

02-1401-CD
RICHARD CHURCH et ux -vs- ALBERT PRESTASH et ux

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

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. : NO. 02- -CD
ALBERT PRESTASH and :
LEADETH PRESTASH, husband and :
wife, :
Defendants :

NOTICE TO DEFEND

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed 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. :
: NO. 02- -CD
ALBERT PRESTASH and :
LEADETH PRESTASH, husband and :
wife, :
Defendants :

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.

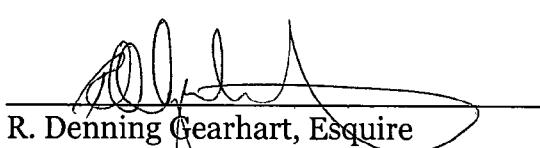
9. During the course of trying to complete the work, Plaintiffs were subjected to a barrage of verbal abuse from the Defendants. Such verbal abuse was without provocation.

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

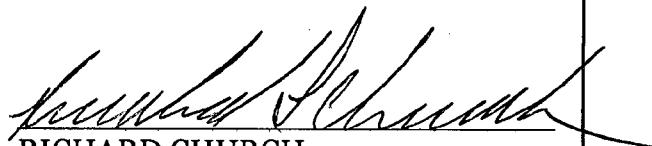
V:\02FILES\CHURCH.RIC\PLEADING\COMPLAIN.WPD

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

:
: SS:
:

AFFIDAVIT

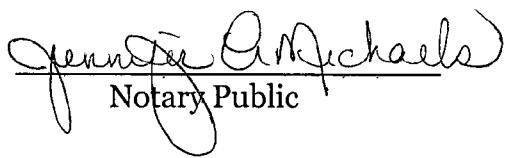
Before me, the undersigned officer, personally appeared, RICHARD CHURCH and JAMIE CHURCH, who being duly sworn according to law deposes and says that the facts set forth in the foregoing Complaint are true and correct to the best of their knowledge, information, and belief.



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

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 _____

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 100 — Dollars [\$ 8719.11] with payments to be made as follows: 1/2 of TOTAL AT BEGINNING of project & other

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 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.

Signature *Albert J. Pasco 3-13-02*

Signature Leander C. Preston

Date: Sept 20, 2012

DUPLICATE

Exhibit 'A'



**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
<i>JK</i>	

S
O
L
D
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
PH0718	000
INV. NO.	020424699881
INV. DATE	DEL. DATE
04/24/02	
10:50:31	
SOLD BY	RICK A
CUST. P.O. NO.	

*** INVOICE ***

SLS:201 CSHR:201

[INP1] 1600-132 PAGE 1

SHIP.	ITEM NO.	QTY. ORD.	UM	DESCRIPTION	QTY. SHIP.	UNIT PRICE	PER	NET AMT.
	416RF16212	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
	141AP	2	GAL	16 ALL-PURPOSE JT COMPOUND	2	4.490	GAL	8.98
	202130	1	EACH	16 18 CU IN PVC BOX CXT 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' FT-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' ROLL	3	1.150	EACH	3.45
	481468	7	EACH	1X4-8' #2 WHITE PINE	7	3.250	EACH	22.75

METHOD OF
PAYMENT

CHARGE

RECEIVED IN GOOD CONDITION

Lemay & Church
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 SALES TAX	286.90 17.21
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'



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

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

*** INVOICE ***
 SLSF: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

YBC is a registered YBC Supplier Of These Quality Building Products

Armstrong

Diamond Aristokraft

Customer Signature

RECEIVED IN GOOD CONDITION

CUSTOMER SIGNATURE

PEN 6.000% SUBTOTAL 6.48
SALES TAX 0.39 6.87

PLEASE PAY THIS AMOUNT

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 '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

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

SHIP TO:
PRETIASH JOB
PH#B14-342-4962

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.	

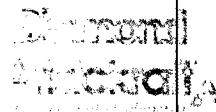
*** INVOICE ***
SLSP:1652 CSHR:210
LNP11 1600-132 PAGE 1

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
	36462124	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

Customer is Receiving YBC's Supplier Of These Quality Building Products



Armstrong



METHOD OF PAYMENT

RECEIVED IN GOOD CONDITION

CHARGE

CUSTOMER SIGNATURE

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 1B21

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 ITEM #	QTY.	WEST DECATUR DESCRIPTION	PA 16878 EACH PRICE	NET 30	MESSAGE	EXTENSION	TRANSACTION SUMMARY
RB 714998	1	REGISTER BOOT	8.99	8.99	8.99	8.99	8.99
	1	3-1/4X10 TO 4 REG BOOT	8.99	7.99	MARK DOWN	7.99	SALES TAX
753442	1	4" ALU FLEXIBLE DUCT		5.09		5.09	CHARGE DUE

John H. Kephart
RECEIVED BY

THANKS FOR SHOPPING KEPHART'S

Tel-Power

KEPHART HARDWARE

Exhibit 'B4'



