
And wife, and ROGER L. DUFFEE,
Defendants

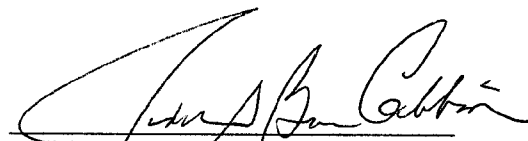
>
> No. 02 – 1052 – C. D.
>
> Type of Case: CIVIL
>
> Filed on Behalf of : PLAINTIFF Pro Per
>
> JUDITH A. BROWN GIBBONS Plaintiff
> Pro Per
> 1552 Treasure Lake
> DuBois, PA. 15801
> (814) 375-2626
>
>

CERTIFICATE OF SERVICE

I certify that on the 24th day of August 2004, a true and
correct copy of Plaintiff Judith A. (Brown) Gibbons Motion For Extension of Discovery
Deadline and Continuance of Trial was deposited in the United States mail, postage prepaid,
In DuBois, Pennsylvania to the following counsel of record.

Robert A. Mix , Esq
Lee, Green Reiter, Inc.
115 East High Street
P.O. Box 179
Bellefonte, PA. 16823

Matthew B. Taladay
Hanak, Guido, Taladay
498 Jeffers Street
DuBois, PA. 15801


Judith A. Brown Gibbons
Plaintiff Pro per

Judith A. (Brown) Gibbons
1552 Treasure Lake
DuBois, PA. 15801
814-375-2626

Honorable Fredric J. Ammerman
Judge's Chambers
Clearfield County Courthouse
230 East Market Street
Clearfield, PA. 16830

August 24, 2004


RE: Judith A. Brown v. Thomas R. Ochreiter, Roger Duffee, et al.
No. 02-1052-CD

Your Honorable Judge,

Please accept this Motion for Continuance of Trial in this Civil Case.

I understand that this is of late, however, if I am to retain an attorney I can only do so
If a Continuance is granted. I have religiously sought counsel on your recommendation
unfortunately it seems that every attorney states that he is either unable or those that
could take my case will not go any further unless the trial date is pushed back to
the winter term of court. I have discussed this with the Defendant's Attorney, Mr. Mix
and he is to get back to me later this day. I see your concern for an orderly and proper
trial and I am willing to do what I must to accomplish that goal for your court.
Therefore please review this plea so that I can obtain counsel and attain that goal.

Respectfully,



Judith A. (Brown) Gibbons

CA

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

JUDITH A. BROWN,
Plaintiff in Pro Per

vs.

THOMAS R. OCHREITOR and
SUSAN M. OCHREITOR, husband
And wife, and ROGER L. DUFFEE,
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> No. 02 – 1052 – C. D.
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>
> JUDITH A. BROWN GIBBONS Plaintiff
> Pro Per
> 1552 Treasure Lake
> DuBois, PA. 15801
> (814) 375-2626
>
>

FILED

AUG 25 2004
9/12/10
William A. Shaw
Prothonotary/Clerk of Courts
NO CERT COPIES

**MOTION FOR EXTENSION OF DISCOVERY DEADLINE AND
CONTINUANCE OF TRIAL TO THE WINTER TERM OF COURT**

NOW COMES Plaintiff, pro se, Judith A. (Brown) Gibbons respectfully appeals
and establishes that :

1. At a Pre-Trial Conference held on August 13, 2004 with counsel for both
parties present Your Honor strongly urged that the Plaintiff seek the assistance of
a licensed attorney to ensure that all aspects of the claim and or evidence shall be within
the courts rules and handled appropriately at time of trial. This, as your honor
proposed, would ensure a proper forum with little difficulties at trial.

2. The Plaintiff has endorsed this recommendation and has since vigorously
sought to obtain counsel. The major issue of time constraint has been echoed by each
and every attorney approached as a factor in their unwillingness to accept this case.

The attorneys have stated that if an extension of discovery and continuance is granted they then will have the ability to proceed and work with the court for proper evidence presentation, taking of depositions, making objections and testimony. If the request is denied then the plaintiff cannot be properly represented in the courts. The time allotted for the presentation of depositions 90 days prior to the scheduled trial cannot be met along with other newly surfaced issues in which a continuance is necessary.

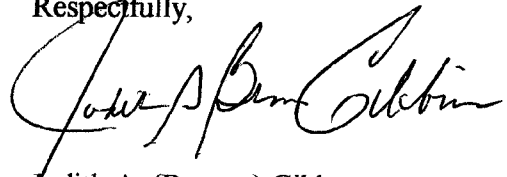
Those include :

- a. The Defendant has not received the microbiological or remediating reports from the companies involved. Therefore this gives only a 15 day window to review , forward to the Plaintiff , and schedule depositions if necessary.
- b. The Defendants personal Attorney has been on Vacation for past week and is not returning for another week to address the issues involved with his client.
- c. The Plaintiff has now hired a Professional Engineer whom has done inspection on the property involved on August 24, 2004 with a report to follow as evidence. This then needs to be forwarded to the Defendant.
- d. The Plaintiff's IME has been rescheduled by the doctor and will now not take place until September 30, 2004 . Since the IME is now including extensive xrays requested by the Defendant's attorney the results will take time and the window for depositions will almost be closed.

3. A request for continuance is also sought due to the fact that a request for production of all discovery items from the Defendant to the Plaintiff has not been forthcoming.

WHEREFORE, Plaintiff requests your honorable Court to grant a Continuance
Of this Trial to the Winter term of Court so as the Plaintiff can be properly represented
by counsel ,complete the discovery and have proper evidence presentation.
This thereby will insure that Your Honors recommendations would be fulfilled and
the court proceed in an orderly fashion with less likelihood of a problematic trial .

Respectfully,

A handwritten signature in black ink, appearing to read "Judith A. (Brown) Gibbons". The signature is fluid and cursive, with the first name "Judith" being the most prominent.

Judith A. (Brown) Gibbons
Plaintiff
1552 Treasure Lake
DuBois, PA. 15801

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

JUDITH A. BROWN,
Plaintiff in Pro Per

vs.

THOMAS R. OCHREITOR and
SUSAN M. OCHREITOR, husband
And wife, and ROGER L. DUFFEE,
Defendants

>
> No. 02 – 1052 – C. D.
>
> Type of Case: CIVIL
>
> Filed on Behalf of : PLAINTIFF Pro Per
>
> JUDITH A. BROWN GIBBONS Plaintiff
> Pro Per
> 1552 Treasure Lake
> DuBois, PA. 15801
> (814) 375-2626
>
>

ORDER

AND NOW, this 24th day of August, 2004, upon consideration
of the within Plaintiff Judith A. (Brown) Gibbons's Motion For Extension of Discovery
and Continuance of Trial, argument is set for the 26 day of August, 2004,
at 4:00 o'clock am/~~pm~~., in Courtroom no. 1 of
the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT

Frederick J. Kummerman

FILED

AUG 26 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

JUDITH A. BROWN,
Plaintiff in Pro Per

vs.

