

03-405-CD  
REMAX REALTY ADVISORS, INC. VS. JAMES DOMINO

Date: 10/20/2003

**Clearfield County Court of Common Pleas**

User: BANDERSON

Time: 12:23 PM

**ROA Report**

Page 1 of 1

Case: 2003-00405-CD

Current Judge: No Judge

Remax Realty Advisors, Vernon Demich, Ruth Demich vs. James Domino

District Justice Appeal

Date

Judge

03/21/2003	Filing: District Justice Appeals Paid by: Tetuan, Stephen Receipt number: No Judge 1857480 Dated: 03/21/2003 Amount: \$85.00 (Check)Praecipe to Enter Rule to File Complaint and Rule to File, Praecipe: To Prothonotary Enter Rule Upon Remax Realty Advisors, Inc., appellee(s) , to file a complaint in this appeal( Common PLeas No. 03-405-CD) within twenty (20) days after service of rule or suffer entry of judgment of non pros. s/Stephen A. Tetuan, Esq. Rule: To Remax Realty Advisors, Inc., appellee(s). Copies to Stephen A Tetuan, Esq. Praecipe for Stephen A Tetuan,Esq. Appear on behalf of the Def/Appellant. No Judge No cc.	✓
03/27/2003	Transcript from District Justice, Ford, filed.	No Judge ✓
03/31/2003	Proof Of Service Of Notice Of Appeal And Rule to File Complain. filed. no cc	No Judge ✓
	Proof of Service of Notice of Appeal and Rule to File Compalint upon ReMax Realty Advisors, Inc. filed no cc	No Judge ✓
04/08/2003	Complaint. filed by s/David J. Hopkins, Esq. Verification s/Walter Muscovitch Certificate of Service 2 cc Atty Hopkins	No Judge ✓
05/08/2003	Answer, New Matter and Counterclaim. filed by s/Stephen A. Tetuan, Esquire 2 cc Atty Tetuan	No Judge ✓
05/27/2003	Notice of Service of Defendant's First Set of Interrogatories and Request For Production of Documents Directed to Plaintiff Upon: DAVID J. HOPKINS, ESQ. filed by s/Stephen A. Tetuan, Esquire no cc	No Judge ✓
06/06/2003	Answer to New Matter and Answer to Counterclaim and New Matter. filed by s/david J. Hopkins, Esquire Verification s/Vernon Demich Certificate of Service no cc	No Judge ✓
07/14/2003	Filing: Praecipe/List For Arbitration Paid by: Hopkins, David J. (attorney for No Judge Demich, Vernon) Receipt number: 1863090 Dated: 07/14/2003 Amount: \$20.00 (Check) Certificate of Readiness. filed by s/David J. Hopkins, Esquire no cc Copy to C/A	No Judge ✓

RECEIVED  
CLERK OF COURT  
CLEARFIELD COUNTY, PENNSYLVANIA  
JULY 14, 2003

RECEIVED  
CLERK OF COURT  
CLEARFIELD COUNTY, PENNSYLVANIA  
JULY 14, 2003

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CLEARFIELD COUNTY, PENNSYLVANIA  
JULY 14, 2003

RECEIVED CLERK OF COURT CLEARFIELD COUNTY, PENNSYLVANIA JULY 14, 2003	RECEIVED CLERK OF COURT CLEARFIELD COUNTY, PENNSYLVANIA JULY 14, 2003	RECEIVED CLERK OF COURT CLEARFIELD COUNTY, PENNSYLVANIA JULY 14, 2003
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RECEIVED  
CLERK OF COURT  
CLEARFIELD COUNTY, PENNSYLVANIA  
JULY 14, 2003

\*\*\* ACTIVITY REPORT \*\*\*

Oct.17 '03 1:28

Tx. TOTAL PAGES 006308  
Rx. TOTAL PAGES 002307  
PRINT TOTAL PAGES 005373

No.	DATE	START	TIME	PARTNER	MODE	PAGE	RESULT
							Tx.

Rx.

1	Oct.16	8:18	1'49	*****	G3	03	OK
2	Oct.16	11:40	0'49	7659730	G3	01	OK

## COMMONWEALTH OF PENNSYLVANIA

COURT OF COMMON PLEAS  
**CLEARFIELD**  
 JUDICIAL DISTRICT  
**46TP**

## NOTICE OF APPEAL

FROM  
 DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. 2003-405-CD

## NOTICE OF APPEAL

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

NAME OF APPELLANT <b>James Domino</b>		MAG. DIST. NO. OR NAME OF D.J. <b>46-3-01</b>	
ADDRESS OF APPELLANT <b>3209 Greengarden Blvd., P.O. Box 3328,</b>		CITY <b>Erie</b>	STATE <b>PA</b>
DATE OF JUDGMENT <b>2-24-03</b>	IN THE CASE OF (Plaintiff) <b>ReMax Realty Advisors, Inc.</b>	VS <b>James Domino</b> <i>(Defendant)</i>	
CLAIM NO. <b>Docket No. CV-0000025-03</b>	TA 19 LT 19	SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT <i>Stephen A. Tetuan, Esquire, [redacted] for James Domino</i>	
<p>This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.</p> <p>This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.</p>			
Signature of Prothonotary or Deputy			
<p>If appellant was Claimant (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.</p>			

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

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

PRAECIPE: To Prothonotary

Enter rule upon REMAX REALTY ADVISORS, INC., appellee(s), to file a complaint in this appeal  
 Name of appellee(s)  
 (Common Pleas No. 2003-405-CD) within twenty (20) days after service of rule or entry of judgment of non pros.

*Stephan A. Tetuan, Esquire*  
 Signature of appellant or his attorney or agent

RULE: To REMAX REALTY ADVISORS, INC., appellee(s)  
 Name of appellee(s)

- (1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.
- (2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.
- (3) The date of service of this rule if service was by mail is the date of mailing.

Date: MARCH 21, 2003

*Stephan A. Tetuan, Esquire*  
 Signature of Prothonotary or Deputy

**FILED**  
*E.D.H.  
f.w.*

**MAR 21 2003**  
**11/3:45 AM**

William A. Shaw  
 Prothonotary/Clerk of Courts

*COPIES TO  
 [initials]*

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

*(This proof of service MUST BE FILED WITHIN FIVE (5) DAYS AFTER filing the notice of appeal. Check applicable boxes)*

COMMONWEALTH OF PENNSYLVANIA

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

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

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

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

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

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

*Signature of affiant*

*Signature of official before whom affidavit was made*

*Title of official*

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

100-3 RAM

V.P.

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

**46-3-01**

DJ Name: Hon.

**PATRICK N. FORD**  
Address: **309 MAPLE AVENUE**  
**P.O. BOX 452**  
**DUBOIS, PA**

Telephone: **(814) 371-5321**      **15801**

**JAMES DOMINO**  
**3209 GREENGARDEN BLV**  
**P.O. BOX 3328**  
**ERIE, PA 16508-0328**

**NOTICE OF JUDGMENT/TRANSCRIPT  
CIVIL CASE**

PLAINTIFF/JUDGMENT DEBTOR:

**REMAX REALTY ADVISORS INC**  
**21 EAST PARK AVE**  
**P.O. BOX 13**  
**DUBOIS, PA 15801**

NAME and ADDRESS

DEFENDANT/JUDGMENT CREDITOR:

**DOMINO, JAMES**  
**3209 GREENGARDEN BLV**  
**P.O. BOX 3328**  
**ERIE, PA 16508-0328**

NAME and ADDRESS

Docket No.: **CV-0000025-03**  
Date Filed: **1/21/03**



**THIS IS TO NOTIFY YOU THAT:**

Judgment:

**DEFAULT JUDGMENT PLTF**

Judgment was entered for: (Name) **REMAX REALTY ADVISOR, S INC**

Judgment was entered against: (Name) **DOMINO, JAMES**

in the amount of \$ **4,395.82** on: (Date of Judgment) **2/24/03**

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

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

This case dismissed without prejudice. \_\_\_\_\_

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

Amount of Judgment	\$ <b>4,279.32</b>
Judgment Costs	\$ <b>116.50</b>
Interest on Judgment	\$ <b>.00</b>
Attorney Fees	\$ <b>.00</b>
Total	\$ <b>4,395.82</b>
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
=====	
Certified Judgment Total	\$ _____

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

EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR DISTRICT JUSTICES, IF THE JUDGMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE DISTRICT JUSTICE.

UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE DISTRICT JUSTICE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

22403, Date 2/24/03, Patrick N. Ford - PN F, District Justice

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

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

My commission expires first Monday of January, **2006**.

SEAL

Stephen A. Tetuan, Esquire  
558 West Sixth Street  
Erie, Pennsylvania 16507  
(814) 452-6468

REMAX REALTY ADVISORS, INC., Plaintiff/Appellee : IN THE COURT OF COMMON PLEAS  
vs. : OF CLEARFIELD COUNTY,  
JAMES DOMINO, Defendant/Appellant : PENNSYLVANIA  
: NO. 2603-405-CN 2003

**PRAECIPE**

**To the Prothonotary:**

I, **Stephen A. Tetuan, Esquire**, Appear on behalf of the Defendant/Appellant, **JAMES DOMINO**, in the above-captioned matter.

Respectfully submitted,

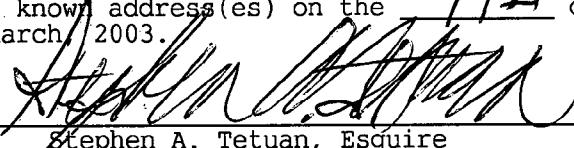
By:   
Stephen A. Tetuan, Esquire  
558 West Sixth Street  
Erie, Pennsylvania 16507  
814/452-6468  
Attorney I.D. #19985

Attorney for the  
Defendant/Appellant,  
James Domino

Dated: March 19, 2003

**CERTIFICATE**

A true and correct copy of the within paper or pleading was served upon all parties or their counsel of record by first class mail at their last known address(es) on the 19/03 day of March, 2003.

By:   
Stephen A. Tetuan, Esquire

**FILED**

MAR 21 2003

1013:45 AM

William A. Shaw

Prothonotary/Clerk of Courts

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

**46-3-01**

DJ Name: Hon.

**PATRICK N. FORD**

Address: **309 MAPLE AVENUE  
P.O. BOX 452  
DUBOIS, PA**

Telephone: **(814) 371-5321 15801**

**PATRICK N. FORD  
309 MAPLE AVENUE  
P.O. BOX 452  
DUBOIS, PA 15801**

**NOTICE OF JUDGMENT/TRANSCRIPT**

PLAINTIFF/JUDGMENT DEBTOR:

**REMAX REALTY ADVISORS INC**

**21 EAST PARK AVE**

**P.O. BOX 13**

**DUBOIS, PA 15801**

VS.

DEFENDANT/JUDGMENT CREDITOR:

**DOMINO, JAMES**

**3209 GREENGARDEN BLV**

**P.O. BOX 3328**

**ERIE, PA 16508-0328**



Docket No.: **CV-0000025-03**

Date Filed: **1/21/03**

*03-405-CD*

THIS IS TO NOTIFY YOU THAT:

Judgment:

**DEFAULT JUDGMENT PLTF**

Judgment was entered for: (Name) **REMAX REALTY ADVISOR, S INC**

Judgment was entered against: (Name) **DOMINO, JAMES**

in the amount of \$ **4,395.82** on: (Date of Judgment) **2/24/03**

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

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

This case dismissed without prejudice. **FILED**  
*m12:03 AM  
MAR 27 2003*

Amount of Judgment Subject to Attachment/Act 5 of 1996 \$ **4,279.32**

Amount of Judgment	\$ <b>4,279.32</b>
Judgment Costs	\$ <b>116.50</b>
Interest on Judgment	\$ <b>.00</b>
Attorney Fees	\$ <b>.00</b>
<b>Total</b>	<b>\$ 4,395.82</b>

Post Judgment Credits \$ \_\_\_\_\_

Post Judgment Costs \$ \_\_\_\_\_

**Certified Judgment Total** \$ \_\_\_\_\_

*Wm A. Shaw  
Prothonotary*

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

EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR DISTRICT JUSTICES, IF THE JUDGMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE DISTRICT JUSTICE.

UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE DISTRICT JUSTICE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

*224-03* Date *Patrick N. Ford - PNF*, District Justice

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

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

My commission expires first Monday of January, **2006**.

SEAL

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

**46-3-01**

DJ Name: Hon.

**PATRICK N. FORD**  
Address: **309 MAPLE AVENUE**  
**P.O. BOX 452**  
**DUBOIS, PA**

Telephone: **(814) 371-5321**      **15801**

**PATRICK N. FORD**  
**309 MAPLE AVENUE**  
**P.O. BOX 452**  
**DUBOIS, PA 15801**

**CIVIL ACTION  
HEARING NOTICE**

PLAINTIFF:

NAME and ADDRESS

**REMAX REALTY ADVISORS INC**  
**21 EAST PARK AVE**  
**P.O. BOX 13**  
**DUBOIS, PA 15801**

VS.

