

2002-1645-CD
CGU Insurance Co. vs William Murray et al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CGU INSURANCE COMPANY, as) CIVIL DIVISION-ARBITRATION
Subrogee of Ricky Reitz and Brenda Reitz,)
RICKY REITZ and BRENDA REITZ,) NO.: 02-1645-CD
Plaintiffs,)
v.)
WILLIAM MURRAY, and)
LIZA BROUSE,)
Defendants.)
Filed on behalf of:
Plaintiffs
Counsel of Record
For This Party:
GREGORY T. ARTIM, ESQUIRE
Pa I.D. # 80886
LAW OFFICE OF KAREN L. MYERS
1751 Lincoln Highway
North Versailles, PA 15137
(412) 823-8003

FILED

OCT 21 2002

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CGU INSURANCE COMPANY, as)	CIVIL DIVISION-ARBITRATION
Subrogee of Ricky Reitz and Brenda Reitz,)	
RICKY REITZ and BRENDA REITZ,)	NO.:
)	
Plaintiffs,)	
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v.)	
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WILLIAM MURRAY, and)	
LIZA BROUSE,)	
)	
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 an 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 CAN NOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP:**

David S. Meholic, Court Administrator
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830
Telephone: (814) 765-2641 ext. 5982

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CGU INSURANCE COMPANY, as)	CIVIL DIVISION-ARBITRATION
Subrogee of Ricky Reitz and Brenda Reitz,)	
RICKY REITZ and BRENDA REITZ,)	NO.:
)	
Plaintiffs,)	
)	
v.)	
)	
WILLIAM MURRAY, and)	
LIZA BROUSE,)	
)	
Defendants.)	

COMPLAINT - CIVIL ACTION

AND NOW, come the Plaintiffs, CGU Insurance Company, as Subrogee of Ricky Reitz and Brenda Reitz, and Ricky Reitz and Brenda Reitz, individually, by and through their attorneys, Gregory T. Artim, Esquire, and LAW OFFICE OF KAREN L. MYERS, P.C., and file the within Complaint in Civil Action and in support thereof aver as follows:

1. Plaintiffs, CGU Insurance Company, as Subrogee of Ricky Reitz and Brenda Reitz, is a corporation lawfully engaged in the business of selling insurance within the Commonwealth of Pennsylvania, having a business address located at 100 Corporate Center Drive P.O. Box 8851 Camp Hill, PA 17001.
2. Plaintiffs, Ricky Reitz and Brenda Reitz, are married adult individuals residing at RR 2, Box 246 A, DuBois, Clearfield County, Pennsylvania 15801, and at all times relevant were the owners of rental property located at R.D. #2 Box 55A, DuBois, Clearfield County, Pennsylvania, 15801.
3. Defendant, William Murray, is an adult individual believed to be residing at 10 Shaffer Avenue, DuBois, Clearfield County, Pennsylvania 15801.

4. Defendant, Liza Brouse, is an adult individual believed to be residing at 10 Shaffer Avenue, DuBois, Clearfield County, Pennsylvania 15801.

5. At all times material, Plaintiff, CGU Insurance Company, provided a policy of property insurance to Plaintiffs, Ricky Reitz and Brenda Reitz, with said policy covering Plaintiffs' rental property located at R.D. #2 Box 55A, DuBois, Clearfield County, Pennsylvania, 15801, insuring against perils such as property damage.

6. The incident described herein occurred on or about June 25, 2001, at the Defendants' then leased residence located at R.D. #2 Box 55A, DuBois, Clearfield County, Pennsylvania, 15801.

7. At the aforementioned time and place, the Defendants did wilfully and intentionally vandalize and/or misuse the property located at R.D. #2 Box 55A, DuBois, causing significant property damage thereto.

COUNT I - TRESPASS

PLAINTIFFS v. WILLIAM MURRAY

8. The allegations in Paragraphs One (1) through Seven (7) are incorporated by reference as though fully set forth at length herein.

9. The residence located at R.D. #2 Box 55A, DuBois, PA 15801 was the property of the Reitz Plaintiffs.

10. Defendant, William Murray did knowingly, willfully and intentionally interfere with the Reitz Plaintiffs possessory interest in the residence located at R.D. #2 Box 55A, DuBois, PA 15801. by vandalizing and/or allowing said property to be vandalized and/or by misusing and/or allowing said property to be misused.

11. The actions of Defendant, William Murray, caused damages to the Plaintiffs in the

amount of \$5,216.96.

WHEREFORE, Plaintiffs, CGU Insurance Company, as Subrogee of Ricky Reitz and Brenda Reitz, and Ricky Reitz and Brenda Reitz, individually, demand judgment in their favor and against the Defendants, William Murray and Liza Brouse, jointly and severally, or in the alternative against any one of them, in the amount of \$5,216.96 along with an award of costs, fees, and any other relief this Court deems just and proper.

COUNT II - TRESPASS

PLAINTIFFS v. LIZA BROUSE

12. The allegations in Paragraphs One (1) through Eleven (11) are incorporated by reference as though fully set forth at length herein

13. The residence located at R.D. #2 Box 55A, DuBois, PA 15801 is the property of the Reitz Plaintiffs.

14. Defendant, Liza Brouse, did knowingly, willfully and intentionally interfere with the Reitz Plaintiffs possessory interest in the residence located at R.D. #2 Box 55A, DuBois, PA 15801, by vandalizing and/or allowing said property to be vandalized and/or by misusing and/or allowing said property to be misused..

15. The actions of Defendant, Liza Brouse, caused damages to the Plaintiffs in the amount of \$5,216.96

WHEREFORE, Plaintiffs, CGU Insurance Company, as Subrogee of Ricky Reitz and Brenda Reitz, and Ricky Reitz and Brenda Reitz, individually, demand judgment in their favor and against the Defendants, William Murray and Liza Brouse, jointly and severally, or in the alternative against any one of them, in the amount of \$5,216.96 along with an award of costs, fees, and any other relief

this Court deems just and proper.

COUNT III - NEGLIGENCE

PLAINTIFFS v. WILLIAM MURRAY

16. The allegations in Paragraphs One (1) through Fifteen (15) are incorporated by reference as though fully set forth at length herein.

17. The Defendant, William Murray, had a duty to keep and maintain the rental property located at R.D. #2 Box 55A, DuBois, PA 15801 in a habitable condition.

18. The Defendant, William Murray, breached said duty by failing to keep and maintain the rental property located at R.D. #2 Box 55A, DuBois, PA 15801 in a habitable condition.

19. The incident described herein was a direct and proximate result of the negligence, carelessness and/or recklessness of the Defendant, William Murray, in general and in the following particulars:

- a. In failing to keep the rental property in a habitable condition;
- b. In failing to maintain the rental property in a habitable condition;
- c. In misusing the property;
- d. In making alterations to the property without the Plaintiffs consent;
- e. In failing to lock the doors of the rental property;
- f. In leaving the doors of the rental property open;
- g. In failing to lock the windows of the rental property;
- h. In leaving the windows of the rental property open;
- i. In otherwise performing negligent actions to be proven at trial.

20. As a direct and proximate result of the Defendant's negligence, carelessness and/or recklessness as described more specifically herein, Plaintiff, CGU Insurance Company, has settled the property damage claim of the Reitz Plaintiffs in the amount of \$5,216.96, (said figure includes Plaintiff's deductible) representing fair and reasonable reimbursement for the damages sustained.

21. Pursuant to the aforesaid policy of insurance, Plaintiff, CGU Insurance Company, is subrogated to the Reitz Plaintiffs for this loss.

WHEREFORE, Plaintiffs, CGU Insurance Company, as Subrogee of Ricky Reitz and Brenda Reitz, and Ricky Reitz and Brenda Reitz, individually, demand judgment in their favor and against the Defendants, William Murray and Liza Brouse, jointly and severally, or in the alternative against any one of them, in the amount of \$5,216.96 along with an award of costs, fees, and any other relief this Court deems just and proper.

COUNT IV - NEGLIGENCE

PLAINTIFFS v. LIZA BROUSE

22. The allegations in Paragraphs One (1) through Twenty-One (21) are incorporated by reference as though fully set forth at length herein.

23. The Defendant, Liza Brouse, had a duty to keep and maintain the rental property located at R.D. #2 Box 55A, DuBois, PA 15801 in a habitable condition.

24. The Defendant, Liza Brouse, breached said duty by failing to keep and maintain the rental property located at R.D. #2 Box 55A, DuBois, PA 15801 a habitable condition.

25. The incident described herein was a direct and proximate result of the negligence, carelessness and/or recklessness of the Defendant, Liza Brouse, in general and in the following particulars:

- a. In failing to keep the rental property in a habitable condition;
- b. In failing to maintain the rental property in a habitable condition;
- c. In misusing the property;
- d. In making alterations to the property without the Plaintiffs consent;
- e. In failing to lock the doors of the rental property;
- f. In leaving the doors of the rental property open;
- g. In failing to lock the windows of the rental property;

- h. In leaving the windows of the rental property open;
- i. In otherwise performing negligent actions to be proven at trial.

26. As a direct and proximate result of the Defendant's negligence, carelessness and/or recklessness as described more specifically herein, Plaintiff, CGU Insurance Company, has settled the property damage claim of the Reitz Plaintiffs in the amount of \$5,216.96 (said figure includes Plaintiffs' deductible) representing fair and reasonable reimbursement for the damages sustained.

27. Pursuant to the aforesaid policy of insurance, Plaintiff, CGU Insurance Company, is subrogated to the Reitz Plaintiffs for this loss.

WHEREFORE, Plaintiffs, CGU Insurance Company, as Subrogee of Ricky Reitz and Brenda Reitz, and Ricky Reitz and Brenda Reitz, individually, demand judgment in their favor and against the Defendants, William Murray and Liza Brouse, jointly and severally, or in the alternative against any one of them, in the amount of \$5,216.96 along with an award of costs, fees, and any other relief this Court deems just and proper.

COUNT V - BREACH OF CONTRACT
PLAINTIFFS v. WILLIAM MURRAY

28. The allegations set forth in paragraphs one (1) through twenty- seven (27) are incorporated by reference as if fully set forth at length herein.

29. On or about, January 11, 2001, Plaintiffs contracted with Defendant for the rental property located at R.D. #2 Box 55A, DuBois, PA 15801.

30. Per the agreement of the parties, Defendant was to return the property to Plaintiff in the same and/or similar condition as it was at the time of inception of the contract.

31. Defendant breached the contract by abandoning the property on or about June 25, 2001,

and/or by vandalizing and/or misusing the property.

32. During Defendant's possession of the aforesaid property, substantial property damage was incurred at that location through Defendant's neglect, carelessness, and/or misuse of the property.

33. Plaintiff's suffered damages in the amount of \$5,216.96 as the result of the Defendant's breach of contract.

WHEREFORE, Plaintiffs, CGU Insurance Company, as Subrogee of Ricky Reitz and Brenda Reitz, and Ricky Reitz and Brenda Reitz, individually, demand judgment in their favor and against the Defendants, William Murray and Liza Brouse, jointly and severally, or in the alternative against any one of them, in the amount of \$5,216.96 along with an award of costs, fees, and any other relief this Court deems just and proper.