THOMAS R. OCHREITOR and
SUSAN M. OCHREITOR, husband
And wife, and ROGER L. DUFFEE,
Defendants

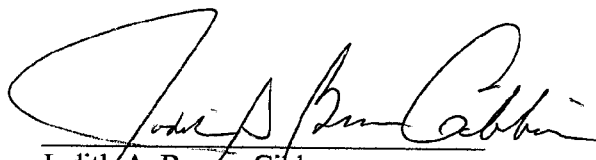
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> No. 02 - 1052 - C. D.
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> Type of Case: CIVIL
>
> Filed on Behalf of : PLAINTIFF Pro Per
>
> JUDITH A. BROWN GIBBONS Plaintiff
> Pro Per
> 1552 Treasure Lake
> DuBois, PA. 15801
> (814) 375-2626
>
>

CERTIFICATE OF SERVICE

I certify that on the 24th day of August 2004, a true and
correct copy of Plaintiff Judith A. (Brown) Gibbons Motion For Extension of Discovery
Deadline and Continuance of Trial was deposited in the United States mail, postage prepaid,
In DuBois, Pennsylvania to the following counsel of record.

Robert A. Mix , Esq
Lee, Green Reiter, Inc.
115 East High Street
P.O. Box 179
Bellefonte, PA. 16823

Matthew B. Taladay
Hanak, Guido, Taladay
498 Jeffers Street
DuBois, PA. 15801


Judith A. Brown Gibbons
Plaintiff Pro per

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

JUDITH A. BROWN

:

VS.

: NO. 02-1052-CD

THOMAS R. OCHREITOR and SUSAN M.:

OCHREITOR, husband and wife, and:

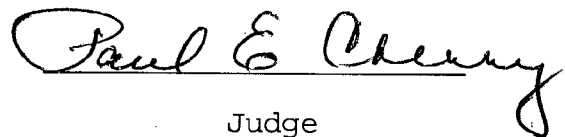
ROGER L. DUFFEE

:

O R D E R

NOW, this 26th day of August, 2004, this being the date set for jury selection; Plaintiff, proceeding pro se, having filed a Motion for an Extension of Discovery and for Continuance through the winter term; counsel for the Defendants having no objection to the same, it is the ORDER of this Court that the Motion for Continuance be and is hereby granted. The Court Administrator shall cause the matter to be listed for jury trial for the next available Term of Court. Previously established discovery deadlines as set forth in the Court's pretrial or other Orders are rescinded.

BY THE COURT:



Judge

FILED

AUG 27 2004

William A. Shaw
Prothonotary/Clerk of Courts

FILED

clerk

100 Atty Nix

3:54 PM
AUG 27 2004

100 Atty Toladay

100 Piff

William A. Shaw
Prothonotary/Clerk of Courts

1553 Treasure Lake, DuBois, PA 15801
copying CIA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

JUDITH A. BROWN,

Plaintiff,

vs.

THOMAS R. OCHREITOR and SUSAN
M. OCHREITOR, husband and wife, and
ROGER L. DUFFEE,

Defendants.

CIVIL ACTION

No.: 02-1052- C.D.

PRAECIPE FOR APPEARANCE

Filed on behalf of Plaintiff:
JUDITH A. BROWN

Counsel of Record for this Party:

VICTOR H. PRIBANIC
PA I.D. No.: 30785

SHERIE LYNN PAINTER
PA I.D. No.: 92820

PRIBANIC & PRIBANIC, L.L.C.
1735 Lincoln Way
White Oak, PA 15131

412-672-5444 SLP

FILED

DEC 16 2004

William A. Shaw

Prothonotary/Clerk of Courts

2 sent to Atty

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

JUDITH A. BROWN,

Plaintiff,

vs.

THOMAS R. OCHREITOR and SUSAN
M. OCHREITOR, husband and wife, and
ROGER L. DUFFEE,

Defendants.

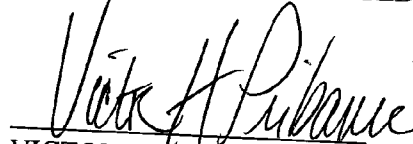
] CIVIL ACTION
]
] No.: 02-1052- C.D.
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PRAECIPE FOR APPEARANCE

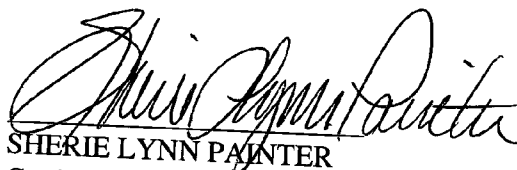
TO THE PROTHONOTARY

Kindly enter our appearances on behalf of the Plaintiff in the captioned action.

RESPECTFULLY SUBMITTED,



VICTOR H. PRIBANIC
Counsel for Plaintiff



SHERIE LYNN PAINTER
Co-Counsel for Plaintiff

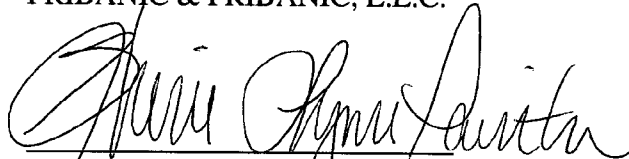
CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within has been served via U. S. Postal Service postage prepaid on the 14th day of December, 2004 upon the following:

Matthew B. Taladay, Esquire
HANAK, GUIDO & TALADAY
498 Jeffers Street
Post Office Box 487
DuBois, PA 15801

Robert A. Mix, Esquire
LEE, GREEN & REITER, INC.
115 East High Street
Post Office Box 179
Bellefonte, PA 16823-0179

PRIBANIC & PRIBANIC, L.L.C.

A handwritten signature in black ink, appearing to read "Sherie Lynn Painter", is written over a horizontal line.

SHERIE LYNN PAINTER
Co-Counsel for Plaintiff

CA

02-1052-CD

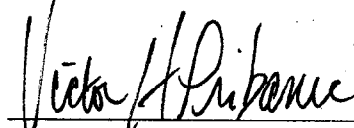
CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within has been served via U. S. Postal Service postage prepaid on the 12th day of January, 2005 upon the following:

Matthew B. Taladay, Esquire
HANAK, GUIDO & TALADAY
498 Jeffers Street
Post Office Box 487
Dubois, PA 15801

Robert A. Mix, Esquire
LEE, GREEN & REITER, INC.
115 East High Street
Post Office Box 179
Bellefonte, PA 16823-0179

PRIBANIC & PRIBANIC, L.L.C.



VICTOR H. PRIBANIC
Counsel for Plaintiff

FILED
OK 01/31/05
JAN 14 2005

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

JUDITH A. BROWN,

Plaintiff,

vs.

THOMAS R. OCHREITOR and SUSAN
M. OCHREITOR, husband and wife, and
ROGER L. DUFFEE,

Defendants.

] CIVIL ACTION

] No.: 02-1052- C.D.

] **PLAINTIFF'S FIRST SUPPLEMENTAL**
] **PRETRIAL STATEMENT**

] Filed on behalf of Plaintiff:
] JUDITH A. BROWN

] Counsel of Record for this Party:

] VICTOR H. PRIBANIC
] PA I.D. No.: 30785

] SHERIE LYNN PAINTER
] PA I.D. No.: 92820

] PRIBANIC & PRIBANIC, L.L.C.
] 1735 Lincoln Way
] White Oak, PA 15131

] 412-672-5444 SLP

RECEIVED

JAN 14 2005

COURT ADMINISTRATOR'S
OFFICE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

JUDITH A. BROWN,

Plaintiff,

vs.

THOMAS R. OCHREITOR and SUSAN
M. OCHREITOR, husband and wife, and
ROGER L. DUFFEE,

Defendants.

CIVIL ACTION

No.: 02-1052- C.D.