DEFENDANT:

NAME and ADDRESS

**DOMINO, JAMES**  
**3209 GREENGARDEN BLV**  
**P.O. BOX 3328**  
**ERIE, PA 16508-0328**

Docket No.: **CV-0000025-03**  
Date Filed: **1/21/03**



A civil complaint has been filed against you in the above captioned case. A hearing has been set in this matter for:

Date: <b>2/24/03</b>	Place: <b>DISTRICT COURT 46-3-01</b>
Time: <b>9:10 AM</b>	<b>309 MAPLE AVENUE</b> <b>P.O. BOX 452</b> <b>DUBOIS, PA 15801</b>

**NOTICE TO DEFENDANT**

If you intend to enter a defense to this complaint, you should so notify this office immediately at the above telephone number.

**YOU MUST APPEAR AT THE HEARING AND PRESENT YOUR DEFENSE. UNLESS YOU DO, JUDGMENT MAY BE ENTERED AGAINST YOU BY DEFAULT.**

If you have a claim against the plaintiff which is within district justice jurisdiction and which you intend to assert at the hearing, you must file it on a complaint form at this office at least five days before the date set for the hearing.

Pursuant to PA.R.CP.D.J. No. 342(B)(2), no claim by the defendant will be permitted in a supplementary action filed for failure of judgment creditor to enter satisfaction.

**NOTICE TO PLAINTIFF**

If the defendant enters a Notice of Intent to Defend, you will be notified of the date and time of the scheduled hearing and must appear.

If you are disabled and require assistance, please contact the Magisterial District office at the address above.

**ALL COPIES PRINTED**      **DATE PRINTED: 1/21/03**  
AOPC 308B-02

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

# CIVIL COMPLAINT

Mag. Dist. No.:

**46-3-01**

DJ Name: Hon.

**PATRICK N. FORD**

Address: **309 MAPLE AVENUE  
P.O. BOX 452  
DUBOIS, PA 15801**

Telephone: **(814) 371-5321**

PLAINTIFF:

NAME and ADDRESS

**RE/MAX REALTY ADVISORS  
218 PARK AVE P.O. BOX 13  
DUBOIS, PA 15801**

VS.

DEFENDANT:

NAME and ADDRESS

**JAMES DOMINO  
100 BOX 3328  
3209 GREENGARDEN BLVD  
PA 16508-0328**

Docket No.: **CU 25-03**

Date Filed:

**1-21-03**



	AMOUNT	DATE PAID
FILING COSTS	\$ <u>116.50</u>	/ /
POSTAGE	\$ _____	/ /
SERVICE COSTS	\$ _____	/ /
CONSTABLE ED.	\$ _____	/ /
TOTAL	\$ _____	/ /

TO THE DEFENDANT: The above named plaintiff(s) asks judgment against you for \$ 4270.33 together with costs upon the following claim (Civil fines must include citation of the statute or ordinance violated):

**BROKE LEASE of ABANDONED PROPERTY**

WALTER P. MUSCOVICH verify that the facts set forth in this complaint are true and correct to the best of my knowledge, information, and belief. This statement is made subject to the penalties of Section 4904 of the Crimes Code (18 PA. C.S. § 4904) related to unsworn falsification to authorities.

(Signature of Plaintiff or Authorized Agent)

Plaintiff's  
Attorney: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

\_\_\_\_\_

IF YOU INTEND TO ENTER A DEFENSE TO THIS COMPLAINT, YOU SHOULD SO NOTIFY THIS OFFICE IMMEDIATELY AT THE ABOVE TELEPHONE NUMBER. YOU MUST APPEAR AT THE HEARING AND PRESENT YOUR DEFENSE. UNLESS YOU DO, JUDGMENT MAY BE ENTERED AGAINST YOU BY DEFAULT.

If you have a claim against the plaintiff which is within district justice jurisdiction and which you intend to assert at the hearing, you must file it on a complaint form at this office at least five days before the date set for the hearing. **If you are disabled and require assistance, please contact the Magisterial District office at the address above.**

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

**RECEIPT OF PAYMENT**

Mag. Dist. No.:

**46-3-01**

DJ Name: Hon.

**PATRICK N. FORD**  
Address: **309 MAPLE AVENUE**  
**P.O. BOX 452**  
**DUBOIS, PA**

Telephone: **(814) 371-5321**      **15801**



**REMITTER :**

**REMAX REALTY ADVISORS INC**  
**21 EAST PARK AVE**  
**P.O. BOX 13**  
**DUBOIS, PA 15801**

Docket No.: **CV-0000025-03**  
Date Filed: **1/21/03**

RECEIPT NO:	089841	DATE:	1/21/03	PAGE:	1
SOURCE:	<b>PAID AT WINDOW</b>		AMOUNT RECEIVED:	\$	<b>146.50</b>
METHOD:	<b>PAID BY CHECK</b>		AMOUNT APPLIED:	\$	<b>146.50</b>
CHECK#:	<b>00199</b>		COLLATERAL APPLIED:	\$	<b>.00</b>
MANUAL RECEIPT#:			CHANGE:	\$	<b>.00</b>
CITATION#:					
COSTS INCLUDED ON:			NEXT PAYMENT AMOUNT:		
			NEXT PAYMENT DATE:		
			NEXT PMT TYPE:		

PAYMENT DESCRIPTION	BALANCE FWD	AMT APPLIED	CURRENT BAL
JUDICIAL COMPUTER PROJECT	9.00	9.00-	.00
ACCESS TO JUSTICE	1.00	1.00-	.00
POSTAGE	10.00	10.00-	.00
COMMONWEALTH COST- HB627	64.34	64.34-	.00
FILING FEES      17-CTY	32.16	32.16-	.00
=====	=====	=====	=====
<b>TOTAL</b>	<b>116.50</b>	<b>116.50-</b>	<b>.00</b>

ESCROW DESCRIPTION	BALANCE FWD	AMT APPLIED	CURRENT BAL
COLLATERAL	.00	30.00-	30.00-
=====	=====	=====	=====
<b>TOTAL</b>	<b>.00</b>	<b>30.00-</b>	<b>30.00-</b>

CURRENT BALANCE DUE      **.00**

RECV'D FROM REMAX REALTY ADVISORS INC  
KIM      THANK YOU!

Stephen A. Tetuan, Esquire  
558 West Sixth Street  
Erie, Pennsylvania 16507  
(814) 452-6468

REMAX REALTY ADVISORS, INC., Plaintiff/Appellee : IN THE COURT OF COMMON PLEAS  
vs. : OF CLEARFIELD COUNTY  
JAMES DOMINO, Defendant/Appellant : PENNSYLVANIA  
: NO. 2003-405-CD

**FILED**

MAR 31 2003

William A. Shaw  
Prothonotary

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

Commonwealth of Pennsylvania  
County of Erie : ss.

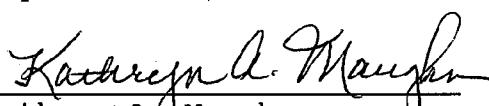
AFFIDAVIT: I hereby swear or affirm that I served

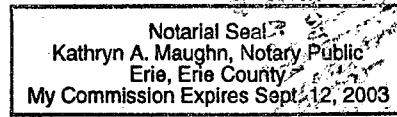
a copy of the Notice of Appeal, Common Pleas No. 2003-405-CD, upon the District Justice designated therein on March 24, 2003, by certified mail, return receipt requested, No. 7000 0520 0021 2596 7976, sender's receipt attached hereto, and upon the appellee, ReMax Realty Advisors, Inc., on March 24, 2003, by certified mail, return receipt requested, No. 7000 0520 0021 2596 7983, sender's receipt attached hereto.

And further that I served the Rule To File a Complaint accompanying the above Notice of Appeal upon the appellee to whom the Rule was addressed on March 24, 2003, by certified mail, return receipt requested, No. 7000 0520 0021 2596 7983, sender's receipt attached hereto.

  
Signature of affiant.

Sworn to and subscribed  
before me this 27th  
day of March, 2003.

  
Kathryn A. Maughn  
Notary Public



Member, Pennsylvania Association of Notaries

My commission expires on September 12, 2003

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

**1. Article Addressed to:**

Patrick N. Ford  
Mag. Dist. No. 46-3-01  
309 Maple Avenue  
P.O. Box 452  
Dubois, PA 15801

**COMPLETE THIS SECTION ON DELIVERY****A. Received by (Please Print Clearly)**

Patrick N. Ford 3-25-02

**B. Date of Delivery****C. Signature**

X Patrick N. Ford

 Agent Addressee**D. Is delivery address different from item 1?  Yes**

If YES, enter delivery address below:

 No**3. Service Type**

Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

**4. Restricted Delivery? (Extra Fee)  Yes****2. Article Number (Copy from service label)**

7000 0520 0021 2596 7976

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1789

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

**1. Article Addressed to:**

Re/Max Realty Advisors, Inc.  
21 East Park Avenue  
P.O. Box B  
DuBois, PA 15801

Attn: Walter P. Muscovich

**COMPLETE THIS SECTION ON DELIVERY****A. Received by (Please Print Clearly)**

Walter P. Muscovich 03-05

**B. Date of Delivery****C. Signature**

X Walter P. Muscovich

 Agent Addressee**D. Is delivery address different from item 1?  Yes**

If YES, enter delivery address below:

 No**3. Service Type**

Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

**4. Restricted Delivery? (Extra Fee)  Yes****2. Article Number (Copy from service label)**

7000 0520 0021 2596 7983

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1789

FILED

NO  
CC

31856081  
MAR 3 12003

William A. Shaw  
Prothonotary

## COMMONWEALTH OF PENNSYLVANIA

COURT OF COMMON PLEAS

CLEARFIELD

JUDICIAL DISTRICT

46TTI

## NOTICE OF APPEAL

FROM

## DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. 2003-405-CO

## NOTICE OF APPEAL

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

NAME OF APPELLANT <b>James Domino</b>		MAG. DIST. NO. OR NAME OF D.J. <b>46-3-01</b>	
ADDRESS OF APPELLANT <b>3209 Greengarden Blvd., P.O. Box 3328, Erie</b>		CITY <b>PA</b>	STATE <b>16508-0328</b>
DATE OF JUDGMENT <b>2-24-03</b>	IN THE CASE OF (Plaintiff) <b>ReMax Realty Advisors, Inc.</b>	Defendant <b>James Domino</b>	
CLAIM NO. <b>Docket No. CV-0000025-03</b>	TA 19 LT 19	SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT <b>Stephen A. Tetuan, Esquire, for James Domino</b>	
<p>This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.</p> <p>This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.</p> <p><i>[Signature of Prothonotary or Deputy]</i></p>			
<p>If appellant was Claimant (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.</p>			

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

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

PRAECIPE: To Prothonotary

Enter rule upon **REMAX REALTY ADVISORS, INC.**, appellee(s), to file a complaint in this appeal

Name of appellee(s)

(Common Pleas No. **2003-405-CO**) within twenty (20) days after service of rule or sufficient entry of judgment of nonsu. *[Signature of appellant or his attorney or agent]*

RULE: To **REMAX REALTY ADVISORS, INC.**, appellee(s)

Name of appellee(s)

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

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

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

Date: **MARCH 21 2003** *[Signature]*

*[Signature]* **Signature of Prothonotary or Deputy**

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

**WITNESS: A. M. TETUAN**  
**REMAX REALTY ADVISORS, INC.**

**MAR 21 2003**

Attest.

*[Signature]*  
Prothonotary/  
Clerk of Courts

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

(This proof of service MUST BE FILED WITHIN FIVE (5) DAYS AFTER filing the notice of appeal. Check applicable boxes)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Erie ;ss

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

2003-00405-CD

a copy of the Notice of Appeal, Common Pleas No. \_\_\_\_\_, upon the District Justice designated therein on (date of service) March 24, 2003, 19\_\_\_\_,  by personal service  by (certified) (registered) mail, sender's receipt attached hereto, and upon the appellee, (name) ReMax Realty Advisors, Inc. on March 24, 2003, 19\_\_\_\_  by personal service  by (certified) (registered) mail, sender's receipt attached hereto.\*  
\*Will be provided for filing upon receipt.

and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom the Rule was addressed on March 24, 2003, 19\_\_\_\_,  by personal service  by (certified) (registered) mail, sender's receipt attached hereto.\*  
\*Will be provided for filing upon receipt.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME  
THIS 26 DAY OF March, 2003, 19\_\_\_\_

Kathryn A. Maughn  
Signature of official before whom affidavit was made

Kathryn A. Maughn, Notary Public

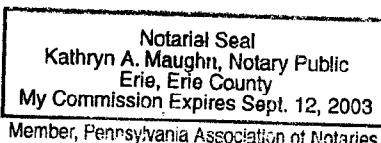
Title of official

My commission expires on September 12, 192003

Signature of affiant

Certified mailing to District Justice  
being #7000 0520 0021 2596 7976

Certified mailing to appellee  
being #7000 0520 0021 2596 7983



**FILED** NO  
cc  
m 10:38 AM  
MAR 28 2003  
SAC

William A. Shaw  
Secretary

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

VERNON DEMICH and RUTH DEMICH, :  
Plaintiffs :  
vs. : No. 2003-405 C.D.  
JAMES T. DOMINO, :  
Defendant : Type of Pleading: Complaint  
: Filed on behalf of: Vernon Demich  
and Ruth Demich by their Agent  
Re/Max Realty Advisors, Inc.  
: Counsel of Record for this party:  
THE HOPKINS LAW FIRM  
: DAVID J. HOPKINS, ESQUIRE  
Attorney at Law  
Supreme Court No. 42519  
: LEA ANN HELTZEL, ESQUIRE  
Attorney at Law  
Supreme Court No. 83998  
: 900 Beaver Drive  
DuBois, Pennsylvania 15801  
: (814) 375-0300

**FILED**

APR 08 2003

William A. Shaw  
Prothonotary

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

VERNON DEMICH and RUTH DEMICH, :  
Plaintiffs :  
: :  
vs. : No. 2003-405 C.D.  
: :  
JAMES T. DOMINO, :  
Defendant :  
:

**NOTICE**

TO: Defendant

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 Amended Complaint is 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.

