

02-1407-CD
RICHARD CHURCH etux -vs- ALBERT PRESTASH etux

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

RICHARD CHURCH and :
JAMIE CHURCH, husband and wife, :
Plaintiffs :
VS. :

NO. 02-1407 -CD

ALBERT PRESTASH and :
LEADETH PRESTASH, husband and :
wife, :
Defendants :

CASE NUMBER: 02- -CD

TYPE OF CASE: Civil

TYPE OF PLEADING: COMPLAINT

FILED ON BEHALF OF: Plaintiffs

COUNSEL OF RECORD FOR THIS PARTY: R. DENNING GEARHART, ESQUIRE
Supreme Court I.D. #26540
215 East Locust Street
Clearfield, PA 16830
(814) 765-1581

FILED

SEP 10 2002

William A. Shaw
Prothonotary

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

RICHARD CHURCH and
JAMIE CHURCH, husband and wife,
Plaintiffs

VS.

ALBERT PRESTASH and
LEADETH PRESTASH, husband and
wife,

Defendants

NO. 02- -CD

NOTICE TO DEFEND

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

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

Court Administrator's Office
Clearfield County Courthouse
Clearfield, PA 16830
814-765-2641 Ext. 50-51

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

RICHARD CHURCH and
JAMIE CHURCH, husband and wife,
Plaintiffs

VS.

ALBERT PRESTASH and
LEADETH PRESTASH, husband and
wife,
Defendants

NO. 02- -CD

COMPLAINT

1. Plaintiffs are Richard and Jamie Church, husband and wife, of R.R. #1, Box 321-A, West Decatur, PA (Boggs Township).
2. Defendants are Albert and Leadeth Prestash, husband and wife, R.R. #4, Box 221, Philipsburg, PA (Clearfield County).
3. The Plaintiffs are in the construction and home remodeling business and operate as R & J's Business, Home Repair and Remodeling.
4. On or about March through May, 2002, and all other dates relevant herein, Plaintiffs were so engaged in that business.
5. Pursuant to that business, Plaintiffs were contacted by Defendants who inquired about certain remodeling to be done on their house.
6. On March 12, 2002, Plaintiffs did give to the Defendants a proposal for work to be done. A copy of that proposal is attached hereto as Exhibit A. Then shortly thereafter Plaintiffs received from the Defendant a signed copy of the proposal together with a check for \$4,359.55.

7. Pursuant to the preparation of completing their proposal Plaintiffs made purchases that are contained in the receipts attached hereto as Exhibit B and Exhibit B1 through B22. That pursuant to the contract, Plaintiffs refused other jobs, and began the work required.

8. Plaintiffs also were asked to do work beyond the contract, and pursuant thereto, they made purchases listed on Exhibit C.

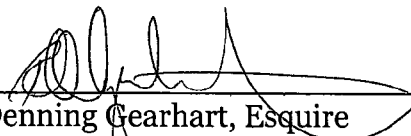
9. During the course of trying to complete the work, Plaintiffs were subjected to a barrage of verbal abuse from the Defendants. Such verbal abuse was without provocation.

10. Said verbal abuse prevented Plaintiffs from completing the job and amounted to a discharge of the Plaintiffs from any further work and the Plaintiffs left the job.

11. As a result of the above, Plaintiffs were not paid the remaining \$4,359.56 owed to them under the contract.

WHEREFORE, Plaintiffs prays the court to enter judgment for them and against the Defendants in the amount of \$4,359.56, plus costs.

Respectfully submitted,

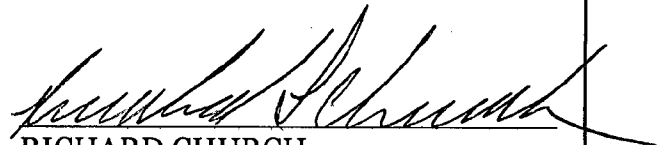


R. Denning Gearhart, Esquire
Attorney for Plaintiffs

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF CLEARFIELD :

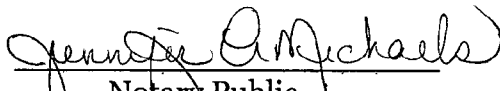
AFFIDAVIT

Before me, the undersigned officer, personally appeared, RICHARD CHURCH and JAMIE CHURCH, who being duly sworn according to law deposes and says that the facts set forth in the foregoing Complaint are true and correct to the best of their knowledge, information, and belief.


RICHARD CHURCH


JAMIE CHURCH

Sworn to and subscribed
before me this 9th day
of September, 2002.


Notary Public

NOTARIAL SEAL
JENNIFER A. MICHAELS, NOTARY PUBLIC
CLEARFIELD BORO., CLEARFIELD CO.
MY COMMISSION EXPIRES JUNE 17, 2003

PROPOSAL

Begin Job
april 22 Monday
2002

No. _____

Date 3-12-02

Sheet No. 2377

Proposal Submitted To:

Name Prestash
Street RR 4 Box 241
City philipsburg State pa
Phone 342-2377 16866

Work To Be Performed At:

Kitchen & Deck & paint - etc.
Street _____
City _____ State _____
Date of Plans _____ Architect _____

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

EXTERIOR SCREEN DOOR FOR 36" KITCHEN TO DECK DOOR.
INSTALL KITCHEN COUNTER & CABINETS, PAINT WALLS & CEILING'S
TAKE OUT OLD WAINES COATING, TAKE OUT WINDOW & INSTALL NEW
36" DOOR. BUILD 6'x8' DECK WITH SHINGLED ROOF & HANDICAP
RAMP w/HAND RAIL. NEW PANELING ON TWO WALLS & INSTALL
NEW 4 TUB STAINLESS STEEL SINK w/NEW FAUCET. PAINT STAIR
WELL/HALL CEILING'S & 2 BEDROOM CEILING'S ALSO REPAINT
DINNING ROOM & LIVING ROOM WALLS & CEILING'S. BOX IN PIPES
IN KITCHEN & HEAT DUCT & REWIRE KITCHEN LIGHT SWITCH WITH 3
WAY SWITCH ALSO INSTALL RECEPTICLE BEHIND REFRIGERATOR
& 2 RECEPTICLES IN DINNING ROOM UNDER WINDOWS.
ALSO PUT UP & HEVEL KITCHEN CEILING FOR 12"x12" CEILING
FIBER'S - lay new ~~the linoleum~~ floor in kitchen.
any materials & labor extra upon CUSTOMERS REQUEST.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of eight thousand seven hundred & nineteen dollars 00 Dollars (\$ 8719.11)
with payments to be made as follows: 1/2 of TOTAL AT BEGINNING OF PROJECT & OTHER
HALF AT COMPLETION OF PROJECT. TO START \$4359.55 OTHER \$1359.55 AT COMPLETION

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by

Respectfully submitted Lillian D. Church
Per order

Note-This proposal may be withdrawn by us if not accepted within 14 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date 3/15/02

Signature Albert X. Prestash 3-15-02
Signature Leadock E. Prestash



An Employee Owned Company

ALTOONA	814-944-9436	LOCK HAVEN	570-748-6750
BEDFORD	814-623-8167	MILTON	570-742-9681
BLOOMSBURG	570-784-4445	MUNCY	570-546-3108
DUBOIS	814-371-2880	PHILIPSBURG	814-342-4670
EVERETT	814-652-2145	STATE COLLEGE	814-238-4971
HUNTINGDON	814-643-2120	SUNBURY	570-286-4538
LEWISTOWN	717-248-0121	WILLIAMSPORT	570-326-4151

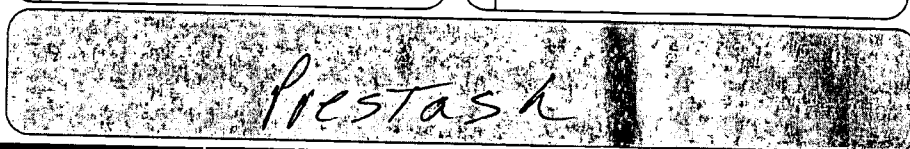
www.ybconline.com

SALESMAN	DEL. DATE
CHECK BY	DELIVER BY
<i>DE</i>	

S O L D T O	R & J'S BUSINESS
	HOME REPAIR & REMODELING
	RD 1 BOX 321A
	WEST DECATUR PA 16878

S H I P T O	R & J'S BUSINESS
	HOME REPAIR & REMODELING
	RD 1 BOX 321A
	WEST DECATUR PA 16878 PH#814-342-4962

ACCT. NO.	PROJECT
PH0918	000
INV. NO.	020424699881
INV. DATE	DEL. DATE
04/24/02	
10:50:31	
SOLD BY	RICK A
CUST. P.O. NO.	



*** INVOICE ***
SLSP:201 CSHR:201
[INP1] 1600-132 PAGE 1

SHIP.	ITEM NO.	QTY. ORD.	UM	DESCRIPTION	QTY. SHIP.	UNIT PRICE	PER	NET AMT.
	41GRF16212	1	EACH	2-1/2 GALV FINISH BRAD 2.5M	1	13.290	EACH	13.29
	41DW51256K	1	EACH	DEWALT FINISH NAILER KIT 16 GA. 1-1/4"-2-1/2"	1	189.000	EACH	189.00
	141AF	2	GAL	1G ALL-PURPOSE JT COMPOUND	2	4.490	GAL	8.98
	202130	1	EACH	1G 18 CU IN PVC BOX CTX EZ18SNR	1	0.390	EACH	.39
	35434825	1	EACH	ALUMINUM FOIL TAPE 2"X50'	1	8.990	EACH	8.99
	35287601	2	EACH	175437 GREAT STUFF WINDOW & DOOR	2	5.990	EACH	11.98
	203650	1	EACH	MS-150 #12-14 NM CABLE STAPLES	1	0.990	EACH	.99
	203031	1	EACH	14/3 W/GROUND 100' T-FLEX	1	16.500	EACH	16.50
	143848	2	PC	4X8 3/8" DRYWALL	2	5.290	PC	10.58
	19976	3	EACH	1 1/4 METAL CORNERBEAD 8' strong	3	1.150	EACH	3.45
	481482	7	EACH	1X4-8' #2 WHITE PINE	7	3.250	EACH	22.75

METHOD OF PAYMENT	RECEIVED IN GOOD CONDITION	SUBTOTAL	286.90
CHARGE	<i>Lumhard & Church</i> CUSTOMER SIGNATURE	PEN 6.000%	SALES TAX 17.21
	E.I.N. 25-1614595 REMIT ALL PAYMENTS TO: Your Building Centers Inc. P.O. Box 1230 Altoona, Pa. 16603	PLEASE PAY THIS AMOUNT 304.11	

A FINANCE CHARGE OF 2% WHICH IS AN ANNUAL PERCENTAGE RATE OF 24% WILL BE CHARGED ON ITEMS 30 DAYS OR MORE PAST DUE. All claims and returned goods MUST be accompanied by this bill, and may be subject to a 20% return charge. NO MATERIAL MAY BE RETURNED AFTER 30 DAYS. SPECIAL ORDERS NOT RETURNABLE. ANY CLAIM OF SHORTAGE MUST BE MADE ON DELIVERY.

CUSTOMER COPY

Exhibit 'B'



ALTOONA	814-944-9436	LOCK HAVEN	570-748-6750
BEDFORD	814-623-8167	MILTON	570-742-9681
BLOOMSBURG	570-784-4445	MUNCY	570-546-3108
DUBOIS	814-371-2880	PHILIPSBURG	814-342-4670
EVERETT	814-652-2145	STATE COLLEGE	814-238-4971
HUNTINGDON	814-643-2120	SUNBURY	570-286-4538
LEWISTOWN	717-248-0121	WILLIAMSPORT	570-326-4151

www.ybcontline.com

SALESMAN	DEL. DATE
CHECK BY	DELIVER BY

S O L D T O	R & J'S BUSINESS
	HOME REPAIR & REMODELING
	RD 1 BOX 321A
	WEST DECATUR PA 16878

S H I P T O	R & J'S BUSINESS
	HOME REPAIR & REMODELING
	RD 1 BOX 321A
	WEST DECATUR PA 16878 PH#814-342-4962

ACCT. NO.	PROJECT
PH0918	000
INV. NO.	020524601094
INV. DATE	DEL. DATE
05/01/02	
13:06:54	
SOLD BY	FAM H
CUST. P.O. NO.	

*** INVOICE ***
 SLSP:1655 CSHR:210
 [INP1] 1600-131 PAGE 1

SHIP.	ITEM NO.	QTY. ORD.	UM	DESCRIPTION	QTY. SHIP.	UNIT PRICE	PER	NET AMT.
	36400649	1	EACH	EXTENSION TUBE	1	4.990	EACH	4.99
	36411628	1	EACH	SINK TAILPIECE	1	1.490	EACH	1.49
<p>Thank you for choosing YBC Supplier Of These Quality Building Products</p> <p>Armstrong</p> <p>Danone</p> <p>Artisckraft</p> <p>QDA Crestline</p> <p>MASTERS BRACH</p>								

METHOD OF PAYMENT	RECEIVED IN GOOD CONDITION	PEN 6.000%	SUBTOTAL	6.48
CHARGE	<i>[Signature]</i>		SALES TAX	0.39
	CUSTOMER SIGNATURE		PLEASE PAY THIS AMOUNT	6.87

E.I.N. 25-1614595
REMIT ALL PAYMENTS TO:
 Your Building Centers Inc.
 P.O. Box 1230
 Altoona, Pa. 16603

A FINANCE CHARGE OF 2% WHICH IS AN ANNUAL PERCENTAGE RATE OF 24% WILL BE CHARGED ON ITEMS 30 DAYS OR MORE PAST DUE.
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CUSTOMER COPY

Exhibit 'B1'



**Your
Building
Centers**

An Employee Owned Company

ALTOONA 814-944-9436	LOCK HAVEN 570-748-6750
BEDFORD 814-623-8167	MILTON 570-742-9681
BLOOMSBURG 570-784-4445	MUNCY 570-546-3108
DUBOIS 814-371-2880	PHILIPSBURG 814-342-4670
EVERETT 814-652-2145	STATE COLLEGE 814-238-4971
HUNTINGDON 814-643-2120	SUNBURY 570-286-4538
LEWISTOWN 717-248-0121	WILLIAMSPORT 570-326-4151

www.ybconline.com

SALESMAN	DEL. DATE
CHECK BY	DELIVER BY

S O L D T O	R & J'S BUSINESS
	HOME REPAIR & REMODELING
	RD 1 BOX 321A
	WEST DECATUR PA 16878

S H I P T O	PRETIASH JOB
	PH#814-342-4962

ACCT. NO.	PROJECT
PH0918	000
INV. NO.	020524601076
INV. DATE	DEL. DATE
05/01/02	
12:31:04	
SOLD BY	ROBERT S
CUST. P.O. NO.	

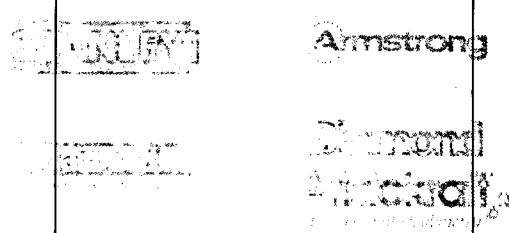
*** INVOICE ***

SLSP:1652 CSHR:210

[INP1] 1600-132 PAGE 1

SHIP	ITEM NO.	QTY. ORD.	UM	DESCRIPTION	QTY. SHIP.	UNIT PRICE	PER	NET AMT.
	36415045	1	EACH	CENTER OUTLET DRAIN	1	6.790	EACH	6.79
	36432124	1	EACH	72211 1-1/2X1-1/4 FEM TRAP ADPTR	1	0.990	EACH	.99
	36420315	1	EA	72916 1-1/2" 90 DEG STREET ELBOW	1	0.890	EA	.89
	36400337	1	EACH	TAILPIECE	1	4.990	EACH	4.99
	36400042	1	EACH	1-1/4 OR 1-1/2 J-BEND	1	4.690	EACH	4.69
	36411361	1	EACH	FAUCET LOCKNUT	1	0.990	EACH	.99

For the purpose of this invoice, YBC is the Supplier Of These Quality Building Products



METHOD OF
PAYMENT

CHARGE

RECEIVED IN GOOD CONDITION

[Signature]
CUSTOMER SIGNATURE

PEN 6.000%

SUBTOTAL	19.34
SALES TAX	1.16

PLEASE PAY
THIS AMOUNT

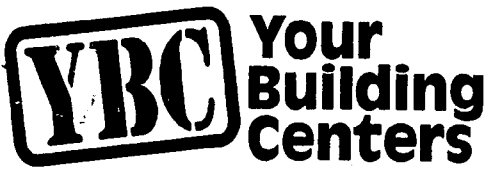
20.50

E.I.N. 25-1614595
REMIT ALL PAYMENTS TO:
Your Building Centers Inc.
P.O. Box 1230
Altoona, Pa. 16603

A FINANCE CHARGE OF 2% WHICH IS AN ANNUAL PERCENTAGE RATE OF 24% WILL BE CHARGED ON ITEMS 30 DAYS OR MORE PAST DUE. All claims and returned goods MUST be accompanied by this bill, and may be subject to a 20% return charge. NO MATERIAL MAY BE RETURNED AFTER 30 DAYS. SPECIAL ORDERS NOT RETURNABLE. ANY CLAIM OF SHORTAGE MUST BE MADE ON DELIVERY.