COUNT V - BREACH OF CONTRACT

PLAINTIFFS v. LIZA BROUSE

34. The allegations set forth in paragraphs one (1) through thirty-four (34) are incorporated by reference as if fully set forth at length herein.

35. On or about, January 11, 2001, Plaintiffs contracted with Defendant for the rental property located at R.D. #2 Box 55A, DuBois, PA 15801.

36. Per the agreement of the parties, defendant was to return the property to Plaintiff in the same and/or similar condition as it was at the time of the inception of the contract.

37. Defendant breached the contract by abandoning the property on or about June 25, 2001.

38. During Defendant's possession of the aforesaid property, substantial property damage was incurred at that location through Defendant's neglect, carelessness, and/or misuse of the

property.

39. Plaintiff's suffered damages in the amount of \$5,216.96 as the result of the Breach of Contract.

WHEREFORE, Plaintiffs, CGU Insurance Company, as Subrogee of Ricky Reitz and Brenda Reitz, and Ricky Reitz and Brenda Reitz, individually, demand judgment in their favor and against the Defendants, William Murray and Liza Brouse, jointly and severally, or in the alternative against any one of them, in the amount of \$5,216.96 along with an award of costs, fees, and any other relief this Court deems just and proper.

Respectfully submitted,

LAW OFFICE OF KAREN L. MYERS, P.C.



By: Gregory T. Artim, Esquire
PA. I.D. #80886
Attorney for Plaintiff

VERIFICATION

I, GREGORY T. ARTIM, have read the foregoing **COMPLAINT** and verify that the statements therein are correct to the best of my personal knowledge, information and/or belief.

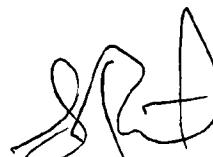
This verification is made subject to the penalties of 18 PA. C.S.A. Section 4904, relating to unsworn falsification to authorities, which provides that if I make knowingly false statements I may be subject to criminal penalties.

This Verification is made on behalf of the Plaintiffs; said Plaintiffs are unable and unavailable to make this verification on their own behalf within the time allotted for filing of this pleading, and the facts set forth in the foregoing pleading are true and correct to the best of counsel's knowledge, information and belief.

This Verification is made pursuant to Pa. R.C.P. 1024 and is based on interviews, conferences, reports, records and other investigative material in the file.

DATE

10-18-02



GREGORY T. ARTIM, ESQUIRE
Pa. I.D. #80886
Attorney for Plaintiffs

25 Nov 02 Document
Reinstated/Reissued to Sheriff/Attorney
for service. *William A. Shaw*
Deputy Prothonotary

21 Jan 03 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

William A. Shaw
Deputy Prothonotary

FILED *W.A. Shaw*
Oct 21 2002 8:00 AM pd.
2 CC Shf

William A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13202

CGU INSURANCE COMPANY

02-1645-CD

VS.

MURRAY, WILLIAM & LIZA BROUSE

COMPLAINT

SHERIFF RETURNS

**NOW NOVEMBER 4, 2002 AFTER DILIGENT SEARCH IN MY BAILIWICK I
RETURN THE WITHIN COMPLAINT "NOT FOUND" AS TO LIZA BROUSE and
WILLIAM MURRAY, DEFENDANTS. MOVED LEFT NO FORWARDIND ADDRESS.**

Return Costs

Cost	Description
36.35	SHFF. HAWKINS PAID BY; ATTY.
20.00	SURCHARGE PAID BY; ATTY.

Sworn to Before Me This

6th Day Of Nov, 2002
William A. Shaw

So Answers,

Chester Hawkins
by Marilyn Harris
Chester A. Hawkins
Sheriff

FILED

NOV 06 2002

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CGU INSURANCE COMPANY, as)	CIVIL DIVISION-ARBITRATION
Subrogee of Ricky Reitz and Brenda Reitz,)	
RICKY REITZ and BRENDA REITZ,)	NO.: 02-1645-C
Plaintiffs,)	
v.)	COMPLAINT - CIVIL ACTION
WILLIAM MURRAY, and)	
LIZA BROUSE,)	Filed on behalf of:
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)	Counsel of Record
)	For This Party:
)	GREGORY T. ARTIM, ESQUIRE
)	Pa I.D. # 80886
)	LAW OFFICE OF KAREN L. MYERS
)	1751 Lincoln Highway
)	North Versailles, PA 15137
)	(412) 823-8003
)	

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

OCT 21 2002

Attest.

W. L. H.
Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CGU INSURANCE COMPANY, as)	CIVIL DIVISION-ARBITRATION
Subrogee of Ricky Reitz and Brenda Reitz,)	
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AND NOW, come the Plaintiffs, CGU Insurance Company, as Subrogee of Ricky Reitz and Brenda Reitz, and Ricky Reitz and Brenda Reitz, individually, by and through their attorneys, Gregory T. Artim, Esquire, and LAW OFFICE OF KAREN L. MYERS, P.C., and file the within Complaint in Civil Action and in support thereof aver as follows:

1. Plaintiffs, CGU Insurance Company, as Subrogee of Ricky Reitz and Brenda Reitz, is a corporation lawfully engaged in the business of selling insurance within the Commonwealth of Pennsylvania, having a business address located at 100 Corporate Center Drive P.O. Box 8851 Camp Hill, PA 17001.
2. Plaintiffs, Ricky Reitz and Brenda Reitz, are married adult individuals residing at RR 2, Box 246 A, DuBois, Clearfield County, Pennsylvania 15801, and at all times relevant were the owners of rental property located at R.D. #2 Box 55A, DuBois, Clearfield County, Pennsylvania, 15801.
3. Defendant, William Murray, is an adult individual believed to be residing at 10 Shaffer Avenue, DuBois, Clearfield County, Pennsylvania 15801.

4. Defendant, Liza Brouse, is an adult individual believed to be residing at 10 Shaffer Avenue, DuBois, Clearfield County, Pennsylvania 15801.

5. At all times material, Plaintiff, CGU Insurance Company, provided a policy of property insurance to Plaintiffs, Ricky Reitz and Brenda Reitz, with said policy covering Plaintiffs' rental property located at R.D. #2 Box 55A, DuBois, Clearfield County, Pennsylvania, 15801, insuring against perils such as property damage.

6. The incident described herein occurred on or about June 25, 2001, at the Defendants' then leased residence located at R.D. #2 Box 55A, DuBois, Clearfield County, Pennsylvania, 15801.

7. At the aforementioned time and place, the Defendants did wilfully and intentionally vandalize and/or misuse the property located at R.D. #2 Box 55A, DuBois, causing significant property damage thereto.

COUNT I - TRESPASS

PLAINTIFFS v. WILLIAM MURRAY

8. The allegations in Paragraphs One (1) through Seven (7) are incorporated by reference as though fully set forth at length herein.

9. The residence located at R.D. #2 Box 55A, DuBois, PA 15801 was the property of the Reitz Plaintiffs.

10. Defendant, William Murray did knowingly, willfully and intentionally interfere with the Reitz Plaintiffs possessory interest in the residence located at R.D. #2 Box 55A, DuBois, PA 15801. by vandalizing and/or allowing said property to be vandalized and/or by misusing and/or allowing said property to be misused.

11. The actions of Defendant, William Murray, caused damages to the Plaintiffs in the

amount of \$5,216.96.

WHEREFORE, Plaintiffs, CGU Insurance Company, as Subrogee of Ricky Reitz and Brenda Reitz, and Ricky Reitz and Brenda Reitz, individually, demand judgment in their favor and against the Defendants, William Murray and Liza Brouse, jointly and severally, or in the alternative against any one of them, in the amount of \$5,216.96 along with an award of costs, fees, and any other relief this Court deems just and proper.

COUNT II - TRESPASS

PLAINTIFFS v. LIZA BROUSE

12. The allegations in Paragraphs One (1) through Eleven (11) are incorporated by reference as though fully set forth at length herein

13. The residence located at R.D. #2 Box 55A, DuBois, PA 15801 is the property of the Reitz Plaintiffs.

14. Defendant, Liza Brouse, did knowingly, willfully and intentionally interfere with the Reitz Plaintiffs possessory interest in the residence located at R.D. #2 Box 55A, DuBois, PA 15801, by vandalizing and/or allowing said property to be vandalized and/or by misusing and/or allowing said property to be misused..

15. The actions of Defendant, Liza Brouse, caused damages to the Plaintiffs in the amount of \$5,216.96

WHEREFORE, Plaintiffs, CGU Insurance Company, as Subrogee of Ricky Reitz and Brenda Reitz, and Ricky Reitz and Brenda Reitz, individually, demand judgment in their favor and against the Defendants, William Murray and Liza Brouse, jointly and severally, or in the alternative against any one of them, in the amount of \$5,216.96 along with an award of costs, fees, and any other relief

this Court deems just and proper.

COUNT III - NEGLIGENCE

PLAINTIFFS v. WILLIAM MURRAY

16. The allegations in Paragraphs One (1) through Fifteen (15) are incorporated by reference as though fully set forth at length herein.

17. The Defendant, William Murray, had a duty to keep and maintain the rental property located at R.D. #2 Box 55A, DuBois, PA 15801 in a habitable condition.

18. The Defendant, William Murray, breached said duty by failing to keep and maintain the rental property located at R.D. #2 Box 55A, DuBois, PA 15801 in a habitable condition.

19. The incident described herein was a direct and proximate result of the negligence, carelessness and/or recklessness of the Defendant, William Murray, in general and in the following particulars:

- a. In failing to keep the rental property in a habitable condition;
- b. In failing to maintain the rental property in a habitable condition;
- c. In misusing the property;
- d. In making alterations to the property without the Plaintiffs consent;
- e. In failing to lock the doors of the rental property;
- f. In leaving the doors of the rental property open;
- g. In failing to lock the windows of the rental property;
- h. In leaving the windows of the rental property open;
- i. In otherwise performing negligent actions to be proven at trial.

20. As a direct and proximate result of the Defendant's negligence, carelessness and/or recklessness as described more specifically herein, Plaintiff, CGU Insurance Company, has settled the property damage claim of the Reitz Plaintiffs in the amount of \$5,216.96, (said figure includes Plaintiff's deductible) representing fair and reasonable reimbursement for the damages sustained.

21. Pursuant to the aforesaid policy of insurance, Plaintiff, CGU Insurance Company, is subrogated to the Reitz Plaintiffs for this loss.

WHEREFORE, Plaintiffs, CGU Insurance Company, as Subrogee of Ricky Reitz and Brenda Reitz, and Ricky Reitz and Brenda Reitz, individually, demand judgment in their favor and against the Defendants, William Murray and Liza Brouse, jointly and severally, or in the alternative against any one of them, in the amount of \$5,216.96 along with an award of costs, fees, and any other relief this Court deems just and proper.