Office of the Court Administrator  
Clearfield County Courthouse  
230 E. Market Street  
Clearfield, PA 16830  
(814) 765-2641 (ext. 5982)

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

VERNON DEMICH and RUTH DEMICH,	:	
Plaintiffs	:	
	:	
vs.	:	No. 2003-405 C.D.
	:	
JAMES T. DOMINO,	:	
Defendant	:	

**COMPLAINT**

AND NOW, comes Plaintiffs Re/Max Realty Advisors, Inc., as Agents for Vernon Demich and Ruth Demich, by and through its attorneys, The Hopkins Law Firm, and avers the following:

1. The Plaintiffs are Vernon Demich and Ruth Demich by their agents, Re/Max Realty Advisors, Inc., whose address is 21 E. Park Avenue, P.O. Box B, DuBois, Pennsylvania 15801.
2. The Defendant, James T. Domino, is an adult individual with an address of 3209 Greengarden Blvd., P.O. Box 3328, Erie, Pennsylvania 16508.
3. On or about July 1, 2002, Plaintiff and Defendant entered into a Lease Agreement in which Defendant agreed to lease real property and a home located at Section 15, Lot 392, Treasure Lake, Sandy Township, Clearfield County, Pennsylvania. A copy of which is attached hereto as Exhibit "A" and incorporated as if set forth at length herein.
4. Inasmuch as this Complaint concerns land located in Clearfield County, Pennsylvania, venue is proper in the Court of Common Pleas of Clearfield County.

5. The terms of the lease were for one (1) year. Annual rent was \$7,200.00 payable in twelve consecutive monthly payments of \$600.00.

6. In or about December, 2002, Defendant vacated the residence and failed to pay rent thereafter.

7. Defendant is indebted to Plaintiff for rent for the period January 1, 2003 through June 30, 2003 that being \$3,600.00.

8. The terms of the lease further provided that Defendant would pay electricity, hot water, heat, sewage, trash removal, and water expenses. Defendant failed to pay same totaling \$781.41.

9. Plaintiff is further entitled to late fees in the amount of \$50.00 per month. Late fees total \$300.00.

10. Plaintiff has attempted to mitigate his damages and lease the property but has not yet been able to obtain a tenant. The actions of the Defendant constitute breach of contract and as a result of said breach, Plaintiff has suffered damages of \$4,681.73.

11. Plaintiff has also incurred District Magistrate fees of \$116.50 for which he is entitled to reimbursement.

WHEREFORE, Plaintiff demands judgment for Vernon Demich and Ruth Demich and against Defendant, James T. Domino, in the amount of \$4,681.73 together

with cost of suit and such other and further relief as the Court deems fair, just and equitable.

Respectfully submitted,



David J. Hopkins, Esquire  
Attorney for Plaintiffs

**VERIFICATION**

I hereby verify that the statements made in this pleading are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. Section 4904, relating to Unsworn Falsification to Authorities.

Re/Max Realty Advisors, Inc.

By: 

Walter Muscovitch, Agent for  
Vernon Demich & Ruth Demich

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

VERNON DEMICH and RUTH DEMICH, :  
Plaintiffs :  
vs. : No. 2003-405 C.D.  
JAMES DOMINO, :  
Defendant :  
.

**CERTIFICATE OF SERVICE**

I, the undersigned, hereby certify that a true and correct copy of Complaint, filed on behalf of Vernon Demich and Ruth Demich by their Agent Re/Max Realty Advisors, Inc. was forwarding by first class mail, postage prepaid, on the 8<sup>th</sup> day of April, 2003, to all counsel of record, addressed as follows:

Stephen A. Tetuan, Esquire  
558 West Sixth Street  
Erie, PA 16507

  
\_\_\_\_\_  
David J. Hopkins, Esquire  
Attorney for Plaintiffs

FILED

2cc

01 3:07 PM  
APR 08 2003  
Amy Hopkins  
e  
REB

William A. Shaw  
Prothonotary

Stephen A. Tetuan, Esquire  
558 West Sixth Street  
Erie, Pennsylvania 16507  
(814) 452-6468

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

VERNON DEMICH and :  
RUTH DEMICH, :  
Plaintiffs :  
: :  
vs. : No. 2003-405 C.D.  
: :  
JAMES T. DOMINO, : Type of Pleading: Answer, New  
Defendant : Matter and Counterclaim  
: :  
: Filed on behalf of:  
: James T. Domino  
: :  
: Counsel of Record for this party:  
: :  
: STEPHEN A. TETUAN, ESQUIRE  
: Attorney at Law  
: Supreme Court No. 19985  
: :  
: 558 West Sixth Street  
: Erie, Pennsylvania, 16507  
: :  
: (814) 452-6468

**FILED**

MAY 08 2003

William A. Shaw  
Prothonotary

Notice to Plead

TO THE WITHIN PLAINTIFFS

You are hereby notified to plead to the within New Matter  
& Counterclaim within twenty (20) days from  
the service thereof or a default judgment may be  
entered against you.

BY: 

ATTORNEY FOR the Defendant

Stephen A. Tetuan, Esquire  
558 West Sixth Street  
Erie, Pennsylvania 16507  
(814) 452-6468

---

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

VERNON DEMICH and :  
RUTH DEMICH, :  
Plaintiffs :  
: :  
vs. : No. 2003-405 C.D.  
: :  
JAMES T. DOMINO, :  
Defendant :  
:

**DEFENDANT'S ANSWER, NEW MATTER AND COUNTERCLAIM**  
**TO**  
**PLAINTIFFS' COMPLAINT**

AND NOW, comes the Defendant, JAMES T. DOMINO, by and through his counsel undersigned, Stephen A. Tetuan, Esquire and files the following Answer, New Matter and Counterclaim to that Complaint heretofore filed by the Plaintiffs in the above-captioned matter, alleging more particularly in support thereof as follows, to-wit:

1. Admitted.

2. Admitted.

3. Admitted, although it should be noted that Exhibit "A" was not attached to the Complaint received by the Defendant. In further answer thereto it being alleged and asserted that it was at

all times understood that the Defendant himself would not occupy the leased premises but that Defendant's son, fiancé and their baby would occupy the leased premises.

4. Admitted.

5. Denied that the Lease was for one year, said lease instead being for a term of eleven (11) months from July 1, 2002 through May 31, 2003 (actually, the written Lease between the parties prepared by Plaintiffs indicates that same ends on May 31, 2002) at \$600.00 rent per month.

6. Admitted that the Defendant's son, fiancé and their baby vacated the residence in or about December, 2002 and refused to pay rent thereafter for those reasons hereinafter set forth and alleged.

7. Admitted that Defendant has refused to pay rent for the period January 1, 2003 to the present for those reasons hereinafter set forth and alleged .

8. Defendant neither admits nor denies this allegation, the Lease between the parties speaking for itself. Defendant denies any liability to the Plaintiff in regards to such expenses listed, and specifically denies being indebted to the Plaintiff for the

amount alleged of \$781.41, or any amount for those reasons hereinafter set forth and alleged.

9. Admitted that the lease provides for a late charge of \$50.00, not specifically \$50.00 per month, in further answer hereto it being alleged and asserted that in the event Plaintiffs are seeking to collect from Defendant the sum of \$50.00 per month that said amount is excessive, unreasonable, illegal, unconscionable, and more in the nature of a penalty than reasonable compensation, all as a result of which same is uncollectible as a matter of law. In addition, said amount, for the foregoing reasons, is an unfair or deceptive act or practice in violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law (see Defendant's New Matter/Counterclaim appearing hereafter).

10. It is denied that Plaintiff has attempted to mitigate damages and lease the property but has not yet been able to do so, with strict proof thereof demanded at time of trial. Denied that the actions of the Defendant constitute breach of contract and/or that Plaintiff has suffered damages in the amount of \$4,681.73, or any amount.

11. Admitted that Plaintiff has incurred district justice fees of \$116.50; denied that the Plaintiff is entitled to reimbursement therefore, or for any amount.

WHEREFORE, Defendant prays that Plaintiff's Complaint be dismissed, with prejudice.

**NEW MATTER/COUNTERCLAIM**

12. Paragraphs 1 through 11 are incorporated herein by reference as though fully set forth.

13. When the Defendant's son, Thomas James (T.J.) Domino, who the Plaintiffs knew was going to occupy the premises along with his fiancé and their baby, first met with Plaintiffs' realtor agent at the premises to inspect same, Plaintiffs' agent indicated that she allegedly did not have the keys so as to permit entry to the premises, resulting in T.J. not being able to inspect the interior of same.

14. Immediately thereafter, Defendant himself contacted the real estate agent who, again, informed Defendant that she did not have the keys to the premises, that the owners were "private people" and did not want anyone to see the interior of the premises as they were still doing some work therein, but that "everything will be great/perfect" when Defendant's son, fiancé and their baby would move into the premises, and lastly, that the rent would be \$550.00 per month.

15. Based upon Plaintiffs' agent's representations as set forth above, Defendant's son quit looking for houses or apartments to rent and simply awaited receipt of the anticipated written lease from the Plaintiffs or their agent.

16. Upon receipt of the proposed written lease, the rent provided therein was \$600.00 per month, not the \$550.00 per month previously represented by Plaintiffs' agent, but given the need at that point in time for the Defendant's son to move to Dubois, their cessation of looking for other available rental units based upon the Plaintiffs' representations as hereinabove set forth and the fact that Defendant's son had already made arrangements to provide for a mover, Defendant nonetheless executed the lease and returned same to the Plaintiffs.

17. After Defendant's son got the keys to the premises after the lease was signed, and then had an opportunity to inspect same, it was determined that the carpet by the kitchen needed replaced or repaired, the hallway needed painted and the hallway stairs needed carpeted, all of which Plaintiffs' agent said would be done and none of which ever was.

18. Plaintiffs' agent's actions and representations as hereinabove set forth and alleged, known not to be true at the time they were made, constitute fraud in the inducement resulting in the

Defendant's entitlement to rescind the Lease Agreement and entitling his son, his son's fiancé and baby to remove themselves and all of their belongings from the premises without any further obligation whatsoever owed the Plaintiffs.

19. Plaintiffs breached and violated their lease obligations and their legal duty to provide a habitable premises to the occupants consistent with a legally imposed implied warranty of habitability in the following manner:

A. From the very commencement of the lease, the demised premises was infested with ants, fleas, centipedes and other vermin, all of which Plaintiffs knew or should have known, necessitating professional attempted removal and treatment, medical treatment to the Defendant's son, his son's fiancé and their baby, an overnight stay in a hotel due to the extent of the infestation, professional carpet cleaning, and the cleaning of all of their clothing as directed by their physician, all costs and expenses for which Defendant should be reimbursed. Several invoices and receipts therefore are attached, as well as a letter from Paul J. Mirone, M.D. dated February 6, 2003;

B. The electrical wiring was inadequate, unsafe, and hazardous to the health, safety and welfare of the occupants of the premises, resulting in the circuit breakers frequently shutting off, the air conditioning shutting down, the water bed/heater re same shutting down, the inability to keep all baseboard heaters operating as same were all on one breaker, resulting in the unit frequently being so cold as to permit one to literally see their breath, as well as certain outlets not working, all of which was made aware to the Plaintiffs and none of which was fixed or repaired, by the Plaintiffs. See electrical report attached;

C. The dishwasher was not operable from the date the parties moved in on or about July 1, 2002 through some time, it is believed, in September, 2002, the dishwasher having standing water in it, being rusty, and having a foul, gross and disgusting odor that permeated the kitchen and the demised premises;

D. The trash compactor never worked, and was never fixed or repaired by the Plaintiffs despite being informed of same;

E. Plaintiffs utilized plastic dryer vents in the basement, which plastic dryer vents are illegal and constitute a fire hazard, Plaintiffs being requested to replace same and refusing to do so;

F. The wood burner which the Plaintiffs represented they were going to clean, was never cleaned and not usable by the Defendant's son, fiancé and their baby, resulting in significantly higher electric heating bills in light of their being unable to utilize same in part for heat;

G. From the very onset of the Defendant's son, fiancé and baby's occupancy of the demised premises, same had a distinctly musty and malodorous smell/stench which, despite immediate, constant and continuous efforts to clean the carpeting, appliances and walls to remove the stench could nonetheless not be removed.

20. Plaintiffs' fraud in the inducement, lease violations and breach of their implied warranty of habitability obligations to the Defendant and his son, son's fiancé and baby as hereinabove set forth and alleged not only entitled the occupants to remove themselves and their belongings from the demised premises and refuse to pay any ongoing rent therefore also constitute a

violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. Section 201-1, et seq., entitling Defendant to treble damages, attorney's fees and court costs.