CUSTOMER COPY

Exhibit 'B2'



An Employee Owned Company

ALTOONA 814-944-9436 LOCK HAVEN 570-748-6750
 BEDFORD 814-623-8167 MILTON 570-742-9681
 BLOOMSBURG 570-784-4445 MUNCY 570-546-3108
 DUBOIS 814-371-2880 PHILIPSBURG 814-342-4670
 EVERETT 814-652-2145 STATE COLLEGE 814-238-4971
 HUNTINGDON 814-643-2120 SUNBURY 570-286-4538
 LEWISTOWN 717-248-0121 WILLIAMSPORT 570-326-4151

www.ybconline.com

SALESMAN	DEL. DATE
CHECK BY	DELIVER BY

SOLD TO
 R & J'S BUSINESS
 HOME REPAIR & REMODELING
 RD 1 BOX 321A
 WEST DECATUR PA 16878

SHIP TO
 R & J'S BUSINESS
 HOME REPAIR & REMODELING
 RD 1 BOX 321A
 WEST DECATUR PA 16878
 PH#814-342-4962

ACCT. NO.	PROJECT
PHOTO 15	000
INV. NO.	020424600702
INV. DATE	DEL. DATE
04/29/02	
12-25-140	
SOLD BY	ROBERT S
CUST. P.O. NO.	

*** INVOICE ***
 SLSP:1652 CSHR:1652

SHIP	ITEM NO.	QTY. ORD.	UM	DESCRIPTION	QTY. SHIP	UNIT PRICE	PER	NET AMT.
	37140SB	7	PC	4X8 1/4" ORIENTED STRAND BOARD	7	7.990	PC	55.93
	24W4TEESTAB	4	PC	7348 WHT 4' TEE -- STAB	4	1.490	PC	5.96
	201143	1	EACH	114PB EXT. WALL FIX. SOLID BRASS	1	14.990	EACH	14.99
	587RCAM	6	PC	AMBER 7' RANCH CASING #8327	6	6.290	PC	37.74
	58QRAM	2	EACH	AMBER QUARTER ROUND #8107	2	3.690	EACH	7.38
	35PC3000Q	1	QT	FC3000 LTX PRIME EXTERIORS QT	1	9.990	QT	9.99
	35780523	1	HPT	210B GOLDEN OAK WOOD FINISH HPT	1	3.690	HPT	3.69

Thank you for choosing YBC Supplier Of These Quality Building Products

METHOD OF PAYMENT

CHARGE

RECEIVED IN GOOD CONDITION

CUSTOMER SIGNATURE

PEN 6.000%

SUBTOTAL 135.65
 SALES TAX 8.14

PLEASE PAY THIS AMOUNT

143.82

E.I.N. 25-1614595
REMIT ALL PAYMENTS TO:
 Your Building Centers Inc.
 P.O. Box 1230
 Altoona, Pa. 16603

A FINANCE CHARGE OF 2% WHICH IS AN ANNUAL PERCENTAGE RATE OF 24% WILL BE CHARGED ON ITEMS 30 DAYS OR MORE PAST DUE.
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CUSTOMER COPY

Exhibit 'B3'

Tel-Power
Tool and Equipment Rental

KEPHART HARDWARE
422 North Centre Street
Philipsburg, PA 16866
814-342-3080

655450 R & J'S BUS., HOME REPAIR
RD1 BOX 321A

DOCUMENT NO. 020016
DATE: 04/24/02 14:20
JOEY

LINE PARTIAL	ITEM #	QTY.	WEST DECATUR DESCRIPTION	PA 1687A	NET 30	EXTENSION	TRANSACTION SUMMARY
RB		1	REGISTER BOOT			8.99	SUBTOTAL 22.07
714998		1	3-1/4X10 TO 4 REG BOOT	8.99	7.99 MARK DOWN	7.99	SALES TAX 1.32
753442		1	4" ALU FLEXIBLE DUCT		5.09	5.09	CHARGE DUE 23.39

[Signature]
RECEIVED BY

THANKS FOR SHOPPING KEPHART'S

Tel-Power

KEPHART HARDWARE

Exhibit 'B4'



SHERWIN-Williams

RR 2
CLEARFIELD PA 16830

Visit www.sherwin-williams.com
7814778523149 GERALD
Fax - (814) 765-9626

CHARTER
No. 9327-7

ACCOUNT: 1013-0774-2 JOB 01 R & J HOME REPAIR & REMODELING

PAGE 01 of 02

R & J HOME REPAIR & REMODELING
RR 1 BOX 321A
W DECATUR PA 16878 9752

DATE: 04/24/02
TIME: 5:12 PM

APPROVAL

(814) 342-4962

2-0100
E12/10896 4 1 -001

SALES NUMBER	SIZE	PRODUCT	DESCRIPTION	QTY	PRICE	VALUE
*****CHANGED FROM*****						
405-12729	GALLON	B20W251	PM200 LTX EG EXTRA	1	-21.95	-21.95
			SUBTOTAL			-21.95
			6.000% (1-39001)			-1.32
*****CHANGED TO*****						
405-12729	GALLON	B20W251	PM200 LTX EG EXTRA	1	19.99	19.99
			SW 1648			
			SUBTOTAL			19.99
			6.000% (1-39001)			1.20

CONTINUED ON PAGE 02

COPY

Exhibit 'B5'

RR 2
CLEARFIELD PA 16830



SHERWIN-WILLIAMS

(814) 765-3149
Fax - (814) 765-9626

CORRECT
No. 9327-7

PAGE 02 of 02

CONTINUED FROM PAGE 01

DATE: 04/24/02
TIME: 5:12 PM

2-0100
E12/10896 41-001

(814) 342-4962

SALES NUMBER	SIZE	PRODUCT	DESCRIPTION	QTY	PRICE	VALUE
--------------	------	---------	-------------	-----	-------	-------

*****CORRECTED TOTALS*****

ORIGINAL	-----	Thank You	-----	SUBTOTAL		-1.96
TERM: 10896		receipt required for refund		6.000% SALES TAX(1-38001)		-0.12
TRAN: 93269				CORRECT SUBTOTAL		-1.96
DATE: 04/24/02				TOTAL TAX		-0.12
				DUE CUSTOMER		
				CHARGE CREDIT		\$2.08

RICHARD

DATE

S-W SIGNATURE

(CENTRALIZED INVOICE)

COPY

Exhibit 'B6'



DECATUR PA 16830

Visit www.sherwin-williams.com
Fax - (814) 765-9626

CHOPPE
No. 9326-9

ACCOUNT: 1013-0774-2 JOB 01 R & J HOME REPAIR & REMODELING
SHIPPED TO:

R & J HOME REPAIR & REMODELING
RR 1 BOX 321A
W DECATUR PA 16878 9782

RICHARD CHURCH
(814) 342-4962

DATE: 04/24/02
TIME: 5:11 PM

2-0100
E12/10896 1 1-019

(814) 342-4962

TERMS: NET PAYMENT DUE ON MAY 20th

SALES NUMBER	SIZE	PRODUCT	DESCRIPTION	QTY	PRICE	VALUE
1405-12729	GALLON	B20W251	PM200 LTX EG EXTRA	1	21.95	21.95
*****			SW 1648			
*****			PRISTASH JOB			

----- Thank You -----
receipt required for refund

SUBTOTAL 21.95
6.000% SALES TAX (1-38001) 1.32
CHARGE 23.27

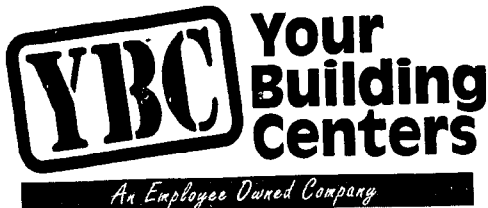
MERCHANDISE RECEIVED IN GOOD ORDER BY:

Richard Church
RICHARD

DATE (CENTRALIZED INVOICE)

COPY

Exhibit 'B7'



ALTOONA	814-944-9436	LOCK HAVEN	570-748-6750
BEDFORD	814-623-8167	MILTON	570-742-9681
BLOOMSBURG	570-784-4445	MUNCY	570-546-3108
DUBOIS	814-371-2880	PHILIPSBURG	814-342-4670
EVERETT	814-652-2145	STATE COLLEGE	814-238-4971
HUNTINGDON	814-643-2120	SUNBURY	570-286-4538
LEWISTOWN	717-248-0121	WILLIAMSPORT	570-326-4151

www.ybconline.com

SALESMAN	DEL. DATE
CHECK BY	DELIVER BY

S O L D T O	R & J'S BUSINESS
	HOME REPAIR & REMODELING
	RD 1 BOX 321A
	WEST DECATUR PA 16878

S H I P T O	R & J'S BUSINESS
	HOME REPAIR & REMODELING
	RD 1 BOX 321A
	WEST DECATUR PA 16878 PH#814-342-4962

ACCT. NO.	PROJECT
PH0918	000
INV. NO.	020424600039
INV. DATE	DEL. DATE
04/25/02	
07:58:41	
SOLD BY	RICHARD P
CUST. P.O. NO.	

Prestash

*** INVOICE ***
SLSP:210 CSHR:210
[INP1] 1600-132 PAGE 1

SHIP.	ITEM NO.	QTY. ORD.	UM	DESCRIPTION	QTY. SHIP.	UNIT PRICE	PER	NET AMT.
	35SA167000	1	EACH	SA167 SILICONE ACRY LTX CL10.50Z	1	2.190	EACH	2.19
	10248	2	PC	2 X 4-8 SPRUCE STUD GRADE	2	2.250	PC N	4.50

METHOD OF PAYMENT

CHARGE

RECEIVED IN GOOD CONDITION

Richard P. Church
CUSTOMER SIGNATURE

PEN 6.000%	SUBTOTAL	6.69
	SALES TAX	0.40
		7.09

E.I.N. 25-1614595
REMIT ALL PAYMENTS TO:
Your Building Centers Inc.
P.O. Box 1230
Altoona, Pa. 16603

A FINANCE CHARGE OF 2% WHICH IS AN ANNUAL PERCENTAGE RATE OF 24% WILL BE CHARGED ON ITEMS 30 DAYS OR MORE PAST DUE. All claims and returned goods MUST be accompanied by this bill, and may be subject to a 20% return charge. NO MATERIAL MAY BE RETURNED AFTER 30 DAYS. SPECIAL ORDERS NOT RETURNABLE. ANY CLAIM OF SHORTAGE MUST BE MADE ON DELIVERY.

CUSTOMER COPY

Exhibit 'BB'



ALTOONA	814-944-9436	LOCK HAVEN	570-748-6750
BEDFORD	814-623-8167	MILTON	570-742-9681
BLOOMSBURG	570-784-4445	MUNCY	570-546-3108
DUBOIS	814-371-2880	PHILIPSBURG	814-342-4670
EVERETT	814-652-2145	STATE COLLEGE	814-238-4971
HUNTINGDON	814-643-2120	SUNBURY	570-286-4538
LEWISTOWN	717-248-0121	WILLIAMSPORT	570-326-4151

www.ybconline.com

SALESMAN	DEL. DATE
CHECK BY	DELIVER BY

SOLD TO
 R & J'S BUSINESS
 HOME REPAIR & REMODELING
 RD 1 BOX 321A
 WEST DECATUR PA 16878

SHIP TO
 R & J'S BUSINESS
 HOME REPAIR & REMODELING
 RD 1 BOX 321A
 WEST DECATUR PA 16878
 PH#814-342-4962

ACCT. NO.	PROJECT
PH0918	000
INV. NO.	020424600038
INV. DATE	DEL. DATE
04/25/02	
07:56:42	
SOLD BY	RICHARD P
CUST. P.O. NO.	

Prestash

*** INVOICE ***
 SLSP:210 CSHR:210
 [INF1] 1600-132 PAGE 1

SHIP.	ITEM NO.	QTY. ORD.	UM	DESCRIPTION	QTY. SHIP.	UNIT PRICE	PER	NET AMT.
	35SA167000	1	EACH	SA167 SILICONE ACRY LTX CL10.502	1	2.190	EACH	2.19
	41376876	1	EACH	NO. 2 PHILLIPS 2"	1	0.990	EACH	.99

METHOD OF PAYMENT

CHARGE

RECEIVED IN GOOD CONDITION

[Signature]
 CUSTOMER SIGNATURE

PEN 6.000%

SUBTOTAL 3.18
 SALES TAX 0.19

PLEASE PAY THIS AMOUNT

3.37

E.I.N. 25-1614595
 REMIT ALL PAYMENTS TO:
 Your Building Centers Inc.
 P.O. Box 1230
 Altoona, Pa. 16603

A FINANCE CHARGE OF 2% WHICH IS AN ANNUAL PERCENTAGE RATE OF 24% WILL BE CHARGED ON ITEMS 30 DAYS OR MORE PAST DUE. All claims and returned goods MUST be accompanied by this bill, and may be subject to a 20% return charge. NO MATERIAL MAY BE RETURNED AFTER 30 DAYS. SPECIAL ORDERS NOT RETURNABLE. ANY CLAIM OF SHORTAGE MUST BE MADE ON DELIVERY.

CUSTOMER COPY

Exhibit 'B9'



ALTOONA	814-944-9436	LOCK HAVEN	570-748-6750
BEDFORD	814-623-8167	MILTON	570-742-9681
BLOOMSBURG	570-784-4445	MUNCY	570-546-3108
DUBOIS	814-371-2880	PHILIPSBURG	814-342-4670
EVERETT	814-652-2145	STATE COLLEGE	814-238-4971
HUNTINGDON	814-643-2120	SUNBURY	570-286-4538
LEWISTOWN	717-248-0121	WILLIAMSPORT	570-326-4151

www.ybconline.com

SALESMAN	DEL. DATE
	4/25/02
CHECK BY	DELIVER BY
<i>[Signature]</i>	

S O L D T O	R & J'S BUSINESS
	HOME REPAIR & REMODELING
	RD 1 BOX 321A
	WEST DECATUR PA 16878

S H I P T O	R & J'S BUSINESS
	HOME REPAIR & REMODELING
	RD 1 BOX 321A
	WEST DECATUR PA 16878
	PH#814-342-4962

ACCT. NO.	PROJECT
PH0918	000
INV. NO.	020424600146
INV. DATE	DEL. DATE
04/25/02	
13:44:27	
SOLD BY	ROBERT T
CUST. P.O. NO.	