COUNT IV - NEGLIGENCE

PLAINTIFFS v. LIZA BROUSE

22. The allegations in Paragraphs One (1) through Twenty-One (21) are incorporated by reference as though fully set forth at length herein.

23. The Defendant, Liza Brouse, had a duty to keep and maintain the rental property located at R.D. #2 Box 55A, DuBois, PA 15801 in a habitable condition.

24. The Defendant, Liza Brouse, breached said duty by failing to keep and maintain the rental property located at R.D. #2 Box 55A, DuBois, PA 15801 a habitable condition.

25. The incident described herein was a direct and proximate result of the negligence, carelessness and/or recklessness of the Defendant, Liza Brouse, in general and in the following particulars:

- a. In failing to keep the rental property in a habitable condition;
- b. In failing to maintain the rental property in a habitable condition;
- c. In misusing the property;
- d. In making alterations to the property without the Plaintiffs consent;
- e. In failing to lock the doors of the rental property;
- f. In leaving the doors of the rental property open;
- g. In failing to lock the windows of the rental property;

h. In leaving the windows of the rental property open;
i. In otherwise performing negligent actions to be proven at trial.

26. As a direct and proximate result of the Defendant's negligence, carelessness and/or recklessness as described more specifically herein, Plaintiff, CGU Insurance Company, has settled the property damage claim of the Reitz Plaintiffs in the amount of \$5,216.96 (said figure includes Plaintiffs' deductible) representing fair and reasonable reimbursement for the damages sustained.

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WHEREFORE, Plaintiffs, CGU Insurance Company, as Subrogee of Ricky Reitz and Brenda Reitz, and Ricky Reitz and Brenda Reitz, individually, demand judgment in their favor and against the Defendants, William Murray and Liza Brouse, jointly and severally, or in the alternative against any one of them, in the amount of \$5,216.96 along with an award of costs, fees, and any other relief this Court deems just and proper.

COUNT V - BREACH OF CONTRACT
PLAINTIFFS v. WILLIAM MURRAY

28. The allegations set forth in paragraphs one (1) through twenty- seven (27) are incorporated by reference as if fully set forth at length herein.

29. On or about, January 11, 2001, Plaintiffs contracted with Defendant for the rental property located at R.D. #2 Box 55A, DuBois, PA 15801.

30. Per the agreement of the parties, Defendant was to return the property to Plaintiff in the same and/or similar condition as it was at the time of inception of the contract.

31. Defendant breached the contract by abandoning the property on or about June 25, 2001,

and/or by vandalizing and/or misusing the property.

32. During Defendant's possession of the aforesaid property, substantial property damage was incurred at that location through Defendant's neglect, carelessness, and/or misuse of the property.

33. Plaintiff's suffered damages in the amount of \$5,216.96 as the result of the Defendant's breach of contract.

WHEREFORE, Plaintiffs, CGU Insurance Company, as Subrogee of Ricky Reitz and Brenda Reitz, and Ricky Reitz and Brenda Reitz, individually, demand judgment in their favor and against the Defendants, William Murray and Liza Brouse, jointly and severally, or in the alternative against any one of them, in the amount of \$5,216.96 along with an award of costs, fees, and any other relief this Court deems just and proper.

COUNT V - BREACH OF CONTRACT

PLAINTIFFS v. LIZA BROUSE

34. The allegations set forth in paragraphs one (1) through thirty-four (34) are incorporated by reference as if fully set forth at length herein.

35. On or about, January 11, 2001, Plaintiffs contracted with Defendant for the rental property located at R.D. #2 Box 55A, DuBois, PA 15801.

36. Per the agreement of the parties, defendant was to return the property to Plaintiff in the same and/or similar condition as it was at the time of the inception of the contract.

37. Defendant breached the contract by abandoning the property on or about June 25, 2001.

38. During Defendant's possession of the aforesaid property, substantial property damage was incurred at that location through Defendant's neglect, carelessness, and/or misuse of the

property.

39. Plaintiff's suffered damages in the amount of \$5,216.96 as the result of the Breach of Contract.

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Respectfully submitted,

LAW OFFICE OF KAREN L. MYERS, P.C.



By: **Gregory T. Artim, Esquire**
P.A. I.D. #80886
Attorney for Plaintiff

VERIFICATION

I, GREGORY T. ARTIM, have read the foregoing **COMPLAINT** and verify that the statements therein are correct to the best of my personal knowledge, information and/or belief.

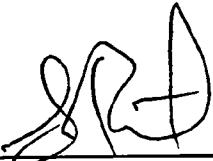
This verification is made subject to the penalties of 18 PA. C.S.A. Section 4904, relating to unsworn falsification to authorities, which provides that if I make knowingly false statements I may be subject to criminal penalties.

This Verification is made on behalf of the Plaintiffs; said Plaintiffs are unable and unavailable to make this verification on their own behalf within the time allotted for filing of this pleading, and the facts set forth in the foregoing pleading are true and correct to the best of counsel's knowledge, information and belief.

This Verification is made pursuant to Pa. R.C.P. 1024 and is based on interviews, conferences, reports, records and other investigative material in the file.

DATE

10-19-02



GREGORY T. ARTIM, ESQUIRE
Pa. I.D. #80886
Attorney for Plaintiffs

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CGU INSURANCE COMPANY, as)	CIVIL DIVISION-ARBITRATION
Subrogee of Ricky Reitz and Brenda Reitz,)	
RICKY REITZ and BRENDA REITZ,)	NO.: 02-1645-CD
)	
Plaintiffs,)	
)	
v.)	COMPLAINT - CIVIL ACTION
)	
WILLIAM MURRAY, and)	
LIZA BROUSE,)	
)	Filed on behalf of:
Defendants.)	
)	Plaintiffs
)	
)	Counsel of Record
)	For This Party:
)	
)	GREGORY T. ARTIM, ESQUIRE
)	Pa I.D. # 80886
)	
)	LAW OFFICE OF KAREN L. MYERS
)	1751 Lincoln Highway
)	North Versailles, PA 15137
)	(412) 823-8003
)	

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

OCT 21 2002

Attest.

William B. Reitz
Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CGU INSURANCE COMPANY, as)	CIVIL DIVISION-ARBITRATION
Subrogee of Ricky Reitz and Brenda Reitz,)	
RICKY REITZ and BRENDA REITZ,)	NO.:
)	
Plaintiffs,)	
)	
v.)	
)	
WILLIAM MURRAY, and)	
LIZA BROUSE,)	
)	
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 an 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 CAN NOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP:**

David S. Meholic, Court Administrator
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830
Telephone: (814) 765-2641 ext. 5982

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CGU INSURANCE COMPANY, as)	CIVIL DIVISION-ARBITRATION
Subrogee of Ricky Reitz and Brenda Reitz,)	
RICKY REITZ and BRENDA REITZ,)	NO.:
)	
Plaintiffs,)	
)	
V.)	
)	
WILLIAM MURRAY, and)	
LIZA BROUSE,)	
)	
Defendants.)	

COMPLAINT - CIVIL ACTION

AND NOW, come the Plaintiffs, CGU Insurance Company, as Subrogee of Ricky Reitz and Brenda Reitz, and Ricky Reitz and Brenda Reitz, individually, by and through their attorneys, Gregory T. Artim, Esquire, and LAW OFFICE OF KAREN L. MYERS, P.C., and file the within Complaint in Civil Action and in support thereof aver as follows:

1. Plaintiffs, CGU Insurance Company, as Subrogee of Ricky Reitz and Brenda Reitz, is a corporation lawfully engaged in the business of selling insurance within the Commonwealth of Pennsylvania, having a business address located at 100 Corporate Center Drive P.O. Box 8851 Camp Hill, PA 17001.
2. Plaintiffs, Ricky Reitz and Brenda Reitz, are married adult individuals residing at RR 2, Box 246 A, DuBois, Clearfield County, Pennsylvania 15801, and at all times relevant were the owners of rental property located at R.D. #2 Box 55A, DuBois, Clearfield County, Pennsylvania, 15801.
3. Defendant, William Murray, is an adult individual believed to be residing at 10 Shaffer Avenue, DuBois, Clearfield County, Pennsylvania 15801.

4. Defendant, Liza Brouse, is an adult individual believed to be residing at 10 Shaffer Avenue, DuBois, Clearfield County, Pennsylvania 15801.

5. At all times material, Plaintiff, CGU Insurance Company, provided a policy of property insurance to Plaintiffs, Ricky Reitz and Brenda Reitz, with said policy covering Plaintiffs' rental property located at R.D. #2 Box 55A, DuBois, Clearfield County, Pennsylvania, 15801, insuring against perils such as property damage.

6. The incident described herein occurred on or about June 25, 2001, at the Defendants' then leased residence located at R.D. #2 Box 55A, DuBois, Clearfield County, Pennsylvania, 15801.

7. At the aforementioned time and place, the Defendants did wilfully and intentionally vandalize and/or misuse the property located at R.D. #2 Box 55A, DuBois, causing significant property damage thereto.

COUNT I - TRESPASS

PLAINTIFFS v. WILLIAM MURRAY

8. The allegations in Paragraphs One (1) through Seven (7) are incorporated by reference as though fully set forth at length herein.

9. The residence located at R.D. #2 Box 55A, DuBois, PA 15801 was the property of the Reitz Plaintiffs.

10. Defendant, William Murray did knowingly, willfully and intentionally interfere with the Reitz Plaintiffs possessory interest in the residence located at R.D. #2 Box 55A, DuBois, PA 15801. by vandalizing and/or allowing said property to be vandalized and/or by misusing and/or allowing said property to be misused.

11. The actions of Defendant, William Murray, caused damages to the Plaintiffs in the

amount of \$5,216.96.

WHEREFORE, Plaintiffs, CGU Insurance Company, as Subrogee of Ricky Reitz and Brenda Reitz, and Ricky Reitz and Brenda Reitz, individually, demand judgment in their favor and against the Defendants, William Murray and Liza Brouse, jointly and severally, or in the alternative against any one of them, in the amount of \$5,216.96 along with an award of costs, fees, and any other relief this Court deems just and proper.

COUNT II - TRESPASS

PLAINTIFFS v. LIZA BROUSE

12. The allegations in Paragraphs One (1) through Eleven (11) are incorporated by reference as though fully set forth at length herein

13. The residence located at R.D. #2 Box 55A, DuBois, PA 15801 is the property of the Reitz Plaintiffs.

14. Defendant, Liza Brouse, did knowingly, willfully and intentionally interfere with the Reitz Plaintiffs possessory interest in the residence located at R.D. #2 Box 55A, DuBois, PA 15801, by vandalizing and/or allowing said property to be vandalized and/or by misusing and/or allowing said property to be misused..

15. The actions of Defendant, Liza Brouse, caused damages to the Plaintiffs in the amount of \$5,216.96

WHEREFORE, Plaintiffs, CGU Insurance Company, as Subrogee of Ricky Reitz and Brenda Reitz, and Ricky Reitz and Brenda Reitz, individually, demand judgment in their favor and against the Defendants, William Murray and Liza Brouse, jointly and severally, or in the alternative against any one of them, in the amount of \$5,216.96 along with an award of costs, fees, and any other relief

this Court deems just and proper.