21. Plaintiffs' attempted imposition of a \$50.00 per month late charge, in addition to being excessive, unreasonable, illegal, unconscionable, and more a penalty than reasonable compensation, is also a violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. Section 201-1, et seq., entitling Defendant to treble damages, attorney's fees and court costs.

22. Plaintiffs have failed to credit Defendant with a \$600.00 security deposit paid to Plaintiffs.

23. In, it is believed, December, 2002, Plaintiffs' rental agent told Defendant that they were tired of Defendant's son's complaints and that if he wanted to leave that would be fine by them, in reliance upon which, and in addition to those reasons set forth above, Defendant's son vacated the premises.

24. Based on the foregoing, Plaintiffs are now estopped from asserting that Defendant breached the lease in light of Defendant accepting Plaintiffs' invitation to leave.

WHEREFORE, Defendant seeks judgment against the Plaintiffs for all costs and expenses incurred as a result of Plaintiffs' illegal conduct as hereinabove set forth and alleged, as well as treble

damages, attorney's fees, court costs, as well as such other and further relief as the Court deems fair, just and equitable.

Respectfully submitted,

By: 

Stephen A. Tetuan, Esquire  
558 West Sixth Street  
Erie, Pennsylvania 16507  
814/452-6468  
Attorney I.D. #19985

Attorney for the Defendant,  
James T. Domino

One Month's FREE Pest Control Service  
See Attached Card For Details.

<b>Total Due</b>
<b>Amount Paid</b>

Cash  Check

Retain this copy for your records.

### Service/Inspection Report

Initial Service

Regular Service

Extra Service

Branch	Account	Ref.	Inspection	Initial	S. Day	Production	Time Scheduled	Inv. Out
237	WA	2372-2223			B	14500		

Service Property At:  
T. O. Domino  
1733 T-Lake  
Do Bjs PA.

Service Center:  
TERMINIX INTERNATIONAL  
Altoona PA. 16602

Operator Name & Certification Number  
Van Knoch SP2864

Supervisor Name & Certification Number

Target Pests:  Carpenter Ants  Pavement Ants  German Cockroaches  Oriental Cockroaches  
 Argentine Ants  Center Ants  American Cockroaches  Other Cockroaches  
 Rats  Other  *West 9th St. 2000*  
 Silverfish  Mice  Other *2000*

Pest Control Materials Used	EPAs Reg. #	T/C (E/C)	Amount	Materials	Used	Not Used	Used
293 Advance Granular Ant Bait (Abamectin 0.011%)	499-370			450 Insiders		630 Snap Traps.	
294 Advance Granular Carpenter Ant Bait (Abamectin 0.011%)	499-370			400 Insect Monitors		600 Glue Traps	
298 Advance Dual Choice Ant Bait (Sulfumuronil 0.5%)	489-458			410 Pheromone Traps		600 Mouse Bait Stations	
315 Ascend Fire Ant Bait (Abamectin 0.011%)	499-370						
306 Avon Roach Bait Stations (Abamectin) 0.05%	499-467						
11 Conquer EC Insecticide (Etestvalerate) 0.0275% <input type="checkbox"/> 0.05%	1021-1541-57076						
210 DeltaGard G (Delamethrin) 0.1%	432-356						
18 Demand CS (Deltamethrin) 0.015% <input type="checkbox"/> 0.03% <input type="checkbox"/> 0.06%	10182-361						
330 Drax Ant Bait (Orthoboric acid) 5.0%	9444-131/9444-135						
130 Drione Dust (Silica Gel) 40% (Pyrethrins) 1.0%	4816-353						
540 Generation Mini Block Bait (Orthoboric acid) 0.025%	7173-218						
571 Mate Mini Blocks Bait (Bromadiolone) 0.005%	7173-202						
331 Maxforce FC Ant Bait Stations (Fipronil) 0.01%	64248-10						
356 Maxforce FC Roach Bait Gel (Fipronil) 0.01%	64248-14						
352 Maxforce FC Roach Bait Stations (Fipronil) 0.05%	64248-11						
355 Maxforce FC Insect Bait (Hydramethylnon) 1.0%	64248-19						
360 Niban/Niban FG Bait (Orthoboric acid) 5%	64405-2						
147 Niber-D (Disodium Octaborate Tetrahydrate) 98%	64405-3						
312 PT Avert Gel Roach Bait (Abamectin 0.01%)	499-410						
151 PT Cy-Kick Aerosol (Cyteluthrin) 0.1%	499-470						
70 PT Cy-Kick GS (Cyteluthrin) <input type="checkbox"/> 0.05% <input type="checkbox"/> 0.1%	499-304						
83 PT Ultimida (Fermethrin) 0.4% (Pyrethrins) 0.1%	499-604						
89 PT Wasp Fleets Aerosol (d-trans Allethrin) 0.128% (Phenothrin) 0.120%	499-382						
89 PT Wasp Plus XLO Aerosol (Pyrethrins) 0.25% (d-trans Allethrin) 0.25%	499-310						
121 Suspend SC (Delamethrin) <input type="checkbox"/> 0.01% <input type="checkbox"/> 0.03% <input type="checkbox"/> 0.08%	432-763						
90 Tempo 20WP (Cyteluthrin) <input type="checkbox"/> 0.025% <input type="checkbox"/> 0.05% <input type="checkbox"/> 0.1%	3125-377/3125-380						
83 Tempo Ultra SC (Cyteluthrin) <input type="checkbox"/> 0.025% <input type="checkbox"/> 0.05%	3125-498						
581 Weatherblock XT Bait (Brotifacoum) 0.005%	10182-339						
198 Zone Defense Dust (Orthoboric acid) 64%	44757-3						
579 Census Blocks (nontoxic)	N/A						

Treatment Code (T/C):  C = Crack & Crevice  V = Void  G = General  
 S = Spot  BT = Bait  DC = Directed Contact  B = 3' Band  BP = Space  
 IN = Inspection Only

Equipment Code (E/C):  C3 = Comp. Air Sprayer  T = Trap  
 BS = Bait Station  HD = Hand Duster  A = Aerosol  
 BG = Bait Gun  PT = Power Treatment  F = ULV

Supervisor's Comments:

Customer's Signature: *T. O. Domino*

Service Technician's Signature: *Van Knoch*

Date: *8-5-02*

Special Service Instructions:  Treat for Infestation/Prevention or Inspect areas indicated.

UPON REQUEST TERMINIX WILL PROVIDE THE PURCHASER WITH A COPY OF THE MANUFACTURER'S SPECIMEN LABEL OF THE PESTICIDE(S) WHICH ARE USED TO TREAT THE PREMISES.

UNRESOLVED PROBLEMS?

Amount Paid

Check

Cash

## Terminix - Residential Pest Control Service Agreement

## Purchaser

Name John Domino  
 Address 1733 Treasure Lake  
 City Burns  
 State PA Zip 15801  
 Phone (Home) 377-2223 (Work)

Inspection Date 7-31-02

## Premises

Name   
 Address   
 City   
 State  Zip   
 Phone (Home)  (Work)

This agreement is for an initial period of twelve months from the date of the first service and, unless canceled by the purchaser, will automatically continue on a monthly basis until canceled by either party upon thirty days notice.

## Basic Coverage - Treatment or Inspection for:

<input checked="" type="checkbox"/> American Roaches	<input checked="" type="checkbox"/> Smokey Brown Roaches	<input checked="" type="checkbox"/> House Ants	<input checked="" type="checkbox"/> Millipedes
<input checked="" type="checkbox"/> Brown Banded Roaches	<input checked="" type="checkbox"/> Mice	<input checked="" type="checkbox"/> Centipedes	<input checked="" type="checkbox"/> House Crickets
<input checked="" type="checkbox"/> German Roaches	<input checked="" type="checkbox"/> Rats	<input checked="" type="checkbox"/> Solitary Wasps	<input checked="" type="checkbox"/> Insiders
<input checked="" type="checkbox"/> Oriental Roaches	<input checked="" type="checkbox"/> Silverfish	<input checked="" type="checkbox"/> Earwigs	

## Expanded Coverage - Infestation Treated Upon Request at No Additional Charge

<input checked="" type="checkbox"/> Carpenter Ants	<input checked="" type="checkbox"/> Indoor Tick Control	<input type="checkbox"/> Outsiders # <u></u>
<input checked="" type="checkbox"/> Pharaoh Ants	<input checked="" type="checkbox"/> Indoor Flea Control	
<input checked="" type="checkbox"/> Exterior Ants	<input checked="" type="checkbox"/> Black Widow Spiders	
<input checked="" type="checkbox"/> Bees	<input checked="" type="checkbox"/> Brown Recluse Spiders	
<input checked="" type="checkbox"/> Social Wasps	<input checked="" type="checkbox"/> Other: <u>Spiders &amp; Pillbugs</u>	
<input checked="" type="checkbox"/> Clothes Moths		

This home qualifies for a free termite inspection and preferred customer discount. Yes  No

## Service Frequency

Monthly  Every Other Month  
 Quarterly  On Demand

## Exterior Service/Inspection

Jan	Feb	Mar	April
May	June	July	Aug
Sept	Oct	Nov	Dec

## Special Instructions

## Service Charge

Initial Service Charge	\$ <u>145.00</u>
Regular Service Charge	\$ <u>60.00</u>
Sub-total Annual Amount	\$ <u>505.00</u>
Sales Tax	\$ <u>30.30</u>
Total Annual Amount	\$ <u>535.30</u>
10% Discount for Advance Payment*	\$ <u>-50.00</u>
Annual Amount Less 10% Discount	\$ <u>485.30</u>
Amount Remitted with Agreement	\$ <u></u>

\*Not available in California

## Method of Payment

Remit to Service Technician  
 Invoice  
 10% Discount One Year in Advance\*  
 Visa  MasterCard  Discover

DOWN PAYMENT	AMOUNT	SEQUENCE NUMBER
RECEIVED AT START	AMOUNT	DEPOSIT NUMBER
ACCOUNT NUMBER		

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT. The Terms and Conditions on the reverse side, including the mandatory arbitration agreement, are part of this agreement. The initial service will occur within 30 days of the date of the contract and be completed as set forth herein.

In the event you have any questions or complaints, you may contact a Terminix representative by calling 1-800-TERMINIX (1-800-837-6469).

Terminix Office Altona Telephone 943-1668 OR 877-800-7605

Address 514 E Pleasant Lake Blvd  
Altona, PA 17920 DATE 7-31-02

TERMINIX REPRESENTATIVE SIGNATURE

I UNDERSTAND THAT THIS AGREEMENT IS FOR AN INITIAL PERIOD OF TWELVE MONTHS.

LEAD SOURCE:  BB  CR  CS  NM  RA  TV  YP

Key #33235 Rev. 8/01 A/P 8/01  
 © 1994 The Terminix International Company, Inc.

PURCHASER T. J. Domino

DATE 7-31-02





DATE 08/12/02

NAME Fedak Allison

AGE 13 mo.

DATE OF BIRTH 06/19/02

MEDICATION ALLERGIES ~~NA~~

## CURRENT MEDICATIONS

## ANY VISITS TO OTHER DOCTORS OR OTHER HEALTHCARE PROVIDERS?

DO YOU SMOKE? YES NO HOW MUCH?

DO YOU CONSUME ALCOHOL? YES NO HOW MUCH?

DO YOU WEAR SEAT BELTS? YES NO HOW OFTEN?

DOES YOUR RESIDENCE HAVE SMOKE DETECTORS? YES NO

- Ross - Banks Ave.

10-12-02

FOR FEMALES: LMP

TEMP 97.5	PULSE	RR	BP	HT	WT 25	PAIN LEVEL
					17lb	83

PATIENT NAME: FEDAK (DOMINO), ALLISON L. DOB: 06/19/01

DOV: 08/12/02

S: Patient is a 13 month old who has a rash to her upper arms and back, and also a few scattered ones to the leg. Turns out that mother and father both have similar things. It turns out that there has been a flea problem at the house. The child has not been running any significant fevers recently. She was on Amoxicillin for an otitis. This is long since finished. Dad said that as of yesterday, when he vacuumed, he is still finding active fleas. He had Terminix come out. They did spray, although unfortunately, Terminix could not guarantee that the eggs would be taken care of. He denies any fevers.

O: Gen: This is an active playful 13 month old in no acute distress. There are diffuse scattered papules to the upper back, arms, chest, one to the neck, one to the left leg. No surrounding erythema. There is no lesions or involvement of the hands, face or feet.

Lungs: Clear.

Heart: Regular rate.

Abdomen: Soft, non-tender.

She has good skin turgor. Moves all extremities. Smiles appropriately.

A: 1. Flea bites.

P: 1. I counseled both parents on vacuuming the house and also steam cleaning it.

2. They should recall Terminix.

3. Wash clothes and make sure they take care of bed linen.

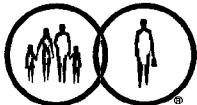
4. Continue the Benadryl.

5. Hydrocortisone cream to the area.

6. Further follow-up here is to be determined based on her response to therapy.

P. Miron, MD/ds t: 08/13/02

TOTAL P.02



## West Erie Medical Group

3036 West 26th Street • Erie, PA 16506 • (814) 877-7035 • Fax: (814) 877-6276

Daniel J. Barbero, MD

Paul J. Mirone, MD

Susan Oskin, DO

February 6, 2003

Stephen A. Tetuan, Esq.  
Lay Law Bldg.  
558 W. 6<sup>th</sup> Street  
Erie, PA 16507

Dear Attorney Tetuan:

I am submitting this letter in response to your request concerning T.J. Domino, who is son of James Domino.