PRAECIPE TO SETTLE
AND DISCONTINUE

Filed on behalf of Plaintiff:
JUDITH A. BROWN

Counsel of Record for this Party:

VICTOR H. PRIBANIC
PA I.D. No.: 30785

SHERIE LYNN PAINTER
PA I.D. No.: 92820

PRIBANIC & PRIBANIC, L.L.C.
1735 Lincoln Way
White Oak, PA 15131

412-672-5444

FILED ^{NO} ^{CC}
m/11:13BOK
JUN 14 2005
William A. Shaw
Prothonotary/Clerk of Court
Cert. of Disc.
to Atty
Copy to CIA
CR

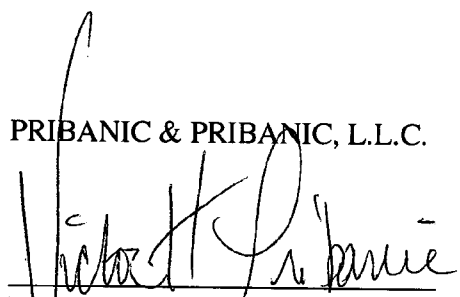
CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within has been served via U. S. Postal
Service postage prepaid on the 9th day of June, 2005 upon the
following:

Matthew B. Taladay, Esquire
HANAK, GUIDO & TALADAY
498 Jeffers Street
Post Office Box 487
Dubois, PA 15801

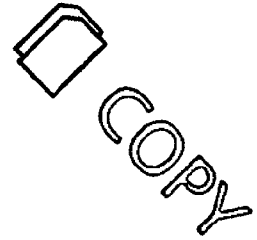
Robert A. Mix, Esquire
LEE, GREEN & REITER, INC.
115 East High Street
Post Office Box 179
Bellefonte, PA 16823-0179

PRIBANIC & PRIBANIC, L.L.C.


VICTOR H. PRIBANIC
Counsel for Plaintiff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

Judith A. Brown

Vs.

No. 2002-01052-CD

Thomas R Ochreitor
Susan M Ochreitor
Roger L. Duffee

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on June 14, 2005, marked:

Settled and Discontinued

Record costs in the sum of \$80.00 have been paid in full by Gleason, Cherry & Cherry.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 14th day of June A.D. 2005.

William A. Shaw, Prothonotary

CP

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

JUDITH A. BROWN,
Plaintiff

vs.

NO. 02-1052-CD

THOMAS R. OCHREITOR and SUSAN
M. OCHREITOR, husband and
wife, and ROGER L. DUFFEE,
Defendants

ORDER

NOW, this 21st day of January, 2005 following a Pre-Trial Conference among the Court and counsel, with the Court having advised that the parties will be proceeding to non-binding arbitration it is the ORDER of this Court that the matter be and is hereby continued until the Spring, 2005 Term of Court.

The Court further notes that Jury Trial in this case for the Spring Term is scheduled for June 15, 16 and 17, 2005 in Courtroom No. 1, Clearfield County Courthouse, Clearfield, Pennsylvania.

FILED

0 9:17 3A

JAN 26 2005

BY THE COURT,

Fredric J. Ammerman

FREDRIC J. AMMERMAN
President Judge

William A. Shaw
Prothonotary

Date: 07/15/2004

Time: 12:59 PM

Page 1 of 2

Clearfield County Court of Common Pleas

ROA Report

User: JKRUISE

Case: 2002-01052-CD

Current Judge: Fredric Joseph Ammerman

Judith A. Brown vs. Thomas R Ochreitor, Susan M Ochreitor, Roger L. Duffee

Civil Other

Date		Judge
07/03/2002	✓X Filing: Praeipce for Writ of Summons Paid by: Gleason, Cherry & Cherry Receipt number: 1844979 Dated: 07/03/2002 Amount: \$80.00 (Check)2 CC to Attorney T. Cherry Writs issued to Sheriff	No Judge
08/29/2002	✓X Sheriff Returns: Now July 9, 2002 Summons served on Susan M. Ochreitor, Thomas R. Ochreitor, and Roger L. Duffee at their residences. Sheriff Costs \$55.07. \$30.00 Surcharge.	No Judge
09/23/2002	✓X Praeipce to File Complaint filed on behalf of Defendants, Thomas and Susan Ochreitor, by Atty. Hopkins. One CC and Rule issued to Atty.	No Judge
10/07/2002	✓X Praeipce, filed by Atty. T. Cherry Kindly mark our appearance on behalf of the above-named Plaintiff withdrawn. s/Toni Cherry Plaintiff consent to the withdrawal of Atty. Cherry. s/Judith A. Brown	No Judge
10/30/2002	✓X Complaint. filed by s/Paul E. Cherry, Esq. no cc	No Judge
01/13/2003	✓X Preliminary Objections, filed by s/Matthew B. Taladay, Esq. No CC	No Judge
01/31/2003	✓X AMENDED COMPLAINT, filed by s/Paul E. Cherry, Esquire Verification s/Judith A. Brown no cc	No Judge
02/14/2003	✓X Answer and New Matter. filed by s/Matthew B. Taladay, Esquire Verification s/Roger L. Duffee Certificate of Service no cc	No Judge
03/12/2003	✓X Plaintiff's Answer To New Matter Of Defendants. filed by s/Paul E. Cherry, Esquire Affidavit s/Paul E. Cherry, Esq. Certificate of Service no cc	No Judge
03/27/2003	✓X Withdrawal of Appearance, filed no cert. copies. Withdraw of Mathew Taladay and Entry of Appearance on behalf of Roger L. Duffee.	No Judge
08/04/2003	✓X Praeipce To Place Case On Trial List. filed by s/Paul E. Cherry, Esquire no cc copy to C/A ✓X Certificate Of Readiness For Trial. filed by s/Paul E. Cherry, Esq. no cc Copy to C/A	No Judge
08/06/2003	✓X Motion to Strike Case from the Trial List, filed by s/Robert A. Mix, Esq. No CC	No Judge
08/11/2003	✓X ORDER, AND NOW, this 11th day of August, 2003, Argument on Defendant Duffee's Motion To Strike Case From Trial List is set for the 24th day of Sept. 2003, at 9:30 a.m. by the Court, s/JKR,JR.,P.J. 2 cc Atty Mix	John K. Reilly Jr.
09/24/2003	✓X Order, NOW, this 24th day of September, 2003, day and date set for argument into Defendant Roger L. Duffee's Motion to Strike Case from the Trial List, it is the Order of this Court that proceedings on said Motion shall be and are hereby continued pending completion of discovery. BY THE COURT: /s/John K. Reilly, Jr., P.J. CC to Attys P. Cherry, Taladay, Mix	John K. Reilly Jr.
01/07/2004	✓X ORDER, AND NOW, this 7th day of January, 2004, re: Above-captioned matter is hereby CONTINUED from the Winter Term of Court. The Court Administrator is directed to place this matter on the Spring 2004 Civil Call List. by the Court, s/FJA, P.J. 1 cc Atty Paul Cherry, 1 cc Atty Taladay, and Atty Mix	Fredric Joseph Ammerman
04/08/2004	✓X ORDER, NOW, this 1st day of April, 2004, Civil Pre-Trial Conference w/counsel for the parties and the Court be scheduled for Friday, April 16, 2004, at 10:00 a.m. in President Judge Ammerman's Chambers. by the Court, s/FJA, P.J. 2 cc Atty Taladay, Paul Cherry,	Fredric Joseph Ammerman