SHERWIN-WILLIAMS

BP 5
CLEARFIELD PA 16830

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

BARRETT
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 41-001

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% (1-38001)		-1.32
*****CHANGED TO*****						
405-12729	GALLON	B20W251	PM200 LTX EG EXTRA	1	19.99	19.99
*****	*****	*****	SW 1646	SUBTOTAL		19.99
				6.000% (1-38001)		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

8-0100
E12/10896 41-001

(814) 242-4962

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 French
RICHARD

DATE

S-W SIGNATURE

(CENTRALIZED INVOICE)

COPY

Exhibit 'B6'



SHERWIN-WILLIAMS®

CLEARFIELD PA 16830

Visit www.sherwin-williams.com
(814)765-3149
Fax - (814)765-9626

SHOPEE
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 9752

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	PM2000 LTX EG EXTRA BW 1648 PRIGTASH JOB	1	21.95	21.95

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

MERCHANDISE RECEIVED IN GOOD ORDER BY:

RICHARD

DATE (CENTRALIZED INVOICE)

COPY

Exhibit 'B7'



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

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.	INV. DATE	DEL. DATE
	04/25/02	
	07:58:41	
SOLD BY	RICHARD P	
CUST. P.O. NO.		

*** INVOICE ***
SLSP:210 CSHR:210
INP13 1600-132 PAGE 1

RECEIVED IN GOOD CONDITION

CUSTOMER SIGNATURE

PEN 6.000% SALES TAX 0.40

PLEASE PAY  7.05

**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



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
4/25/02	
CHECK BY	

S
O
L
D
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
	36433586	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
	19978	1	EACH	1 1/4 METAL CORNERBEAD 8'	1	1.150	EACH	1.15

METHOD OF PAYMENT

CHARGE

RECEIVED IN GOOD CONDITION

Richard Schell
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

RR 2
CLEARFIELD PA 16830

Visit www.sherwin-williams.com
Store 1294 GERALD
FAX 412-768-1417/85-9626

CHARGE
No CHARGES

ACCOUNT: 1013-0774-2 JOB #1 R & J HOME REPAIR & REMODELING
SHIPPED TO:

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

Pristek
RICHARD CHURCH
(814) 342-4962

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

2-0100
E1E/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 SW 1648	4	19.99	79.96

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
160-1666	EACH		9X12 #10 DROP CL	1	16.84	* 16.84

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

SUBTOTAL 119.34
6.000% SALES TAX (1-38001) 7.16
CHARGE \$126.50

MERCHANDISE RECEIVED IN GOOD ORDER BY:

Richard Church
RICHARD

DATE (CENTRALIZED INVOICE)

COPY

Exhibit 'B11'



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
PH0516	000
INV. NO.	020524601098
INV. DATE	DEL. DATE
05/01/02	
13:28:41	
SOLD BY	PAM H
CUST. P.O. NO.	

*** CREDIT MEMO ***
SLSP:1655 CSHR:1655
CINP13 1600-131 PAGE 1

SHIP.	ITEM NO.	QTY. ORD.	UM	DESCRIPTION	QTY. SHIP.	UNIT PRICE	PER	NET AMT.
	36411629	-1	EACH	DID NOT NEED 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
	36420313	-1	EA	72916 1-1/2" 90 DEG STREET ELBOW	-1	0.890	EA	-.89

METHOD OF PAYMENT

RECEIVED IN GOOD CONDITION

CUSTOMER SIGNATURE

SOLD

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

NANCE CHARGE OF 2% WHICH IS AN ANNUAL PERCENTAGE RATE OF 24% WILL BE CHARGED ON ITEMS 30 DAYS OR MORE PAST DUE.
aims 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
SPECIAL ORDERS NOT RETURNABLE. ANY CLAIM OF SHORTAGE MUST BE MADE ON DELIVERY.

CUSTOMER COPY

Exhibit 'B12'



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

S
SH
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.	020524601093
INV. DATE	DEL. DATE
05/01/02	
13:06:33	
SOLD BY	PAM H
CUST. P.O. NO.	

*** CREDIT MEMO ***
 SLP: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
Quality Building Products								
Proudly Serving the Central PA Area Since 1971								
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						SUBTOTAL PEN 6.000%	SALES TAX -0.36	-5.98
PLEASE PAY THIS AMOUNT								-6.34

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 1B13'



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
 FH#814-542-4962

ACCT. NO.	PROJECT
PH0918	000
INV. NO.	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

[INP1] 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
	567RCAM	-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

CUSTOMER SIGNATURE

PEN 6.000% SUBTOTAL
SALES TAX -0.60

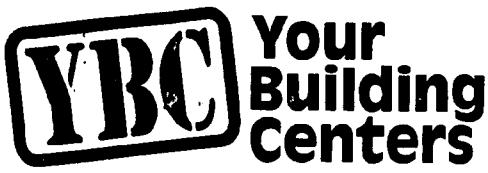
PLEASE PAY THIS AMOUNT → -10.58

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
Cef	

S
O
L
D
T
O

R & J'S BUSINESS
HOME REPAIR & REMODELING
RD 1 BOX 321A
WEST DECATUR PA 16678

S
H
I
P
T
O

R & J'S BUSINESS
HOME REPAIR & REMODELING
RD 1 BOX 321A
WEST DECATUR PA 16678
PH#814-642-4962

ACCT. NO.	PROJECT
PH0515	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
DINP11 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
	36486781	1	EACH	1-1/2" X 10' PVC-DWV CC PIPE	1	4.390	EACH	4.39