I did indeed treat both Mr. Domino's son, the son's fiancé and their child, for multiple flea bites. The patients responded adequately to treatment and had no occurrences while here in Erie; however, on return to their place of residence, again received flea bites that necessitated treatment and further direction for prevention.

Please feel free to contact me if you require any further information.

Sincerely,

Paul J. Mirone, M.D.

PJM/slb

*jj Hamot*



JOB \_\_\_\_\_  
SHEET NO. \_\_\_\_\_ OF \_\_\_\_\_  
CALCULATED BY \_\_\_\_\_ DATE \_\_\_\_\_  
CHECKED BY \_\_\_\_\_ DATE \_\_\_\_\_  
SCALE \_\_\_\_\_

Material & Labor to complete the following:

- \*1) Install Sab feed panel to remove wiring that is bundled up on breakers
- 2) add circuit for air conditioners
- \*3) replace bad GCF receptacle
- \*4) Check downstairs kitchen Circuits  
(NO WIRING INCLUDED / INSPECT ONLY)

\$490.00

On JEWELL

Stephen A. Tetuan, Esquire  
558 West Sixth Street  
Erie, Pennsylvania 16507  
(814) 452-6468

---

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

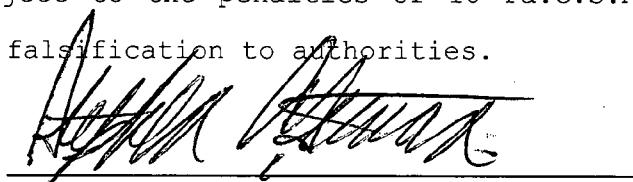
VERNON DEMICH and :  
RUTH DEMICH, :  
Plaintiffs :  
: :  
vs. : No. 2003-405 C.D.  
: :  
JAMES T. DOMINO, :  
Defendant :  
:

**VERIFICATION**

COMMONWEALTH OF PENNSYLVANIA :  
: ss.  
COUNTY OF ERIE :  
:

Stephen A. Tetuan, counsel for the Defendant, JAMES T. DOMINO deposes and say that he is counsel for said Defendant in the above matter; that he is authorized to make this Verification on behalf of said Defendant; that the facts set forth in the foregoing ANSWER, NEW MATTER AND COUNTERCLAIM TO PLAINTIFFS' COMPLAINT are true and correct, not of his own knowledge, but from information supplied to him by said Defendant; that the purpose of this Verification is to expedite litigation; and that a Verification by Defendant will be furnished if requested.

This statement is made subject to the penalties of 18 Pa.C.S.A. Section 4904 relating to unsworn falsification to authorities.



Stephen A. Tetuan

Dated: May 7, 2003

FILED

acc

Atty Tetrault

MAY 11 2003

Q

REC

William A. Shaw  
Prothonotary

Stephen A. Tetuan, Esquire  
558 West Sixth Street  
Erie, Pennsylvania 16507  
(814) 452-6468

---

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

VERNON DEMICH and :  
RUTH DEMICH, :  
Plaintiffs :  
: :  
vs. : No. 2003-405 C.D.  
: :  
JAMES T. DOMINO, : Type of Pleading: Notice of  
Defendant : Service of Defendant's First  
: Set of Interrogatories and  
: Request For Production of  
: Documents Directed to Plaintiff  
: :  
: Filed on behalf of:  
: James T. Domino  
: :  
: Counsel of Record for this party:  
: :  
: STEPHEN A. TETUAN, ESQUIRE  
: Attorney at Law  
: Supreme Court No. 19985  
: :  
: 558 West Sixth Street  
: Erie, Pennsylvania, 16507  
: :  
: (814) 452-6468

**FILED**

MAY 27 2003

William A. Shaw  
Prothonotary

Stephen A. Tetuan, Esquire  
558 West Sixth Street  
Erie, Pennsylvania 16507  
(814) 452-6468

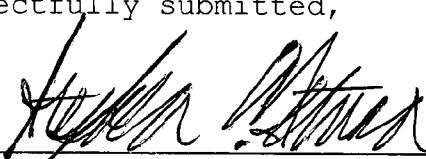
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
(CIVIL DIVISION)

VERNON DEMICH and :  
RUTH DEMICH, :  
Plaintiffs :  
: :  
vs. : No. 2003-405 C.D.  
: :  
JAMES T. DOMINO, :  
Defendant :  
:

**NOTICE OF SERVICE OF DEFENDANT'S**  
**FIRST SET OF INTERROGATORIES**  
**AND**  
**REQUEST FOR PRODUCTION OF DOCUMENTS**  
**DIRECTED TO PLAINTIFF**

Notice is hereby given that the Defendant, JAMES T. DOMINO, by and through his counsel undersigned, Stephen A. Tetuan, Esquire, served Defendant's First Set of Interrogatories and Request For Production of Documents Directed To Plaintiff upon Plaintiff's counsel, David J. Hopkins, Esquire, 900 Beaver Drive, DuBois, Pennsylvania, 15801, via United States Mail, postage prepaid, on this, the 22<sup>nd</sup> day of May, 2003.

Respectfully submitted,

By: 

Stephen A. Tetuan, Esquire  
558 West Sixth Street  
Erie, Pennsylvania 16507  
814/452-6468  
Attorney I.D. #19985

Attorney for the Defendant,  
James T. Domino

FILED NO  
CC

MAY 18 2003  
MAY 27 2003  
SAC

William A. Shaw  
Prothonotary

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

VERNON DEMICH and RUTH DEMICH,  
Plaintiffs

vs.

No. 2003-405 C.D.

JAMES T. DOMINO,  
Defendant

Type of Pleading: Answer to  
New Matter and Answer to  
Counterclaim and New Matter

Filed on behalf of: Vernon Demich  
and Ruth Demich, Plaintiffs

Counsel of Record for this party:  
THE HOPKINS LAW FIRM

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

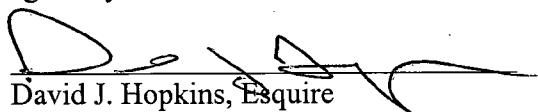
LEA ANN HELTZEL, ESQUIRE  
Attorney at Law  
Supreme Court No. 83998

900 Beaver Drive  
DuBois, Pennsylvania 15801

(814) 375-0300

NOTICE TO PLEAD

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

  
David J. Hopkins, Esquire  
Attorney for Plaintiffs

FILED

JUN 06 2003

William A. Shaw  
Prothonotary

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

VERNON DEMICH and RUTH DEMICH, :  
Plaintiffs :  
vs. : No. 2003-405 C.D.  
JAMES T. DOMINO, :  
Defendant :  
:

**ANSWER TO NEW MATTER, ANSWER TO  
COUNTERCLAIM AND NEW MATTER**

AND NOW, comes Plaintiffs, Vernon Demich and Ruth Demich, by and through their attorneys, The Hopkins Law Firm, and answers the New Matter and Counterclaim of Defendant, James T. Domino, as follows:

12. No answer is required of this paragraph.
13. Denied. Thomas James Domino, his fiancée and baby were taken to the premises by Realtor, Walter Muscovitch. At the location was Plaintiff, Vernon Demich, who met Thomas James Domino and his fiancée. No baby was at the premises.
14. Denied. No such conversation ever took place.
15. Neither admitted nor denied. Defendant is without sufficient knowledge to admit or deny the allegations of paragraph 15 and strict proof is demanded at trial.
16. Denied. Defendant's son was told the leasehold was \$600.00 per month - \$7200 per year.
17. Denied. Defendant's son was never told the carpet was cleaned by Stanley Steamer on June 24, 2002, the carpet would be replaced or repaired, the hallway would be painted nor the hallway stairs would be carpeted. By way of further answer, Plaintiff had the house painted prior to Defendant's occupation.

18. Denied. Defendant's agent made no false statements to Defendant's son.

19. A. Denied. The carpet was professionally cleaned June 24, 2002 by Stanley Steamer. If in fact there was an infestation problem, same was caused by the Defendant, his son, his son's fiancée and or their child.

In addition thereto, no prior tenant maintained any animals within the premises. All other allegations set forth in paragraph 19A are beyond the knowledge of Plaintiff and strict proof is demanded at trial.

B. Denied. The electrical wiring is neither inadequate, unsafe or hazardous to the health, safety and welfare of the occupants of the premises. Plaintiffs have rented the premises to multiple tenants, none of which has ever experienced problems. The electrical report attached hereto is nothing more than a quote for work which was never done. Plaintiff's deny all of the allegations set forth in paragraph 19B.

C. Denied. There were two (2) dishwashers in the home. One upstairs was brand new and one downstairs was inoperable. At the time the parties rented the premises, Plaintiff, Vernon Demich, suffered a heart attack and advised Defendant he would replace the downstairs dishwasher as soon as he was physically able. This was acceptable to Defendant. Plaintiff was able to replace the dishwasher in the first week of September, 2002.

D. Admitted in part and denied in part. Plaintiffs admit the trash compactor never worked, however, Plaintiffs never represented that the trash compactor ever worked. Plaintiffs further deny Defendants ever made any complaints about the trash compactor.

E. Admitted in part and denied in part. Plaintiffs deny the dryer vents are plastic, rather they are vinyl which perhaps could be considered a type of plastic. Notwithstanding the above, the vinyl dryer vents are UL approved and appropriate to be used in the home. By way of further answer, Plaintiffs deny Defendant ever requested same be removed.

F. Admitted in part and denied in part. Plaintiffs routinely have the chimney cleaned on an annual basis. After Defendant moved into the premises, Plaintiff attempted to make arrangements with a chimney sweep to have the chimney cleaned. The chimney sweep was unable to clean same because Defendant was using the wood burner and it was necessary that same be off for twenty four (24) hours. By way of further answer, Plaintiff witnessed in September, 2002 that Defendant had accumulated a huge amount of wood for burning in the wood burner. One day, Plaintiff witnessed Defendant's son operating two (2) log splitters and carrying the wood into the basement. Following Defendant's vacation of the premises, there was very little wood left indicating Defendant burned a significant amount of wood in the wood burner.

G. Denied. The carpet was cleaned by Stanley Steamer on June 24, 2002. In June of 2002, the premise was cleaned by a housecleaner prior to Defendants occupation of the property. In addition thereto, Plaintiff had the house painted prior to Defendant's occupation.

20. No answer is required of this paragraph inasmuch as it is a conclusion of law. In the event an answer is required, same is denied. Plaintiffs never committed a fraud in the inducement of the lease. Plaintiffs committed no lease violations. Plaintiffs did not breach their implied warranty of inhabitability to the Defendant.

21. No answer is required of this paragraph inasmuch as it calls for a legal conclusion. In the event an answer is required, same is denied. Plaintiffs' lease agreement with Defendant, which Defendant read prior to signing same, imposes a late charge of \$50.00 per month. Same is not a violation of the Pennsylvania Unfair Trade Practices Act.

22. Denied. Plaintiffs admit they possess a \$600.00 security deposit and have credited same to Defendant.

23. Denied. No such conversation ever took place. By way of further answer, at Christmas of 2002, Defendant's son telephoned Judy Muscovitch and told her Defendant and his son had a fight and Defendant was no longer going to pay the rent.

24. No answer is required inasmuch as it calls for a legal conclusion. In the event an answer is required, same is denied for the reasons set forth in paragraph 23.

WHEREFORE, Defendants Counterclaim should be dismissed with prejudice.

#### NEW MATTER

25. Paragraphs 12 through 24 are incorporated herein by reference as if set forth at length herein.

26. Defendant's claims are barred inasmuch as all of the allegations alleged by Defendant concern Defendant's son rather than Defendant.

27. Defendant's claims are barred inasmuch as they are not terms of the lease.

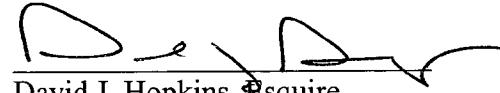
28. Defendant's claims are barred as a result of the terms of the lease.

29. Defendant's claims are barred by the Statute of Fraud.

30. Defendant's claims are barred by lack of consideration.

31. Defendant's claims are barred inasmuch as Plaintiffs are entitled to an offset for all monies Defendant owes Plaintiffs.

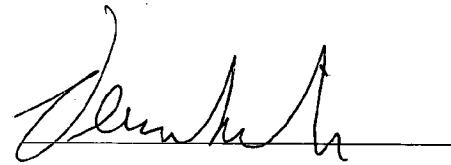
Respectfully submitted,



David J. Hopkins, Esquire  
Attorney for Plaintiffs

**VERIFICATION**

I hereby verify that the statements made in this pleading are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. Section 4904, relating to Unsworn Falsification to Authorities.

A handwritten signature in black ink, appearing to read "Dennis M.", is written over a single horizontal line.