*** INVOICE ***
 SLSP:205 CSHR:210
 [INP1] 1600-131 PAGE 1

SHIP.	ITEM NO.	QTY. ORD.	UM	DESCRIPTION	QTY. SHIP.	UNIT PRICE	PER	NET AMT.
	36433584	1	EACH	20" FAUCET CONNECTOR	1	3.090	EACH	3.09
	36433584	1	EACH	20" FAUCET CONNECTOR	1	3.090	EACH	3.09
	202138	1	EACH	TP16200 4 FIBRGLS O/W CEIL BOX	1	1.890	EACH	1.89
	36418131	1	EA	1/2" COPPER CXM ADAPTER	1	0.590	EA	.59
	35779802	1	EACH	1016 BURG. SPRAY (FORMER MAHOG.)	1	3.690	EACH	3.69
	19974	1	EACH	1 1/4 METAL CORNERBEAD 8'	1	1.150	EACH	1.15

Supplier Of These Quality Building Products

Armstrong

Diamond

Avickra

METHOD OF PAYMENT

CHARGE

RECEIVED IN GOOD CONDITION

[Signature]
 CUSTOMER SIGNATURE

PEN 6.000%

SUBTOTAL	13.50
SALES TAX	0.81

PLEASE PAY THIS AMOUNT

14.31

E.I.N. 25-1614595
REMIT ALL PAYMENTS TO:
 Your Building Centers Inc.
 P.O. Box 1230
 Altoona, Pa. 16603

A FINANCE CHARGE OF 2% WHICH IS AN ANNUAL PERCENTAGE RATE OF 24% WILL BE CHARGED ON ITEMS 30 DAYS OR MORE PAST DUE.
 All claims and returned goods MUST be accompanied by this bill, and may be subject to a 20% return charge. NO MATERIAL MAY BE RETURNED AFTER 30 DAYS. SPECIAL ORDERS NOT RETURNABLE. ANY CLAIM OF SHORTAGE MUST BE MADE ON DELIVERY.

CUSTOMER COPY

Exhibit 'B10'



SHERWIN-WILLIAMS®

RD 2
CLEARFIELD PA 16830

Visit www.sherwin-williams.com
Store 1294 GERALD
Fax 412-814-1785-9626

CHARGE
No 90455

ACCOUNT: 1013-0774-2 JOB 01 R & J HOME REPAIR & REMODELING
SHIPPED TO:

R & J HOME REPAIR & REMODELING
RR 1 BOX 321A
W DECATUR PA 16878 9752

Pristash
RICHARD CHURCH
(814) 342-4962

DATE: 04/20/02
TIME: 10:36 AM

2-0100
EIE/10896 11-002

(814) 342-4962

* INDICATES SALE PRICE

TERMS: NET PAYMENT DUE ON MAY 20th

SALES NUMBER	SIZE	PRODUCT	DESCRIPTION	QTY	PRICE	VALUE
5405-12729	GALLON	B20W251	PM200 LTX EG EXTRA	4	19.99	79.96
*****			SW 1648			
162-6597	EACH		PREM TRIMLINE EDGR	1	7.49 *	7.49
178-1699	11 OZ		1100A PREM CAULK	2	2.09 *	4.18
162-6654	EACH		SNAP N POUR SHIELD	1	.52 *	.52
173-1660	9 INCH		PRO SIXPACK 1/2"	1	7.99 *	7.99
286-3637	EACH		TRAY LINER	4	.59 *	2.36
160-1586	EACH		9X12 #10 DROP CL	1	16.84 *	16.84

----- Thank You -----
receipt required for refund

SUBTOTAL 119.34
6.00% SALES TAX (1-38001) 7.16
CHARGE \$126.50

MERCHANDISE RECEIVED IN GOOD ORDER BY:

Richard Church

RICHARD

DATE (CENTRALIZED INVOICE)

COPY

Exhibit 'B11'



ALTOONA	814-944-9436	LOCK HAVEN	570-748-6750
BEDFORD	814-623-8167	MILTON	570-742-9681
BLOOMSBURG	570-784-4445	MUNCY	570-546-3108
DUBOIS	814-371-2880	PHILIPSBURG	814-342-4670
EVERETT	814-652-2145	STATE COLLEGE	814-238-4971
HUNTINGDON	814-643-2120	SUNBURY	570-286-4538
LEWISTOWN	717-248-0121	WILLIAMSPORT	570-326-4151

www.ybconline.com

SALESMAN	DEL. DATE
CHECK BY	DELIVER BY

S O L D T O	R & J'S BUSINESS
	HOME REPAIR & REMODELING
	RD 1 BOX 321A
	WEST DECATUR PA 16878

S H I P T O	R & J'S BUSINESS
	HOME REPAIR & REMODELING
	RD 1 BOX 321A
	WEST DECATUR PA 16878 PH#814-342-4962

ACCT. NO.	PROJECT
PH0918	000
INV. NO.	020524601098
INV. DATE	DEL. DATE
05/01/02	
13:EB:41	
SOLD BY	PAM H
CUST. P.O. NO.	

*** CREDIT MEMO ***
 SLSP:1655 CSHR:1655
 INP13 1600-131 PAGE 1

SHIP	ITEM NO.	QTY. ORD.	UM	DESCRIPTION	QTY. SHIP.	UNIT PRICE	PER	NET AMT.
				DID NOT NEED				
	36411628	-1	EACH	SINK TAILPIECE	-1	1.490	EACH	-1.49
	36400042	-1	EACH	1-1/4 OR 1-1/2 J-BEND	-1	4.690	EACH	-4.69
	36400649	-1	EACH	EXTENSION TUBE	-1	4.990	EACH	-4.99
	36420315	-1	EA	72916 1-1/2" 90 DEG STREET ELBOW	-1	0.890	EA	-.89

METHOD OF PAYMENT

RECEIVED IN GOOD CONDITION

 CUSTOMER SIGNATURE

PEN 6.000%	SUBTOTAL	-12.06
	SALES TAX	-0.72
PLEASE PAY THIS AMOUNT		-12.78

E.I.N. 25-1614595
REMIT ALL PAYMENTS TO:
 Your Building Centers Inc.
 P.O. Box 1230
 Altoona, Pa. 16603

FINANCE CHARGE OF 2% WHICH IS AN ANNUAL PERCENTAGE RATE OF 24% WILL BE CHARGED ON ITEMS 30 DAYS OR MORE PAST DUE.
 Claims and returned goods MUST be accompanied by this bill, and may be subject to a 20% return charge. **NO MATERIAL MAY BE RETURNED AFTER 30 DAYS.**
SPECIAL ORDERS NOT RETURNABLE. ANY CLAIM OF SHORTAGE MUST BE MADE ON DELIVERY.

CUSTOMER COPY

Exhibit 'Bla'



An Employee Owned Company

ALTOONA	814-944-9436	LOCK HAVEN	570-748-6750
BEDFORD	814-623-8167	MILTON	570-742-9681
BLOOMSBURG	570-784-4445	MUNCY	570-546-3108
DUBOIS	814-371-2880	PHILIPSBURG	814-342-4670
EVERETT	814-652-2145	STATE COLLEGE	814-238-4971
HUNTINGDON	814-643-2120	SUNBURY	570-286-4538
LEWISTOWN	717-248-0121	WILLIAMSPORT	570-326-4151

www.ybconline.com

SALESMAN	DEL. DATE
CHECK BY	DELIVER BY

SOLD TO

R & J'S BUSINESS
HOME REPAIR & REMODELING
RD 1 BOX 321A
WEST DECATUR PA 16878

SHIP TO

R & J'S BUSINESS
HOME REPAIR & REMODELING
RD 1 BOX 321A
WEST DECATUR PA 16878
PH#814-342-4962

ACCT. NO.	PROJECT
PH0918	000
INV. NO.	020524601093
INV. DATE	DEL. DATE
05/01/02	
13:06:33	
SOLD BY	PAM H
CUST. P.O. NO.	

*** CREDIT MEMO ***
SLSP:1655 CSHR:210
[INP1] 1600-131 PAGE 1

SHIP	ITEM NO.	QTY. ORD.	UM	DESCRIPTION	QTY. SHIP	UNIT PRICE	PER	NET AMT.
	36400337	-1	EACH	TAILPIECE	-1	4.990	EACH	-4.99
	36411361	-1	EACH	FAUCET LOCKNUT	-1	0.990	EACH	-.99

METHOD OF PAYMENT

RECEIVED IN GOOD CONDITION

PEN 6.000%

SUBTOTAL -5.98
SALES TAX -0.36

CUSTOMER SIGNATURE

PLEASE PAY THIS AMOUNT

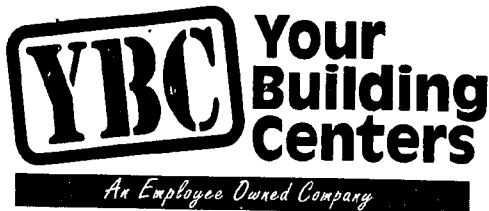
-6.34

E.I.N. 25-1614595
REMIT ALL PAYMENTS TO:
Your Building Centers Inc.
P.O. Box 1230
Altoona, Pa. 16603

A FINANCE CHARGE OF 2% WHICH IS AN ANNUAL PERCENTAGE RATE OF 24% WILL BE CHARGED ON ITEMS 30 DAYS OR MORE PAST DUE. All claims and returned goods MUST be accompanied by this bill, and may be subject to a 20% return charge. NO MATERIAL MAY BE RETURNED AFTER 30 DAYS. SPECIAL ORDERS NOT RETURNABLE. ANY CLAIM OF SHORTAGE MUST BE MADE ON DELIVERY.

CUSTOMER COPY

Exhibit 'B13'



ALTOONA	814-944-9436	LOCK HAVEN	570-748-6750
BEDFORD	814-623-8167	MILTON	570-742-9681
BLOOMSBURG	570-784-4445	MUNCY	570-546-3108
DUBOIS	814-371-2880	PHILIPSBURG	814-342-4670
EVERETT	814-652-2145	STATE COLLEGE	814-238-4971
HUNTINGDON	814-643-2120	SUNBURY	570-286-4538
LEWISTOWN	717-248-0121	WILLIAMSPORT	570-326-4151

www.ybconline.com

SALESMAN	DEL. DATE
CHECK BY	DELIVER BY

SOLD TO
 R & J'S BUSINESS
 HOME REPAIR & REMODELING
 RD 1 BOX 321A
 WEST DECATUR PA 16878

SHIP TO
 R & J'S BUSINESS
 HOME REPAIR & REMODELING
 RD 1 BOX 321A
 WEST DECATUR PA 16878
 FH#814-342-496E

ACCT. NO.	PROJECT
FH0918	000
INV. NO.	DEL. DATE
020524601073	
INV. DATE	DEL. DATE
05/01/02	
12:25:36	
SOLD BY	ROBERT S
CUST. P.O. NO.	

*** CREDIT MEMO ***
 SLSP:1652 CSHR:1652
 CINF11 1600-132 PAGE 1

SHIP.	ITEM NO.	QTY. ORD.	UM	DESCRIPTION	QTY. SH.P.	UNIT PRICE	PER	NET AMT.
	35780523	-1	HPT	020424600702/EXCESS	-1	3.690	HPT	-3.69
	587RCAM	-1	PC	210B GOLDEN OAK WOOD FINISH HPT AMBER 7' RANCH CASING #8327	-1	6.290	PC	-6.29

METHOD OF PAYMENT

RECEIVED IN GOOD CONDITION

[Signature]
 CUSTOMER SIGNATURE

PEN 6.000%	SUBTOTAL	-9.98
	SALES TAX	-0.60

PLEASE PAY THIS AMOUNT

-10.58

E.I.N. 25-1614595
REMIT ALL PAYMENTS TO:
 Your Building Centers Inc.
 P.O. Box 1230
 Altoona, Pa. 16603

A FINANCE CHARGE OF 2% WHICH IS AN ANNUAL PERCENTAGE RATE OF 24% WILL BE CHARGED ON ITEMS 30 DAYS OR MORE PAST DUE.
 All claims and returned goods MUST be accompanied by this bill, and may be subject to a 20% return charge. NO MATERIAL MAY BE RETURNED AFTER 30 DAYS. SPECIAL ORDERS NOT RETURNABLE. ANY CLAIM OF SHORTAGE MUST BE MADE ON DELIVERY.

CUSTOMER COPY

Exhibit 'B14'



An Employee Owned Company

ALTOONA	814-944-9436	LOCK HAVEN	570-748-6750
BEDFORD	814-623-8167	MILTON	570-742-9681
BLOOMSBURG	570-784-4445	MUNCY	570-546-3108
DUBOIS	814-371-2880	PHILIPSBURG	814-342-4670
EVERETT	814-652-2145	STATE COLLEGE	814-238-4971
HUNTINGDON	814-643-2120	SUNBURY	570-286-4538
LEWISTOWN	717-248-0121	WILLIAMSPORT	570-326-4151

www.ybconline.com

SALESMAN	DEL. DATE
CHECK BY	DELIVER BY
CA	

S O L D T O	R & J'S BUSINESS
	HOME REPAIR & REMODELING
	RD 1 BOX 321A
	WEST DECATUR PA 16878

S H I P T O	R & J'S BUSINESS
	HOME REPAIR & REMODELING
	RD 1 BOX 321A
	WEST DECATUR PA 16878 PH#814-642-4962

ACCT. NO.	PROJECT
PH0915	000
INV. NO.	020524601100
INV. DATE	DEL. DATE
05/01/02	
13:29:41	
SOLD BY	PAM H
CUST. P.O. NO.	

*** INVOICE ***
SLSP:1655 CSHR:1655
[INP1] 1600-131 PAGE 1

SHIP.	ITEM NO.	QTY. ORD.	UM	DESCRIPTION	QTY. SHIP.	UNIT PRICE	PER	NET AMT.
	36416437	2	EA	72815 1-1/2" 90 DEG SANITARY EL	2	0.450	EA	.90
	36430545	1	EACH	78315 1-1/2 ADJ P-TRAP W/CONN.	1	2.490	EACH	2.49
	36486981	1	EACH	1-1/2" X 10' PVC-DWV CC PIPE	1	4.390	EACH	4.39

Thank you for your purchase of these quality building products.



Armstrong



METHOD OF PAYMENT

CHARGE

RECEIVED IN GOOD CONDITION
[Signature]
CUSTOMER SIGNATURE

PEN 6.000%	SUBTOTAL	7.78
	SALES TAX	0.47
PLEASE PAY THIS AMOUNT		8.25

E.I.N. 25-1614595
REMIT ALL PAYMENTS TO:
Your Building Centers Inc.
P.O. Box 1230
Altoona, Pa. 16603

A FINANCE CHARGE OF 2% WHICH IS AN ANNUAL PERCENTAGE RATE OF 24% WILL BE CHARGED ON ITEMS 30 DAYS OR MORE PAST DUE. All claims and returned goods MUST be accompanied by this bill, and may be subject to a 20% return charge. NO MATERIAL MAY BE RETURNED AFTER 30 DAYS. SPECIAL ORDERS NOT RETURNABLE. ANY CLAIM OF SHORTAGE MUST BE MADE ON DELIVERY.

CUSTOMER COPY

Exhibit 'B16'



SCHOFIELD STREET
CURWENSVILLE, PA 16833
814-236-0220

SHAFFER ROAD
DUBOIS, PA 15801
814-371-9311

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

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

194 CHAD ROAD
PENNSDALE, PA 17756
570-546-8026

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

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

CRANBERRY MALL
CRANBERRY, PA 16319
814-677-7422

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

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

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

TYPE OF TRANSACTION PICK TICKET	Page: 1	LOCATION CURWENSVILLE
------------------------------------	---------	--------------------------

SOLD TO:

R & J'S BUSINESS, HOME
REPAIR & REMODELING
R.D.#1 BOX 321-A
WEST DECATUR

SHIP TO:

814-342-4962
PA 16878



INVOICE NO.
19465

CUST CODE	SEQ. NO.	TIME	TRANS. NO.	TRANS. DATE	STR. NO.	S'MAN	WRT. BY	OPER. NO.	DATE DELV'D	LOADER
13424962		15:35	19465	040202		16	31	081101	4/23/02	RR

ORDER/QUOTE NO.	P.O. NO. PRESTASH	JOB NUMBER	TRUCK NO. 1107	DRIVER RR	SALESMAN Dale Tozer
-----------------	----------------------	------------	-------------------	--------------	------------------------

ITEM NO.	QUAN. ORD.	QUAN. SHPD.	DESCRIPTION	UNITS	PRICE / UNIT	EXTENSION
** DELIVERY CONDITIONS ** IN THE EVENT PURCHASER ORDERS DELIVERY BEYOND THE CURB LINE, WE WILL NOT ASSUME LIABILITY FOR DAMAGE TO SIDEWALKS, DRIVEWAYS, LAWNS OR OTHER PROPERTY, AND PURCHASER HEREBY AGREES TO INDEMNIFY AND HOLD LEZZER CASH & CARRY HARMLESS FROM ANY LIABILITY OCCURRING TO SAID PREMISES. INITIALS						
SO	here	8 BX	BROWNSTONE PANEILING #293 FROM #579 DELIVER ON TUESDAY APRIL 23 WITH OTHER MATERIALS.			