METHOD OF PAYMENT

CHARGE

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	7.78
	SALES TAX	0.47
		8.25

PLEASE PAY
THIS AMOUNT

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 1B15



SCHOFIELD STREET
CURWENSVILLE, PA 16833
814-236-0220

SHAFER ROAD
DUBOIS, PA 15801
814-371-9311

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

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

194 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

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

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

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

TYPE OF TRANSACTION

PICK TICKET

Page: 1

LOCATION

CURWENSVILLE

SOLD TO:

R & J'S BUSINESS, HOME
REPAIR & REMODELLING
R.D. #1 BOX 321-A
WEST DECATUR
PA 16878

SHIP TO:

19465
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	19466	04/27/02	16	31	081101			4/23/02	RR

ORDER/QUOTE NO.	P.O. NO.	JOB NUMBER	TRUCK NO.	DRIVER	SALESMAN
	PRESTASH		107	RR	Dale Tozer

ITEM NO.	✓ QUAN. ORD.	QUAN. SHPD.	DESCRIPTION	UNITS	PRICE / UNIT	EXTENSION
** DELIVERY CONDIT. 100%	** WILL NOT ASSUME LIABILITY	IN THE EVENT PURCHASER ORDERS DELIVERY BEYOND THE CURB LINE, WE	FOR DAMAGE TO SIDEWALKS, DRIVEWAYS, LAWNS OR OTHER PROPERTY, AND PURCHASER HEREBY AGREES TO INDEMNITY AND HOLD LEZGER CASH & CARRY HARMLESS FROM ANY LIABILITY OCCURRING TO SAID PREMISES.	INITIALS		

SO <i>here</i> 8 <i>8X8</i> BROWNSTONE PANELLING #293 FROM #579 DELIVER ON TUESDAY APRIL 23 WITH OTHER MATERIALS. <i>At lot B</i> <i>Ticket #357775</i> <i>Lezzer</i> <i>Lezzer</i> <i>Building Materials Centers</i>	SUB-TOTAL		TAX %	TAX AMOUNT	TOTAL
---	-----------	--	-------	------------	-------

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

- WE CANNOT GUARANTEE PRICES ON THIS INVOICE UNLESS MATERIAL IS PICKED UP WITHIN 10 DAYS OF INVOICE DATE.
All merchandise must be checked when received. No claims for shortages will be allowed after 24 hours of delivery. Material returned in good condition will be credited, but subject to a 20% charge to cover cost of handling.
- NO MATERIAL MAY BE RETURNED AFTER 30 DAYS.
- Parties receiving an estimate will please examine the same carefully as we agree to furnish only the articles herein. Errors in extensions, omissions and footings are subject to corrections. A finance charge of 1 1/2% PER MONTH = APR 18% will be added to any unpaid balance past 30 days.

X

Exhibit 1B16

I RECEIVED THE ABOVE MATERIAL IN GOOD CONDITION



**SCHOFIELD STREET
CURWENSVILLE, PA 16833
814-236-0220**

SHAFER ROAD
DUBOIS, PA 15801
814-371-9311

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

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

**194 CHAD ROAD
PENNSDALE, PA 17750
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								LOCATION	
PICK TICKET			Page: 2								CURWENSVILLE	
SOLD TO:			SHIP TO:								 19464 INVOICE NO. 19464	
R & J'S BUSINESS, HOME			814-342-4962									
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					1607		RR		Dale Tozer	
ITEM NO.	✓	QUAN. ORD.	QUAN. SHPD.	DESCRIPTION					UNITS	PRICE / UNIT		EXTENSION
<p>** 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.</p> <p>INITIALS</p>												
160GCS		2	32	5# 160 GAL COMMON NAILS								
212P25H		1	✓X	1# 8X2-1/2" GALV DECK SCRW 2.5M#069								
N100		1	✓X	N100 NAILS 1#								
942		28	✓X	942/755 FASHIONTONE 2X4 10/CT								
7800RWH		6	✓X	7800RWH WHT 7/8"X12" WALL MLDG30								
7300RWH		4	✓X	7300RWH 12" WHITE MAIN RUNNER 20								
7348RWH		24	✓X	7348 WHITE 4" CROSS-TEE 60								
TFR440		1	✓X	5-620/2X4-ABULB TROFFER								
TIWIRE		1	✓X	TIE WIRE SUSPENDED CEILING 25PK								
372001		20	✓X	372001 1/4X3 ACOUSTIC LAC								
30C262RH		1	✓X	3/0X6/8 C262 PRE-HUNG RIGHT HAND								
400T3		1	✓X	400T ENTRY / TYLO PB BOX								
248C		10	✓X	2X4X3FT #268TER CONST EAST SPRU								
<p>DELIVER TUESDAY APRIL 23 WITH COUNTERTOP AND CABINETS AND PANELLING FROM SOUT</p> <p>LEZZER'S CENTERS</p>												

**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
14.00				

- **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.**

NO MATERIAL MAY BE RETURNED AFTER 30 DAYS.
Parties receiving an estimate will please examine the same carefully as we agree to furnish only the articles herein. Errors in extensions, omissions and footings are subject to corrections. A finance charge of 1 1/2% PER MONTH = APR 18% will be added to any unpaid balance past 30 days.