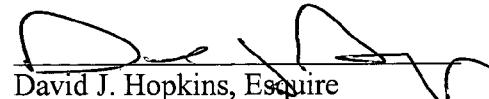
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA  
(CIVIL DIVISION)

VERNON DEMICH and RUTH DEMICH, :  
Plaintiffs :  
:  
vs. : No. 2003-405 C.D.  
:  
JAMES DOMINO, :  
Defendant :  
:

**CERTIFICATE OF SERVICE**

I, the undersigned, hereby certify that a true and correct copy of Answer to New Matter, Answer to Counterclaim and New Matter, filed on behalf of Vernon Demich and Ruth Demich, was forwarding by first class mail, postage prepaid, on the 4th day of June, to all counsel of record, addressed as follows:

Stephen A. Tetuan, Esquire  
558 West Sixth Street  
Erie, PA 16507

  
David J. Hopkins, Esquire  
Attorney for Plaintiffs

FILED NO  
M 11.03 2003  
JUN 06 2003

William A. Shaw  
Prothonotary

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL TRIAL LISTING

CERTIFICATE OF READINESS

TO THE PROTHONOTARY

DATE PRESENTED 7-11-03

CASE NUMBER	TYPE TRIAL REQUESTED	ESTIMATED TRIAL TIME
2003-405 C.D.		
Date Complaint	( ) Jury ( ) Non-Jury	
Filed:	(X) Arbitration	2 days/hours
April 8, 2003		

PLAINTIFF(S)

Vernon Demich and Ruth Demich

( )

Check block if a Minor  
is a Party to the Case

**FILED**

DEFENDANT(S)

James T. Domino

( )

ADDITIONAL DEFENDANT(S)

JUL 14 2003

( )

William A. Shaw  
Prothonotary

JURY DEMAND FILED BY:

DATE JURY DEMAND FILED:

N/A

N/A

AMOUNT AT ISSUE CONSOLIDATION DATE CONSOLIDATION ORDERED

\$4,726.00

More than

&

( ) yes (X) no

N/A

PLEASE PLACE THE ABOVE CAPTIONED CASE ON THE TRIAL LIST.

I certify that all discovery in the case has been completed; all necessary parties and witnesses are available; serious settlement negotiations have been conducted; the case is ready in all respects for trial, and a copy of this Certificate has been served upon all counsel of record and upon all parties of record who are not represented by counsel:



FOR THE PLAINTIFF

TELEPHONE NUMBER

David J. Hopkins, Esquire

(814) 375-0300

FOR THE DEFENDANT

TELEPHONE NUMBER

Stephen A. Tetuan, Esquire

(814) 452-6468

FOR ADDITIONAL DEFENDANT

TELEPHONE NUMBER

FILED

No cc  
copy to CIA

Oct 15 2003  
JUL 14 2003

Atty Hopkins pd. 20.00

William A. Shaw  
Prothonotary

Ab 11-4-03

# THE HOPKINS LAW FIRM

900 Beaver Drive • DuBois, PA 15801

**David J. Hopkins**

Licensed in PA & NJ  
Masters in Taxation

• Voice: (814) 375 - 0300

• Fax: (814) 375 - 5035

• Email: hopkinslaw@adelphia.net

**Lea Ann Heltzel**

Licensed in PA

October 24, 2003

David Meholick, Court Administrator  
Clearfield County Courthouse  
230 E. Market Street  
Clearfield, PA 16830

Re: Vernon Demich and Ruth Demich v. James T. Domino  
Case No. 2003-405 C.D.

Dear Mr. Meholick:

Enclosed herewith please find Pre-Trial Memorandum for the above captioned matter. By copy of this letter, I am forwarding the Pre-Trial Memorandum to opposing counsel and the Board of Arbitrators.

Should you have any questions, please feel free to contact me.

Very truly yours,

  
David J. Hopkins  
Attorney at Law

DJH/bjt

Enclosure

cc: Stephen A. Tetuan, Esquire  
Michael S. Marshall, Esquire  
Blaise Ferraraccio, Esquire  
Barbara J. Hugney-Shope, Esquire

**RECEIVED**

OCT 27 2003

COURT ADMINISTRATOR'S  
OFFICE

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

VERNON DEMICH and RUTH DEMICH,  
Plaintiffs

vs.

No. 2003-405 C.D.

JAMES T. DOMINO,  
Defendant

Type of Pleading: Pre-Trial  
Memorandum

Filed on behalf of: Vernon Demich  
and Ruth Demich, Plaintiffs

Counsel of Record for this party:  
THE HOPKINS LAW FIRM

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

LEA ANN HELTZEL, ESQUIRE  
Attorney at Law  
Supreme Court No. 83998

900 Beaver Drive  
DuBois, Pennsylvania 15801

(814) 375-0300

**RECEIVED**

**OCT 27 2003**

**COURT ADMINISTRATOR'S  
OFFICE**

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

VERNON DEMICH and RUTH DEMICH, :  
Plaintiffs :  
vs. : No. 2003-405 C.D.  
JAMES T. DOMINO, :  
Defendant :  
:

**PRE-TRIAL MEMORANDUM**

AND NOW, comes Plaintiffs, Vernon Demich and Ruth Demich, by and through their attorneys, The Hopkins Law Firm, and files the within Pre-Trial Memorandum and in support thereof says as follows:

**BRIEF STATEMENT OF THE CASE**

This case is a landlord suing a tenant for breach of contract. Plaintiffs are the owners of real property and a home located at Section 15, Lot 392, Treasure Lake, Sandy Township, Clearfield County, Pennsylvania.

On July 1, 2002, Plaintiffs and Defendant entered into a Lease Agreement in which Defendant agreed to lease the home from Plaintiffs for a term of one (1) year. Rent was \$7,200.00 payable in twelve (12) consecutively payments of \$600.00.

Defendant paid rent through December, 2002 and then vacated the residence failing to pay rent for the period January 1, 2003 through June 30, 2003, that being \$3,600.00. Defendant failed to pay electricity, (\$435.64) and water and sewage (\$66.18). The contract further provides late fees of \$50.00 per month totaling \$300.00. Defendant caused damages of \$177.50 and left trash on the property that cost \$30.00 to pick-up and remove.

Plaintiffs have attempted to mitigate his damages and lease the property but was unable to obtain a tenant. As a result of Defendant's breach of contract, Plaintiffs suffered damages in the amount of \$4,609.32. Plaintiffs also incurred District Magistrate fees of \$116.50 for a total amount due and owing of \$4,725.82.

**CITATION TO APPLICABLE CASES OR STATUTES**

N/A

**LIST OF WITNESSES**

1. Vernon L. Demich;
2. Ruth Demich;
3. James Domino;
4. Walter Muscovitch;
5. Judy Muscovitch;
6. T. J. Domino.

**EXHIBITS**

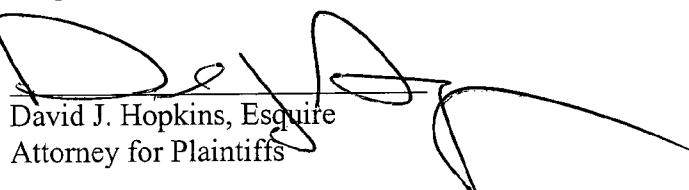
1. Deed – Volume 1153, page 017;
2. Bills – \$709.32.

**STATEMENT OF DAMAGES AND COPIES OF THOSE BILLS WHICH THE  
PARTY INTENDS TO OFFER.**

1.	Rent due	\$3,600.00
2.	Late fees	\$ 300.00
3.	Bills	\$ 709.32
4.	District Magistrate	\$ 116.50

Total	<hr/>	\$4,725.82
-------	-------	------------

Respectfully submitted,



David J. Hopkins, Esquire  
Attorney for Plaintiffs

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

VERNON DEMICH and RUTH DEMICH, :  
Plaintiffs :  
vs. : No. 2003-405 C.D.  
JAMES DOMINO, :  
Defendant :  
.

**CERTIFICATE OF SERVICE**

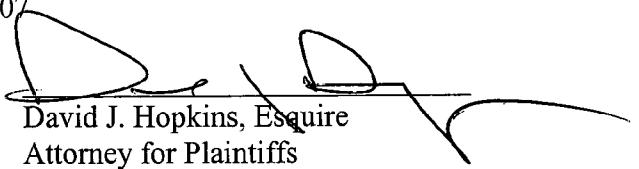
I, the undersigned, hereby certify that a true and correct copy of Pre-Trial Memorandum, filed on behalf of Vernon Demich and Ruth Demich, was forwarded by first class mail, postage prepaid, on the 24th day of October, 2003, to all counsel of record, addressed as follows:

Michael S. Marshall, Esquire  
237 Northwood Avenue  
DuBois, PA 15801

Blaise Ferraraccio, Esquire  
Ferraraccio & Noble  
301 East Pine Street  
Clearfield, PA 16830

Barbara J. Hugney-Shope, Esquire  
23 North Second Street  
Clearfield, PA 16830

Stephen A. Tetuan, Esquire  
Lay Law Building  
558 West Sixth Street  
Erie, PA 16507

  
David J. Hopkins, Esquire  
Attorney for Plaintiffs

# This Deed,

MADE THE 21<sup>st</sup> day of April in the year  
of our Lord one thousand nine hundred eighty seven (1987)

BETWEEN VERNON L. DEMICH and ALDA R. DEMICH, his wife, as tenants by the entireties,  
with their son, VERNON M. DEMICH, as joint tenants with the right of survivorship with  
him,

and VERNON L. DEMICH and ALDA R. DEMICH, his wife, of the Township of South Bend  
County of Armstrong, and Commonwealth of Pennsylvania

WITNESSETH, that in consideration of ONE and 00/100

Grantors :

(\$1.00)-----Dollars,  
in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant  
and convey to the said grantees, ALL that certain tract of land designated as Lot No. 392,  
Section No. 15 "Bimini" in the Treasure Lake Subdivision in Sandy Township, Clearfield  
County, Pennsylvania, recorded in the Clearfield County Records under Misc. Docket Map  
File No. 25. Excepting and reserving therefrom and subject to:

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

BEING, the same premises, title to which became vested in Vernon L. Demich and  
Alda R. Demich, his wife, and Vernon M. Demich, their son, as joint tenants, by deed of  
James A. Griffith, Trustee for Richard A. VanAuken and Susan D. VanAuken, dated March  
27, 1985, and recorded in the Clearfield County Recorder of Deeds Office in Deed Book  
Volume 1004, Page 428.

THIS CONVEYANCE is exempt from any State or local realty transfer tax since it is between  
parents and son.

*Reed*  
**Deed**

VERNON L. DEMICH and ALDA R.  
DEMICH, his wife, and VERNON M.  
DEMICH, their son,

Grantors,

TO

VERNON L. DEMICH and ALDA R.  
DEMICH, his wife,  
Grantees,

(Name to:

GENERAL

**WARRANTY**

JOHN A. HANNA, ESQUIRE  
308 Indiana Theatre Bldg.  
Indiana, PA 15701  
(412) 349-8910  
Atty. I.D. # 32524

*Clearfield County  
Entered of Record 4-22-87  
Time 1:45 P.M.  
By Robert L. Lytle  
Fees 3.00  
Michael R. Lytle, Recorder*

COMMONWEALTH OF PENNSYLVANIA

County of

**CLEARFIELD**

} ss.

RECORDED on this 22 day of April

A. D. 1987, in the Recorder's office of the said County, in Deed Book

Vol. 1153, Page 017

Given under my hand and the seal of the said office, the date above written

My Commission Expires  
First Monday in January, 1988

*Michael R. Lytle*

Recorder

Entered of Record 4-7-1987 1:45 P.M. Michael R. Lytle Recorder

## RESIDENTIAL LEASE

LR

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

## PA LICENSED BROKER

BROKER FOR LANDLORD RE/MAX REALTY ADVISORS

PH 814-375-4588

ADDRESS 21 E PARK AVE PO BOX B DUBOIS, PA 15801

FAX 814-375-8607

BROKER FOR TENANT SAME

PH n/a

ADDRESS n/a

FAX n/a

1. This LEASE, dated November 28, 2001

is between

Carrie Chains

called "Tenant", and

Vernon Demich

Ruth Demich

called "Landlord."

## 2. PROPERTY

Landlord agrees to rent to Tenant the following Property:

SECTION 15 LOT 392 TREASURE LAKE  
DUBOIS, PA 15801

## 3. STARTING AND ENDING DATES OF LEASE (also called "Term")

A. Starting Date: This Lease starts on 12/01/01, at 12 Noon.  
 B. Ending Date: This Lease ends on 05/31/02, at 12 Noon.

## 4. RENEWAL TERM

This Lease will automatically renew for a term of MONTH TO MONTH at the Ending Date unless:  
 A. Tenant gives Landlord 30 days' written notice before Ending Date or before the end of any Renewal Term,  
 OR

B. Landlord gives Tenant 30 days' written notice before Ending Date or before the end of any Renewal Term.

C. For Month-to-Month Leases Only: Either Landlord or Tenant may end a month-to-month Lease by giving 30 days' written notice on or before the day the next rent is due.