Date: 08/26/2004

Clearfield County Court of Common Pleas

User: ASELFRIDGE

Time: 10:34 AM

ROA Report

Page 1 of 2

Case: 2002-01052-CD

Current Judge: Fredric Joseph Ammerman

Judith A. Brown vs. Thomas R Ochreitor, Susan M Ochreitor, Roger L. Duffee

Civil Other

Date	Selected Items	Judge
04/16/2004	X Order, NOW, this 16th day of April, 2004, following Pre-Trial Conference with Plaintiff and counsel for the Defendants being present, with the Court noting that the Plaintiff is still in the process of obtaining new counsel, Order as follows: 1. This case is hereby continued upon agreement of the parties 2. Court Administrator shall cause the matter to be listed for the Fall, 2004 Term of Court 3. The Call of the List will be held on July 29, 2004 4. Discovery among the parties shall be completed by no later than August 15, 2004. BY THE COURT: /s/Fredric J. Ammerman, P.J. One CC Attys Paul Cherry, M. Taladay, and R. Mix	Fredric Joseph Ammerman
07/06/2004	X Plaintiff (Brown) Gibbons Production of Documents to Supplement Prior Discovery, s/Judith A. Brown No CC	Fredric Joseph Ammerman
07/14/2004	X Motion for Extension of Discovery Deadline and Continuance of Trial to the Winter Term of Court, filed by s/Robert A. Mix, Esq.	Fredric Joseph Ammerman
07/16/2004	X ORDER, filed. 2 Cert. to Atty. Mix NOW, this 15th day of July, 2004, RE: Argument set for July 26, 2004. ORDER, AND NOW, this 15th day of July, 2004, upon consideration of the within Defendant Duffee's Motion for Extension of Discovery and Continuance of Trial, argument is set for the 26 day of July, 2004, at 10:00 A.M., in courtroom No. 1. By the Court, Fredric J. Ammerman, 2 cc Atty Mix	Fredric Joseph Ammerman
07/21/2004	X Motion For Denial of Defendants Motion for Extension of Discovery Deadlines and Continuance of Trial, filed by Plaintiff.	Fredric Joseph Ammerman
07/26/2004	X Plaintiff (Brown) Gibbons Production of Documents to Supplement Prior Discovery, filed by Plaintiff. no cert. copies.	Fredric Joseph Ammerman
08/06/2004	X Certificate of Service, Pre-Trial Memorandum, on Robert A. Mix, Esq. and Matthew Taladay, Esq. Filed by s/Judith A. (Brown) Gibbons. No cc.	Fredric Joseph Ammerman
08/09/2004	X Certificate of Service, Defendant Roger Duffee's Pre-Trial Statement, to: Matthew Taladay, Esq. & Mrs. Judith Gibbons. Filed by s/Robert A. Mix, Esq. No cc.	Fredric Joseph Ammerman
08/12/2004	X Order, NOW THIS 26th day of July, 2004, it is the ORDER of this Court that the request for continuance of trial to the November Term of Court be and is hereby denied. The request for extension of Discovery deadline is granted. Discovery may continue until September 10, 2004. BY THE COURT /s/Fredric J. Ammerman, President Judge. 1 Cert. Copy Plaintiff, 1 Cert. Copy Atty Taladay, 1 Cert. Copy Atty. Mix.	Fredric Joseph Ammerman
08/13/2004	X Miscellaneous Filing, Plaintiff Production of Documents to Supplement Prior Discovery. Filed by s/Judith A. Brown. Certificate of Service, to Robert Mix, Esq. & Matthew Taladay, Esq. No Cert. Copies.	Fredric Joseph Ammerman

MAP - EXHIBIT 1
SECTION 1180.6(a)(6)

A map showing the rail lines of RUCP and C&M is attached hereto as Exhibit 1.

AGREEMENT - EXHIBIT 2
SECTION 1180.6(a)(7)(ii)

A copy of the proposed Trackage Rights Agreement between RUCP and C&M is

attached hereto as Exhibit 2.

LABOR PROTECTIVE CONDITIONS
SECTION 1180.4(g)(1)(i)

Pursuant to 49 U.S.C. § 11326(c), the Surface Transportation Board may not impose

employee protective conditions on transactions such as this involving only Class III rail carriers.

ENVIRONMENTAL AND HISTORIC PRESERVATION MATTERS
SECTION 1180.4(g)(3)

Under 49 C.F.R. § 1105.6(c)(2)(i), the proposed transactions are exempt from environmental reporting requirements because they will not result in significant changes in carrier operations, i.e., changes that exceed the thresholds established in 49 C.F.R. § 1105.7(e)(4) or (5).

Under 49 C.F.R. § 1105.8(b)(2), the proposed transactions are also exempt from historic preservation reporting requirements.

Date: 08/26/2004

Clearfield County Court of Common Pleas

User: ASELFRIDGE

Time: 10:34 AM

ROA Report

Page 2 of 2

Case: 2002-01052-CD

Current Judge: Fredric Joseph Ammerman

Judith A. Brown vs. Thomas R Ochreitor, Susan M Ochreitor, Roger L. Duffee

Civil Other

Date	Selected Items	Judge
08/13/2004	<p>X Order, NOW this 13th day of August, 2004, following Pre-Trial Conference with Plaintiff and counsel for the Defendants as set forth above, it is ORDER of this Court as follows:</p> <p>1. Jury Selection to be held on August 26, 2004, at 10:00 a.m. in Courtroom No. 1</p> <p>2. Jury Trial scheduled for three days, December 15, 2004, December 16, 2004, & December 17, 2004 at 9:00 a.m. each day, in Courtroom No. 1 (See Original for details of: all depositions, objections, any party filing any Motion or Petition.) By the Court, Fredric J. Ammerman, President Judge. 2 cc to Plff (1552 Treasure Lake, DuBois, PA 15801) & Atty M. Taladay. Copy to: Judge Ammerman & Court Administrator.</p>	Fredric Joseph Ammerman
08/17/2004	<p>X Certificate of Service, Request for Production of Documents of Discovery, by Plaintiff. Hand delivered to: Robert A. Mix, Esq, Mailed to: Matthew B. Taladay, Esq. Filed by s/ Judith A. Brown Gibbons. No cc.</p>	Fredric Joseph Ammerman
08/25/2004	<p>Motion For Extension of Discovery Deadline and Continuance of Trial to the Winter Term of Court, filed by Plaintiff no cert. copies.</p>	Fredric Joseph Ammerman

THE HONORABLE FREDRIC J. AMMERMAN, PRESIDING

THURSDAY, AUGUST 26, 2004:

CIVIL JURY SELECTION

9:00	KAY CHURNER, individually and as EXECUTRIX OF THE ESTATE OF JOHN DIMMICK vs. CLIFFORD COX, an Incapacitated Person, by JOHN R. RYAN, ESQUIRE, HIS GUARDIAN AD LITEM, LINDA ESTRATA, Individually and as next friend (ANF) of Clifford Cox, RESTA JENE GREGORI, and DARLENE A. GREGORI, individually and t/d/b/a JENE'S GUNSHOP, INC. and UNISYS CORPORATION No. 99-825-CD	John R. Carfley, Esquire and James A. Naddeo, Esquire John R. Ryan, Esquire Paul W. Grego, Esquire
9:30	RICHARD C. LAWSON and KIM EBOCH-LAWSON, husband and wife, Parents and natural guardians of MARIAH C. LAWSON, a minor vs. PCA INTERNATIONALS, INC., a corporation No. 02-378-CD	James A. Naddeo, Esquire and John R. Carfley, Esquire Paul T. Grater, Esquire
10:00	JUDITH A. BROWN vs. THOMAS R. OCHREITOR and SUSAN M. OCHREITOR, husband and wife, and ROGER L. DUFFEE No. 02-1052-CD	Pro Se Matthew B. Taladay, Esquire Robert A. Mix, Esquire

Cont.