I RECEIVED THE ABOVE MATERIAL IN GOOD CONDITION



**SCHOFIELD STREET
CURWENSVILLE, PA 16833
814-236-0220**

**SHAFER ROAD
DUBOIS, PA 15801
814-371-9311**

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

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

**CRANBERRY MALL
CRANBERRY, PA 16319
814-677-7422**

TYPE OF TRANSACTION				LOCATION						
PICK TICKET				Page: 1						
SOLD TO:		SHIP TO:		CURWENSVILLE						
R & J'S BUSINESS HOME REPAIR & REMODELING R.D.#1 BOX 321-A WEST DECATUR		814-342-4962		 2 1 8 2 9 8						
PA 16878				2 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	42302
ORDER/QUOTE NO.		P.O. NO.		JOB NUMBER		TRUCK NO.		DRIVER	SALESMAN	
		PRESTASH JOB		11805				JK	Bill Gillen kitchen	
ITEM NO.	✓ QUAN. ORD.	QUAN. SHPD.	DESCRIPTION				UNITS	PRICE / UNIT		EXTENSION
<p>** 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</p>										
SOKK	1	1	RICHWOOD LITE CATHEDRAL KITCHEN							
	X	1	ONE B15							
	X	1	ONE 36B							
	X	1	TWO SHELF KITS (FOUR TOTAL FOR 18 BRB) 18BT KITS w/ CUT TRAYS							
	X	1	ONE 36RBS							
	X	1	ONE 24D							
	X	1	ONE 30Y							
	X	1	ONE 3F FILLER							

**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 1/2% PER MONTH = APR 18%** will be added to any unpaid balance past 30 days.

I RECEIVED THE ABOVE MATERIAL IN GOOD CONDITION



SCHOFIELD STREET
CURWENSVILLE, PA 16833
814-236-0220

SHAFER ROAD
DUBOIS, PA 15801
814-371-9311

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

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

194 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

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

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

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

TYPE OF TRANSACTION

PICK TICKET

REPRINT

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

19464

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		15:26	19464	040202	1	26	31	081101	4/23/02	RR/HIPPS

ORDER/QUOTE NO.	P.O. NO.	JOB NUMBER	TRUCK NO.	DRIVER	SALESMAN
19463	PRESTASH		1107	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 LEZGER 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	27X27	#1 TREAT DECK 5/4X6-10FT			
LU28	5	5X5	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	14X14	#1 TREAT DECK 5/4X6-8FT			
LU28	6	6X6	LU28 JOIST HANGER (2X8)			
448T	2	2X	#2 TREATED 4 X 4 - 8FT .40			
288C	3	3X3	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	3X3	XT25 MINT FROST 25/YR			
FELT	1	1X1	UNDERLAYMENT FELT (400 SQ. FT)			
448T	4	4X4	#2 TREATED 4 X 4 - 8FT .40			
2242BIP	189	189	2" X 2" X 42" BEVELED PICKETS			
248TWE	16	16X16	#1 TREATED 2X4-8FT			
16DBOX5	2	2X2	5# 10D SINKER NAILS			

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

Charged
shingle color and added
1-felt

• WE CANNOT GUARANTEE PRICES ON THIS INVOICE UNLESS MATERIAL IS PICKED UP WITHIN 10 DAYS OF INVOICE DATE.

All merchandise must be checked when received. No claims for shortages will be allowed after 24 hours of delivery. Material returned in good condition will be credited, but subject to a 20% charge to cover cost of handling.

• NO MATERIAL MAY BE RETURNED AFTER 30 DAYS.

Parties receiving an estimate will please examine the same carefully as we agree to furnish only the articles herein. Errors in extensions, omissions and footings are subject to corrections. A finance charge of 1 1/4% PER MONTH = APR 18% will be added to any unpaid balance past 30 days.

SUB-TOTAL

TAX %

TAX AMOUNT

TOTAL

X

Exhibit B19

I RECEIVED THE ABOVE MATERIAL IN GOOD CONDITION



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		
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 GRY			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	2-6 4-3/4X 4-3/4 BX 1-3/8 D			600.32	EA	6.00
12	1	1		86009	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%.

SUB TOTAL	68.27
SALES TAX PA	4.10
TOTAL AMOUNT	72.37

PICKED
BY

CHECKED
BY

RECEIVED BY

DATE

Subdrew J. H. H.