## 5. RENT

A. The total amount of rent due over the term of this Lease is \$ 3,300.00  
 B. The total rent due each month is \$ 550.00  
 C. Rent is due on or before the 1ST day of the month.  
 D. Tenant pays a late charge of \$ 50.00 if rent is more than 5 days late.  
 E. Tenant makes payments to: RE/MAX REALTY ADVISORS  
 Address 21E PARK AVE PO BOX B DUBOIS, PA 15801

## 6. BEFORE MOVING IN, TENANT PAYS

A. Part of a month's rent if Tenant takes possession before first regular due date  
 B. First month's rent  
 C. Other: n/a  
 D. Security Deposit, on deposit at: RE/MAX REALTY ADVISORS

	Paid	Due
	\$ <u>n/a</u>	\$ <u>n/a</u>
	\$ <u>550.00</u>	\$ <u>-0-</u>
	\$ <u>n/a</u>	\$ <u>n/a</u>
	\$ <u>550.00</u>	\$ <u>-0-</u>
Total rent and security deposit received to date	\$ <u>1,100.00</u>	

Total amount due before Tenant moves in

\$ n/a

7. USE OF PROPERTY

A. Tenant will use Property as a residence or n/a  
B. Not more than n/a people will live on property.

8. UTILITIES AND SERVICES

A. Landlord will pay for

Cold water  Hot water  
 Gas  Heat  
 Electricity  Snow removal  
 Heater maintenance contract  Sewage costs and maintenance

Trash removal  
 Lawn and shrubbery care  
 Water costs over yearly charge  
 Other n/a

B. Tenant will pay for

Cold water  Hot water  
 Gas  Heat  
 Electricity  Snow removal  
 Heater maintenance contract  Sewage costs and maintenance

Trash removal  
 Lawn and shrubbery care  
 Water costs over yearly charge  
 Other TELEPHONE & CABLE

9. SPECIAL CLAUSES The Office of the Attorney General has not pre-approved any special conditions or additional terms added by Landlord or Tenant. Any special clauses must comply with the Pennsylvania Plain Language Consumer Contract Act.

REALTOR ABLE TO SHOW PROPERTY FOR-SALE STARTING APRIL 1, 2002

10. CONDITION OF PROPERTY

Tenant understands that Landlord will make no repairs, additions, or changes to the property except as follows:  
n/a

11. IF PROPERTY WAS BUILT BEFORE 1978

Lead Hazards Disclosure Requirements

The Residential Lead-Based Paint Hazard Reduction Act says that any Landlord of property built before 1978 must give the tenant an EPA pamphlet titled *Protect Your Family From Lead in Your Home*. The Landlord also must tell Tenant and Broker for Landlord what the Landlord knows about lead-based paint and lead-based paint hazards that are in or on the property being rented. Landlord must tell the Tenant how the Landlord knows that lead-based paint and lead-based paint hazards are on the property, where the lead-based paint and lead-based paint hazards are, and the condition of the painted surfaces. Any Landlord of a pre-1978 structure must also give the Tenant any records and reports that the Landlord has or can get about lead-based paint or lead-based paint hazards in or around the property being rented, the common areas, or other dwellings in multi-family housing. The Act does not apply to housing built in 1978 or later.

Lead Warning Statement Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

A. Landlord initial one:

OR Landlord does not know of any lead-based paint or lead-based paint hazards (dangers) on the Property;

Landlord knows that there is lead-based paint, or that there are lead-based paint hazards on the Property. Landlord must explain what Landlord knows about the lead-based paint and hazards, including how Landlord learned that it is there, where it is, and the condition of painted walls, trim and other surfaces. Landlord must give Tenant any other information Landlord has about the lead-based paint and lead-based paint hazards.  
n/a

B. Landlord initial one:

Landlord has no reports or records about lead-based paint or lead-based paint hazards at the Property;  
OR

Landlord has given Tenant all available records and reports about lead-based paint or lead-based paint hazards at the Property. List records and reports: n/a

C. Tenant initial all that are true:

Tenant received the pamphlet *Protect Your Family From Lead in Your Home*.  
Tenant read the information Landlord gave in paragraph 11 (A) and (B) above.

Tenant received all records and reports that Landlord listed in paragraph 11 (B) above.

D. Landlord and Tenant certify, by signing this Lease, that the information given is true to the best of their knowledge.

## 12. RULES AND REGULATIONS

A. Rules for use of the Property are attached.  Yes  No

B. Tenant promises to obey the Rules.

C. Landlord cannot change the Rules unless the change benefits the Tenant or improves the health, safety, or welfare of others.

## 13. TENANT'S CARE OF PROPERTY

Tenant, Tenant's family and guests agree to obey all laws and Rules that apply to Tenant.

A. Tenant will:

- (1) Keep the Property clean and safe.
- (2) Get rid of all trash, garbage and any other waste materials as required by Landlord and the law.
- (3) Use care when using any of the electrical, plumbing, ventilation or other facilities or appliances on the Property, including any elevators.
- (4) Tell Landlord immediately of any repairs needed. Landlord does not have to repair any damage caused by Tenant's willful, careless, or unreasonable behavior.

B. Tenant will not:

- (1) Keep any flammable materials on the Property.
- (2) Willfully destroy or deface any part of the Property.
- (3) Disturb the peace and quiet of other tenants.
- (4) Make changes to the property, such as painting or remodeling, without the written permission of Landlord.

C. Tenant understands that any changes or improvements will belong to the Landlord.

Repairs by Tenant: Tenant will pay to repair any item in or on the Property that costs less than \$ n/a. Tenant also will pay to repair any damage to the Property or to any item in or on the Property that Tenant or Tenant's guests cause through a lack of care.

## 14. LANDLORD WILL MAINTAIN PROPERTY

A. Landlord will keep the Property and common areas in reasonable condition and as required by law.

B. Landlord will keep all the structural parts of the Property in good working order, including:

Ceilings	Roof	Floors	Walls
Steps	Porches	Windows	Doors

C. Landlord will keep all systems, services, facilities, or appliances supplied by Landlord in safe and good working order, including:

Air conditioning	Sanitary	Electrical	Ventilation
Security	Heating	Water heating	Plumbing
Drainage			

D. Landlord will keep Property reasonably free of pests, rodents and insects. This does not apply if Property is a single-family dwelling.

E. Landlord will supply utilities and services as listed in paragraph 8 (Utilities and Services) of this Lease, unless the service is interrupted by circumstances beyond the Landlord's control.

F. Landlord cannot increase rents, decrease services, or threaten to go to court to evict Tenant because Tenant

- (1) complains to a government agency or to Landlord about a building or housing code violation.
- (2) organizes or joins a Tenant's organization.
- (3) uses Tenant's legal rights in a lawful manner.

## 15. LANDLORD'S RIGHT TO ENTER

A. Tenant agrees to let Landlord or Landlord's representatives enter the Property at reasonable hours to inspect, repair, or show the Property to prospective buyers.

B. Landlord will give Tenant 24 hours' notice of date, time, and reason for the visit. In cases of emergency, Landlord may enter Property without notice. If Tenant is not there, Landlord will tell Tenant who was there and why within 24 hours of the visit.

## 16. SECURITY DEPOSIT

A. Landlord cannot make Tenant pay a security deposit of more than two-month's rent the first year, and one-month's rent after the first year. After five years, the security deposit cannot be raised, even if the rent is raised.

B. If the security deposit is more than \$100, Landlord must keep it in a special bank account (escrow account) and give

- C. Tenant the name and address of the bank.
- C. After the second year (if Tenant continues to live on Property), Landlord must keep the security deposit in an escrow account that earns interest. Landlord may keep 1 percent of the security deposit each year as an administrative fee. Landlord must pay Tenant the balance of the interest once a year.
- D. Landlord can use the security deposit to pay for unpaid rent and damages (beyond normal wear and tear) that are Tenant's responsibility.
- E. When Tenant moves from the Property, Tenant will return all keys and give Landlord written notice of Tenant's mailing address where Landlord can return the security deposit.
- F. Landlord will prepare a list of charges for damages and unpaid rents. Landlord may deduct these charges from the security deposit. Landlord must return security deposit and interest (minus any charges to Tenant) within 30 days.

## 17. POSSESSION

- A. Tenant may move in (take possession of the Property) on the Starting Date of this Lease.
- B. If Tenant cannot move in because previous tenant is still there or because of property damage, Tenant can
  - (1) change the starting date of the Lease to the day when Property is available. Tenant will not owe rent until Property is available; OR
  - (2) end the Lease and have all money already paid as rent or security deposit returned.

## 18. RENT INCREASES

- A. If the Lease is for a term of more than one year, Tenant agrees to pay Tenant's share of any increase in real estate taxes and water and sewer charges.
- B. If Tenant's actions cause an increase in property insurance, Tenant will pay the amount of the increase.

## 19. NO PETS

Tenant will not keep any pets on any part of the Property without Landlord's written permission.

## 20. SMOKE DETECTORS

- A. Tenant will maintain and test (monthly) any smoke detectors on the Property.
- B. Tenant will notify Landlord or Broker for Landlord of any broken smoke detector(s).
- C. Tenant will pay for any damage to Property if Tenant fails to maintain smoke detectors.

## 21. FIRE OR OTHER DAMAGE

- A. If the Property is accidentally damaged (fire, flood, etc.):
  - (1) Tenant may continue to live on the livable part of the Property and pay a reduced rent as agreed to by Tenant and Landlord until the damages are repaired; if the law does not allow Tenant to live on the Property, then this Lease is ended; OR
  - (2) If it is not possible for Tenant to live on the Property, Tenant must notify Landlord immediately that Lease is ended and move out within 24 hours.
- B. If Lease is ended, Landlord will return any unused security deposit or advanced rent to Tenant.
- C. If Tenant, Tenant's family or guests cause damage by fire or by other means, this Lease will remain in effect and Tenant will continue to pay rent, even if Tenant cannot occupy the Property.

## 22. AFTER NOTICE TO END LEASE

- A. After Tenant or Landlord has given written notice to end this Lease, Landlord may show Property to possible tenants. Landlord will not show Property unless Tenant is there or has a reasonable chance to be there. Tenant does not have to allow possible tenants to enter unless they are with the Landlord or Landlord's representative, or unless they have written permission from the Landlord.
- B. Landlord may put up For Sale or For Rent signs on or near Property.
- C. Tenant agrees to move out peacefully when Lease is ended.

## 23. IF TENANT BREAKS LEASE:

- A. Tenant breaks this Lease if:
  - (1) Tenant does not pay rent or other charges.
  - (2) Tenant leaves Property permanently before the end of this Lease.
  - (3) Tenant does not move out when supposed to.
  - (4) Tenant fails to do anything Tenant agreed to in this Lease.
- B. Non-Payment of Rent: If Tenant breaks Lease by not paying rent or other charges, Landlord cannot evict Tenant (force Tenant to move out) from the Property without a written notice. Tenant agrees that a written notice of FIVE DAYS is sufficient. This means that if Tenant has not moved from the Property before the sixth day after Landlord has given

Tenant written notice, Landlord can file a lawsuit to evict Tenant.

**TENANT IS WAIVING OR GIVING UP TENANT'S RIGHT TO A LONGER NOTICE TO MOVE OUT.**

C. **Other Lease Violations:** If Tenant breaks any other term of this Lease, Landlord must give Tenant written notice describing the violation and giving Tenant FIVE DAYS to correct the problem. If Tenant does not correct the problem, Landlord can then give Tenant FIVE DAYS' written notice to move from the Property. If Tenant does not move out, Landlord can file a lawsuit to evict Tenant on the sixth day.

**TENANT IS WAIVING OR GIVING UP TENANT'S RIGHT TO LONGER NOTICES TO CORRECT PROBLEMS AND TO MOVE OUT.**

D. If Tenant breaks Lease for any reason, Landlord may:

- (1) Get back possession of the Property by going to court to evict Tenant. If Landlord hires a lawyer to start eviction, Tenant agrees to pay the lawyer's fees and Landlord's reasonable costs.
- (2) File a lawsuit against Tenant for rents and charges not paid and for rents and charges for the rest of the Lease term. If Landlord wins (gets a money judgment against Tenant), Landlord can use the court process to take Tenant's personal goods, furniture, motor vehicles, and money in banks.
- (3) Keep Tenant's Security Deposit.

**24. SALE OF PROPERTY**

A. If Property is sold, on the date of settlement, Landlord will give Tenant in writing:

- (1) The name, address, and phone number of the new landlord.
- (2) Where rent is to be paid.

- (3) Notice that the security deposit has been given to the new landlord, who will be responsible for it.

B. Tenant agrees that Landlord may transfer Tenant's money and advanced rent to the new landlord.

C. Tenant understands that Landlord will have no duties regarding this Lease after the Property has been sold.

D. Landlord agrees to require any new landlord, as a condition of sale, to take on Landlord's duties under this Lease and to honor them.

**25. IF GOVERNMENT TAKES PROPERTY**

A. The government or other public authority can take private property for public use. The taking is called *condemnation*.

B. If any part of the Property is taken by the government, Landlord will reduce Tenant's rent proportionately. If all the Property is taken or is no longer usable, this Lease will end and Tenant will move out. Landlord will return to Tenant any unused security deposit or advanced rent.

C. No money paid to Landlord for the condemnation of the Property will belong to Tenant.

**26. SUBLEASING AND TRANSFER**

A. Landlord may transfer this Lease to another landlord. Tenant agrees that this Lease remains the same with the new landlord.

B. Tenant may not transfer this Lease or *sublease* (rent to another person) this Property without Landlord's written permission. Landlord will be reasonable about giving written permission.