Date: 07/15/2004

Time: 12:59 PM

Page 2 of 2

Clearfield County Court of Common Pleas

ROA Report

User: JKRUISE

Case: 2002-01052-CD

Current Judge: Fredric Joseph Ammerman

Judith A. Brown vs. Thomas R Ochreitor, Susan M Ochreitor, Roger L. Duffee

Civil Other

Date		Judge
04/16/2004	✓X Order, NOW, this 16th day of April, 2004, following Pre-Trial Conference with Plaintiff and counsel for the Defendants being present, with the Court noting that the Plaintiff is still in the process of obtaining new counsel, Order as follows: 1. This case is hereby continued upon agreement of the parties 2. Court Administrator shall cause the matter to be listed for the Fall, 2004 Term of Court 3. The Call of the List will be held on July 29, 2004 4. Discovery among the parties shall be completed by no later than August 15, 2004. BY THE COURT: /s/Fredric J. Ammerman, P.J. One CC Attys Paul Cherry, M. Taladay, and R. Mix	Fredric Joseph Ammerman
07/06/2004	✓ Plaintiff (Brown) Gibbons Production of Documents to Supplement Prior Discovery, s/Judith A. Brown No CC	Fredric Joseph Ammerman
07/14/2004	✓ Motion for Extension of Discovery Deadline and Continuance of Trial to the Winter Term of Court, filed by s/Robert A. Mix, Esq.	Fredric Joseph Ammerman

A

Judith A. (Brown) Gibbons
1552 Treasure Lake
DuBois, PA. 15801
(814) 375-2626

Honorable Fredric J. Ammerman
Judge's Chambers
Clearfield County Courthouse
230 E. Market Street
Clearfield, Pa. 16830

August 6, 2004

RE : Judith A. (Brown) Gibbons v. Thomas R. Ochreitor, Roger Duffee et al
NO: 02-1052- CD

Dear Mr. Shaw,

Enclosed for filing is Plaintiff Judith A. (Brown) Gibbons's Pre-Trial Memorandum

As requested seven days prior to the Pre-Trial Conference. Kindly note that I have

Attached a Certificate of Service with a copy sent to Defendant's counsel.

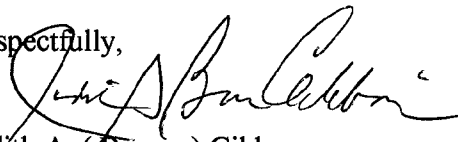
If you have any questions please contact me.

RECEIVED

AUG 06 2004

COURT ADMINISTRATOR'S
OFFICE

Respectfully,



Judith A. (Brown) Gibbons
Plaintiff Pro Se

Judith A. (Brown) Gibbons
1552 Treasure Lake
DuBois, PA. 15801
(814) 375-2626

Honorable Fredric J. Ammerman
Judge's Chambers
Clearfield County Courthouse
230 E. Market Street
Clearfield, Pa. 16830

August 6, 2004

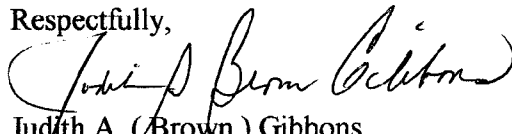
RE : Judith A. (Brown) Gibbons v. Thomas R. Ochreitor, Roger Duffee et al
NO: 02-1052- CD

Dear Court Administrator,

Enclosed is Plaintiff Judith A. (Brown) Gibbons's Pre-Trial Memorandum

As requested seven days prior to the Pre-Trial Conference.

Respectfully,



Judith A. (Brown) Gibbons
Plaintiff Pro Se

RECEIVED

AUG 06 2004

COURT ADMINISTRATOR'S
OFFICE

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

JUDITH A. BROWN,
Plaintiff in Pro Per

vs.

THOMAS R. OCHREITOR and
SUSAN M. OCHREITOR, husband
And wife, and ROGER L. DUFFEE,
Defendants

>
> No. 02 – 1052 – C. D.
>
> Type of Case: CIVIL
>
> Filed on Behalf of : PLAINTIFF Pro Per
>
> JUDITH A. BROWN GIBBONS Plaintiff
> Pro Per
> 1552 Treasure Lake
> DuBois, PA. 15801
> (814) 375-2626
>
>

PLAINTIFF JUDITH A. (BROWN) GIBBONS

PRE- TRIAL MEMORANDUM

NOW COMES Plaintiff , pro per Judith A. (Brown) Gibbons respectfully establishing that
This civil case commenced by filing a writ of summons on July 3, 2002 after 18 months of failed
negotiations with the Defendant. A timeline thereafter includes the following:

- 10-30-02 – Plaintiff filing of the Complaint
- 01-10-03 - Plaintiff notice to file Praecipe to enter Judgment by Default
- 01-13-03 - Defendant Preliminary Objections Filed
- 01-31-03 – Plaintiff Filed Amended Complaint
- 02-14-03 - Defendant Filed answer to Complaint and New Matter
- 03-12-03 - Plaintiff answers to new matter
- 03-27-03- **Withdrawal of Atty . Mathew Taladay on behalf Roger Duffee. Enter Atty. Robert**

Mix.

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AUG 06 2004

**COURT ADMINISTRATOR'S
OFFICE**

-04-26-03 - Plaintiff file answers Interrogatories

-06-16-03 - Defendant request for information for possible settlement

-06-27-03 - Plaintiff answers 2nd set of interrogatories for Defendant

-08-04-03 - Plaintiff Praecipe to Place Case on Trial List; Cert. of Readiness for Trial

-08-04-03 - Defendant requests further discovery / Deposition

08-06-03 - Defendant Motion to Strike Case from Trial List

08-11-03 - Defendant Motion Heard by The Court

09-24-03 - Defendant Motion Granted by The Court

10-10-03 - Plaintiff Gives Deposition

11-17-03 - Plaintiff offers settlement quote to Defendant (no answer)

11-20-03 - Plaintiff sends Amended Exhibit to Defendant

12-02-03 - Plaintiff letter to Defendant concerning lack of answer to Plaintiff settle offer

12-05-03 - Defendant to meet with counsel , Ins. Co. concerning settlement on 12-10-03

12-12-03 - Defendant rejects settlement offer by Plaintiff.

01-07-04 - Case continues to Spring Court

03-19-04- Defendant requests more Discovery from Plaintiff

04-08-04 - Defendant Duffee Pre-trial Statement filed .

06-04-04 - Defendant requests more discovery

07-06-04 - Plaintiff files Documents To Supplement Discovery

07-13-04 - Defendant files Motion for Continuance to Winter Term Court

07 -20-04 - Plaintiff files Motion for Denial of Defendants Continuance

07- 26-04- Court ruling to Continue with Trial / Pre-Trial Conference set discovery Deadline 9/15

07- 26-04 - Plaintiff files more discovery documents

07-31-04 - Plaintiff settlement offer provided to Defendant.

I. FACTUAL HISTORY

The Plaintiff Gibbons purchased a newly constructed home from The Defendants Ochreitor And Duffee in July 2000. Defendants Ochreitor are on record of the deed while Defendant Duffee is Contractor on record for the home. The Defendant also offered The Plaintiff the opportunity to be a "promotional home" for a "CHOICE DEK" product to be constructed at the home made by the Weyerhaeuser Corporation.