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

SUB-TOTAL

TAX %

TAX AMOUNT

TOTAL

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

• NO MATERIAL MAY BE RETURNED AFTER 30 DAYS.

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

X

Exhibit 1316

I RECEIVED THE ABOVE MATERIAL IN GOOD CONDITION



SCHOFIELD STREET
CURWENSVILLE, PA 16833
814-236-0220

SHAFFER ROAD
DUBOIS, PA 15801
814-371-9311

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

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

194 CHAD ROAD
PENNSDALE, PA 17756
570-546-8026

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

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

CRANBERRY MALL
CRANBERRY, PA 16319
814-677-7422

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

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

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

TYPE OF TRANSACTION	REPRINT	Page: 2	LOCATION
PICK TICKET			CURWENSVILLE

SOLD TO:

R & J'S BUSINESS, HOME

SHIP TO:

814-342-4962



INVOICE NO.
19464

CUST CODE	SEQ. NO.	TIME	TRANS. NO.	TRANS. DATE	STR. NO.	S'MAN	WRT. BY	OPER. NO.	DATE DELV'D	LOADER
13424962		15:30	19464	040202	1	26	31	081101	4/23/02	RR

ORDER/QUOTE NO.	P.O. NO.	JOB NUMBER	TRUCK NO.	DRIVER	SALESMAN
19463	PRESTASH		1167	RR	Dale Tozer

ITEM NO.	✓	QUAN. ORD.	QUAN. SHPD.	DESCRIPTION	UNITS	PRICE / UNIT	EXTENSION
** DELIVERY CONDITIONS ** IN THE EVENT PURCHASER ORDERS DELIVERY BEYOND THE CURB LINE, WE WILL NOT ASSUME LIABILITY FOR DAMAGE TO SIDEWALKS, DRIVEWAYS, LAWNS OR OTHER PROPERTY, AND PURCHASER HEREBY AGREES TO INDEMNIFY AND HOLD LEZZER CASH & CARRY HARMLESS FROM ANY LIABILITY OCCURRING TO SAID PREMISES. INITIALS							
160GCS		2	2X2	5# 160 GAL COMMON NAILS			
212P25M		1	1X1	#8X2-1/2" GALV DECK SCRW 2.5M#069			
N100		1	1X1	N100 NAILS 1#			
942		28	2X28	942/755 FASHIONTONE 2X4 10/CT			
7800RWH		6	6X6	7800RWH WHT 7/8"X12' WALL MLDG30			
7300RWH		4	4X4	7300RWH 12' WHITE MAIN RUNNER 20			
7348RWH		24	24X24	7348 WHITE 4" CROSS-TEE 60			
TFR440		1	4X1	5-620/2X4-4BULB TROFFER			
TIWIRE		1	1X1	TIE WIRE SUSPENDED CEILING 25PK			
372001		20	20X20	372001 1/4X3 ACOUSTIC LAG			
30C262RH		1	1X1	3/0X6/3 C262 PRE-HUNG RIGHT HAND			
400T3		1	2X1	400T ENTRY TYLO PB BOX			
248C		10	10X10	2X4X8FT #2&6R CONST EAST SPRU			
DELIVER TUESDAY APRIL 23 WITHS CENTERS COUNTERTOP AND CABINETS AND PANELLING FROM SOUL							

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

- WE CANNOT GUARANTEE PRICES ON THIS INVOICE UNLESS MATERIAL IS PICKED UP WITHIN 10 DAYS OF INVOICE DATE.
- All merchandise must be checked when received. No claims for shortages will be allowed after 24 hours of delivery. Material returned in good condition will be credited, but subject to a 20% charge to cover cost of handling.
- NO MATERIAL MAY BE RETURNED AFTER 30 DAYS.
- Parties receiving an estimate will please examine the same carefully as we agree to furnish only the articles herein. Errors in extensions, omissions and footings are subject to corrections. A finance charge of 1% PER MONTH = APR 18% will be added to any unpaid balance past 30 days.

SUB-TOTAL	TAX %	TAX AMOUNT	TOTAL
110			110

X

I RECEIVED THE ABOVE MATERIAL IN GOOD CONDITION



SCHOFIELD STREET
CURWENSVILLE, PA 16833
814-236-0220

SHAFFER ROAD
DUBOIS, PA 15801
814-371-9311

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

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

194 CHAD ROAD
PENNSDALE, PA 17756
570-546-8026

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

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

CRANBERRY MALL
CRANBERRY, PA 16319
814-677-7422

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

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

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

Tuesday 23rd

TYPE OF TRANSACTION	Page: 1	LOCATION
PICK TICKET		CURWENSVILLE

SOLD TO:

R & J'S BUSINESS HOME
REPAIR & REMODELING
R.D.#1 BOX 321-A
WEST DECATUR

SHIP TO:

814-342-4962

PA 16878



INVOICE NO.
18298

CUST CODE	SEQ. NO.	TIME	TRANS. NO.	TRANS. DATE	STR. NO.	S'MAN	WRT. BY	OPER. NO.	DATE DELV'D	LOADER
13424962		12:29	18298	031902	1	99	117	081101	4/23/02	4/23/02

ORDER/QUOTE NO.	P.O. NO.	JOB NUMBER	TRUCK NO.	DRIVER	SALESMAN
	PRESTASH JOB		11809	JTC	Bill Gillen kitchen

ITEM NO.	✓	QUAN. ORD.	QUAN. SHPD.	DESCRIPTION	UNITS	PRICE / UNIT	EXTENSION
** DELIVERY CONDITIONS ** IN THE EVENT PURCHASER ORDERS DELIVERY BEYOND THE CURB LINE, WE WILL NOT ASSUME LIABILITY FOR DAMAGE TO SIDEWALKS, DRIVEWAYS, LAWNS OR OTHER PROPERTY, AND PURCHASER HEREBY AGREES TO INDEMNIFY AND HOLD LEZZER CASH & CARRY HARMLESS FROM ANY LIABILITY OCCURRING TO SAID PREMISES. INITIALS							
SOKK		1	1	RICHWOOD LITE CATHEDRAL KITCHEN			
			1/X	ONE B15			
			1/X	ONE 36B			
			2/X	TWO SHELF KITS (FOUR TOTAL FOR 18 BRB) 18BT KITS roll out trays			
			1/X	ONE 36RBS			
			1/X	ONE 24D			
			1/X	ONE 30Y			
			1/X	ONE 3F FILLER			

Deliver with Lezzer Lumber Building Materials Centers
Coming from Langston April 2nd
Coming April 3rd.

WE WILL BE GLAD TO ASSIST IN LOADING YOUR ORDER, HOWEVER, WE ARE NOT LIABLE FOR IMPROPER LOADING DAMAGE.		SUB-TOTAL	TAX %	TAX AMOUNT	TOTAL
<ul style="list-style-type: none"> WE CANNOT GUARANTEE PRICES ON THIS INVOICE UNLESS MATERIAL IS PICKED UP WITHIN 10 DAYS OF INVOICE DATE. All merchandise must be checked when received. No claims for shortages will be allowed after 24 hours of delivery. Material returned in good condition will be credited, but subject to a 20% charge to cover cost of handling. NO MATERIAL MAY BE RETURNED AFTER 30 DAYS. 		<p>Parties receiving an estimate will please examine the same carefully as we agree to furnish only the articles herein. Errors in extensions, omissions and footings are subject to corrections. A finance charge of 1 1/2% PER MONTH = APR 18% will be added to any unpaid balance past 30 days.</p> <p><i>Exhibit 'B17'</i></p> <p><i>I RECEIVED THE ABOVE MATERIAL IN GOOD CONDITION</i></p>			



SCHOFIELD STREET
CURWENSVILLE, PA 16833
814-236-0220

SHAFFER ROAD
DUBOIS, PA 15801
814-371-9311

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

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

194 CHAD ROAD
PENNSDALE, PA 17756
570-546-8026

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

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

CRANBERRY MALL
CRANBERRY, PA 16819
814-677-7422

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

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

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

TUESDAY 23

TYPE OF TRANSACTION	LOCATION
PICK TICKET	CURWENSVILLE

Page: 1

SOLD TO:

R & J'S BUSINESS, HOME
REPAIR & REMODELING
R.D.#1 BOX 321-A
WEST DECATUR

SHIP TO:

814-342-4962

PA 16878



INVOICE NO.
18285

CUST CODE	SEQ. NO.	TIME	TRANS. NO.	TRANS. DATE	STR. NO.	S'MAN	WRT. BY	OPER. NO.	DATE DEL'D	LOADER
13424962		11:14	18285	031902	1	99	117	081101	4-23-02	B5

ORDER/QUOTE NO.	P.O. NO.	JOB NUMBER	TRUCK NO.	DRIVER	SALESMAN
	PRESTASH JOB		1188	JG	Bill Gillen kitche

ITEM NO.	✓	QUAN. ORD.	QUAN. SHPD.	DESCRIPTION	UNITS	PRICE / UNIT	EXTENSION
** DELIVERY CONDITIONS ** IN THE EVENT PURCHASER ORDERS DELIVERY BEYOND THE CURB LINE, WE WILL NOT ASSUME LIABILITY FOR DAMAGE TO SIDEWALKS, DRIVEWAYS, LAWNS OR OTHER PROPERTY, AND PURCHASER HEREBY AGREES TO INDEMNIFY AND HOLD LEZZER CASH & CARRY HARMLESS FROM ANY LIABILITY OCCURRING TO SAID PREMISES. INITIALS							
VANGURA base		1	1	PRO-FORM TOP IN MESA RIDGE #4577-07			
413004		1	1	ONE PC 120" CAP RIGHT			
5391074		1	1	160 CFM STAINLS DUCTFREE RANGEHO			
2467C		2	2	SDB3322-4 6-1/2" DBL BOWL SINK			
5460200		1	1	STAINLESS STEEL BASKET STRAINER			
1228C		1	1	CL10M SINGLE KITCHEN NO SPRAY			
		1	1	SINK FAUCET HOLE COVER			
Lezzer Lumber Building Materials Centers							
Deliver with cabinets							
From Hot-Tag							
old door shop							
TKT 1123214							

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

SUB-TOTAL

TAX %

TAX AMOUNT

TOTAL

- WE CANNOT GUARANTEE PRICES ON THIS INVOICE UNLESS MATERIAL IS PICKED UP WITHIN 10 DAYS OF INVOICE DATE.
- All merchandise must be checked when received. No claims for shortages will be allowed after 24 hours of delivery. Material returned in good condition will be credited, but subject to a 20% charge to cover cost of handling.
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Parties receiving an estimate will please examine the same carefully as we agree to furnish only the articles herein. Errors in extensions, omissions and footings are subject to corrections. A finance charge of 1 1/4% PER MONTH = APR. 18% will be added to any unpaid balance past 30 days.

Exhibit 'B18'

I RECEIVED THE ABOVE MATERIAL IN GOOD CONDITION



SCHOFIELD STREET
CURWENSVILLE, PA 16833
814-236-0220

SHAFFER ROAD
DUBOIS, PA 15801
814-371-9311

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

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

194 CHAD ROAD
PENNSDALE, PA 17756
570-546-8026

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

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

CRANBERRY MALL
CRANBERRY, PA 16319
814-677-7422

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

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

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

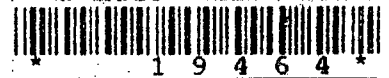
TYPE OF TRANSACTION	REPRINT	Page: 1	LOCATION
PICK TICKET			CURWENSVILLE

SOLD TO:

R & J'S BUSINESS, HOME
REPAIR & REMODELING
R.D. #1 BOX 321-A
WEST DECATUR

SHIP TO:

814-342-4962
PA 16878



INVOICE NO.
19464

CUST CODE	SEQ. NO.	TIME	TRANS. NO.	TRANS. DATE	STR. NO.	S'MAN	WRT. BY	OPER. NO.	DATE DELV'D	LOADER
13424962		15:30	19464	040202	1	26	31	081101	4/23/02	RR/HIPPS

ORDER/QUOTE NO.	P.O. NO.	JOB NUMBER	TRUCK NO.	DRIVER	SALESMAN
19463	PRETASH		1102	RR	Dale Tozer

ITEM NO.	QUAN. ORD.	QUAN. SHPD.	DESCRIPTION	UNITS	PRICE / UNIT	EXTENSION
** DELIVERY CONDITIONS ** IN THE EVENT PURCHASER ORDERS DELIVERY BEYOND THE CURB LINE, WE WILL NOT ASSUME LIABILITY FOR DAMAGE TO SIDEWALKS, DRIVEWAYS, LAWNS OR OTHER PROPERTY, AND PURCHASER HEREBY AGREES TO INDEMNIFY AND HOLD LEZZER CASH & CARRY HARMLESS FROM ANY LIABILITY OCCURRING TO SAID PREMISES. INITIALS						
448T	3	3x	#2 TREATED 4 X 4 - 8FT	.40		
2810T	3	3x	#2 TREATED 2 X 8 - 10FT	.40		
2816T	5	5x	#2 TREATED 2 X 8 - 16FT	.40		
288T	5	5x	#2 TREATED 2 X 8 - 8FT	.40		
54610TWE	27	27x	#1 TREAT DECK 5/4X6-10FT			
LU28	5	5x	LU28 JOIST HANGER (2X8)			
448T	2	2x	#2 TREATED 4 X 4 - 8FT	.40		
2812T	4	4x	#2 TREATED 2 X 8 - 12FT	.40		
288T	2	2x	#2 TREATED 2 X 8 - 8FT	.40		
5468TWE	14	14x	#1 TREAT DECK 5/4X6-8FT			
LU28	6	6x	LU28 JOIST HANGER (2X8)			
448T	2	2x	#2 TREATED 4 X 4 - 8FT	.40		
288C	3	3x	2 X 8 - 8FT #2 & BTR CONST			
268S	6	6x	2 X 6 - 8FT #2 & BTR CONST			
7160SB	2	2x	OSB BOARD 7/16" - 4 X 8			
XT25MPX	3	3x	XT25 MINT FROST 25/YR			
FELT	1	1x	UNDERLAYMENT FELT (400 SQ. FT.)			
448T	4	4x	#2 TREATED 4 X 4 - 8FT	.40		
2242BP	189	189x	2" X 2" X 42" BEVELED PICKETS			
248TWE	16	16x	#1 TREATED 2X4-8FT			
16DBOX5	2	2x	5# 10D SINKER NAILS			

SMALL STILFF
NEW BLDG

2Y AREA E

Dale 4/23

Changed shingle color and added 1-felt

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

SUB-TOTAL	TAX %	TAX AMOUNT	TOTAL

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

Exhibit 'B19'

I RECEIVED THE ABOVE MATERIAL IN GOOD CONDITION



**PE&S
INC.**

WHOLESALE DISTRIBUTORS
Industrial • Commercial • Residential
Mining • Lighting • Heating

PHILIPSBURG ELECTRIC & SUPPLY, INC.