Exhibit B
COPY



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 15878

S
H
I
P
T
O

PRESTACH JOE

CUSTOMER NO.		P.O. NO.		SLS	O/E	SHIP DATE	SHIP VIA	TERMS		
1050				05	SK	04/24/02	PICKUP	Charge		
LINE NO.	QTY. ORD.	QTY. SHIP	QTY. B.O.	ITEM DESCRIPTION				PRICE	U/M	AMOUNT
1	1	1	1	TP508	1-G BLNK HANDY BX CVR			21.07	EA	0.21
2	1	1	1	523	3"X 2"SW BX 2-1/2"D RX/CLAMP			150.22	EA	1.50
3	1	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%.

SUB TOTAL	8.37
SALES TAX PA	0.51
TOTAL AMOUNT	8.88

PICKED
BY

CHECKED
BY

RECEIVED BY

Julie M. Wall

DATE

Exhibit 4B21



SCHOFIELD STREET
CURWENSVILLE, PA 16833
814-236-0220

SHAFER ROAD
DUBOIS, PA 15801
814-371-9311

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

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

194 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

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

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

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

TYPE OF TRANSACTION

QUOTE/ESTIMATE

Page: 1

LOCATION

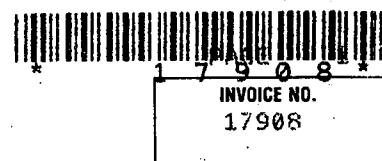
CURWENSVILLE

SOLD TO:

R & J BUSINESS

SHIP TO:

0



PA
INVOICE NO.
17908

CUST CODE	SEQ. NO.	TIME	TRANS. NO.	TRANS. DATE	STR. NO.	S'MAN	WRT. BY	OPR. 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 kitchen

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. LEZGER 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 STAINLESS DUCTFREE RANGEHOOD	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	CL110M 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: 0.00

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

• WE CANNOT GUARANTEE PRICES ON THIS INVOICE UNLESS MATERIAL IS PICKED UP WITHIN 10 DAYS OF INVOICE DATE.
All merchandise must be checked when received. No claims for shortages will be allowed after 24 hours of delivery. Material returned in good condition will be credited, but subject to a 20% charge to cover cost of handling.
• NO MATERIAL MAY BE RETURNED AFTER 30 DAYS.
Parties receiving an estimate will please examine the same carefully as we agree to furnish only the articles herein. Errors in extensions, omissions and footings are subject to corrections. A finance charge of 1 1/2% PER MONTH = APR 18% will be added to any unpaid balance past 30 days.

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

OPEN AMOUNT DUE:

561.00

I RECEIVED THE ABOVE MATERIAL IN GOOD CONDITION

Exhibit B22

also asking 10% late fees
of \$243.00 ~~+\$74.00~~ court cost.

WORK ORDER

\$317.00 Total.

TO

Albert & Leadeeth Prestash
RR4 Box 241
Philipsburg pa. 16860

TERMS:

Albert & Leadeeth 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.			PAINT 2 BEDROOM CEILING & STAIR HALL WALLS & CEILING = 4 DINING & LIVING ROOMS WALLS & CEILING & FOR PARTIAL WORK ON KITCHEN REMODELING JOB & PRIME & PAINT HALF BATH CEILING.

NOTICE
of PAYMENT
DUE!
\$100.00

WITHIN 14 DAYS
UPON RECEIPT.

DATE COMPLETED 5-2-02 TOTAL MATERIALS

PHONE <u>422-02</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
JOB NAME/NUMBER <u>Albert & Leadeeth Prestash</u>	
JOB LOCATION <u>Philipsburg</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
Rick Church		1600.00
Jamie Church		400.00

TOTAL LABOR	<u>2000.00</u>
TOTAL MATERIALS	<u>930.90</u>
TOTAL OTHER	<u>2</u>
TAX	<u>-</u>
TOTAL	<u>2930.90</u>

Work ordered by _____

Signature _____

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

Exhibit 'C'

42747.99

Leave over margin

FILED

SEP 10 2002

Atty pd.
86.00

3 cc Atty

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. : 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

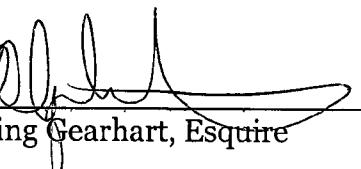
William A. Shaw
Prothonotary

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

NO

CC

019-3084-0
OCT 03 2002
GJ

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

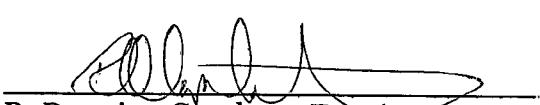
That on the 11th day of September, 2002, I served a certified copy of the
Complaint filed in this proceeding on the following and in the following manner:

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

OCT 9 2002
S. KAP
OCT 03 2002

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 : Type of Pleading:
: 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 *W* *cc & att.*

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

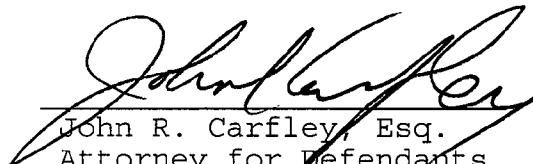
vs. : No. 02-1407-CD

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 countertops 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.