COUNT III - NEGLIGENCE

PLAINTIFFS v. WILLIAM MURRAY

16. The allegations in Paragraphs One (1) through Fifteen (15) are incorporated by reference as though fully set forth at length herein.

17. The Defendant, William Murray, had a duty to keep and maintain the rental property located at R.D. #2 Box 55A, DuBois, PA 15801 in a habitable condition.

18. The Defendant, William Murray, breached said duty by failing to keep and maintain the rental property located at R.D. #2 Box 55A, DuBois, PA 15801 in a habitable condition.

19. The incident described herein was a direct and proximate result of the negligence, carelessness and/or recklessness of the Defendant, William Murray, in general and in the following particulars:

- a. In failing to keep the rental property in a habitable condition;
- b. In failing to maintain the rental property in a habitable condition;
- c. In misusing the property;
- d. In making alterations to the property without the Plaintiffs consent;
- e. In failing to lock the doors of the rental property;
- f. In leaving the doors of the rental property open;
- g. In failing to lock the windows of the rental property;
- h. In leaving the windows of the rental property open;
- i. In otherwise performing negligent actions to be proven at trial.

20. As a direct and proximate result of the Defendant's negligence, carelessness and/or recklessness as described more specifically herein, Plaintiff, CGU Insurance Company, has settled the property damage claim of the Reitz Plaintiffs in the amount of \$5,216.96, (said figure includes Plaintiff's deductible) representing fair and reasonable reimbursement for the damages sustained.

21. Pursuant to the aforesaid policy of insurance, Plaintiff, CGU Insurance Company, is subrogated to the Reitz Plaintiffs for this loss.

WHEREFORE, Plaintiffs, CGU Insurance Company, as Subrogee of Ricky Reitz and Brenda Reitz, and Ricky Reitz and Brenda Reitz, individually, demand judgment in their favor and against the Defendants, William Murray and Liza Brouse, jointly and severally, or in the alternative against any one of them, in the amount of \$5,216.96 along with an award of costs, fees, and any other relief this Court deems just and proper.

COUNT IV - NEGLIGENCE

PLAINTIFFS v. LIZA BROUSE

22. The allegations in Paragraphs One (1) through Twenty-One (21) are incorporated by reference as though fully set forth at length herein.

23. The Defendant, Liza Brouse, had a duty to keep and maintain the rental property located at R.D. #2 Box 55A, DuBois, PA 15801 in a habitable condition.

24. The Defendant, Liza Brouse, breached said duty by failing to keep and maintain the rental property located at R.D. #2 Box 55A, DuBois, PA 15801 a habitable condition.

25. The incident described herein was a direct and proximate result of the negligence, carelessness and/or recklessness of the Defendant, Liza Brouse, in general and in the following particulars:

- a. In failing to keep the rental property in a habitable condition;
- b. In failing to maintain the rental property in a habitable condition;
- c. In misusing the property;
- d. In making alterations to the property without the Plaintiffs consent;
- e. In failing to lock the doors of the rental property;
- f. In leaving the doors of the rental property open;
- g. In failing to lock the windows of the rental property;

- h. In leaving the windows of the rental property open;
- i. In otherwise performing negligent actions to be proven at trial.

26. As a direct and proximate result of the Defendant's negligence, carelessness and/or recklessness as described more specifically herein, Plaintiff, CGU Insurance Company, has settled the property damage claim of the Reitz Plaintiffs in the amount of \$5,216.96 (said figure includes Plaintiffs' deductible) representing fair and reasonable reimbursement for the damages sustained.

27. Pursuant to the aforesaid policy of insurance, Plaintiff, CGU Insurance Company, is subrogated to the Reitz Plaintiffs for this loss.

WHEREFORE, Plaintiffs, CGU Insurance Company, as Subrogee of Ricky Reitz and Brenda Reitz, and Ricky Reitz and Brenda Reitz, individually, demand judgment in their favor and against the Defendants, William Murray and Liza Brouse, jointly and severally, or in the alternative against any one of them, in the amount of \$5,216.96 along with an award of costs, fees, and any other relief this Court deems just and proper.

COUNT V - BREACH OF CONTRACT
PLAINTIFFS v. WILLIAM MURRAY

28. The allegations set forth in paragraphs one (1) through twenty- seven (27) are incorporated by reference as if fully set forth at length herein.

29. On or about, January 11, 2001, Plaintiffs contracted with Defendant for the rental property located at R.D. #2 Box 55A, DuBois, PA 15801.

30. Per the agreement of the parties, Defendant was to return the property to Plaintiff in the same and/or similar condition as it was at the time of inception of the contract.

31. Defendant breached the contract by abandoning the property on or about June 25, 2001,

and/or by vandalizing and/or misusing the property.

32. During Defendant's possession of the aforesaid property, substantial property damage was incurred at that location through Defendant's neglect, carelessness, and/or misuse of the property.

33. Plaintiff's suffered damages in the amount of \$5,216.96 as the result of the Defendant's breach of contract.

WHEREFORE, Plaintiffs, CGU Insurance Company, as Subrogee of Ricky Reitz and Brenda Reitz, and Ricky Reitz and Brenda Reitz, individually, demand judgment in their favor and against the Defendants, William Murray and Liza Brouse, jointly and severally, or in the alternative against any one of them, in the amount of \$5,216.96 along with an award of costs, fees, and any other relief this Court deems just and proper.

COUNT V - BREACH OF CONTRACT

PLAINTIFFS v. LIZA BROUSE

34. The allegations set forth in paragraphs one (1) through thirty-four (34) are incorporated by reference as if fully set forth at length herein.

35. On or about, January 11, 2001, Plaintiffs contracted with Defendant for the rental property located at R.D. #2 Box 55A, DuBois, PA 15801.

36. Per the agreement of the parties, defendant was to return the property to Plaintiff in the same and/or similar condition as it was at the time of the inception of the contract.

37. Defendant breached the contract by abandoning the property on or about June 25, 2001.

38. During Defendant's possession of the aforesaid property, substantial property damage was incurred at that location through Defendant's neglect, carelessness, and/or misuse of the

property.

39. Plaintiff's suffered damages in the amount of \$5,216.96 as the result of the Breach of Contract.

WHEREFORE, Plaintiffs, CGU Insurance Company, as Subrogee of Ricky Reitz and Brenda Reitz, and Ricky Reitz and Brenda Reitz, individually, demand judgment in their favor and against the Defendants, William Murray and Liza Brouse, jointly and severally, or in the alternative against any one of them, in the amount of \$5,216.96 along with an award of costs, fees, and any other relief this Court deems just and proper.

Respectfully submitted,

LAW OFFICE OF KAREN L. MYERS, P.C.

By: 
Gregory T. Artim, Esquire
PA. I.D. #80886
Attorney for Plaintiff

VERIFICATION

I, GREGORY T. ARTIM, have read the foregoing COMPLAINT and verify that the statements therein are correct to the best of my personal knowledge, information and/or belief.

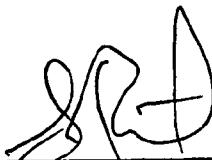
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This Verification is made pursuant to Pa. R.C.P. 1024 and is based on interviews, conferences, reports, records and other investigative material in the file.

DATE

10-19-02



GREGORY T. ARTIM, ESQUIRE
Pa. I.D. #80886
Attorney for Plaintiffs

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CGU INSURANCE COMPANY, as) CIVIL DIVISION-ARBITRATION
Subrogee of Ricky Reitz and Brenda Reitz,)
RICKY REITZ and BRENDA REITZ,) NO.:02-1645-CD
)
Plaintiffs,)
)
v.) **PRAECIPE TO REINSTATE COMPLAINT**
)
WILLIAM MURRAY, and)
LIZA BROUSE,)
)
Defendants.)
) Filed on behalf of:
)
) Plaintiffs
)
) Counsel of Record
) For This Party:
)
) GREGORY T. ARTIM, ESQUIRE
) Pa. I.D. #80886
)
) **LAW OFFICE OF KAREN L. MYERS**
) 1751 Lincoln Highway
) North Versailles, PA 15137
)
) (412) 823-8003

10/10/2002
Karen L. Myers

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CGU INSURANCE COMPANY, as)	CIVIL DIVISION-ARBITRATION
Subrogee of Ricky Reitz and Brenda Reitz,)	
RICKY REITZ and BRENDA REITZ,)	NO.:02-1645-CD
)	
Plaintiffs,)	
)	
v.)	
)	
WILLIAM MURRAY, and)	
LIZA BROUSE,)	
)	
Defendants.)	

PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY:

Kindly Reinstate the Complaint filed at the above captioned term and number.

Respectfully submitted,



Gregory T. Artim, Esquire
PA I.D. #80886
Attorney for Plaintiff

6.0

100% 100% NC

100% 100% NC

100% 100% NC

W.M. Shattuck 2 Comps Reinstated
Proprietary to Staff

6/2

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13202

CGU INSURANCE COMPANY

02-1645-CD

VS.

MURRAY, WILLIAM & LIZA BROUSE

COMPLAINT

SHERIFF RETURNS

**NOW JANUARY 16, 2003 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN
THE WITHIN COMPLAINT "NOT FOUND" AS TO WILLIAM MURRAY and LIZA
BROUSE, DEFENDANTS. WRONG ADDRESS, POST OFFICE HAS NO INFORMATION.**

Return Costs

Cost Description

27.35 SHFF. HAWKINS PAID BY; ATTY.

20.00 SURCHARGE PAID BY; ATTY.

Sworn to Before Me This

17th Day Of January 2003
William A. Shaw GAS

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

So Answers,

Chester A. Hawkins
by Mandy Harris
Chester A. Hawkins
Sheriff

11-25-C2 Document
Reinstated/Reissued to Sheriff/Attorney
for service. *Will A. Shaw*
Deputy Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CGU INSURANCE COMPANY, as)	CIVIL DIVISION-ARBITRATION
Subrogee of Ricky Reitz and Brenda Reitz,)	
RICKY REITZ and BRENDA REITZ,)	NO.: 02-16045-C2
Plaintiffs,)	
v.)	COMPLAINT - CIVIL ACTION
WILLIAM MURRAY, and)	
LIZA BROUSE,)	
Defendants.)	Filed on behalf of:
)	Plaintiffs
)	Counsel of Record
)	For This Party:
)	GREGORY T. ARTIM, ESQUIRE
)	Pa I.D. # 80886
)	LAW OFFICE OF KAREN L. MYERS
)	1751 Lincoln Highway
)	North Versailles, PA 15137
)	(412) 823-8003
)	

FILED
11-25-C2

OCT 21 2002

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CGU INSURANCE COMPANY, as)	CIVIL DIVISION-ARBITRATION
Subrogee of Ricky Reitz and Brenda Reitz,)	
RICKY REITZ and BRENDA REITZ,)	
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v.)	
)	
WILLIAM MURRAY, and)	
LIZA BROUSE,)	
)	
Defendants.)	