The Defendants did assure the Plaintiff that all work was done in a workmanlike Manner. The Plaintiff moved into the home on July 7, 2000. Beginning that October structural problems, plumbing difficulties, and construction errors became increasingly evident with the home. Winter heating, moisture, and ventilation difficulties became apparent with toxic mold accumulating on surfaces in the home. Cellulose insulation, which is ground up newspaper treated with chemicals began to filter into the living areas of the home via the heating/cooling duct system. All attempts to rectify the situation with the builder had been unsuccessful.

The Plaintiff began to experience respiratory difficulties, eye symptoms, to the point of seeking medical evaluations and emergency care. The Plaintiff has since had to vacate the property and is medically unable to return to the home.

The Standard Agreement for the Sale of Real Estate clearly set forth under 5(g) "One (1) year builder warranty and additional builders warranty covering years 2-5 to be provided by seller". As a result of the defective nature of the construction of the residential "spec" home, and said work being performed in a poor, improper and unworkmanlike manner, Defendants are strictly liable to plaintiff pursuant to * 402A of the Restatement (Second) of Torts as stated

in Count I (STRICT LIABILITY) , Count II (NEGLIGENCE) , Count III Breach of
(WARRANTY) in both the Initial filed Complaint and Amended Complaint. The Defendant
Duffee has since file a claim with his Insurance Company, ERIE Inc.

II. DAMAGES CLAIMED

The Plaintiff is seeking recovery for the home in the sum, of \$ 150,00.00 with
The home reverting back to the Defendants . This financial figure represents the purchase
Price of the home , improvement in the property by the Plaintiff, and associated costs.
The replacement of Personal Property in the amount of \$ 63,500.00. This figure is based
On J.C. Penny Catalogue costs for replacement of personal effects. Final damage claim in the
Amount of \$ 250,000.00 . This represents 4 years of financial losses, displacement from a
Home, suffering with medical evaluations, medications, 2 surgical procedures, a permanent
diagnosis of asthma, and possibility of future pulmonary problems. Total Claim - \$ 463,500.00

III. UNUSUAL QUESTIONS OF LAW OR EVIDENCE

Not at this time.

IV. WITNESSES

- a. Thomas Ochreitor , 668 Treasure Lake, DuBois, PA. 15801
- b. Susan Ochreitor , 668 Treasure Lake, DuBois, PA. 15801
- c. Roger Duffee , 783 Treasure Lake, DuBois, PA. 15801

V. **EXIBITS**

- A. Deed
- B. Agreement of Sale
- C. Closing papers
- D. Photographs of home
- E. Videotape of home
- F. Product Literature – ChoiceDeck
- G. Product Literature – Regal Cellulose Insulation
- H. Medical Records
- I. Weyerhaeuser Letter.
- J. Laboratory Reports Brockway Analytical
- K. Extensive Exhibit list attached.

Plaintiff Gibbons reserves the right to supplement this list as per the date of closure of Discovery has been set on September 15, 2004 by the Courts.

VI **MEDICAL EXPERT WITNESSES**

Non anticipated at this time

VII **NON-MEDICAL EXPERT WITNESSES**

Non anticipated at this time

VII **LENGTH OF TRIAL**

At this time the Plaintiff believes the length will take two to three days



Judith A. (Brown) Gibbons
Plaintiff Pro se
1552 Treasure Lake
DuBois, PA. 15801
(814) 375-2626

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

JUDITH A. BROWN,
Plaintiff in Pro Per

vs.

THOMAS R. OCHREITOR and
SUSAN M. OCHREITOR, husband
And wife, and ROGER L. DUFFEE,
Defendants

>
> No. 02 – 1052 – C. D.
>
> Type of Case: CIVIL
>
> Filed on Behalf of : PLAINTIFF Pro Per
>
> JUDITH A. BROWN GIBBONS Plaintiff
> Pro Per
> 1552 Treasure Lake
> DuBois, PA. 15801
> (814) 375-2626
>
>

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Plaintiff's

Pre-Trial Memorandum was deposited in the United States Mail, postage prepaid,

In DuBois, Pennsylvania, on the 6th day of August 2004 addressed to the following:

Robert A. Mix Esq.
Lee, Green & Reiter, Inc.
115 East High Street
P.O. Box 179
Bellefonte, PA. 16823-0179

Matthew Taladay, Esq.
Hanak Guido & Taladay
498 Jeffers Street
P.O. Box 498
DuBois, PA. 15801



Judith A. (Brown) Gibbons,
Plaintiff Pro per

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

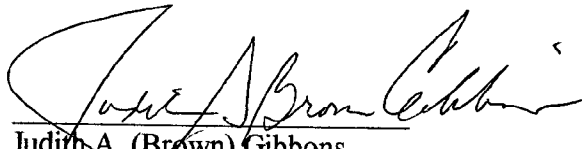
JUDITH A. BROWN,
Plaintiff in Pro Per

vs.

THOMAS R. OCHREITOR and
SUSAN M. OCHREITOR, husband
And wife, and ROGER L. DUFFEE,
Defendants

>
> No. 02 – 1052 – C. D.
>
> Type of Case: CIVIL
>
> Filed on Behalf of : PLAINTIFF Pro Per
>
> JUDITH A. BROWN GIBBONS Plaintiff
> Pro Per
> 1552 Treasure Lake
> DuBois, PA. 15801
> (814) 375-2626
>
>

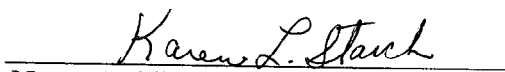
I Judith A. (Brown) Gibbons, Plaintiff Pro per, swear that the enclosed
information is true and correct based on the information provided by prior documents
filed with the Clearfield County Courts.


Judith A. (Brown) Gibbons
Plaintiff Pro per
1552 Treasure Lake
DuBois, PA. 15801
(814) 375-2626

Sworn to and subscribe before

Me this 6th day of

August 2004.


Notary Public

RECORDER OF DEEDS

MY COMMISSION EXPIRES
FIRST MONDAY IN JANUARY 2008

A

LEE, GREEN & REITER, INC.

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

DONALD E. LEE
JOSEPH P. GREEN
DENNIS O. REITER
ROBERT A. MIX
JONATHAN D. GRINE

August 6, 2004

115 EAST HIGH STREET
POST OFFICE BOX 179
BELLEFONTE, PA 16823-0179
(814) 355-4769
FAX (814) 355-5024
WWW.LMGRLAW.COM

David S. Meholick, Court Administrator
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830

Re: Judith A. Brown v. Thomas R. Ochreitor, et ux., et al.
No. 02-1052-CD
Our File: L-7311

Dear Mr. Meholick:

Enclosed please find Defendant Roger L. Duffee's Pre-Trial Statement

Very truly yours,

LEE, GREEN & REITER, INC.

By:

Robert A. Mix

RAM/cl

Enclosures

C: Judith Brown – w/enc.
Matthew Taladay, Esq. – w/enc.