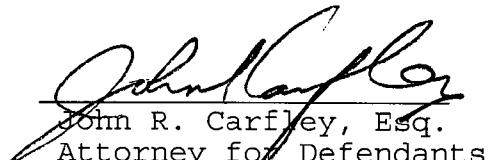
27. At the present time the said expenditures are unliquidated but are believed to be an amount not to exceed \$10,000.00.

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.

Albert W. Prestash
Leadith E Prestash

Dated: October 1, 2002

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

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

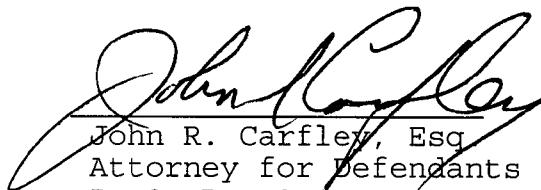
vs. : No. 02-1407-CD

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

CERTIFICATE OF SERVICE

I, John R. Carfley, Esquire, hereby certify that on October 4th, 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

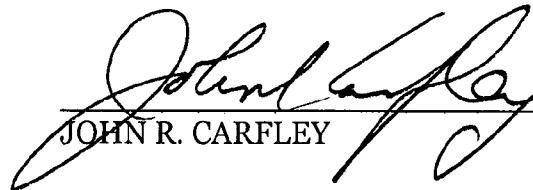
OCT 04 2002 AM
071:56 NO CC
William A. Shaw
Prothonotary

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 PRESTASH and :
LEADETH PRESTASH, 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.

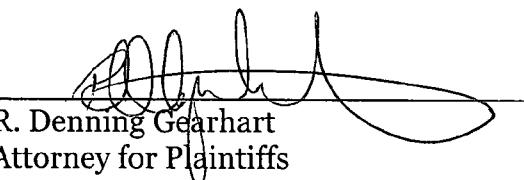
24. Denied for all the reasons set forth above.

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
COUNTY OF CLEARFIELD

: SS:

AFFIDAVIT

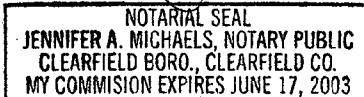
Before me, the undersigned officer, personally appeared, RICHARD CHURCH and JAMIE CHURCH, who being duly sworn according to law deposes and says that the facts set forth in the foregoing Answer are true and correct to the best of their knowledge, information, and belief.

Richard Church
RICHARD CHURCH

Jamie Church
JAMIE CHURCH

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

Jennifer A. Michaels
Notary Public



—Lap over margin—

FILED
20
01319821 AM
OCT 3 1 2002
RJ
KJ

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

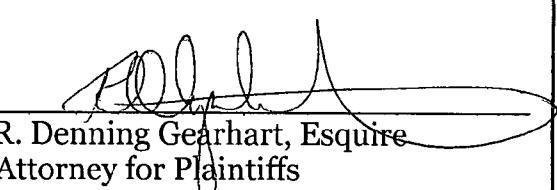
That on the 31st day of October, 2002, I served a certified copy of Plaintiffs' Answers to Defendants' New Matter and Counterclaim filed in this proceeding on the following and in the following manner:

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 NO
0110684
NOV 01 2002
REG

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

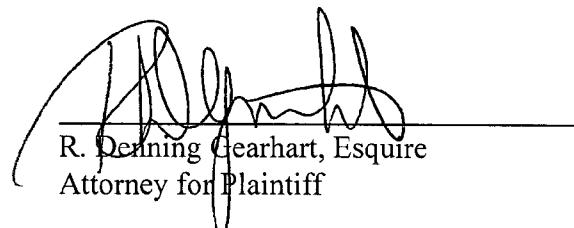
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

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

Rec'd
20.00

MAR 08 2003
012:27 PM
William A. Shaw
Prothonotary

no oc

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: 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
010451 noc
William A. Shaw
Prothonotary

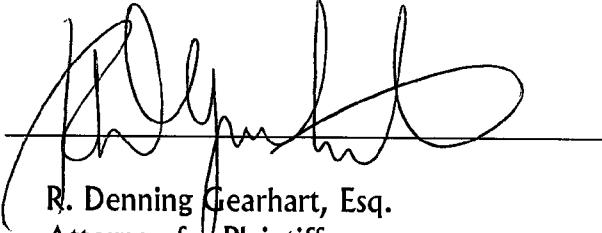
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

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

CERTIFICATE OF SERVICE

This is to certify that the undersigned has on this date served a copy
of the Praeclipe 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 PRESTASH and :
LEADETH PRESTASH, 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.

RECEIVED

Damages

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.