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CGU INSURANCE COMPANY, as) CIVIL DIVISION-ARBITRATION
Subrogee of Ricky Reitz and Brenda Reitz,)
RICKY REITZ and BRENDA REITZ,) NO.:
)
Plaintiffs,)
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v.)
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WILLIAM MURRAY, and)
LIZA BROUSE,)
)
Defendants.)

COMPLAINT - CIVIL ACTION

AND NOW, come the Plaintiffs, CGU Insurance Company, as Subrogee of Ricky Reitz and Brenda Reitz, and Ricky Reitz and Brenda Reitz, individually, by and through their attorneys, Gregory T. Artim, Esquire, and LAW OFFICE OF KAREN L. MYERS, P.C., and file the within Complaint in Civil Action and in support thereof aver as follows:

1. Plaintiffs, CGU Insurance Company, as Subrogee of Ricky Reitz and Brenda Reitz, is a corporation lawfully engaged in the business of selling insurance within the Commonwealth of Pennsylvania, having a business address located at 100 Corporate Center Drive P.O. Box 8851 Camp Hill, PA 17001.
2. Plaintiffs, Ricky Reitz and Brenda Reitz, are married adult individuals residing at RR 2, Box 246 A, DuBois, Clearfield County, Pennsylvania 15801, and at all times relevant were the owners of rental property located at R.D. #2 Box 55A, DuBois, Clearfield County, Pennsylvania, 15801.
3. Defendant, William Murray, is an adult individual believed to be residing at 10 Shaffer Avenue, DuBois, Clearfield County, Pennsylvania 15801.

4. Defendant, Liza Brouse, is an adult individual believed to be residing at 10 Shaffer Avenue, DuBois, Clearfield County, Pennsylvania 15801.

5. At all times material, Plaintiff, CGU Insurance Company, provided a policy of property insurance to Plaintiffs, Ricky Reitz and Brenda Reitz, with said policy covering Plaintiffs' rental property located at R.D. #2 Box 55A, DuBois, Clearfield County, Pennsylvania, 15801, insuring against perils such as property damage.

6. The incident described herein occurred on or about June 25, 2001, at the Defendants' then leased residence located at R.D. #2 Box 55A, DuBois, Clearfield County, Pennsylvania, 15801.

7. At the aforementioned time and place, the Defendants did wilfully and intentionally vandalize and/or misuse the property located at R.D. #2 Box 55A, DuBois, causing significant property damage thereto.

COUNT I - TRESPASS

PLAINTIFFS v. WILLIAM MURRAY

8. The allegations in Paragraphs One (1) through Seven (7) are incorporated by reference as though fully set forth at length herein.

9. The residence located at R.D. #2 Box 55A, DuBois, PA 15801 was the property of the Reitz Plaintiffs.

10. Defendant, William Murray did knowingly, willfully and intentionally interfere with the Reitz Plaintiffs possessory interest in the residence located at R.D. #2 Box 55A, DuBois, PA 15801. by vandalizing and/or allowing said property to be vandalized and/or by misusing and/or allowing said property to be misused.

11. The actions of Defendant, William Murray, caused damages to the Plaintiffs in the

amount of \$5,216.96.

WHEREFORE, Plaintiffs, CGU Insurance Company, as Subrogee of Ricky Reitz and Brenda Reitz, and Ricky Reitz and Brenda Reitz, individually, demand judgment in their favor and against the Defendants, William Murray and Liza Brouse, jointly and severally, or in the alternative against any one of them, in the amount of \$5,216.96 along with an award of costs, fees, and any other relief this Court deems just and proper.

COUNT II - TRESPASS

PLAINTIFFS v. LIZA BROUSE

12. The allegations in Paragraphs One (1) through Eleven (11) are incorporated by reference as though fully set forth at length herein

13. The residence located at R.D. #2 Box 55A, DuBois, PA 15801 is the property of the Reitz Plaintiffs.

14. Defendant, Liza Brouse, did knowingly, willfully and intentionally interfere with the Reitz Plaintiffs possessory interest in the residence located at R.D. #2 Box 55A, DuBois, PA 15801, by vandalizing and/or allowing said property to be vandalized and/or by misusing and/or allowing said property to be misused..

15. The actions of Defendant, Liza Brouse, caused damages to the Plaintiffs in the amount of \$5,216.96

WHEREFORE, Plaintiffs, CGU Insurance Company, as Subrogee of Ricky Reitz and Brenda Reitz, and Ricky Reitz and Brenda Reitz, individually, demand judgment in their favor and against the Defendants, William Murray and Liza Brouse, jointly and severally, or in the alternative against any one of them, in the amount of \$5,216.96 along with an award of costs, fees, and any other relief

this Court deems just and proper.

COUNT III - NEGLIGENCE

PLAINTIFFS v. WILLIAM MURRAY

16. The allegations in Paragraphs One (1) through Fifteen (15) are incorporated by reference as though fully set forth at length herein.

17. The Defendant, William Murray, had a duty to keep and maintain the rental property located at R.D. #2 Box 55A, DuBois, PA 15801 in a habitable condition.

18. The Defendant, William Murray, breached said duty by failing to keep and maintain the rental property located at R.D. #2 Box 55A, DuBois, PA 15801 in a habitable condition.

19. The incident described herein was a direct and proximate result of the negligence, carelessness and/or recklessness of the Defendant, William Murray, in general and in the following particulars:

- a. In failing to keep the rental property in a habitable condition;
- b. In failing to maintain the rental property in a habitable condition;
- c. In misusing the property;
- d. In making alterations to the property without the Plaintiffs consent;
- e. In failing to lock the doors of the rental property;
- f. In leaving the doors of the rental property open;
- g. In failing to lock the windows of the rental property;
- h. In leaving the windows of the rental property open;
- i. In otherwise performing negligent actions to be proven at trial.

20. As a direct and proximate result of the Defendant's negligence, carelessness and/or recklessness as described more specifically herein, Plaintiff, CGU Insurance Company, has settled the property damage claim of the Reitz Plaintiffs in the amount of \$5,216.96, (said figure includes Plaintiff's deductible) representing fair and reasonable reimbursement for the damages sustained.

21. Pursuant to the aforesaid policy of insurance, Plaintiff, CGU Insurance Company, is subrogated to the Reitz Plaintiffs for this loss.

WHEREFORE, Plaintiffs, CGU Insurance Company, as Subrogee of Ricky Reitz and Brenda Reitz, and Ricky Reitz and Brenda Reitz, individually, demand judgment in their favor and against the Defendants, William Murray and Liza Brouse, jointly and severally, or in the alternative against any one of them, in the amount of \$5,216.96 along with an award of costs, fees, and any other relief this Court deems just and proper.

COUNT IV - NEGLIGENCE

PLAINTIFFS v. LIZA BROUSE

22. The allegations in Paragraphs One (1) through Twenty-One (21) are incorporated by reference as though fully set forth at length herein.

23. The Defendant, Liza Brouse, had a duty to keep and maintain the rental property located at R.D. #2 Box 55A, DuBois, PA 15801 in a habitable condition.

24. The Defendant, Liza Brouse, breached said duty by failing to keep and maintain the rental property located at R.D. #2 Box 55A, DuBois, PA 15801 a habitable condition.

25. The incident described herein was a direct and proximate result of the negligence, carelessness and/or recklessness of the Defendant, Liza Brouse, in general and in the following particulars:

- a. In failing to keep the rental property in a habitable condition;
- b. In failing to maintain the rental property in a habitable condition;
- c. In misusing the property;
- d. In making alterations to the property without the Plaintiffs consent;
- e. In failing to lock the doors of the rental property;
- f. In leaving the doors of the rental property open;
- g. In failing to lock the windows of the rental property;

- h. In leaving the windows of the rental property open;
- i. In otherwise performing negligent actions to be proven at trial.

26. As a direct and proximate result of the Defendant's negligence, carelessness and/or recklessness as described more specifically herein, Plaintiff, CGU Insurance Company, has settled the property damage claim of the Reitz Plaintiffs in the amount of \$5,216.96 (said figure includes Plaintiffs' deductible) representing fair and reasonable reimbursement for the damages sustained.

27. Pursuant to the aforesaid policy of insurance, Plaintiff, CGU Insurance Company, is subrogated to the Reitz Plaintiffs for this loss.

WHEREFORE, Plaintiffs, CGU Insurance Company, as Subrogee of Ricky Reitz and Brenda Reitz, and Ricky Reitz and Brenda Reitz, individually, demand judgment in their favor and against the Defendants, William Murray and Liza Brouse, jointly and severally, or in the alternative against any one of them, in the amount of \$5,216.96 along with an award of costs, fees, and any other relief this Court deems just and proper.

COUNT V - BREACH OF CONTRACT
PLAINTIFFS v. WILLIAM MURRAY

28. The allegations set forth in paragraphs one (1) through twenty- seven (27) are incorporated by reference as if fully set forth at length herein.

29. On or about, January 11, 2001, Plaintiffs contracted with Defendant for the rental property located at R.D. #2 Box 55A, DuBois, PA 15801.

30. Per the agreement of the parties, Defendant was to return the property to Plaintiff in the same and/or similar condition as it was at the time of inception of the contract.

31. Defendant breached the contract by abandoning the property on or about June 25, 2001,

and/or by vandalizing and/or misusing the property.

32. During Defendant's possession of the aforesaid property, substantial property damage was incurred at that location through Defendant's neglect, carelessness, and/or misuse of the property.

33. Plaintiff's suffered damages in the amount of \$5,216.96 as the result of the Defendant's breach of contract.

WHEREFORE, Plaintiffs, CGU Insurance Company, as Subrogee of Ricky Reitz and Brenda Reitz, and Ricky Reitz and Brenda Reitz, individually, demand judgment in their favor and against the Defendants, William Murray and Liza Brouse, jointly and severally, or in the alternative against any one of them, in the amount of \$5,216.96 along with an award of costs, fees, and any other relief this Court deems just and proper.

COUNT V - BREACH OF CONTRACT

PLAINTIFFS v. LIZA BROUSE

34. The allegations set forth in paragraphs one (1) through thirty-four (34) are incorporated by reference as if fully set forth at length herein.

35. On or about, January 11, 2001, Plaintiffs contracted with Defendant for the rental property located at R.D. #2 Box 55A, DuBois, PA 15801.

36. Per the agreement of the parties, defendant was to return the property to Plaintiff in the same and/or similar condition as it was at the time of the inception of the contract.

37. Defendant breached the contract by abandoning the property on or about June 25, 2001.

38. During Defendant's possession of the aforesaid property, substantial property damage was incurred at that location through Defendant's neglect, carelessness, and/or misuse of the

property.