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AUG 09 2004

COURT ADMINISTRATORS
OFFICE

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

JUDITH A. BROWN,)
Plaintiff : No. 02-1052-CD
vs.)
THOMAS R. OCHREITOR and SUSAN M.)
OCHREITOR, husband and wife, and)
ROGER L. DUFFEE,)
Defendants)

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AUG 09 2004

COURT ADMINISTRATOR'S
OFFICE

DEFENDANT ROGER L. DUFFEE'S
PRE-TRIAL MEMORANDUM

I. STATEMENT OF THE CASE

A. Procedural History

Plaintiff Judith Brown, now Gibbons, commenced this civil action by the issuance of a Writ of Summons on July 3, 2002. A Complaint was subsequently filed on October 30, 2002.

Defendants Thomas and Susan Ochreitor (Ochreitor) and Roger Duffee (Duffee) filed Preliminary Objections to the Complaint on January 13, 2003. Plaintiff Gibbons then filed an Amended Complaint on January 31, 2003.

Defendants Ochreitor and Duffee filed an Answer and New Matter on February 14, 2003. Plaintiff Gibbons then filed a Reply to New Matter on March 12, 2003 and the pleadings were closed.

Defendant Duffee has engaged in discovery, to include serving Interrogatories and Requests for Production of Documents on Plaintiff Gibbons, taking her deposition and inspecting the home.

B. Factual History

In this civil action Plaintiff Gibbons asserts causes of action in strict products liability, negligence and breach of warranty against Defendants Ochreitor and Duffee arising out of her purchase of a "spec" home from them in July 2000. Defendants Ochreitor were the record owners of the property on which the home was constructed and Defendant Duffee was the contractor who constructed the home.

Plaintiff Gibbons seeks recovery of damages for the cost of completion, repair or replacement of several components of the home, which she contends were not completed, constructed, installed or finished properly. These components include, among others, roofing, decking, insulation, windows, doors, drywall, gutters, painting, etc. She also seeks recovery for the cost of replacement of items of personal property in the home, such as furniture and clothing, which she contends were damaged by mold caused by or related to the improper installation of windows, drywall and insulation and/or the improper construction of the heating/cooling system system.

Plaintiff Gibbons also seeks recovery of damages for personal injuries in the nature of respiratory problems, symptoms and conditions; anthracosilicosis and a pulmonary nodule, which she contends were caused by or related to mold and/or cellulose in the home due the improper installation of windows, drywall and insulation and/or the improper construction of the heating/cooling system.

II. DAMAGES CLAIMED

A. Cost of the home, improvements, expenses, etc.	\$150,200.13
B. Cost of replacement of items of personal property, furniture, clothing, etc.	63,566.60
C. Pain & suffering and other personal injuries	<u>\$250,000.00</u>
Total	\$463,766.73

III. UNUSUAL QUESTIONS OF LAW OR EVIDENCE

Plaintiff Gibbons has asserted a cause of action in strict products liability pursuant to § 402A of the Restatement (Second) of Torts. Defendant Duffee submits that this cause of action is inapplicable here since the home, which is the subject matter of this civil action, is an improvement to real estate and not a product within the meaning of § 402A. Cox v. Shaffer, 302 A.2d 456 (Pa. Super. 1973) (Silo); Burrows v. Jones, 17 D&C 4th 224 (C.P. Clinton Co. 1992) (Modular home and fireplace); Association of Unit Owners of Bridgeview Condominiums v. Dunning, 69 P 3rd 788 (Or. App. 2003) (Condominium Units) and Papp v. Rock Mountain Oil & Minerals, Inc., 769 P 2nd 1249 (Mont. 1989) (Treater facility). Therefore, this cause of action should be dismissed and/or not submitted to the jury.

IV. WITNESSES

A. Liability and Damages

1. Thomas Ochreitor
2. Susan Ochreitor
3. Roger Duffee
4. Theodore Duffee
5. Jason Whittaker
6. James Riggie
7. Thomas Jones

8. William Brown
9. Lori Srock
10. Kurtis Schiller
11. Kenneth Koronowski
12. Andrew Kalgren
13. Scott Kunselman
14. William Kulbacki
15. Jeffrey Brady
16. John Hile
17. Algie LaBrasca
18. Kevin Patterson
19. Ralph Sweany
20. Peter Burgmeier
21. Judith Gibbons
22. Dennis Gibbons

B. Medical

1. Judith Gibbons
2. Dennis Gibbons
3. Records Custodians of Judith Gibbons' various physicians and medical care providers.
* See Medical Expert Witness section below

V. EXHIBITS

- A. Agreement of Sale
- B. Deeds
- C. Photographs of home
- D. Videotapes of home
- E. Product literature – Choicedek
- F. Product literature – Regal Cellulose Insulation
- G. Correspondence
 1. Judith Gibbons
 2. Kenneth Koronowski
 3. Andy Kalgren
 4. William Kulbacki
 5. Ralph Sweany
- H. Medical records of Plaintiff Gibbons' various physicians and medical care providers.
* Copies of the above documents are in Plaintiff Gibbons' possession
- I. Estimates of repair, replacement, etc.
- J. Diagnostic test results
- K. Reports of Medical & Non-Medical Expert Witnesses
* See Medical & Non-Medical Expert Witness sections below

VI. MEDICAL EXPERT WITNESSES

An independent medical examination of Plaintiff Gibbons will be conducted by Peter Kaplan, M.D. on August 27, 2004. A copy of Dr. Kaplan's report will be provided upon receipt thereof.

Plaintiff Gibbons has advised that she will be undergoing a CT scan on September 13, 2004 for the purpose of examining, evaluating and diagnosing a pulmonary nodule. Depending upon the results of that diagnostic test, Defendant Duffee may request an opportunity to have the results reviewed by Dr. Kaplan or such other medical expert witness as may be appropriate and to submit an amended or a new report.

VII. NON-MEDICAL EXPERT WITNESSES

An inspection of the home was made on July 29, 2004 by Robert Sloskie of Regulatory Managements Systems, Inc. Samples taken by him were submitted to Herbert Layman of U.S. Microsolutions, Inc. for analysis. Copies of their reports will be provided upon receipt thereof.

Inspections of the home will be made by Richard Hughes, P.E., Algie LaBrasca on August 11, 2004 and by Kevin Patterson on August 13, 2004. Copies of their reports will be provided upon receipt thereof.

VIII. LENGTH OF TRIAL

Defendant Duffee anticipates that trial of this case will take two to three days.

IX. SPECIAL POINTS FOR CHARGE

A. In this civil action, Plaintiff Gibbons asserts a cause of action in breach of warranty against Defendant Duffee. Under Pennsylvania law, a building contractor selling a home he constructed impliedly warrants that the home was constructed in a reasonably workmanlike manner and that it would be fit for habitation as a residential dwelling.

Elderkin v. Gaster, 288 A.2d 771 (Pa. 1972) and Groff v. Pete Kingsley Building, Inc., 543 A. 2d 128 (Pa. Super. 1988)

B. In this context, reasonable workmanship means what is reasonable under the circumstances; it does not mean perfection.

Krugh v. Laurich, 17 D & C 4th 666 (C.P. Franklin Co. 1991)

C. Also, in this context, habitability means that the home is functional and habitable in accordance with local community standards.

Elderkin v. Gaster, *supra*.

LEE, GREEN & REITER, INC.