9 W. Laurel Street, Philipsburg, PA 16866-1609
(814) 342-6405 • FAX (814) 342-3150

Invoice

DATE	NUMBER
04/23/02	84108
11:31:36	TERM:030

SOLD TO

R & J'S BUSINESS
HOME REPAIR & REMODELING
RD1 321A
WEST DECATUR PA 16878

SHIP TO

Prestash

CUSTOMER NO.	P.O. NO.	SLS	O/E	SHIP DATE	SHIP VIA	TERMS
1050		OE	BEC	04/23/02	PICKUP	Charge

LINE NO.	QTY. ORD.	QTY. SHIP	QTY. B.O.	ITEM DESCRIPTION	PRICE	U/M	AMOUNT
1	2	2		1453-2I 15A 125V GRD 3W TGL SW IVY	102.51	EA	2.05
2	3	3		5320-ICP 15A 125V 2P3W DUP REC IV 5-15R	46.90	EA	1.41
3	1	1		5180-0 1-G WP DUP REC CVR GRY	146.23	EA	1.46
4	1	1		5320-CP 15A 125V 2P3W DUP REC BR 5-15R	46.90	EA	0.47
5	1	1		36010 1-G WP BX W/3 1/2"KOS 3RY	207.20	EA	2.07
6	4	4		474 3/8"2-SCW DIE/C RX CONN (100)	11.93	EA	0.48
7	1	1		1451-2I 15A 125V GRD SP TGL SW IV	60.30	EA	0.60
8	3	3		THOP115 15A 120V 1P PLUG-IN SLIM O LIN	3.64	EA	10.92
9	1	1		12/2WG BX 20A 600V 90C NM 2C CAB (250)	22.45	BX	22.45
10	1	1		SMS700 700WM RACEWAY 10' IV (100)	66.60	EA	6.66
11	1	1		SMS5747-2 2-G 4-3/4X 4-3/4 BX 1-3/8 D	600.32	EA	6.00
12	1	1		85009 2-G SW PLT IV	44.95	EA	0.45
13	4	4		SMS5747 1-G 4-5/8X 2-7/8 BX 1-3/8 D	309.54	EA	12.38
14	4	4		86003 1-G DUPL REC PLT IV	21.70	EA	0.87

20% RESTOCK FEES ON MATERIAL AFTER 7 DA
NO RETURNS ON SPECIAL ORDERS & CUT WIRE

THANK YOU!

Merchandise covered by this invoice is not subject to return without authorization. When so authorized a 20% handling charge will be made. Claims for broken merchandise are to be made with the carrier. Merchandise to be returned, not acceptable after 3 days. NO CASH REFUND. We reserve the right to charge past due accounts 1 1/2% interest per month from due date plus any expense incurred by the corporation in collecting the account. The charge in interest on an annual basis is 18%.

PICKED BY	CHECKED BY
-----------	------------

RECEIVED BY *[Signature]* DATE

SUB TOTAL	68.27
SALES TAX PA	4.10
TOTAL AMOUNT	72.37

Exhibit 620 COPY



**PE&S
INC.**

WHOLESALE DISTRIBUTORS
Industrial • Commercial • Residential
Mining • Lighting • Heating

PHILIPSBURG ELECTRIC & SUPPLY, INC.

9 W. Laurel Street, Philipsburg, PA 16866-1609
(814) 342-6405 • FAX (814) 342-3150

Invoice

DATE	NUMBER
04/24/02	84136
11:21:01	TERM:032

S
O
L
D
T
O

R & J'S BUSINESS
HOME REPAIR & REMODELING
RD1 321A
WEST DECATUR PA 16878

S
H
I
P
T
O

PRESTACH JOE

CUSTOMER NO.	P.O. NO.	SLS	O/E	SHIP DATE	SHIP VIA	TERMS
1050		05	PK	04/24/02	PICKUP	Charge

LINE NO.	QTY. ORD.	QTY. SHIP	QTY. B.O.	ITEM DESCRIPTION	PRICE	U/M	AMOUNT
1	1	1		TP508 1-G BLNK HANDY BX CVR	21.07	EA	0.21
2	1	1		523 3"X 2"SW BX 2-1/2"D RX/CLAMP	150.22	EA	1.50
3	1	1		SM5700 700WM RACEWAY 10' IV (100)	66.60	EA	6.66
20% RESTOCK FEES ON MATERIAL AFTER 7 DA NO RETURNS ON SPECIAL ORDERS & CUT WIRE							
THANK YOU!							

Merchandise covered by this invoice is not subject to return without authorization. When so authorized a 20% handling charge will be made. Claims for broken merchandise are to be made with the carrier. Merchandise to be returned, not acceptable after 3 days. NO CASH REFUND. We reserve the right to charge past due accounts 1 1/2% interest per month from due date plus any expense incurred by the corporation in collecting the account. The charge in interest on an annual basis is 18%.

PICKED BY	CHECKED BY
-----------	------------

RECEIVED BY

DATE

Exhibit B21

SUB TOTAL	3.37
SALES TAX PA	0.51
TOTAL AMOUNT	3.88



SCHOFIELD STREET
CURWENSVILLE, PA 16833
814-236-0220

SHAFFER ROAD
DUBOIS, PA 15801
814-371-9311

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

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

194 CHAD ROAD
PENNSDALE, PA 17756
570-546-8026

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

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

CRANBERRY MALL
CRANBERRY, PA 16319
814-677-7422

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

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

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

TYPE OF TRANSACTION

QUOTE/ESTIMATE

LOCATION

CURWENSVILLE

Page: 1

SOLD TO:

R & J BUSINESS

SHIP TO:



INVOICE NO.
17908

CUST CODE	SEQ. NO.	TIME	TRANS. NO.	TRANS. DATE	STR. NO.	S'MAN	WRT. BY	OPER. NO.	DATE DELV'D	LOADER
10000009		09:41	17908	031402	1	99	117	071601		

ORDER/QUOTE NO.	P.O. NO.	JOB NUMBER	TRUCK NO.	DRIVER	SALESMAN
					Bill Gillen kitch

ITEM NO.	✓	QUAN. ORD.	QUAN. SHPD.	DESCRIPTION	UNITS	PRICE / UNIT	EXTENSION
PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE ANYTIME AFTER 14 DAYS FROM DATE OF ESTIMATE. LEZZER LUMBER CO. ASSUMES NO RESPONSIBILITY FOR ACCURACY OF TAKE-OFFS FROM DRAWINGS OR BLUE PRINTS OR THAT THE PRODUCTS LISTED WILL BE SUFFICIENT TO COMPLETE CUSTOMERS INTENDED PROJECT. CUSTOMERS SHOULD HAVE A QUALIFIED ENGINEER OR ARCHITECT REVIEW ALL QUANTITIES.							
413004		1	1	160 CFM STAINLS DUCTFREE RANGEHO	1.000	59.950EA	59.95
5391074		1	1	SDB3322-4 6-1/2" DBL BOWL SINK	1.000	69.990EA	69.99
2467C		2	2	STAINLESS STEEL BASKET STRAINER	2.000	6.990EA	13.98
5460200		1	1	CL10M SINGLE KITCHEN NO SPRAY	1.000	36.990EA	36.99
VANGURA		1	1	PRO-FORM TOP IN A MESA PATTERN	1.000	289.560EA	289.56

Freight Amt: 0.00

Misc Chrg Amt:

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

SUB-TOTAL	TAX %	TAX AMOUNT	TOTAL
470.47	6.000	28.23	498.70

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

- NO MATERIAL MAY BE RETURNED AFTER 30 DAYS.

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

OPEN AMOUNT DUE:

X

Exhibit 'B002'

I RECEIVED THE ABOVE MATERIAL IN GOOD CONDITION

also asking 10% Late Fee's
of \$243.00 ~~of \$74.00~~ Court Cost.

WORK ORDER

\$317.00 Total.

TO

Albert & Leadeth Prestash
RR4 Box 241
Phillipsburg pa 16866

TERMS:

Albert & Leadeth Prestash

QTY.

MATERIAL

PRICE

AMOUNT

DESCRIPTION OF WORK

> DO TO NATURE of verbal & mental
abuse from the customer
I abort the job & request
customer please pay balance
due for labor & extra
materials added during course
of work while working there.

NOTICE
of payment
due!

Thank you

within 14 days
upon receipt.

PHONE <u>342-2377</u>	DATE OF ORDER <u>4-22-02</u>
ORDER TAKEN BY <u>Rick Church</u>	CUSTOMER'S ORDER NUMBER
<input checked="" type="checkbox"/> DAY WORK	<input type="checkbox"/> CONTRACT
<input checked="" type="checkbox"/> EXTRA	
JOB NAME/NUMBER <u>Albert & Leadeth Prestash</u>	
JOB LOCATION <u>Phillipsburg</u>	
JOB PHONE <u>342-2377</u>	STARTING DATE <u>4-22-02</u>

OTHER CHARGES

Drop ceiling materials	300.00
1/4" OSB Flooring	69.91
1 gal egg shell paint	20.99
Electric Box & misc	40.00

TOTAL OTHER

LABOR	HRS.	RATE	AMOUNT
Rick Church			1600.00
Janice Church			400.00

TOTAL LABOR 2000.00

TOTAL MATERIALS 930.90

TOTAL OTHER 1

TAX
TOTAL 2930.90

Work ordered by _____

Signature _____

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

Thank You

Exhibit 'C'

#2747.99

Lap over margin

FILED
SEP 10 2002

W William A. Shaw
Prothonotary

R. DENNING GEARHART
ATTORNEY AT LAW
CLEARFIELD, PA. 16830

Atty pd.
86.00
3 cc Atty
J

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

RICHARD CHURCH and :
JAMIE CHURCH, husband and wife, :
Plaintiffs :

VS. :

NO. 02-1407-CD

ALBERT PRESTASH and :
LEADETH PRESTASH, husband and :
wife, :
Defendants :

FILED

OCT 03 2002

TO: ALBERT PRESTASH and
LEADETH PRESTASH, Defendants
through their attorney
JOHN R. CARFLEY, ESQUIRE

William A. Shaw
Prothonotary

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION
REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM
THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU
WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER
IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE.
IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR
TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL
HELP.

COURT ADMINISTRATOR'S OFFICE
Clearfield County Courthouse
Second & Market Streets
Clearfield, PA 16830
(814) 765-2641 Ext. 50-51

Dated: October 2, 2002

By: 

R. Denning Gearhart, Esquire

FILED

OCT 03 2002

0 19:38:41

NO
cc
[Signature]

William A. Shaw
Prothonotary

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

RICHARD CHURCH and
JAMIE CHURCH, husband and wife,
Plaintiffs

VS.

NO. 02-1407-CD

ALBERT PRESTASH and
LEADETH PRESTASH, husband and
wife,

Defendants

FILED

OCT 03 2002

CERTIFICATE OF SERVICE

William A. Shaw
Prothonotary


That on the 11th day of September, 2002, I served a certified copy of the
Complaint filed in this proceeding on the following and in the following manner:

U.S. POSTAL SERVICE, FIRST CLASS MAIL, POSTAGE PRE-PAID

John R. Carfley, Esquire
Attorney for Defendants
222 Presqueisle Street
P.O. Box 249
Philipsburg, PA 16866

I certify under penalty of perjury that the foregoing is true and correct.

Dated: October 2, 2002


R. Denning Gearhart, Esquire
Attorney for Defendant

FILED

NO
cc

219:32
OCT 03 2002

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KAP

William A. Shaw
Prothonotary

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

RICHARD CHURCH and :
JAMIE CHURCH, husband and wife :
Plaintiffs

vs. : No. 02-1407-CD

ALBERT PRESTASH, and :
LEADTH PRESTASH, his wife : Type of Pleading:
Defendants : ANSWER, NEW MATTER &
COUNTERCLAIM
:
: Filed on behalf of: Defendants

John R. Carfley, Esq.
Attorney for Defendants
P. O. Box 249
Philipsburg, Pa., 16866
(814) 342-5581

FILED

01/11/56

OCT 04 2002

1 cc to att.
AM

William A. Shaw
Prothonotary

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

RICHARD CHURCH and :
JAMIE CHURCH, husband and wife :
Plaintiffs

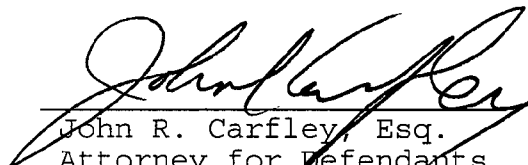
vs. : No. 02-1407-CD

ALBERT PRESTASH, and :
LEADTH PRESTASH, his wife :
Defendants :

TO: Richard Church & Jamie Church
c/o R. Denning Gearhart, Esq.
215 East Locust Street
Clearfield, Pa., 16830

NOTICE TO PLEAD

In accordance with Rules 1026 and 1361 of the Pennsylvania Rules of Civil Procedure, you are hereby notified to plead to the within Answer and New Matter within twenty (20) days from service hereof or a Default Judgment may be entered against you.


John R. Carfley, Esq.
Attorney for Defendants
P. O. Box 249
Philipsburg, Pa., 16866
(814) 342-5581

Dated: October 3, 2002

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

RICHARD CHURCH and :
JAMIE CHURCH, husband and wife :
Plaintiffs

vs. : No. 02-1407-CD

ALBERT PRESTASH, and :
LEADTH PRESTASH, his wife :
Defendants :

DEFENDANTS' ANSWER, NEW MATTER AND COUNTERCLAIM

AND NOW come the defendants, Albert Prestash and Leadth Prestash, who by and through their attorney, John R. Carfley, Esquire, file the foregoing and in support thereof aver as follows:

1. Admitted.

2. Denied. Defendants address is 1474 Troy, Hawk Run Hwy, Philipsburg, Clearfield County, Pennsylvania.

3. Denied. On the contrary it is averred that after reasonable investigation, defendants are without knowledge sufficient to form a belief as to the truth of the averment set forth therein and insofar as relevant, proof thereof is demanded at time of trial.

4. Denied. On the contrary it is averred that after reasonable investigation, defendants are without knowledge sufficient to form a belief as to the truth of the averment set forth therein and insofar as relevant, proof thereof is demanded at time of trial.

5. Admitted.

6. Admitted.

7. Denied. On the contrary it is averred that after

reasonable investigation, defendants are without knowledge sufficient to form a belief as to the truth of the averment set forth in Paragraph 7 and insofar as relevant, proof thereof is demanded at time of trial.

8. It is specifically denied that Plaintiffs were requested to do work beyond the contract as specified in Exhibit A. Insofar as relevant, proof thereof is demanded at time of trial as is proof of the expenditures made for purchases outside the scope of the original contract.

9. Denied. On the contrary it is averred that Paragraph 9 of Plaintiffs' complaint sets forth scandalous and impertinent matter which is irrelevant and immaterial to the matter at issue and insofar as said averments impact on this proceeding, proof thereof is demanded at time of trial.

10. It is specifically denied that defendants undertook any actions which prevented the plaintiff from completing their work on this job or in any way engaged in activity which could be interpreted as a discharge of the plaintiffs from further work as required by the provisions of the contract.

11. It is admitted that the plaintiffs were not paid certain sums that were set forth in the original contract, however, it is denied that these payments were due or were not made as a result of any actions by the defendants and insofar as relevant, proof thereof is demanded at time of trial.

WHEREFORE, defendants request that this court enter judgment in favor of the defendants and against the plaintiffs and dismiss plaintiff's claim together with costs of this proceeding.

NEW MATTER

12. The averments of Paragraphs 1 through 11 are incorporated herein by reference as fully as though set forth at length.

13. On March 12, 2002, defendants entered into a contract with R & J's Business Home Repair & Remodeling for the remodeling of their kitchen and diningroom for the sum of \$8,719.11. A copy of said contract is attached to Plaintiff's Complaint as Exhibit A.

14. Defendants paid plaintiffs the sum of \$4,359.55 on March 20, 2002.

15. Plaintiffs performed some part of the work contracted for but did not complete the job as required by the contract.

16. The work performed by the plaintiffs pursuant to the contract set forth as Exhibit A was substandard and did not meet the acceptable practices and standards of the trade in Centre and Clearfield Counties. Moreover the work performed was done in a negligent and unworkmanlike manner and resulted in damages to the defendants more specifically hereinafter set forth.

17. The work performed by the plaintiff was not completed in a timely fashion and resulted in expenditures by the defendants in order to rectify the situation all of which is more fully set forth hereinafter.

18. The work performed by the plaintiff was substandard in that less than two weeks subsequent to the completion of the work pursuant to the initial provisions of the contract the ceiling constructed in the kitchen area of the defendants' home by the plaintiff collapsed due to inferior workmanship, inferior materials and substandard practices all to the detriment and expense of the

defendants herein.

19. In addition to the damages hereinabove specified the plaintiff installed plumbing fixtures of an inferior size as a result of which the faucet was loose and caused leaks within the double sink causing great inconvenience to the defendants and resulting in additional expenses for the replacement thereof. In conjunction therewith the drain servicing the double sink hereinabove referenced collapsed all of which was rectified by retaining a subcontractor outside the terms and provisions of this contract.

20. As part of the original contract plaintiff was to install cabinets which he failed to anchor as a result of which the cabinets are mobile thus causing the ceramic counter top to shift and split resulting in additional damages to the defendants.