39. Plaintiff's suffered damages in the amount of \$5,216.96 as the result of the Breach of Contract.

WHEREFORE, Plaintiffs, CGU Insurance Company, as Subrogee of Ricky Reitz and Brenda Reitz, and Ricky Reitz and Brenda Reitz, individually, demand judgment in their favor and against the Defendants, William Murray and Liza Brouse, jointly and severally, or in the alternative against any one of them, in the amount of \$5,216.96 along with an award of costs, fees, and any other relief this Court deems just and proper.

Respectfully submitted,

LAW OFFICE OF KAREN L. MYERS, P.C.



By: Gregory T. Artim, Esquire
PA. I.D. #80886
Attorney for Plaintiff

VERIFICATION

I, GREGORY T. ARTIM, have read the foregoing **COMPLAINT** and verify that the statements therein are correct to the best of my personal knowledge, information and/or belief.

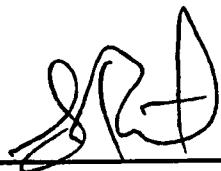
This verification is made subject to the penalties of 18 PA. C.S.A. Section 4904, relating to unsworn falsification to authorities, which provides that if I make knowingly false statements I may be subject to criminal penalties.

This Verification is made on behalf of the Plaintiffs; said Plaintiffs are unable and unavailable to make this verification on their own behalf within the time allotted for filing of this pleading, and the facts set forth in the foregoing pleading are true and correct to the best of counsel's knowledge, information and belief.

This Verification is made pursuant to Pa. R.C.P. 1024 and is based on interviews, conferences, reports, records and other investigative material in the file.

DATE

10-18-02



GREGORY T. ARTIM, ESQUIRE
Pa. I.D. #80886
Attorney for Plaintiffs

11-25-02 Document
Reinstated/Reissued to Sheriff/Attorney
for service.
Will A. Shaw
Deputy Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CGU INSURANCE COMPANY, as)	CIVIL DIVISION-ARBITRATION
Subrogee of Ricky Reitz and Brenda Reitz,)	
RICKY REITZ and BRENDA REITZ,)	NO.: 02-1645-CD
Plaintiffs,)	
v.)	COMPLAINT - CIVIL ACTION
WILLIAM MURRAY, and)	
LIZA BROUSE,)	
Defendants.)	
	Filed on behalf of:
	Plaintiffs
	Counsel of Record
	For This Party:
	GREGORY T. ARTIM, ESQUIRE
	Pa I.D. # 80886
	LAW OFFICE OF KAREN L. MYERS
	1751 Lincoln Highway
	North Versailles, PA 15137
	(412) 823-8003

FILED

11-25-02
OCT 2 2002

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CGU INSURANCE COMPANY, as)	CIVIL DIVISION-ARBITRATION
Subrogee of Ricky Reitz and Brenda Reitz,)	
RICKY REITZ and BRENDA REITZ,)	
)	
Plaintiffs,)	
)	
v.)	
)	
WILLIAM MURRAY, and)	
LIZA BROUSE,)	
)	
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 an 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 CAN NOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

David S. Meholic, Court Administrator
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830
Telephone: (814) 765-2641 ext. 5982

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CGU INSURANCE COMPANY, as)	CIVIL DIVISION-ARBITRATION
Subrogee of Ricky Reitz and Brenda Reitz,)	
RICKY REITZ and BRENDA REITZ,)	
)	
Plaintiffs,)	
)	
v.)	
)	
WILLIAM MURRAY, and)	
LIZA BROUSE,)	
)	
Defendants.)	

COMPLAINT - CIVIL ACTION

AND NOW, come the Plaintiffs, CGU Insurance Company, as Subrogee of Ricky Reitz and Brenda Reitz, and Ricky Reitz and Brenda Reitz, individually, by and through their attorneys, Gregory T. Artim, Esquire, and LAW OFFICE OF KAREN L. MYERS, P.C., and file the within Complaint in Civil Action and in support thereof aver as follows:

1. Plaintiffs, CGU Insurance Company, as Subrogee of Ricky Reitz and Brenda Reitz, is a corporation lawfully engaged in the business of selling insurance within the Commonwealth of Pennsylvania, having a business address located at 100 Corporate Center Drive P.O. Box 8851 Camp Hill, PA 17001.
2. Plaintiffs, Ricky Reitz and Brenda Reitz, are married adult individuals residing at RR 2, Box 246 A, DuBois, Clearfield County, Pennsylvania 15801, and at all times relevant were the owners of rental property located at R.D. #2 Box 55A, DuBois, Clearfield County, Pennsylvania, 15801.
3. Defendant, William Murray, is an adult individual believed to be residing at 10 Shaffer Avenue, DuBois, Clearfield County, Pennsylvania 15801.

4. Defendant, Liza Brouse, is an adult individual believed to be residing at 10 Shaffer Avenue, DuBois, Clearfield County, Pennsylvania 15801.

5. At all times material, Plaintiff, CGU Insurance Company, provided a policy of property insurance to Plaintiffs, Ricky Reitz and Brenda Reitz, with said policy covering Plaintiffs' rental property located at R.D. #2 Box 55A, DuBois, Clearfield County, Pennsylvania, 15801, insuring against perils such as property damage.

6. The incident described herein occurred on or about June 25, 2001, at the Defendants' then leased residence located at R.D. #2 Box 55A, DuBois, Clearfield County, Pennsylvania, 15801.

7. At the aforementioned time and place, the Defendants did wilfully and intentionally vandalize and/or misuse the property located at R.D. #2 Box 55A, DuBois, causing significant property damage thereto.

COUNT I - TRESPASS

PLAINTIFFS v. WILLIAM MURRAY

8. The allegations in Paragraphs One (1) through Seven (7) are incorporated by reference as though fully set forth at length herein.

9. The residence located at R.D. #2 Box 55A, DuBois, PA 15801 was the property of the Reitz Plaintiffs.

10. Defendant, William Murray did knowingly, willfully and intentionally interfere with the Reitz Plaintiffs possessory interest in the residence located at R.D. #2 Box 55A, DuBois, PA 15801. by vandalizing and/or allowing said property to be vandalized and/or by misusing and/or allowing said property to be misused.

11. The actions of Defendant, William Murray, caused damages to the Plaintiffs in the

amount of \$5,216.96.

WHEREFORE, Plaintiffs, CGU Insurance Company, as Subrogee of Ricky Reitz and Brenda Reitz, and Ricky Reitz and Brenda Reitz, individually, demand judgment in their favor and against the Defendants, William Murray and Liza Brouse, jointly and severally, or in the alternative against any one of them, in the amount of \$5,216.96 along with an award of costs, fees, and any other relief this Court deems just and proper.

COUNT II - TRESPASS

PLAINTIFFS v. LIZA BROUSE

12. The allegations in Paragraphs One (1) through Eleven (11) are incorporated by reference as though fully set forth at length herein

13. The residence located at R.D. #2 Box 55A, DuBois, PA 15801 is the property of the Reitz Plaintiffs.

14. Defendant, Liza Brouse, did knowingly, willfully and intentionally interfere with the Reitz Plaintiffs possessory interest in the residence located at R.D. #2 Box 55A, DuBois, PA 15801, by vandalizing and/or allowing said property to be vandalized and/or by misusing and/or allowing said property to be misused..

15. The actions of Defendant, Liza Brouse, caused damages to the Plaintiffs in the amount of \$5,216.96

WHEREFORE, Plaintiffs, CGU Insurance Company, as Subrogee of Ricky Reitz and Brenda Reitz, and Ricky Reitz and Brenda Reitz, individually, demand judgment in their favor and against the Defendants, William Murray and Liza Brouse, jointly and severally, or in the alternative against any one of them, in the amount of \$5,216.96 along with an award of costs, fees, and any other relief

this Court deems just and proper.

COUNT III - NEGLIGENCE

PLAINTIFFS v. WILLIAM MURRAY

16. The allegations in Paragraphs One (1) through Fifteen (15) are incorporated by reference as though fully set forth at length herein.

17. The Defendant, William Murray, had a duty to keep and maintain the rental property located at R.D. #2 Box 55A, DuBois, PA 15801 in a habitable condition.

18. The Defendant, William Murray, breached said duty by failing to keep and maintain the rental property located at R.D. #2 Box 55A, DuBois, PA 15801 in a habitable condition.

19. The incident described herein was a direct and proximate result of the negligence, carelessness and/or recklessness of the Defendant, William Murray, in general and in the following particulars:

- a. In failing to keep the rental property in a habitable condition;
- b. In failing to maintain the rental property in a habitable condition;
- c. In misusing the property;
- d. In making alterations to the property without the Plaintiffs consent;
- e. In failing to lock the doors of the rental property;
- f. In leaving the doors of the rental property open;
- g. In failing to lock the windows of the rental property;
- h. In leaving the windows of the rental property open;
- i. In otherwise performing negligent actions to be proven at trial.

20. As a direct and proximate result of the Defendant's negligence, carelessness and/or recklessness as described more specifically herein, Plaintiff, CGU Insurance Company, has settled the property damage claim of the Reitz Plaintiffs in the amount of \$5,216.96, (said figure includes Plaintiff's deductible) representing fair and reasonable reimbursement for the damages sustained.

21. Pursuant to the aforesaid policy of insurance, Plaintiff, CGU Insurance Company, is subrogated to the Reitz Plaintiffs for this loss.

WHEREFORE, Plaintiffs, CGU Insurance Company, as Subrogee of Ricky Reitz and Brenda Reitz, and Ricky Reitz and Brenda Reitz, individually, demand judgment in their favor and against the Defendants, William Murray and Liza Brouse, jointly and severally, or in the alternative against any one of them, in the amount of \$5,216.96 along with an award of costs, fees, and any other relief this Court deems just and proper.

COUNT IV - NEGLIGENCE

PLAINTIFFS v. LIZA BROUSE

22. The allegations in Paragraphs One (1) through Twenty-One (21) are incorporated by reference as though fully set forth at length herein.

23. The Defendant, Liza Brouse, had a duty to keep and maintain the rental property located at R.D. #2 Box 55A, DuBois, PA 15801 in a habitable condition.

24. The Defendant, Liza Brouse, breached said duty by failing to keep and maintain the rental property located at R.D. #2 Box 55A, DuBois, PA 15801 a habitable condition.

25. The incident described herein was a direct and proximate result of the negligence, carelessness and/or recklessness of the Defendant, Liza Brouse, in general and in the following particulars:

- a. In failing to keep the rental property in a habitable condition;
- b. In failing to maintain the rental property in a habitable condition;
- c. In misusing the property;
- d. In making alterations to the property without the Plaintiffs consent;
- e. In failing to lock the doors of the rental property;
- f. In leaving the doors of the rental property open;
- g. In failing to lock the windows of the rental property;

- h. In leaving the windows of the rental property open;
- i. In otherwise performing negligent actions to be proven at trial.

26. As a direct and proximate result of the Defendant's negligence, carelessness and/or recklessness as described more specifically herein, Plaintiff, CGU Insurance Company, has settled the property damage claim of the Reitz Plaintiffs in the amount of \$5,216.96 (said figure includes Plaintiffs' deductible) representing fair and reasonable reimbursement for the damages sustained.