By: 

Robert A. Mix, Esq., ID #16164
Attorney for Defendant Roger L. Duffee
115 East High Street
PO Box 179
Bellefonte, PA 16823
814-355-4769

(A)

HANAK, GUIDO and TALADAY
Attorneys at Law

Robert M. Hanak
Anthony S. Guido
Matthew B. Taladay

Telephone: (814) 371-7768
Fax: (814) 371-1974

498 Jeffers Street
P.O. Box 487
DuBois, PA 15801

Nicole Hanak Bankovich
S. Casey Bowers

August 6, 2004

David S. Meholick
Court Administrator
Suite 228
230 East Market Street
Clearfield, PA 16830

Re: Brown vs. Ochreitor, et al.
No. 2002-1052-CD

Dear Mr. Meholick:

Enclosed please find a Pre-Trial Statement submitted on behalf of the Ochreitor Defendants. Kindly note that by copy of this letter I have forwarded a copy to Judith (Brown) Gibbons, Plaintiff and Robert Mix, Attorney for Defendant Duffee. If you have any questions concerning the enclosed, please contact me.

Sincerely,



Matthew B. Taladay

MBT:kam

Enc.

cc: Judith (Brown) Gibbons
Robert A. Mix, Esq.

RECEIVED

AUG 09 2004

**COURT ADMINISTRATOR'S
OFFICE**

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

JUDITH A. BROWN,
Plaintiff

vs.

THOMAS R. OCHREITOR and
SUSAN M. OCHREITOR, husband
and wife, and ROGER L. DUFFEE,
Defendants

CIVIL ACTION - AT LAW

No. 02-1052-CD

Type of Pleading:

Pre-Trial Statement

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

RECEIVED

AUG 09 2004

COURT ADMINISTRATOR'S
OFFICE

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

JUDITH A. BROWN,
Plaintiff

vs.

No. 02-1052-CD

THOMAS R. OCHREITOR and
SUSAN M. OCHREITOR, husband
and wife, and ROGER L. DUFFEE,
Defendants

PRE-TRIAL STATEMENT

AND NOW, come the Defendants, Thomas R. Ochreitor,
Susan M. Ochreitor, by their attorney, Matthew B. Taladay, and hereby
submit the within Pre-Trial Statement:

A Background

On or about July 15, 1999, Thomas and Susan Ochreitor became the deed owners of an unimproved parcel of real property located at Section 16, Lot 14, "Aruba" in the Treasure Lake Subdivision of Sandy Township, Clearfield County, Pennsylvania. All consideration for the purchase was paid by Susan Ochreitor's brother, Roger Duffee, who was a building contractor and intended to build a "spec home" on the premises. Thereafter, Mr. Duffee constructed a dwelling house on the premises. The Ochreiters did not participate in, direct, oversee or otherwise get involved with the construction of this dwelling house.

By Agreement of Sale dated May 15, 2000 Roger L. Duffee contracted with Dorothy Brozgo "and assignees" for the sale of the

property, known as 688 Treasure Lake. Thomas and Susan Ochreitor were listed as co-sellers on this agreement.

By Deed of July 7, 2000 Susan and Thomas Ochreitor nominally conveyed this premises to Judith A. Brown. In this transaction, the Ochreiters acted only as an accommodation to Roger Duffee, who received all proceeds of the sale.

Judith A. Brown has filed a claim against Roger Duffee as well as Thomas and Susan Ochreitor. Plaintiff's claim alleges that there are various defects to the spec home, and claims that she has developed certain health problems which allegedly arise from her residing in the home. Susan and Thomas Ochreitor incorporate all defenses raised by Defendant Roger Duffee. In addition, the Ochreitor Defendants seek indemnity from Defendant Roger Duffee.

B. Witnesses

- (a) Thomas R. Ochreitor
668 Treasure Lake
DuBois, PA 15801
- (b) Susan M. Ochreitor
668 Treasure Lake
DuBois, PA 15801
- (c) Roger Duffee
783 Treasure Lake
DuBois, PA 15801
- (d) Judith Brown-Gibbons
1552 Treasure Lake
DuBois, PA 15801
- (e) Any witness listed in the Pre-Trial Statement of any other party.

Defendants reserve the right to supplement this Pre-Trial Statement in accordance with applicable Local Rules of Court and Rules of Civil Procedures.

C. Expert Witnesses

Defendants may call one or more of the following expert witnesses:

- (a) Richard T. Hughes, PE
506 Krebs Avenue
Clearfield, PA 16830
- (b) Ronald Shick
Guardian Inspection Services
DuBois, PA 15801

An inspection of the premises is intended to take place during the week of August 9. Defendants will provide supplemental expert report as soon as possible following the inspection.

Defendants reserve the right to supplement this Pre-Trial Statement in accordance with applicable Local Rules of Court and Rules of Civil Procedures.

D. Exhibits

- (a) Agreement of Sale and Deeds to property at issue;
- (b) Photographs of property at issue;
- (c) Any exhibits listed in Pre-Trial Statement of any other party to this action.

E. Hypothetical Questions

None

F. Plots or Plans

None

G. Unusual Questions of Law Anticipated

None

H. Estimated Time for Trial

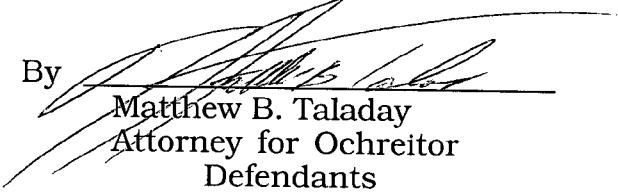
2 - 3 days

Respectfully submitted,

HANAK, GUIDO and TALADAY

Date: 08-06-04

By


Matthew B. Taladay
Attorney for Ochreitor
Defendants

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

JUDITH A. BROWN,
Plaintiff

vs.

THOMAS R. OCHREITOR and
SUSAN M. OCHREITOR, husband
and wife, and
ROGER L. DUFFEE,
Defendants

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NO. 2002-1052-C.D.

ORDER

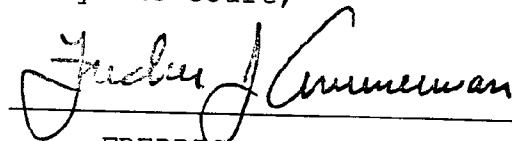
NOW, this 13th day of August, 2004, following Pre-Trial Conference with Plaintiff and counsel for the Defendants as set forth above, it is the ORDER of this Court as follows:

1. Jury Selection will be held on August 26, 2004 commencing at 10:00 a.m. in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.
2. Jury Trial is hereby scheduled for three days, December 15, 2004, December 16, 2004 and December 17, 2004 commencing at 9:00 a.m. each day in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.
3. All depositions which are to be used for trial presentation purposes shall be completed by absolutely no later than ninety (90) days prior to the commencement of trial or the same will not be available for use at trial. A copy of the transcript of any such deposition(s) shall be provided to opposing counsel within no more than fifteen (15) days following completion of the deposition(s).

4. Any party making objections relative the testimony to be provided by any witness in the form of a deposition at the time of Trial shall submit said objections to the Court, in writing, no later than thirty (30) days prior to the commencement of Trial. All objections shall reference specific page and line numbers within the deposition(s) in question along with that party's brief relative same. The opposing party shall submit its brief in opposition to said objections no later than fifteen (15) days prior to the commencement of Trial.

5. Any party filing any Motion or Petition regarding limitation or exclusion of evidence or testimony to be presented at time of trial, including but not limited to Motions in Limine, shall file the same no more than thirty (30) days prior to the trial date. The party's Petition or Motion shall be accompanied by an appropriate brief. The responding party thereto shall file its Answer and submit appropriate response brief no later than fifteen (15) days prior to trial.

By the Court,

A handwritten signature in cursive script, reading "Fredric J. Ammerman", written over a horizontal line.

FREDRIC J. AMMERMAN
President Judge