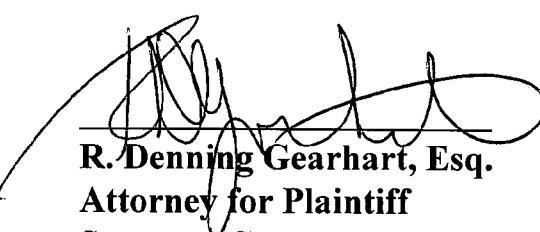
Exhibits

10. Copies of receipts attached.

Estimated Time For Trial

11. Two hours.

Respectfully submitted,



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

87
Lap over margin

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

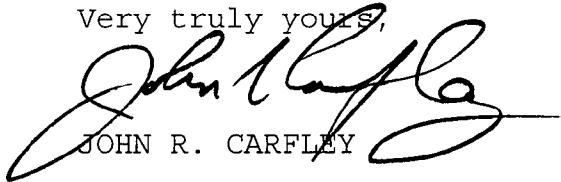
RE: Richard Church et. ux.
vs. Albert Prestash et. ux.
No. 02-1407-CD

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 :

RECEIVED
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 countertops 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

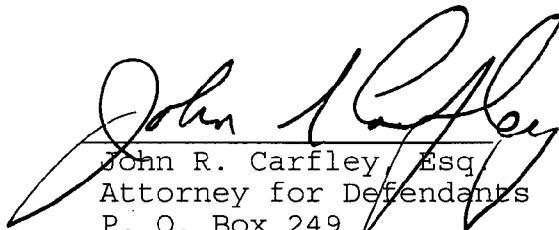
7. No extraordinary legal and evidentiary issues are contemplated.

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 & J'S 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:

Work To Be Performed At:

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

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 STRINGED ROOF & HANDICAP
RAMP W/HAND RAIL. NEW PANCHING ON TWO WALLS & INSTALL
NEW 2 TUB STAINLESS STEEL SINK W/NEW FAUCET. PAINT STAIR
WELL/HALL CEILING'S & 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 RECEPTICLIE BEHIND REFRIGERATOR
& 2 RECEPTICLIES IN DINNING ROOM UNDER WINDOWS.
ALSO PUT UP & LEVEL KITCHEN CEILING FOR 12"X12" EXHIBIT
~~FRIE'S.~~ ~~LAY NEW~~ ~~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 1.
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 J. Churchill

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.

EXHIBIT

EXHIBIT-Agency, N.Y.

Date

3/15/02

Signature *Albert J. Prestash 3-15-02*

Signature *Leander E. Prestash*

341668

STATEMENT

DATE 5-18-02

TO

Fran Tepsik

TERMS

RR 4 Box 251

Philipsburg Pa

IN ACCOUNT WITH

Mark Mowdy

243 W. Allegheny St

Bellefonte Pa 16823

LEADER _____

\$30.00 a Street

#7.00 yd

11. *gum*

7 Sheet

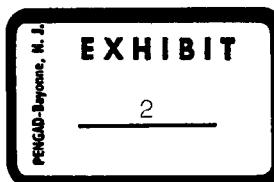
216. 00

4/215

2/3. 00

Paid 5/18/02
March 2002

Adams 25812



Building 6x8 Porch
and Roof & steps

Finished 8/13/62

Installing screen door
and painting

Pd. 600.00 in full

Randy Leffard

ck.

July 30, 2002

Installed New Kitchen Faucet
and repaired drain.

Labor 100.00

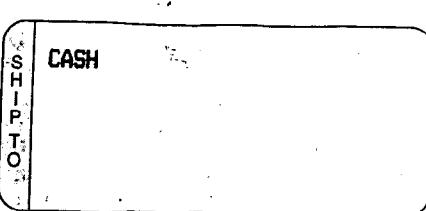
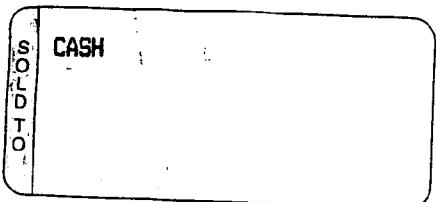
CJ McKedy



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	717-248-0121	WILLIAMSPORT	570-326-4151

www.ybconline.com

SALESMAN	DEL. DATE
<i>BJ</i>	



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.
 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
DRLIC# 09-290-068
REF# R7791270,R7791360

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
		ALEX	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 6% SALES TAX			6.00%	-370.41 37.95

- MEASUREMENTS BY OWNER
PRICE DOESN'T INCLUDE INSTALLATION

TOTAL \$0.00



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	
09.34.29	
SOLD BY	PAM H
CUST. P.O. NO.	