21. Plaintiff installed improper subflooring for the eventual overlayment of linoleum all of which required the removal of the subflooring to the detriment and expense of the defendants.

22. Plaintiff failed to replace all baseboards at or along the sections of wall and/or plasterboard and replaced throughout the course of construction.

23. Plaintiff engaged in negligent conduct and substandard activity including but not limited to the following:

a. Failed to finish the baseboards surrounding the cabinetry and to anchor the cabinetry in an appropriate fashion.

b. Improperly installed lighting within the ceiling area in that the lighting was not centered in the room which will require corrective action by a subcontractor.

c. Failed to install outlets above the cabinetry and counter-tops as a result of which the defendants were required to use extension cords to access electrical outlets.

d. The base cabinets and overheard cabinets are of different shades and designs and are not matching although originally priced and ordered to be so.

e. Failed to install a crib for the range so as to provide an exhaust fan to the exterior of the home although contracted to do so.

f. Installed an overhead cabinet upside down.

g. Improperly painted hinges on or about the cabinetry.

h. Failed to provide a storm door although that constituted part of the contract.

i. Failed to provide flooring including linoleum for the kitchen with labor and materials to install the same.

j. Failed to install a porch although that was part of the original contract.

24. As a result of the negligent and careless behavior and conduct of the contractor defendants incurred additional expenses in and about their property to correct the defective workmanship in an unliquidated amount in excess of \$10,000.00.

WHEREFORE, Defendants demand that judgment be entered in favor of the defendants and against the plaintiff in as yet an unliquidated amount in excess of \$10,000.00.

COUNTERCLAIM

25. The averments of Paragraphs 1 through 24 are incorporated herein by reference as fully as though set forth at length.

26. That as a result of the negligence and carelessness of the plaintiff the defendants have been forced to expend certain sums to rectify the condition of the improvement.

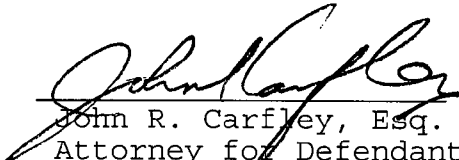
27. At the present time the said expenditures are unliquidated but are believed to be an amount not to exceed \$10,000.00.

28. In addition plaintiffs will require the expenditure of additional sums to rectify and/or complete the provisions of the contract left undone by the plaintiff which work includes the following:

- a. Repair and re-anchor the ceiling.
- b. Install baseboards.
- c. Anchor the cabinetry.
- d. Complete all molding around the sink.
- e. Install spouting on the constructed porch.

29. It is believed and therefore averred that the improvements and repairs necessitated by the negligence of the plaintiff will result in expenditures exceeding \$10,000.00 demand for which has been made.

WHEREFORE, defendants request this Honorable Court to enter judgment in favor of the defendants and against the plaintiff in the amount in excess of \$10,000.00 together with interest thereon and costs of this proceeding.


John R. Carfley, Esq.
Attorney for Defendants
P. O. Box 249
Philipsburg, Pa., 16866
(814) 342-5581
ID #17621

Dated: October 3, 2002

VERIFICATION

I hereby verify that the statements made in this instrument are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

Carlbert W. Prestash
Leadeth E. Prestash

Dated: October 1, 2002

Notary Public
for the State of Pennsylvania
My Comm. Expires 12/31/2004

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

RICHARD CHURCH and :
JAMIE CHURCH, husband and wife :
Plaintiffs

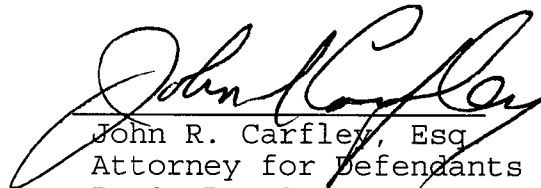
vs. : No. 02-1407-CD

ALBERT PRETASH, and :
LEADTH PRETASH, his wife :
Defendants :

CERTIFICATE OF SERVICE

I, John R. Carfley, Esquire, hereby certify that on October 4, 2002, a true and correct copy of Defendants' Answer, New Matter and Counterclaim was served upon the following plaintiffs' attorney, by United States First Class Mail, postage prepaid:

R. Denning Gearhart, Esq.
215 East Locust Street
Clearfield, Pa., 16830


John R. Carfley, Esq.
Attorney for Defendants
P. O. Box 249
Philipsburg, Pa., 16866
(814) 342-5581

FILED

OCT 04 2002 *SA*
0/11:56 *NO CC*
William A. Shaw
Prothonotary

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

RICHARD CHURCH and
JAMIE CHURCH, husband and wife,
Plaintiffs

VS.

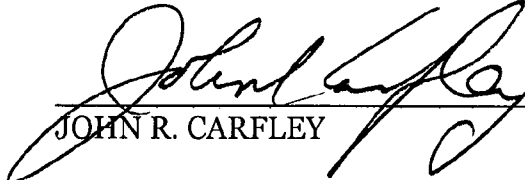
NO. 02-1407-CD

ALBERT PRESTASH and
LEADETH PRESTASH, husband and
wife,

Defendants

ACCEPTANCE OF SERVICE

I, JOHN R. CARFLEY, Attorney for the Defendants, Albert Prestash
and Leadeth Prestash, in the above referenced action, do hereby accept service of the
Complaint filed in the above captioned action.


JOHN R. CARFLEY

DATE: 10/3/02

FILED

OCT 14 2002

William A. Shaw
Prothonotary

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

RICHARD CHURCH and :
JAMIE CHURCH, husband and wife, :
Plaintiffs :

VS. :

NO. 02-1407-CD

ALBERT PRETASH and :
LEAETH PRETASH, husband and :
wife, :
Defendants :

CASE NUMBER: 02-1407-CD

TYPE OF CASE: Civil

TYPE OF PLEADING: **PLAINTIFF'S ANSWERS TO DEFENDANT'S
NEW MATTER and COUNTERCLAIM**

FILED ON BEHALF OF: Plaintiffs

COUNSEL OF RECORD FOR THIS PARTY: R. DENNING GEARHART, ESQUIRE
Supreme Court I.D. #26540
215 East Locust Street
Clearfield, PA 16830
(814) 765-1581

FILED

OCT 31 2002

William A. Shaw
Prothonotary

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

RICHARD CHURCH and	:	
JAMIE CHURCH, husband and wife,	:	
Plaintiffs	:	
VS.	:	NO. 02-1407-CD
	:	
ALBERT PRESTASH and	:	
LEADETH PRESTASH, husband and	:	
wife,	:	
Defendants	:	

ANSWER TO DEFENDANTS' NEW MATTER

AND NOW, comes Plaintiffs, by and through their attorney, R. Denning Gearhart, who answers Defendants' New Matter and Counterclaim, and avers as follows:

12. No answer required.
13. Admitted insofar as the averment in paragraph 13 goes. It is noted that the contract also called for the construction of a deck as well as other work in the living room.
14. Admitted.
15. Admitted except for plaintiff's earlier averment that they were denied an opportunity to complete the job because of the defendant's abusive behavior.
16. Denied. Strict proof required at trial.
17. Denied that the work was not completed in a timely fashion. Otherwise, proof required at trial.
18. Denied as to inferior workmanship, inferior materials, sub-standard practices. Otherwise, strict proof required at trial.

19. Denied as to any sub-standard work or materials. However, it is noted as follows: Plaintiff had been aware that the plumbing fixture was incorrect and had taken steps to correct it in that he had ordered from Lezzer's the proper fixture and it was to be delivered. However, because of the defendant's abusive behavior and constructive dismissal of him from the job, he was unable to take steps to correct this.

20. Denied. The counter top was not ceramic and the plaintiff is not aware of what the defendant claims. Strict proof is required at trial.

21. Denied that he installed improper sub-flooring. As to the removal of the sub-flooring, strict proof required at trial.

22. Denied. Of the baseboards that needed to be replaced as per the contract, plaintiffs did in fact replace the baseboards. Otherwise, denied in that the contract did not call for more baseboards to be replaced.

23. a. Denied that the plaintiff failed to finish the baseboards or to anchor the cabinetry in an appropriate fashion. More specifically, the baseboards could not be completed until the linoleum was laid. The parties had agreed that the linoleum would be laid by a third party. The defendants had failed to agree on somebody to complete that part of the work and had been harassing the plaintiff to do that work, even though the contract did not call for it and it was specifically omitted, as evidenced by this task being crossed out on the contract.

b. Denied, strict proof required at trial.

c. Denied in that the plaintiff never agreed to install outlets.

d. Denied that the cabinets are a different shade and design.

e. Denied in that this called for a task that was beyond the contract between

the parties.

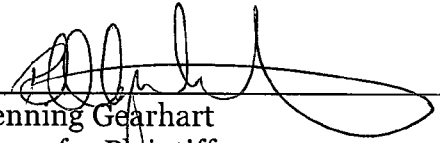
- f. Denied that there was a cabinet installed upside down.
 - g. Denied that any hinges were painted improperly.
 - h. Denied in that a storm door was not required by the contract.
 - i. Denied that he was responsible for providing the flooring or linoleum. The same was specifically excluded from the contract.
 - j. Denied in that plaintiff was unable to install the porch because of the verbal abuse heaped upon him by the defendants.
24. Denied for all the reasons set forth above.

ANSWER TO DEFENDANTS' COUNTERCLAIM

- 25. No answer required.
- 26. Denied, strict proof required at trial.
- 27. Denied, strict proof required at trial.
- 28. Denied, strict proof required at trial.
- 29. No answer required.

WHEREFORE, Plaintiffs pray your Honorable Court to enter judgment in favor of the Plaintiffs and against the Defendants in the amount in excess of \$10,000.00, together with interest thereon and costs of this proceeding.

Respectfully submitted,


R. Denning Gearhart
Attorney for Plaintiffs

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF CLEARFIELD :

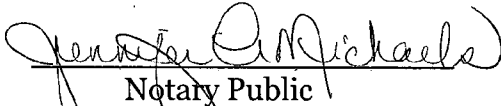
AFFIDAVIT

Before me, the undersigned officer, personally appeared, RICHARD CHURCH and JAMIE CHURCH, who being duly sworn according to law deposes and says that the facts set forth in the foregoing Answer are true and correct to the best of their knowledge, information, and belief.


RICHARD CHURCH


JAMIE CHURCH

Sworn to and subscribed
before me this 31st day
of October, 2002.


Notary Public

NOTARIAL SEAL
JENNIFER A. MICHAELS, NOTARY PUBLIC
CLEARFIELD BORO., CLEARFIELD CO.
MY COMMISSION EXPIRES JUNE 17, 2003

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FILED

2002

01/31/98 R. Denning Gearhart

OCT 31 2002

KA

William A. Shaw
Prothonotary

R. DENNING GEARHART
ATTORNEY AT LAW
CLEARFIELD, PA. 16830

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

RICHARD CHURCH and
JAMIE CHURCH, husband and wife,
Plaintiffs

VS.

ALBERT PRESTASH and
LEADETH PRESTASH, husband and
wife,

Defendants

NO. 02-1407-CD

FILED

NOV 01 2002

William A. Shaw
Prothonotary

CERTIFICATE OF SERVICE

That on the 31st day of October, 2002, I served a certified copy of Plaintiffs' Answers to Defendants' New Matter and Counterclaim filed in this proceeding on the following and in the following manner:

U.S. POSTAL SERVICE - FIRST CLASS MAIL - POSTAGE PREPAID

John R. Carfley, Esquire
222 Presqueisle Street
P.O. Box 249
Philipsburg, PA 16866

I certify under penalty of perjury that the foregoing is true and correct.

Dated: October 31, 2002


R. Denning Gearhart, Esquire
Attorney for Plaintiffs

FILED

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William A. Shaw
Prothonotary

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

RICHARD CHURCH and :
JAMIE CHURCH, husband and wife, :
Plaintiffs :

VS. :

NO. 02-1407-CD

ALBERT PRESTASH and :
LEADETH PRESTASH, husband and :
wife, :
Defendants :

CASE NUMBER: 02-1407-CD

TYPE OF CASE: Civil

TYPE OF PLEADING: PRAECIPE TO PLACE ON LIST FOR ARBITRATION

FILED ON BEHALF OF: Plaintiffs

COUNSEL OF RECORD FOR THIS PARTY: R. DENNING GEARHART, ESQUIRE
Supreme Court I.D. #26540
215 East Locust Street
Clearfield, PA 16830
(814) 765-1581

FILED

MAR 06 2003

William A. Shaw
Prothonotary

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

RICHARD CHURCH and :
JAMIE CHURCH, husband and wife, :
Plaintiffs :

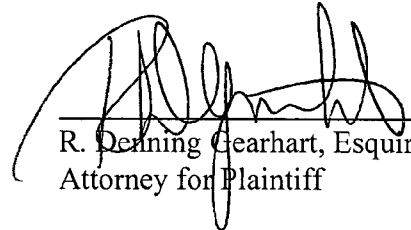
VS. : NO. 02-1407-CD

ALBERT PRETASH and :
LEADETH PRETASH, husband and :
wife, :
Defendants :

PRAECIPE TO PLACE ON LIST FOR ARBITRATION

TO THE PROTHONOTARY OF CLEARFIELD COUNTY:

Please place the above captioned action on the List for Arbitration.



R. Denning Gearhart, Esquire
Attorney for Plaintiff

Date: March 6, 2003

FILED

MAR 06 2003

0/2:27 p.m.

William A. Shaw
Prothonotary

EN

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

RICHARD CHURCH and
JAMIE CHURCH, husband and wife,
Plaintiffs

VS.

ALBERT PRETASH and
LEAETH PRETASH, husband and
wife,
Defendants

:
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:

No. 02-1407-CD

CASE NUMBER:

No. 02-1407-CD

TYPE OF CASE:

Civil

TYPE OF PLEADING:

CERTIFICATE OF SERVICE

FILED ON BEHALF OF:

Plaintiffs

COUNSEL OF RECORD FOR THIS PARTY:

R. DENNING GEARHART, ESQUIRE
Supreme Court I. D. #26540
215 East Locust Street
Clearfield, PA 16830
(814) 765-1581

FILED

MAR 07 2003
0110451 noc
William A. Shaw
Prothonotary

[Signature]

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

RICHARD CHURCH and
JAMIE CHURCH, husband and wife,
Plaintiffs

VS.

No. 02-1407-CD

ALBERT PRETASH and
LEADETH PRETASH, husband and
wife,
Defendants

CERTIFICATE OF SERVICE

This is to certify that the undersigned has on this date served a copy
of the Praeceptum to Place on List for Arbitration filed in the above captioned matter on the
Defendant through Defendant's attorney by depositing such documents in the United States
Mail postage pre-paid and addressed as follows:

John R. Carfley, Esq.
222 Presqueisle Street
P. O. Box 249
Philipsburg, PA 16866

By: _____

R. Denning Gearhart, Esq.
Attorney for Plaintiffs

Dated: March 6, 2003

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

**RICHARD CHURCH and
JAMIE CHURCH, husband and wife,
Plaintiffs**

VS.

**ALBERT PRETASH and
LEAETH PRETASH, husband and
wife,
Defendants**

NO. 02- 1407-CD

PLAINTIFF'S PRETRIAL STATEMENT

Procedural History

1. Plaintiff commenced this matter with a complaint before the Magistrate. Judgment was entered in his favor. Defendants appealed. Plaintiff filed the complaint commencing this action.

Facts

2. Plaintiff was hired to do certain construction and remodeling work for the Defendants. Plaintiff commenced work and purchased the materials necessary for the work. Plaintiff also refused other work so he could complete this job. However, Plaintiff was subjected to a tirade from both of the Defendants, often using foul language, and calling him names. Plaintiff found it impossible to complete his job because of that behavior. Therefore, Plaintiff believes he was constructively denied an opportunity to complete his job, and therefore, suffered an economic loss for which this suit is brought.

Damages

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MAY 29 2003

**COURT ADMINISTRATOR'S
OFFICE**

3. Plaintiff seeks compensation for the remainder owed to him for the job. In the alternative, he seeks compensation for materials supplied, and the work performed to date.

Plaintiff's Legal Theory For Recovery

4. Plaintiff believes that the behavior of the Defendants was such that he was constructively fired or otherwise denied his chance to complete the job.