27. Pursuant to the aforesaid policy of insurance, Plaintiff, CGU Insurance Company, is subrogated to the Reitz Plaintiffs for this loss.

WHEREFORE, Plaintiffs, CGU Insurance Company, as Subrogee of Ricky Reitz and Brenda Reitz, and Ricky Reitz and Brenda Reitz, individually, demand judgment in their favor and against the Defendants, William Murray and Liza Brouse, jointly and severally, or in the alternative against any one of them, in the amount of \$5,216.96 along with an award of costs, fees, and any other relief this Court deems just and proper.

COUNT V - BREACH OF CONTRACT
PLAINTIFFS v. WILLIAM MURRAY

28. The allegations set forth in paragraphs one (1) through twenty- seven (27) are incorporated by reference as if fully set forth at length herein.

29. On or about, January 11, 2001, Plaintiffs contracted with Defendant for the rental property located at R.D. #2 Box 55A, DuBois, PA 15801.

30. Per the agreement of the parties, Defendant was to return the property to Plaintiff in the same and/or similar condition as it was at the time of inception of the contract.

31. Defendant breached the contract by abandoning the property on or about June 25, 2001,

and/or by vandalizing and/or misusing the property.

32. During Defendant's possession of the aforesaid property, substantial property damage was incurred at that location through Defendant's neglect, carelessness, and/or misuse of the property.

33. Plaintiff's suffered damages in the amount of \$5,216.96 as the result of the Defendant's breach of contract.

WHEREFORE, Plaintiffs, CGU Insurance Company, as Subrogee of Ricky Reitz and Brenda Reitz, and Ricky Reitz and Brenda Reitz, individually, demand judgment in their favor and against the Defendants, William Murray and Liza Brouse, jointly and severally, or in the alternative against any one of them, in the amount of \$5,216.96 along with an award of costs, fees, and any other relief this Court deems just and proper.

COUNT V - BREACH OF CONTRACT

PLAINTIFFS v. LIZA BROUSE

34. The allegations set forth in paragraphs one (1) through thirty-four (34) are incorporated by reference as if fully set forth at length herein.

35. On or about, January 11, 2001, Plaintiffs contracted with Defendant for the rental property located at R.D. #2 Box 55A, DuBois, PA 15801.

36. Per the agreement of the parties, defendant was to return the property to Plaintiff in the same and/or similar condition as it was at the time of the inception of the contract.

37. Defendant breached the contract by abandoning the property on or about June 25, 2001.

38. During Defendant's possession of the aforesaid property, substantial property damage was incurred at that location through Defendant's neglect, carelessness, and/or misuse of the

property.

39. Plaintiff's suffered damages in the amount of \$5,216.96 as the result of the Breach of Contract.

WHEREFORE, Plaintiffs, CGU Insurance Company, as Subrogee of Ricky Reitz and Brenda Reitz, and Ricky Reitz and Brenda Reitz, individually, demand judgment in their favor and against the Defendants, William Murray and Liza Brouse, jointly and severally, or in the alternative against any one of them, in the amount of \$5,216.96 along with an award of costs, fees, and any other relief this Court deems just and proper.

Respectfully submitted,

LAW OFFICE OF KAREN L. MYERS, P.C.



By: Gregory T. Artim, Esquire
PA. I.D. #80886
Attorney for Plaintiff

VERIFICATION

I, GREGORY T. ARTIM, have read the foregoing **COMPLAINT** and verify that the statements therein are correct to the best of my personal knowledge, information and/or belief.

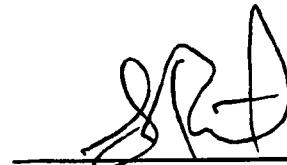
This verification is made subject to the penalties of 18 PA. C.S.A. Section 4904, relating to unsworn falsification to authorities, which provides that if I make knowingly false statements I may be subject to criminal penalties.

This Verification is made on behalf of the Plaintiffs; said Plaintiffs are unable and unavailable to make this verification on their own behalf within the time allotted for filing of this pleading, and the facts set forth in the foregoing pleading are true and correct to the best of counsel's knowledge, information and belief.

This Verification is made pursuant to Pa. R.C.P. 1024 and is based on interviews, conferences, reports, records and other investigative material in the file.

10-19-02

DATE



GREGORY T. ARTIM, ESQUIRE
Pa. I.D. #80886
Attorney for Plaintiffs

21 Jan 03 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

Deputy Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CGU INSURANCE COMPANY, as) CIVIL DIVISION-ARBITRATION
Subrogee of Ricky Reitz and Brenda Reitz,)
RICKY REITZ and BRENDA REITZ,) NO.:02-1645-CD

Plaintiffs,)

v.)

WILLIAM MURRAY, and)
LIZA BROUSE,)

Defendants.)

PRAECIPE TO REINSTATE COMPLAINT

Filed on behalf of:
Plaintiffs

Counsel of Record
For This Party:

GREGORY T. ARTIM, ESQUIRE
Pa. I.D. #80886

LAW OFFICE OF KAREN L. MYERS
1751 Lincoln Highway
North Versailles, PA 15137

(412) 823-8003

FILED

*m-2-22-03A
per 100 200 to 8446
JAN 21 2003*

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

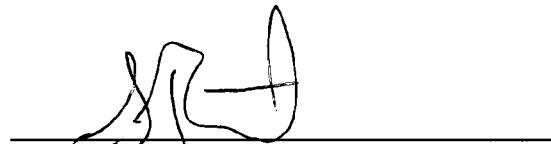
CGU INSURANCE COMPANY, as)	CIVIL DIVISION-ARBITRATION
Subrogee of Ricky Reitz and Brenda Reitz,)	
RICKY REITZ and BRENDA REITZ,)	NO.:02-1645-CD
)	
Plaintiffs,)	
)	
v.)	
)	
WILLIAM MURRAY, and)	
LIZA BROUSE,)	
)	
Defendants.)	

PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY:

Kindly Reinstate the Complaint filed at the above captioned term and number.

Respectfully submitted,



Gregory T. Artim, Esquire
PA I.D. #80886
Attorney for Plaintiff

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13202

CGU INSURANCE COMPANY

02-1645-CD

VS.

MURRAY, WILLIAM & LIZA BROUSE

COMPLAINT

SHERIFF RETURNS

NOW FEBRUARY 5, 2003 AT 10:50 AM EST SERVED THE WITHIN COMPLAINT ON WILLIAM MURRAY, DEFENDANT AT RESIDENCE, 987 TREASURE LAKE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO WILLIAM MURRAY A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: COUDRIET/RYEN

NOW FEBRUARY 5, 2003 AT 10:50 AM EST SERVED THE WITHIN COMPLAINT ON LIZA BROUSE, DEFENDANT AT RESIDENCE, 987 TREASURE LAKE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO WILLIAM MURRAY, AAR, A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: COUDRIET/RYEN

Return Costs

Cost	Description
27.35	SHFF. HAWKINS PAID BY; ATTY.
20.00	SURCHARGE PAID BY; ATTY.

Sworn to Before Me This

13th Day Of Feb 2003
William A. Shaw

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

FILED

FEB 13 2003

012:15 p.m. *[Signature]*

William A. Shaw
Prothonotary

So Answers,

Chester Hawkins
by Marilyn Harris
Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CGU INSURANCE COMPANY, as)	CIVIL DIVISION-ARBITRATION
Subrogee of Ricky Reitz and Brenda Reitz,)	
RICKY REITZ and BRENDA REITZ,)	NO.: 02-1645-CD
)	
Plaintiffs,)	
)	IMPORTANT NOTICE
v.)	
)	
WILLIAM MURRAY, and)	Filed on behalf of:
LIZA BROUSE,)	Plaintiffs
)	
Defendants.)	
)	
)	Counsel of Record
)	For This Party:
)	
)	GREGORY T. ARTIM, ESQUIRE
)	Pa I.D. # 80886
)	
)	LAW OFFICE OF KAREN L. MYERS P.C.
)	1751 Lincoln Highway
)	North Versailles, PA 15137
)	(412) 823-8003
)	

FILED

FEB 28 2003

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

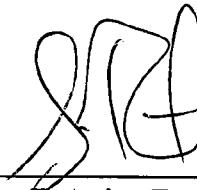
CGU INSURANCE COMPANY, as) CIVIL DIVISION-ARBITRATION
Subrogee of Ricky Reitz and Brenda Reitz,)
RICKY REITZ and BRENDA REITZ,) NO.: 02-1645-CD
)
Plaintiffs,)
)
v.)
)
WILLIAM MURRAY, and)
LIZA BROUSE,)
)
Defendants.)

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN 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.

David S. Meholic, Court Administrator
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830
Telephone: (814) 765-2641 ext. 5982

DATE: 7-26-03



Gregory T. Artim, Esquire
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within IMPORTANT NOTICE was served by U.S. Mail, first class, postage prepaid, upon the following:

Liza Brouse
987 Treasure Lake Road
Du Bois, PA 15801

William Murray
987 Treasure Lake Road
Du Bois, PA 15801

7-76-03
DATE



Gregory T. Artim, Esquire

FILED

NO
CC

11:24
FEB 28 2003

E
621

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CGU INSURANCE COMPANY, as)	CIVIL DIVISION-ARBITRATION
Subrogee of Ricky Reitz and Brenda Reitz,)	
RICKY REITZ and BRENDA REITZ,)	NO.: 02-1645-CD
)	
Plaintiffs,)	
)	PRAECIPE FOR DEFAULT JUDGMENT
v.)	
)	
WILLIAM MURRAY, and)	Filed on behalf of:
LIZA BROUSE,)	Plaintiffs
)	
Defendants.)	
)	
)	Counsel of Record For
)	This Party:
)	
)	Gregory T. Artim, Esquire
)	Pa. I. D. # 80886
)	
)	LAW OFFICE OF KAREN L. MYERS
)	1751 Lincoln Highway
)	North Versailles, PA 15137
)	(412) 823-8003
)	

FILED

MAR 14 2003

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CGU INSURANCE COMPANY, as) CIVIL DIVISION-ARBITRATION
Subrogee of Ricky Reitz and Brenda Reitz,)
RICKY REITZ and BRENTA REITZ,) NO.: 02-1645-CD
)
Plaintiffs,)
)
v.)
)
WILLIAM MURRAY, and)
LIZA BROUSE,)
)
Defendants.

PRAECIPE FOR DEFAULT JUDGMENT

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

Kindly enter judgment in favor of the Plaintiffs and against the above named Defendants in the amount of \$5,216.96 plus costs and interest.