*** INVOICE ***

SLSP:1655 CSHR:1655

LINE#11 1400-131 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 Visiting YBC Supplier Center

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

INANCE 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

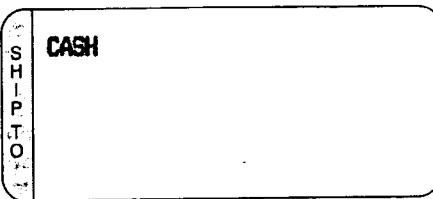
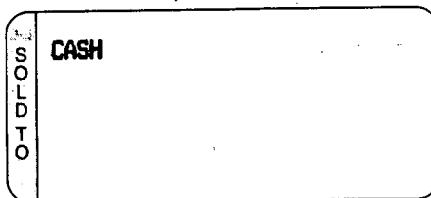


An Employee Owned Company

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
JW	



ACCT. NO.	PROJECT
CASH	000
INV. NO.	0208246
INV. DATE	DEL. DATE
08/08/02	
12:17:59	
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.
	33WDE	3	EACH	NAPCO WHITE ALUM DRIP EDGE 10'	3	2.170	EACH	6.51

METHOD OF PAYMENT	RECEIVED IN GOOD CONDITION	PEN 6.000%	SUBTOTAL	6.57
CASH PAID: 10.00			SALES TAX	0.39

CASH PAID: 10.00

CUSTOMER SIGNATURE

CHANGE DUE: 3.04

PLEASE PAY
THIS AMOUNT

6.96

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.
 I 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
 AYS. SPECIAL ORDERS NOT RETURNABLE. ANY CLAIM OF SHORTAGE MUST BE MADE ON DELIVERY.

CUSTOMER COPY

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

MC 84 LUMBER INC 16881
10141 857-8400



REGULAR HOURS: THURSDAY 7-6
SUNDAY 9-4

ASSOCIATE: MIKE (THANK YOU)

03/03/02 15:36

00 0292-44652

P.O. #	BY	DESCRIPTION	PRICE	EXTENDED
3524300		4X4 W/CL BASE BL-40	1.52	5.76
7500000		BL-08L 3/4" PHILLIPS BIT	0.96	1.96

Subtotal	7.72
tax	0.46
Total	8.18
AMT	10.00
Change	1.82

Print / Off



SCHOFIELD STREET
CURWENSVILLE, PA 16833
814-236-0220

SHAFER ROAD
DUBOIS, PA 15801
814-371-9311

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

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

194 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

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

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

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

TYPE OF TRANSACTION
CASH SALE

STR 1 Page: 1

LOCATION

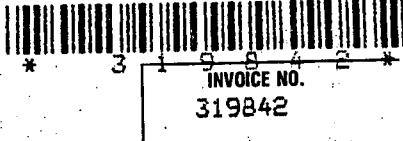
CURWENSVILLE

SOLD TO:

CASH SALE

SHIP TO:

PA



CUST CODE	SEQ. NO.	TIME	TRANS. NO.	TRANS. DATE	STR. NO.	S'MAN	WRT. BY	OPER. NO.	DATE DELV'D	LOADER
10000009		08:36	319842	080302	1	99	30	071601		

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

amt tendered: 20.00 Change: 5.23

Freight Amt: 0.00 Miss 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, omissions and footings are subject to corrections. A finance charge of 11% PER MONTH = APR 18% will be added
to 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



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

*** INVOICE ***

SLSP:201 CSHR:1655

[INP13] 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

PLEASE PAY THIS AMOUNT **5.18**

CASH PAID: 10.00

CUSTOMER SIGNATURE

CHANGE DUE: 4.82

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	7.99
HP-208 BT EXT OIL PRMR			
538629	1	3.99 /EA S	3.99
1007 2 VRNCH-ENML BRUSH			
640474	1	1.49 /EA	1.49
2-1/2 WHT Chip Brush			
401562	1	19.99 /EA S	19.99
SHP9 STN WHITE MP1GAL			

SUB-TOTAL:	33.46	TAX:	2.01
		TOTAL:	35.47
CK#0000315 ABAM		CK AMT:	35.47

====>) CRNL# A41631 (=====
CUST # *5

YOU SAVED \$ 5.00 BY SHOPPING AT
PHILIPSBURG TRUE VALUE

~~The Remodeling Shop~~

111 N. Third Street
Clearfield, PA 16830

Estimate

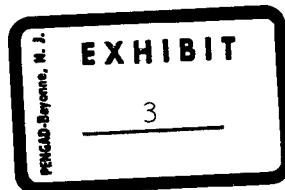
Date

5/21/2003

Name / Address
Albert Prestash
1474 Troy Hawk Run Highway
Philipburgh PA 16866

Project	
Total	112.35
	121.57T
	37.95
	560.00
	7.29
	\$839.16

Phone #	Fax #
814-768-7558	814-768-7559



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
02/01/03 2nd Court 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

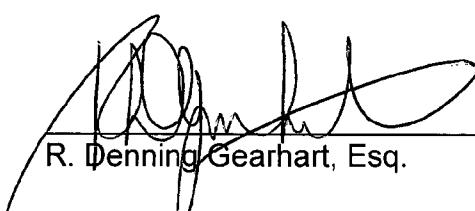
vs. : No. 02-1407-CD

ALBERT PRESTASH and
LEADETH PRESTASH, 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

Leave over margin

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

Q
O
P
Y

Richard Church
Jamie Church

Vs.
Albert Prestash
Leadeth Prestash

No. 2002-01407-CD

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on June 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
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
FAX: 1-814-765-7649

MARCY KELLEY
DEPUTY COURT ADMINISTRATOR

April 24, 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 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
Marcy Kelley
Deputy Court Administrator

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