Defendant's Legal Theory for Defense and Counterclaim

5. Unknown.

Stipulations

6. None.

Extraordinary Legal and Evidentiary Issues

7. Was the plaintiff constructively fired or otherwise denied a chance to complete the job?

Special Points for Charge

8. Not applicable.

Names and Addresses of Witness; Purpose of Their Testimony

9. Plaintiff.

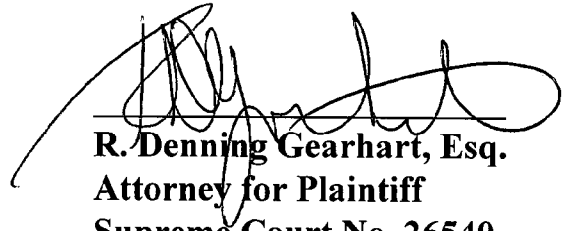
Exhibits

10. Copies of receipts attached.

Estimated Time For Trial

11. Two hours.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'R. Denning Gearhart', is written over a horizontal line.

**R. Denning Gearhart, Esq.
Attorney for Plaintiff
Supreme Court No. 26540
215 East Locust Street
Clearfield, PA 16830
(814)765-1581**

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

RICHARD CHUCH & JAMIE CHURCH,
husband and wife,
Plaintiffs

VS.

ALBERT PRESTASH & LEADETH PRESTASH,
husband and wife,
Defendants

PLAINTIFF'S PRETRIAL STATEMENT
NO. 02-1407-CD

R. DENNING GEARHART
ATTORNEY AT LAW
CLEARFIELD, PA. 16830

JOHN R. CARFLEY
ATTORNEY AT LAW
222 PRESQUEISLE STREET
P. O. BOX 249
PHILIPSBURG, PENNSYLVANIA 16866

Arb 6-11-03 830

May 30, 2003

AREA CODE 814
TELEPHONE 342-5581
FAX 342-1127

Marcy Kelley
Deputy Court Administrator
Courthouse
Clearfield, Pa., 16830

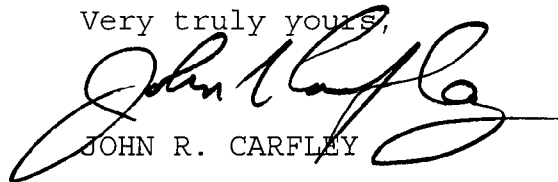
RE: Richard Church et. ux.
vs. Albert Prestash et. ux.
No. 02-1407-CD

Dear Marcy:

Please find enclosed Defendants' Pre-Trial Statement relative to the above captioned matter.

Thank you for your consideration.

Very truly yours,


JOHN R. CARFLEY

JRC:sm

Encls

CC: R. Denning Gearhart, Esq.
Michael Yeager, Esq.
Ronald Collins, Esq.
Christopher J. Shaw, Esq.

RECEIVED

JUN 02 2003

**COURT ADMINISTRATOR'S
OFFICE**

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

RICHARD CHURCH and :
JAMIE CHURCH, husband and wife :
Plaintiffs

vs. : No. 02-1407-CD

ALBERT PRESTASH, and :
LEADTH PRESTASH, his wife :
Defendants :

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JUN 02 2003
COURT ADMINISTRATORS
OFFICE

DEFENDANTS' PRETRIAL STATEMENT

PROCEDURAL HISTORY

1. Plaintiff commenced this matter by complaint. Defendants filed an Answer, New Matter and Counterclaim to which Plaintiff responded. The matter is now at issue before this panel.

FACTS

2. On March 12, 2002, Defendants entered into a contract with R & J's Business Home Repair and Remodeling for the remodeling of their kitchen and diningroom for the sum of \$8,719.11. Defendants paid Plaintiff \$4,359.55 on March 20, 2002. Plaintiff performed some part of the work contracted for but did not complete the job as required by the contract. The work performed by the plaintiff pursuant to the contract was substandard and did not meet the acceptable practices and standards of the trade in Centre and Clearfield Counties. Moreover the work performed was done in a negligent and unworkmanlike manner and resulted in damages to the defendants. The work performed by the plaintiff was not completed in a timely fashion and resulted in expenditures by the defendants in order to rectify the situation all of which was more fully set in Defendants' New Matter and Counterclaim the following of which is a statement:

a. Failed to finish the baseboards surrounding the cabinetry and to anchor the cabinetry in an appropriate fashion.

b. Improperly installed lighting within the ceiling area in that the lighting was not centered in the room which will require corrective action by a subcontractor.

c. Failed to install outlets above the cabinetry and counter-tops as a result of which the defendants were required to use extension cords to access electrical outlets.

d. The base cabinets and overheard cabinets are of different shades and designs and are not matching although originally priced and ordered to be so.

e. Failed to install a crib for the range so as to provide an exhaust fan to the exterior of the home although contracted to do so.

f. Installed an overhead cabinet upside down.

g. Improperly painted hinges on or about the cabinetry.

h. Failed to provide a storm door although that constituted part of the contract.

i. Failed to provide flooring including linoleum for the kitchen with labor and materials to install the same.

j. Failed to install a porch although that was part of the original contract.

DAMAGES

3. Defendants seek compensation for various defects in the workmanship provided by the Plaintiff specifically various items which they repaired or now seek repair through the services of John Naddeo, t/d/b/a The Remodeling Shop. These invoices and repair vouchers are attached hereto as Exhibits A through .

DEFENDANTS' LEGAL THEORY FOR RECOVERY

4. It is Defendants contention that the Plaintiff breached their contract in that the plaintiff performed work which was substandard and did not comply with the usual standards of the trade in the Clearfield and Centre County region. As a result defendants have been forced to secure the services of workmen and contractors to correct the defects in the work occasioned by the substandard performance of the repairs and remodeling undertaken by the Plaintiff.

DEFENDANTS' LEGAL THEORY FOR DEFENSE AND COUNTERCLAIM

5. It is the defendants position that the Plaintiff by breaching their contract through substandard performance negated their right to recovery and further opened themselves to a claim for repair of the defects readily observable to individuals similarly engaged in the building trades. It is Defendants' further contention that the costs of these repairs exceed the sums alleged to be due and owing the Plaintiff in the claim which they assert. Plaintiff's failure to complete the contract in a good and workmanlike manner and consistent with the standards of the trade exposes them to liability and damages for breach of contract under standard theories of contract law.

STIPULATIONS

6. None.

EXTRAORDINARY LEGAL AND EVIDENTIARY ISSUES

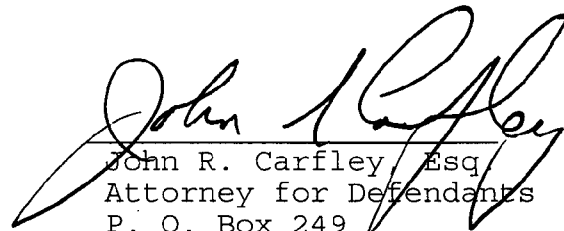
7. No extraordinary legal and evidentiary issues are contemplated.

WITNESSES:

8. (1) Albert Prestash
(2) Leadeth Prestash
(3) John Naddeo, The Remodeling Shop, 111 N. Third Street,
Clearfield, Pa., 16830.

EXHIBITS

9. (1) Copy of contract.
(2) Copies of receipts attached hereto for work completed by
other contractors and receipts for materials.
(3) Copy of estimate from the Remodeling Shop in order to
finish job attached.
(4) Extensive photographs depicting defective workmanship are
available but too voluminous to attach to this instrument.


John R. Carfley Esq.
Attorney for Defendants
P. O. Box 249
Philipsburg, Pa., 16866
(814) 342-5581
ID #17621

Dated: May 30, 2003

PROPOSAL

R & JS BUSINESS
HOME REPAIR & REMODELING
RD 1, Box 321A
West Decatur, PA 16878
(814) 342-4962

Begin Job
april 22 monday
2002

No. _____
Date 3-12-02
Sheet No. 2377

Proposal Submitted To:

Name Prestash
Street RR 4 Box 241
City philipsburg State pa
Phone 342-2377 16866

Work To Be Performed At:

Kitchen & Deck + paint - etc.
Street _____
City _____ State _____
Date of Plans _____ Architect _____

We hereby propose to furnish the materials and perform the labor necessary for the completion of
EXTERIOR SCREEN DOOR FOR 36" KITCHEN TO DECK DOOR.
INSTALL KITCHEN COUNTER & CABINETS, paint walls & ceiling's
Take out old wains coating, Take out window & install new
36" door. Build 6'x8' Deck with shingled roof & Handicap
ramp w/Hand rail. new panelling on two walls & Install
new 2 TUB stainless steel sink w/new Faucet. paint stair
well/Hall ceiling's & 2 Bedroom ceiling's also Repaint
Dinning room & livingroom walls & ceiling's. Box in pipes
in kitchen & Heat DUCT & Rewire kitchen light switch with 3
way switch also install recepticle Behind Refrigerator
& 2 Recepticles in Dinning room under windows.
also put up & level kitchen ceiling for 12"x12" ceiling
tile's. lay new ~~tile~~ linoleum floor in kitchen.
any material & labor extra upon customers request.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of eight thousand seven hundred & nineteen dollars 00 Dollars (\$ 8719.11).
with payments to be made as follows: 1/2 of TOTAL at Beginning of project & other
HALF at Completion of project. To start \$4359.55 other \$4359.55 at
completion

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by

Respectfully submitted

Per

Richard D. Church
order

Note-This proposal may be withdrawn by us if not accepted
within 14 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.
Payment will be made as outlined above

Date

3/15/02

EXHIBIT

1

Signature

Albert R. Prestash 3-15-02

Signature

Leader E. Prestash

341668

STATEMENTDATE 5-18-02

TO

Fraw Tepsil

TERMS

RR 4 Box 251

Philipsburg Pa

IN ACCOUNT WITH

MARK Mundy

243 N. Allegheny St

Bellevue Pa 16823

\$30.00 ASheet

7 Sheet

\$2.00 yd

23' x 12

30.5 yds

\$210.00

\$215.00

\$425.00

Paid 5/18/02
 Mark Mundy

Adams 25812

EXHIBIT

2

PENGAD-Bayonne, N. J.

Building 6x8 Porch
and Roof & steps

Finished 8/13/02
Installing screen door
and painting

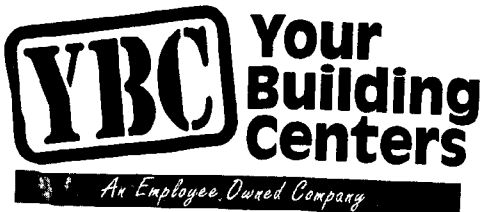
Pd. 600.00 in full

Randy L. Hart

ck.

July 30, 2002
Installed New Kitchen Faucet
and repaired drain.
Labor 100.00

CJ McKedy



ALTOONA 814-944-943	LOCK HAVEN 570-748-6750
BEDFORD 814-623-817	MILTON 570-742-9681
BLOOMSBURG 570-784-445	MUNCY 570-546-3108
DUBOIS 814-371-280	PHILIPSBURG 814-342-4570
EVERETT 814-652-245	STATE COLLEGE 814-238-4971
HUNTINGDON 814-643-220	SUNBURY 570-286-4538
LEWISTOWN 717-248-021	WILLIAMSPORT 570-326-4151

www.ybconline.com

SALESMAN	DEL. DATE
CHECK BY	DELIVER BY
<i>BS</i>	

SOLD TO	CASH

SHIP TO	CASH

ACCT. NO.	PROJECT
CASH	000
INV. NO.	020724616224
INV. DATE	DEL. DATE
07/23/02	
10:25:49	
SOLD BY	RICHARD P
CUST. P.O. NO.	

*** INVOICE ***
 SLSP:210 CSHR:205
 [INP1] 1600-131 PAGE 1

SHIP	ITEM NO.	QTY. ORD.	UM	DESCRIPTION	QTY. SHIP.	UNIT PRICE	PER	NET AMT.
	36461156	1	EACH	N2476 2-HDL WATERFALL W/SPRAY	1	109.990	EACH	109.99
	2536296W	1	EACH	296 WH 36"VINYLCLAD SELFSTR XBCK	1	139.000	EACH	139.00

METHOD OF PAYMENT:

CHK 263.93 #200

RECEIVED IN GOOD CONDITION

CUSTOMER SIGNATURE

E.I.N. 25-1614595
 REMIT ALL PAYMENTS TO:
 Your Building Centers Inc.
 P.O. Box 1230
 Altoona, Pa. 16603

PEN 6.000%

SUBTOTAL	248.99
SALES TAX	14.94

PLEASE PAY THIS AMOUNT

263.93

FINANCE CHARGE OF 2% WHICH IS AN ANNUAL PERCENTAGE RATE OF 24% WILL BE CHARGED ON ITEMS 30 DAYS OR MORE PAST DUE.
 1 claims and returned goods MUST be accompanied by this bill, and may be subject to a 20% return charge. NO MATERIAL MAY BE RETURNED AFTER 30
 DAYS. SPECIAL ORDERS NOT RETURNABLE. ANY CLAIM OF SHORTAGE MUST BE MADE ON DELIVERY.

CUSTOMER COPY

Invoice

FACTORY CARPET OUTLET
PHILIPSBURG, PA 16866 342-7271

DATE

INVOICE #

5/2/2002

4886

BILL TO:

PRESTASH ALBERT & EDITH
RR4 BOX 251
PHILIPSBURG, PA 16866

SHIP TO:

CHECK FOR COVEBASE
WILL NEED NEW SUBFLOOR \$35./SHEET. MARK M
DLIC# 09-290-068
REF# R7791270, R7791360

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
		ALEK	5/2/2002		342-2377	
QUANTITY	ITEM CODE	DESCRIPTION			PRICE EACH	AMOUNT
30.66	HIGHLIGHT	12 X 23 PATTERN 40054 TOWN & COUNTRY SAND BROWN			18.90	579.47T
1	SU102	CONGOLEUM SEAM KIT			23.00	23.00T
1	3044	PREMIUM ADHESIVE 175-250 SQ FEET PER GAL			29.99	29.99T
	DEPCK	DEPOSIT CHECK #176				-300.00
		ADD COVE BASE & MOLDING ??????????????????????				
		TALK TO MARK TO INSTALL.				
	PIFCK	PAID IN FULL CHECK # 184				-370.41
		6% SALES TAX			6.00%	37.95

- MEASUREMENTS BY OWNER
PRICE DOESN'T INCLUDE INSTALLATION

TOTAL

\$0.00



Your Building Centers

An Employee Owned Company

ALTOONA	814-944-9436	LOCK HAVEN	570-748-6750
BEDFORD	814-623-8167	MILTON	570-742-9681
BLOOMSBURG	570-784-4445	MUNCY	570-546-3108
DUBOIS	814-371-2880	PHILIPSBURG	814-342-4670
EVERETT	814-652-2145	STATE COLLEGE	814-238-4971
HUNTINGDON	814-643-2120	SUNBURY	570-286-4538
LEWISTOWN	717-248-0121	WILLIAMSPORT	570-326-4151

www.ybconline.com

SALESMAN	DEL. DATE
CHECK BY	DELIVER BY

SOLD TO	CASH

SHIP TO	CASH

ACCT. NO.	PROJECT
CASH	000
INV. NO.	020824619657
INV. DATE	DEL. DATE
08/10/02	
09:36:29	
SOLD BY	PAM H
CUST. P.O. NO.	



*** INVOICE ***

SLSP:1655 CSHR:1655

LINE 11 1600-131 PAGE 1

SHIP.	ITEM NO.	QTY. ORD.	UM	DESCRIPTION	QTY SHIP.	UNIT PRICE	PER	NET AMT.
	11268	3	PC	2X6X8 #1 PRESSURE TREATED WR	3	5.090	PC	15.27
	112610	3	PC	2X6X10 #1 PRESSURE TREATED WR	3	6.290	PC	18.87

Thank You For Choosing YBC Supplier Of

Handwritten: 66.10 CH 207 8/10/02

METHOD OF PAYMENT

RECEIVED IN GOOD CONDITION

MCARD

36.19 AUTH: 643327

CUSTOMER SIGNATURE

E.I.N. 25-1614595
REMIT ALL PAYMENTS TO:
Your Building Centers Inc.
P.O. Box 1230
Altoona, Pa. 16603

PEN 6.000%

SUBTOTAL	34.14
SALES TAX	2.05

PLEASE PAY THIS AMOUNT

36.19

FINANCE CHARGE OF 2% WHICH IS AN ANNUAL PERCENTAGE RATE OF 24% WILL BE CHARGED ON ITEMS 30 DAYS OR MORE PAST DUE. Claims and returned goods MUST be accompanied by this bill, and may be subject to a 20% return charge. NO MATERIAL MAY BE RETURNED AFTER 30 DAYS. SPECIAL ORDERS NOT RETURNABLE. ANY CLAIM OF SHORTAGE MUST BE MADE ON DELIVERY.