Respectfully submitted,

By: 

Gregory T. Artim, Esquire
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CGU INSURANCE COMPANY, as)	CIVIL DIVISION-ARBITRATION
Subrogee of Ricky Reitz and Brenda Reitz,)	
RICKY REITZ and BRENDA REITZ,)	NO.: 02-1645-CD
Plaintiffs,)	
v.)	IMPORTANT NOTICE
WILLIAM MURRAY, and)	
LIZA BROUSE,)	Filed on behalf of:
Defendants.)	Plaintiffs
)	
)	Counsel of Record
)	For This Party:
)	
)	GREGORY T. ARTIM, ESQUIRE
)	Pa I.D. # 80886
)	
)	LAW OFFICE OF KAREN L. MYERS P.C.
)	1751 Lincoln Highway
)	North Versailles, PA 15137
)	(412) 823-8003
)	

FILED
FEB 8 2003
William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CGU INSURANCE COMPANY, as) CIVIL DIVISION-ARBITRATION
Subrogee of Ricky Reitz and Brenda Reitz,)
RICKY REITZ and BRENDA REITZ,) NO.: 02-1645-CD
)
Plaintiffs,)
)
v.)
)
WILLIAM MURRAY, and)
LIZA BROUSE,)
)
Defendants.)

IMPORTANT NOTICE

**YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED
OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN 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.**

David S. Meholic, Court Administrator
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830
Telephone: (814) 765-2641 ext. 5982

DATE: 7-26-03



Gregory T. Artim, Esquire
Attorney for Plaintiff

CERTIFICATE OF SERVICE

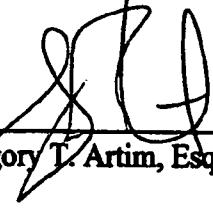
I hereby certify that a true and correct copy of the within IMPORTANT NOTICE was served by U.S. Mail, first class, postage prepaid, upon the following:

Liza Brouse
987 Treasure Lake Road
Du Bois, PA 15801

William Murray
987 Treasure Lake Road
Du Bois, PA 15801

DATE

7-76-03



Gregory T. Artim, Esquire

FILED

Att'y pd.
20.00

12-41481
MAR 14 2003

Notice to Defendants

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CGU INSURANCE COMPANY, as) CIVIL DIVISION-ARBITRATION
Subrogee of Ricky Reitz and Brenda Reitz,)
RICKY REITZ and BRENDA REITZ,) NO.: 02-1645-CD
)
Plaintiffs,)
)
v.)
)
WILLIAM MURRAY, and)
LIZA BROUSE,) Filed on behalf of:
)
Defendants.) Plaintiffs
)
)
Counsel of Record For
This Party:
)
)
Gregory T. Artim, Esquire
Pa. I. D. # 80886
)
)
LAW OFFICE OF KAREN L. MYERS
1751 Lincoln Highway
North Versailles, PA 15137
(412) 823-8003
)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CGU INSURANCE COMPANY, as)	CIVIL DIVISION-ARBITRATION
Subrogee of Ricky Reitz and Brenda Reitz,)	
RICKY REITZ and BRENDA REITZ,)	NO.: 02-1645-CD
)	
Plaintiffs,)	
)	
v.)	
)	
WILLIAM MURRAY, and)	
LIZA BROUSE,)	
)	
Defendants.)	
)	
)	

NOTICE OF JUDGMENT

TO: () Plaintiff (X) Defendants () Garnishee () Additional Defendant

You are hereby notified that the following Order, Decree, or Judgment has been entered against you on March 14, 2003.

() Decree Nisi in Equity.

() Final Decree in Equity.

(X) Judgment of	() Confession	() Verdict
(X)	Default	() Non-Suit
()	Non-Pros	() Arbitration Award

(X) Judgment is in the amount of \$5,216.96 PLUS COSTS.

() District Justice Transcript of Judgment in (Assumpsit/Trespass) in the amount of \$ _____, PLUS COSTS.

() If not satisfied within sixty (60) days, your motor vehicle operator's license will be suspended by the Department of Transportation.

PROTHONOTARY

By _____
DEPUTY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA
STATEMENT OF JUDGMENT

CGU Insurance Company, as Subrogee
of Ricky Reitz and Brenda Reitz
Plaintiff(s)

No.: 2002-01645-CD

Real Debt: \$5,216.96

Atty's Comm: \$

Vs. Costs: \$

Int. From: \$

William Murray and
Liza Brouse
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: March 14, 2003

Expires: March 14, 2008

Certified from the record this 14th day of March, 2003.

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment,
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FILED

MAR 26 2003

William A. Shaw
Pretheoretic

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CGU INSURANCE COMPANY, as)	CIVIL DIVISION-ARBITRATION
Subrogee of Ricky Reitz and Brenda Reitz,)	
RICKY REITZ and BRENDA REITZ,)	NO.: 02-1645-CD
)	
Plaintiffs,)	
)	
v.)	
)	
WILLIAM MURRAY, and)	
LIZA BROUSE,)	
)	
Defendants.	

**NOTICE OF SERVICE OF INTERROGATORIES FOR DISCOVERY OF ASSETS IN
AID OF EXECUTION**

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

Please take notice that Plaintiff, CGU Insurance Company as Subrogee of Ricky and Brenda Reitz, has served Interrogatories For Discovery of Assets In Aid of Execution, by mailing an original and two (2) copies via First Class, U.S. Mail, Postage Prepaid, on the 21st day of March 2003, upon the Defendants.

Respectfully submitted,

By: 
Gregory T. Artim, Esquire
PA. I.D. #80886

CERTIFICATE OF SERVICE

I, Gregory T. Artim, Esquire, hereby certify that a true and correct copy of the within
**NOTICE OF SERVICE OF INTERROGATORIES FOR DISCOVERY OF ASSETS IN AID
OF EXECUTION** was served upon the following, via First Class, U.S. Mail, Postage Prepaid, this
21st day of March, 2003, addressed as follows:

Liza Brouse
987 Treasure Lake Road
DuBois, PA 15801

William Murray
987 Treasure Lake Road
DuBois, PA 15801

Respectfully submitted,

By: 
Gregory T. Artim, Esquire
PA I.D. # 80886

1751 Lincoln Highway
North Versailles, PA 15137
(412) 823-8003

FILED

NO

ce

m/11/4/03
MAR 24 2003

William A. Shaw
Prothonotary

(8)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CGU INSURANCE COMPANY, as) CIVIL DIVISION-ARBITRATION
Subrogee of Ricky Reitz and Brenda Reitz,)
RICKY REITZ and BRENDA REITZ,) NO.: 02-1645-CD
)
Plaintiffs,)
) MOTION TO COMPEL
v.)
)
WILLIAM MURRAY, and) Filed on behalf of:
LIZA BROUSE,) Plaintiffs
)
Defendants.)
)
) Counsel of Record
) For This Party:
)
) GREGORY T. ARTIM, ESQUIRE
) Pa I.D. # 80886
)
) **LAW OFFICE OF KAREN L. MYERS P.C.**
) 1751 Lincoln Highway
) North Versailles, PA 15137
) (412) 823-8003
)

FILED

APR 28 2003

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CGU INSURANCE COMPANY, as)	CIVIL DIVISION-ARBITRATION
Subrogee of Ricky Reitz and Brenda Reitz,)	
RICKY REITZ and BRENDA REITZ,)	NO.: 02-1645-CD
)	
Plaintiffs,)	
)	
v.)	
)	
WILLIAM MURRAY, and)	
LIZA BROUSE,)	
)	
Defendants.	

MOTION TO COMPEL

AND NOW, comes the Plaintiff, CGU Insurance Company as Subrogee of Ricky and Brenda Reitz, and Ricky and Brenda Reitz, by and through their attorney, Gregory T. Artim, Esquire, and LAW OFFICE OF KAREN L. MYERS, P.C., and files the following Motion and in support thereof avers as follows:

1. On March 21, 2003, Plaintiff served Interrogatories in Aid of Execution on Defendants, William Murray and Liza Brouse. A copy of the Notice of Service of Interrogatories in Aid of Execution is attached hereto and marked as Plaintiff's Exhibit "A".
2. Defendants have failed to respond to the Interrogatories previously served upon them.
3. Plaintiff is prejudiced by Defendants' failures to respond to the aforesaid Interrogatories.
4. Plaintiff has incurred additional attorney's fees in the preparation and presentation of this Motion.

WHEREFORE, it is requested that this Honorable Court enter an Order to Compel Defendants, William Murray and Liza Brouse to answer the Interrogatories provided to them within twenty (20) days of the date of said order.

Respectfully requested,



Gregory T. Artim, Esquire
Attorney for Plaintiff

VERIFICATION

I, Gregory T. Artim, Esquire, certify that I am authorized to make this Verification and I have read the foregoing Motion to Compel and verify that the statements therein are correct to the best of my personal knowledge, information and/or belief.

This verification is made subject to the penalties of 18 Pa. C.S.A. §4904, relating to unsworn falsification to authorities, which provides that if I make knowingly false statements I may be subject to criminal penalties.

4-25-03
Date

Gregory T. Artim, Esquire

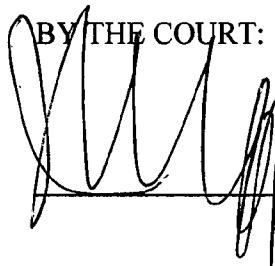


IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CGU INSURANCE COMPANY, as) CIVIL DIVISION-ARBITRATION
Subrogee of Ricky Reitz and Brenda Reitz,)
RICKY REITZ and BRENDA REITZ,) NO.: 02-1645-CD
)
Plaintiffs,)
)
v.)
)
WILLIAM MURRAY, and)
LIZA BROUSE,)
)
Defendants.)

ORDER OF COURT

AND NOW, this 1st day of May, 2003, upon presentation of the within Motion, it is hereby ORDERED, ADJUDGED & DECREED that Defendants, William Murray and Liza Brouse, shall answer the Interrogatories provided to them within twenty (20) days of the date of this Order.

BY THE COURT:
 J.

FILED

MAY 01 2003

William A. Shaw
Prothonotary

FILED 2cc

Oct 19 1963

Atty Arthur

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FILED
KCL
MAR 24 2003
William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CGU INSURANCE COMPANY, as) CIVIL DIVISION-ARBITRATION
Subrogee of Ricky Reitz and Brenda Reitz,)
RICKY REITZ and BRENDA REITZ,) NO.: 02-1645-CD
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Plaintiffs,)
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WILLIAM MURRAY, and)
LIZA BROUSE,)
)
Defendants.

**NOTICE OF SERVICE OF INTERROGATORIES FOR DISCOVERY OF ASSETS IN
AID OF EXECUTION**

TO: Clearfield County Prothonotary
Clearfield County Courthouse
230 East Market Street
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Respectfully submitted,

By: 
Gregory T. Artim, Esquire
PA. I.D. #80886

CERTIFICATE OF SERVICE

I, Gregory T. Artim, Esquire, hereby certify that a true and correct copy of the within
**NOTICE OF SERVICE OF INTERROGATORIES FOR DISCOVERY OF ASSETS IN AID
OF EXECUTION** was served upon the following, via First Class, U.S. Mail, Postage Prepaid, this
21st day of March, 2003, addressed as follows:

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William Murray
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Respectfully submitted,

By: 
Gregory T. Artim, Esquire
PA I.D. # 80886

1751 Lincoln Highway
North Versailles, PA 15137
(412) 823-8003

FILED

APR 28 2003

William A. Shaw
Prothonotary