CUSTOMER COPY



ALTOONA	814-944-9436	LOCK HAVEN	570-748-6750
BEDFORD	814-623-8167	MILTON	570-742-9681
BLOOMSBURG	570-784-4445	MUNCY	570-566-3108
DUBOIS	814-371-2880	PHILIPSBURG	814-342-4670
EVERETT	814-652-2145	STATE COLLEGE	814-238-4971
HUNTINGDON	814-643-2120	SUNBURY	570-286-4538
LEWISTOWN	717-248-0121	WILLIAMSPORT	570-326-4151

SOLD TO	CASH
---------	------

SHIP TO	CASH

ACCT. NO.	PROJECT
CASH	000
INV. NO.	020824
INV. DATE	DEL. DATE
08/08/02	
12:17:59	
SOLD BY	RICK A
CUST. P.O. NO.	

CUSTOMER COPY

CUSTOMER COPY - CUSTOMER COPY - CUSTOMER COPY - CUSTOMER COPY - CUSTOMER COPY

MC BA BAL MAULAND NJ 10881
 (814) 857-8400



HOURS: MONDAY-THURSDAY 7-6
 FRIDAY 7-6
 SATURDAY 9-4

ASSOCIATE: MIKE (THANK YOU)

08/03/02

15:23

(11) 0292-44652

P.O.S.#	QTY	DESCRIPTION	PRICE	EXTENDED
3504300	1	4X4 BAL BASE 1640	1.92	3.76
7800000	1	6000L END PHILIPS BIT	1.96	1.96

Handwritten: Chk 207
 Chk 207
 8/10/02

SUBTOTAL 5.72
 TAX 0.46
 TOTAL \$6.18

CASH 15.00
 Change 8.82



SCHOFIELD STREET
CURWENSVILLE, PA 16833
814-236-0220

SHAFFER ROAD
DUBOIS, PA 15801
814-371-9311

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

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

194 CHAD ROAD
PENNSDALE, PA 17756
570-546-8026

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

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

CRANBERRY MALL
CRANBERRY, PA 16319
814-677-7422

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

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

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

TYPE OF TRANSACTION

CASH SALE

STR 1

Page: 1

LOCATION

CURWENSVILLE

SOLD TO:

CASH SALE

SHIP TO:



INVOICE NO.
319842

PA

CUST CODE	SEQ. NO.	TIME	TRANS. NO.	TRANS. DATE	STR. NO.	S'MAN	WRT. BY	OPER. NO.
10000009		08:36	319842	080302	1	99	36	071601

DATE DELV'D

LOADER

ORDER/QUOTE NO.

P.O. NO.

JOB NUMBER

TRUCK NO.

DRIVER

SALESMAN

0

Brian Butler

ITEM NO.	✓	QUAN. ORD.	QUAN. SHPD.	DESCRIPTION	UNITS	PRICE / UNIT	EXTENSION
230095		8	X 8	230095 3/8"X4" HEX LAG SCREW	8.000	0.550EA	4.40
270061		8	X 8	270061 3/8" FLAT WASHER	8.000	0.070EA	0.56
CONCRETE		3	3X 3	80# CONCRETE MIX	3.000	2.990EA	8.97

Ch 207
8/10/02

Lezzer Lumber Building Materials Centers

mt tendered: 20.00 Change: 5.23

Freight Amt: 0.00 Misc Chrg Amt:

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

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

NO MATERIAL MAY BE RETURNED AFTER 30 DAYS.

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

SUB-TOTAL

13.93

TAX %

6.000

TAX AMOUNT

0.84

TOTAL

14.77

OPEN AMOUNT DUE:

X

I RECEIVED THE ABOVE MATERIAL IN GOOD CONDITION



**Your
Building
Centers**

An Employee Owned Company

ALTOONA	814-944-9436	LOCK HAVEN	570-748-6750
BEDFORD	814-623-8167	MILTON	570-742-9681
BLOOMSBURG	570-784-4445	MUNCY	570-546-3108
DUBOIS	814-371-2880	PHILIPSBURG	814-342-4670
EVERETT	814-652-2145	STATE COLLEGE	814-238-4971
HUNTINGDON	814-643-2120	SUNBURY	570-286-4538
LEWISTOWN	717-248-0121	WILLIAMSPORT	570-326-4151

www.ybconline.com

SALESMAN	DEL. DATE
CHECK BY	DELIVER BY

S O L D T O	CASH

S H I P T O	CASH

ACCT. NO.	PROJECT
CASH	000
INV. NO.	020824619102
INV. DATE	DEL. DATE
08/07/02 15:49:53	
SOLD BY	RICK A
CUST. P.O. NO.	

*** INVOICE ***
SLSP:201 CSHR:1655
[INP1] 1600-132 PAGE 1

SHIP.	ITEM NO.	QTY. ORD.	UM	DESCRIPTION	QTY. SHIP.	UNIT PRICE	PER	NET AMT.
	3456CC	1	BOX	5# 6D CC SINKER NAIL	1	4.890	BOX	4.89

METHOD OF
PAYMENT

RECEIVED IN GOOD CONDITION

PEN 6.000%

SUBTOTAL	4.89
SALES TAX	0.29

CASH PAID: 10.00

CUSTOMER SIGNATURE

CHANGE DUE: 4.82

PLEASE PAY
THIS AMOUNT

5.18

E.I.N. 25-1614595
REMIT ALL PAYMENTS TO:
Your Building Centers Inc.
P.O. Box 1230
Altoona, Pa. 16603

FINANCE CHARGE OF 2% WHICH IS AN ANNUAL PERCENTAGE RATE OF 24% WILL BE CHARGED ON ITEMS 30 DAYS OR MORE PAST DUE.
Claims and returned goods MUST be accompanied by this bill, and may be subject to a 20% return charge. NO MATERIAL MAY BE RETURNED AFTER 30
YS. SPECIAL ORDERS NOT RETURNABLE. ANY CLAIM OF SHORTAGE MUST BE MADE ON DELIVERY.

CUSTOMER COPY

THANK YOU FOR SHOPPING AT
 PHILIPSBURG TRUE VALUE
 (814) 342-3040

8/18/02 10:27 BONNIE 04 SALE
 HELP IS JUST AROUND THE CORNER!

220905	1	7.99 /EA S
HP-208 QT EXT OIL PRMR		7.99
538629	1	3.99 /EA S
1007 2 VANGH-ENML BRUSH		3.99
640474	1	1.49 /EA
2-1/2 WHT Chip Brush		1.49
401562	1	19.99 /EA S
SHP9 STN WHITE HP16AL		19.99

SUB-TOTAL:	33.46	TAX:	2.01
CR#000315 ABAH		TOTAL:	35.47
		CR AMT:	35.47

====> JANLE A41631
 CUST # *5

(=====

YOU SAVED \$ 5.00 BY SHOPPING AT
 PHILIPSBURG TRUE VALUE

~~The Remodeling Shop~~

111 N. Third Street
Clearfield, PA 16830

Estimate

Date

5/21/2003

Name / Address

Albert Prestash
1474 Troy Hawk Run Highway
Philipburgh PA 16866

Project

Description	Qty	Total
Electrical supplies; 36' wire , 5' BX Cable, junction box, 4' power strip & GFCI breaker		112.35
Trim package; Toe kick, quarter round, milled oak shelf brackets & new oak casing primed painted or varnished.		121.57T
Misc. material; fasteners, ceiling wire, eye hole lags, caulking & expansion foam.		37.95
Labor to install power strip, repair ceiling, connect cabinets together, caulk & insulate cracks & door, re-trim window & door and quarter round		560.00
PA State Sales Tax		7.29
Total		\$839.16

Phone #

814-768-7558

Fax #

814-768-7559

EXHIBIT

3

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

RICHARD CHURCH and
JAMIE CHURCH, husband and wife,
Plaintiffs

vs.

No. 02-1407-CD

ALBERT PRESTASH and
LEADETH PRESTASH, husband
and wife,
Defendants

CASE NUMBER: No. 02-1407-CD

TYPE OF CASE: Civil

TYPE OF PLEADING: PRAECIPE TO SETTLE AND DISCONTINUE

FILED ON BEHALF OF: Plaintiffs

COUNSEL OF RECORD FOR THIS PARTY: R. DENNING GEARHART, ESQ.
Supreme Court I. D. #26540
215 E. Locust Street
Clearfield, PA 16830
(814) 765-1581

FILED

0 2:01 PM 2 Cert to City

JUN 03 2003

William A. Shaw
Prothonotary

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

RICHARD CHURCH and
JAMIE CHURCH, husband and wife,
Plaintiffs

vs.

No. 02-1407-CD

ALBERT PRETASH and
LEADETH PRETASH, husband and
wife,
Defendants

PRAECIPE TO SETTLE AND DISCONTINUE

TO THE PROTHONOTARY OF CLEARFIELD COUNTY:

Please mark the above captioned matter settled and discontinued.



R. Denning Gearhart, Esq.

DATED: June 2, 2003

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION .No. 02-1407-CD

RICHARD CHURCH and
JAMIE CHURCH, husband and wife,
Plaintiffs

vs.

ALBERT PRESTASH and
LEADETH PRESTASH, husband
and wife,
Defendants

PRAECIPE TO SETTLE AND DISCONTINUE

R. DENNING GEARHART
ATTORNEY AT LAW
CLEARFIELD, PA. 16830

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

CIVIL DIVISION

**Richard Church
Jamie Church**

Vs.

**Albert Prestash
Leadeth Prestash**

No. 2002-01407-CD

COPY

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 3, 2003, marked:

Settled, Discontinued and Ended

Record costs in the sum of \$80.00 have been paid in full by Attorney.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 3rd day of June A.D. 2003.

William A. Shaw, Prothonotary

Date: 06/02/2003
Time: 03:40 PM
Page 8 of 11

Clearfield County Court of Common Pleas
Civil Judgment Report
CT COMMON PLEAS, Prothonotary CT Location Only
All Case Types
From 05/01/2003 to 05/30/2003
All Judgment Types

User: BANDERSON

Case	Parties	Order Date	Judgment	
2003-00751-CD	Manufacturers and Traders Trust Company, Plaintiff, JDK Trucking , Defendant	05/19/200	Complaint/Confession Amount: 57,726.30 In favor of:Plaintiff	Open
2003-00751-CD	Keystone Financial Bank, N.A., Plaintiff JDK Trucking , Defendant	05/19/200	Complaint/Confession Amount: 57,726.30 In favor of:Plaintiff	Open
2002-01849-CD	William G. Satterlee & Sons, Inc., Plaintiff Reliance Bank, Other party	05/07/200	Complaint/Confession Amount: In favor of:Plaintiff	Discontinued/
2002-01849-CD	William G. Satterlee & Sons, Inc., Plaintiff Northwest Saving Bank, Other party	05/07/200	Complaint/Confession Amount: In favor of:Plaintiff	Discontinued/
2002-01849-CD	William G. Satterlee & Sons, Inc., Plaintiff Mellon Bank, Other party	05/07/200	Complaint/Confession Amount: In favor of:Plaintiff	Discontinued/
2002-01849-CD	William G. Satterlee & Sons, Inc., Plaintiff Investment Savings Bank, Other party	05/07/200	Complaint/Confession Amount: In favor of:Plaintiff	Discontinued/
2002-01849-CD	William G. Satterlee & Sons, Inc., Plaintiff Hollidaysburg Trust Co., Other party	05/07/200	Complaint/Confession Amount: In favor of:Plaintiff	Discontinued/
2002-01849-CD	William G. Satterlee & Sons, Inc., Plaintiff First National Bank, Other party	05/07/200	Complaint/Confession Amount: In favor of:Plaintiff	Discontinued/
2002-01849-CD	William G. Satterlee & Sons, Inc., Plaintiff First Commonwealth Bank, Other party	05/07/200	Complaint/Confession Amount: In favor of:Plaintiff	Discontinued/
2002-01849-CD	William G. Satterlee & Sons, Inc., Plaintiff CSB Bank, Other party	05/07/200	Complaint/Confession Amount: In favor of:Plaintiff	Discontinued/
2002-01849-CD	William G. Satterlee & Sons, Inc., Plaintiff County National Bank, Other party	05/07/200	Complaint/Confession Amount: In favor of:Plaintiff	Discontinued/
2002-01849-CD	William G. Satterlee & Sons, Inc., Plaintiff C&G Savings Bank, Other party	05/07/200	Complaint/Confession Amount: In favor of:Plaintiff	Discontinued/



OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

CLEARFIELD COUNTY COURTHOUSE
SUITE 228, 230 EAST MARKET STREET
CLEARFIELD, PENNSYLVANIA 16830

DAVID S. MEHOLICK
COURT ADMINISTRATOR

PHONE: (814) 765-2641
FAX: 1-814-765-7649

MARCY KELLEY
DEPUTY COURT ADMINISTRATOR

April 14, 2003

R. Denning Gearhart, Esquire
Attorney at Law
215 East Locust Street
Clearfield, PA 16830

John R. Carfley, Esquire
Attorney at Law
Post office Box 249
Philipsburg, PA 16866

RE: RICHARD CHURCH, al
vs.
ALBERT PRESTASH, al
No. 02-1407-CD

Dear Counsel:

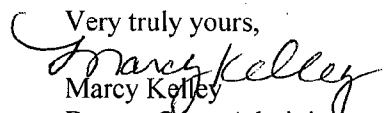
The above case is scheduled for Arbitration Hearing to be held **Wednesday, June 11, 2003.** The following have been appointed to the Board of Arbitrators:

Michael P. Yeager, Esquire
Ronald L. Collins, Esquire
Christopher J. Shaw, Esquire
Mark A. Falvo, Esquire
Lea Ann Heltzel, Esquire

If you wish to strike an Arbitrator, you must notify the undersigned within seven (7) days from the date of this letter the name you wish stricken from the list.

You will be notified at a later date the exact time of the Arbitration Hearing.

Very truly yours,


Marcy Kelley
Deputy Court Administrator



OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

CLEARFIELD COUNTY COURTHOUSE
SUITE 228, 230 EAST MARKET STREET
CLEARFIELD, PENNSYLVANIA 16830

DAVID S. MEHOLICK
COURT ADMINISTRATOR

PHONE: (814) 765-2641
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MARCY KELLEY
DEPUTY COURT ADMINISTRATOR

April 24, 2003

R. Denning Gearhart, Esquire
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215 East Locust Street
Clearfield, PA 16830

John R. Carfley, Esquire
Attorney at Law
Post office Box 249
Philipsburg, PA 16866

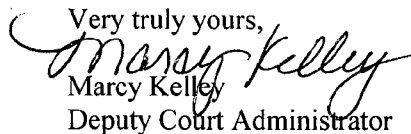
RE: RICHARD CHURCH, al
vs.
ALBERT PRESTASH, al
No. 02-1407-CD

Dear Counsel:

The above case is scheduled for Arbitration Hearing to be held **Wednesday, June 11, 2003 at 8:30 A.M.** The following have been appointed as Arbitrators:

Michael P. Yeager, Esquire, Chairman
Ronald L. Collins, Esquire
Christopher J. Shaw, Esquire

Pursuant to Local Rule 1306A, you must submit your Pre-Trial Statement seven (7) days prior to the scheduled Arbitration. **The original should be forwarded to the Court Administrator's Office and copies to opposing counsel and each member of the Board of Arbitrators.** For your convenience, a Pre-Trial (Arbitration) Memorandum Instruction Form is enclosed as well as a copy of said Local Rule of Court.

Very truly yours,

Marcy Kelley
Deputy Court Administrator

cc: Michael P. Yeager, Esquire
Ronald L. Collins, Esquire
Christopher J. Shaw, Esquire