**27. TENANT HAS FEWER RIGHTS THAN MORTGAGE LENDER**

Landlord may have a mortgage on the Property. If so, Landlord agrees to make the mortgage payments. The rights of the mortgage lender come before the rights of the Tenant. (Example: If Landlord fails to make mortgage payments, the mortgage lender could take the Property and end this Lease.)

**TENANT MAY BE WAIVING OR GIVING UP TENANT'S RIGHTS. TENANT UNDERSTANDS THAT IF THERE IS A FORECLOSURE, THE NEW OWNER WILL HAVE THE RIGHT TO END THIS LEASE.**

**28. MEDIATION**

A. *Mediation* is a way of resolving problems. A *mediator* helps the disputing parties reach an agreeable solution without having to involve the courts.

B. Landlord and Tenant may agree to take any disputes arising from this Lease to a mediation program offered by the local association of REALTORS® or to another mediator. Landlord and Tenant can agree to mediation as part of this Lease (by signing a mediation form to attach to this Lease), or they can sign an agreement to mediate after a dispute arises.

**29. INSURANCE AND RELEASE**

A. Tenant understands that

1. LANDLORD'S INSURANCE DOES NOT COVER TENANT, TENANT'S PROPERTY, OR GUESTS.
2. TENANT SHOULD HAVE FIRE & LIABILITY INSURANCE TO PROTECT TENANT, TENANT'S

PROPERTY AND GUESTS WHO ARE INJURED WHILE ON THE PROPERTY.

B. Landlord is not legally responsible for any injury or damage that occurs on the Property and Tenant agrees to pay any loss or claim, including attorney's fees, that results from the damage or injury.

C. Landlord is responsible for any injury or damage that results from Landlord's carelessness.

D. Tenant is responsible for any loss to Landlord that Tenant, Tenant's family or guests cause.

**30. CAPTIONS**

The headings in this Lease are meant only to make it easier to find the paragraphs.

**31. CONSUMER NOTICE**

Tenant and Landlord have received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.

**32. ENTIRE AGREEMENT**

This Lease is the entire agreement between Tenant and Landlord. No spoken or written agreements made before are a part of this Lease unless they are included in this Lease.

**NOTICE BEFORE SIGNING: THIS LEASE IS A LEGAL CONTRACT. IF TENANT HAS LEGAL QUESTIONS, TENANT IS ADVISED TO CONSULT AN ATTORNEY.**

WITNESS

TENANT

Carrie Chains  
Home #: 372-4631

DATE

11-28-01

Email n/a

WITNESS

LANDLORD

Vernon Demich  
Rd 1 Box 199B, Shelocta, PA 15774

DATE

11/28/01

WITNESS

LANDLORD

Ruth Demich  
Rd 1 Box 199B, Shelocta, PA 15774

DATE

11/28/01

Email n/a

**Brokers'/ Licensees' Certifications**

Brokers and Licensees involved in the transaction certify, by signing here that:

(1) The information given is true to the best of their knowledge.

(2) They have told Landlord of Landlord's responsibilities under the Residential Lead-Based Paint Hazard Reduction Act (42 U.S.C. §4852d), described in the Lead Hazard Disclosure Requirements above. Brokers and Licensees must make sure that Landlord gives Tenant the information required by the Act.

**BROKER FOR TENANT (Company Name)**

ACCEPTED BY

**BROKER FOR LANDLORD (Company Name)**

ACCEPTED BY

DATE

DATE

**LANDLORD TRANSFERS LEASE TO A NEW LANDLORD**

As part of payment received by Owners (Landlord) n/a

Residential Lease, LR 11/99

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Route 183 & Van Reed Road  
PO Box 15152  
Reading, PA 19612-5152  
1-800-545-7741

VERNON L DEMICH  
RR1 BOX 199B  
SHELOCTA PA 15774

June 17, 2003

Dear VERNON L DEMICH:

Concerning your recent inquiry, we are enclosing copies of your bills from 6/12/2002 to 10/24/2002. As you are a valued customer, don't hesitate to contact our office with any additional questions.

Sincerely,

Penelec  
A FirstEnergy Company

Enclosure

Account Number: 100049193871

JACKSON, MI 49204-3500  
ADDRESS SERVICE REQUESTED  
DO NOT FORWARD  
100049193871-25-15487926

**NCO FINANCIAL SYSTEMS INC**  
209 East Washington, Ste. 320  
Jackson, MI 49201

Personal & Confidential



VERNON L DEMICH  
RR1 BOX 199B  
SHELOCTA, PA, 15774

1-800-351-9606  
OFFICE HOURS:  
8AM-9PM MON THRU THURSDAY  
8AM-5PM FRIDAY  
8AM-12PM SATURDAY  
December 31, 2002

RE: GPU ENERGY - 100049193871  
15487926

**TOTAL DUE: \$ 435.64**

Dear **VERNON L DEMICH**,

This letter has been sent to you by a collection agency.

The above referenced account has been placed with this office for collection. Please advise this office with your intentions.

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of the debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

This is an attempt to collect a debt. Any information obtained will be used for that purpose. This is a communication from a debt collector.

**PLEASE RETURN THIS PORTION WITH YOUR PAYMENT (MAKE SURE ADDRESS SHOWS THROUGH WINDOW)**

Account #	Due Date	Total Balance
100049193871		\$ 435.64
<b>VERNON L DEMICH</b>		
<b>Payment Amount</b>		↓

\$ 

**Make Payment To:**

**GPU ENERGY**  
**CREDIT REPORTING DEPT**  
**PO BOX 188**  
**ALLENHURST NJ 07711**

Check here if your address has changed and print  
your new address in the space provided below.



NAME \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_

STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

SUBSCRIPTION NUMBER \_\_\_\_\_

NCO 25

1027



November 02, 2002

Invoice Number: 95060234615

Account Number: 10 00 50 9570 0 2

Page 1 of 4

P62

Bill for: JAMES T DOMINO  
TREASURE LK DEV  
392 BASSE TERRE RD  
DU BOIS PA 15801

Billing Period: Oct 25 to Nov 01, 2002 for 8 days  
Next Reading Date: On or about Dec 03, 2002  
Bill Based On: Actual Meter Reading  
Prorated Bill

## Residential Time Of Day

Account Summary		Amount Due
Balance at billing on November 02, 2002		0.00
Current Basic Charges		
Penelec - Consumption		\$33.88
<b>Total Due by Nov 22, 2002. Please pay this amount</b>		<b>\$33.88</b>

To avoid a 1.5% Late Payment Charge being added to your bill, please pay by the due date.

General Information			
	Bill issued by: Penelec PO Box 15152 Reading PA 19612-5152		Customer Service 1-800-545-7741 Emergency/Power Outage 1-800-545-7738 Collections 1-800-962-4848

For more information, see other pages for additional information and telephone numbers.



Return this part with a check or money order Payable to Penelec

Amount	Paid	
--------	------	--

Please Pay	\$33.88
Due By	November 22, 2002

JAMES T DOMINO  
1302 TIMBER RIDGE DR  
ERIE PA 16509

PENELEC  
PO BOX 3687  
AKRON OH 44309-3687

H

1100050957032000000000000000000000000033880000033881



October 03, 2002

Invoice Number: 95630181098

Account Number 10 00 49 1938 7 1

Page 1 of 4

P62

**Bill for: VERNON L DEMICH  
TREASURE LK DEV  
392 BASSE TERRE RD  
DU BOIS PA 15801**

**Billing Period:** Sep 04 to Oct 02, 2002 for 29 days  
**Next Reading Date:** On or about Nov 04, 2002  
**Bill Based On:** Actual Meter Reading

### Residential Time Of Day

Account Summary		Amount Due
Your previous bill was		
Total payments/adjustments	260.04	
<b>Balance at billing on October 03, 2002</b>	<b>0.00</b>	
	<b>260.04</b>	<b>260.04</b>
<b>Current Basic Charges</b>		
Penelec - Consumption		
<b>Total Due by Oct 23, 2002. Please pay this amount.</b>	<b>149.95</b>	<b>\$409.99</b>

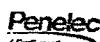
To avoid a 1.5% Late Payment Charge being added to your bill, please pay by the due date.

When this bill was prepared, your account had an unpaid balance. If you have already paid, Thank You. If not, that balance is due now, not the due date shown on this bill. If you have any questions, call 1-800-962-4848.

## General Information



**Bill Issued by:**  
Penelec  
PO Box 15152  
Reading, PA 19612-5152



**Customer Service  
Emergency/Power Outage  
Collections**

1-800-545-7741  
1-800-545-7738  
1-800-962-1818

<sup>4</sup>See other pages of this Manual for a discussion of the various types of administrative law.



Return this part with a check or money order. Payable to Panacea.

<b>Amount Paid</b>	
--------------------	--

$$10/2 \rightarrow 10/25^{\circ 2}$$

<b>Please Pay</b>	<b>\$409.99</b>
<b>Due By</b>	<b>October 23, 2002</b>

$$+ 26.65 = 435.69$$

VERNON L DEMICH  
RR1 BOX 199B  
SHELOCTA PA 15774

PENELEC  
PO BOX 3687  
AKRON OH 44309-3687

1



September 04, 2002

Invoice Number: 95640157190

Account Number 10 00 49 1938 7-1

Page 1 of 4

P62

Bill for: VERNON L DEMICH  
TREASURE LK DEV  
392 BASSE TERRE RD  
DU BOIS PA 15801

**Billing Period:** Aug 03 to Sep 03, 2002 for 32 days  
**Next Reading Date:** On or about Oct 02, 2002  
**Bill Based On:** Actual Meter Reading

### Residential Time Of Day

Account Summary		Amount Due
Your previous bill was		
Total payments/adjustments	8d 7/27/02	143.72
Balance at billing on September 04, 2002		-28.67
		115.05
Current Basic Charges		115.05
Penelc - Consumption		
Total Due by Sep 24, 2002 - Please pay this amount		144.99
		\$260.04

To avoid a 1.5% Late Payment Charge being added to your bill, please pay by the due date.

When this bill was prepared, your account had an unpaid balance. If you have already paid, Thank You. If not, that balance is due now, not the due date shown on this bill. If you have any questions, call 1-800-962-4848.

## General Information



**Bill Issued by:**  
Penelec  
PO Box 15152  
Reading PA 19612-5152



**Customer Service** 1-800-545-7741  
**Emergency/Power Outage** 1-800-545-7738  
**Collections** 1-800-962-4848

See other pages for additional information and resources.



Return this part with a check or money order payable to Peoples

<b>Amount Paid</b>	
--------------------	--

<b>Please Pay</b>	<b>\$260.04</b>
<b>Due By</b>	<b>September 24, 2002</b>

VERNON L DEMICH  
RR1 BOX 199B  
SHELOCTA PA 15774

PENELEC  
PO BOX 3687  
AKRON OH 44309-3687

1



August 03, 2002

Invoice Number: 95740130589

Account Number: 10 00 49 1978 71

Page 1 of 4

P62

Bill for: VERNON L DEMICH  
TREASURE LK DEV  
392 BASSE TERRE RD  
DU BOIS PA 15801

**Billing Period:** Jul 03 to Aug 02, 2002 for 31 days  
**Next Reading Date:** On or about Sep 04, 2002  
**Bill Based On:** Actual Meter Reading  
Prorated Bill

Residential Time Of Day	
Account Summary	
	Amount Due
Your previous bill was	28.67
Total payments/adjustments	0.00
Balance at billing on August 03, 2002	<u>28.67</u>
Current Basic Charges	28.67
Penelec - Consumption	115.05
<b>Total Due by Aug 23, 2002 - Please pay this amount</b>	<b>\$143.72</b>

To avoid a 1.5% Late Payment Charge being added to your bill, please pay by the due date.

<b>General Information</b>	
	<p><b>Bill Issued by:</b>  <b>Penelec</b>  <b>PO Box 15152</b>  <b>Reading PA 19612-5152</b></p>
	<p><b>Penelec</b>  <small>A Peoples Company</small></p>
	<p><b>Customer Service</b>      <b>1-800-545-7741</b>  <b>Emergency/Power Outage</b>      <b>1-800-545-7738</b>  <b>Collections</b>      <b>1-800-962-4848</b></p>

See other pages for additional information and telephone numbers.



Return this part with a check or money order. Payable to Peoples.

<b>Amount Paid</b>	
--------------------	--

<b>Please Pay</b>	<b>\$143.72</b>
<b>Due By</b>	<b>August 23, 2002</b>

VERNON L DEMICH  
RR1 BOX 199B  
SHELOCTA PA 15774

PENELEC  
PO BOX 3687  
AKRON OH 44309-3687

4



July 02, 2002

Invoice Number: 95600111321

Account Number 1000491938712

Page 1 of 4

P62

**Bill for:** VERNON L DEMICH  
TREASURE LK DEV  
392 BASSE TERRE RD  
DU BOIS PA 15801

**Billing Period:** Jun 12 to Jul 02, 2002 for 21 days  
**Next Reading Date:** On or about Aug 02, 2002  
**Bill Based On:** Actual Meter Reading  
Prorated Bill

Residential Time Of Day	
Account Summary	
<b>Balance at billing on July 02, 2002</b>	<b>Amount Due</b>
<b>Current Basic Charges</b>	<b>0.00</b>
Penelec - Consumption	28.67
<b>Total Due by Jul 22, 2002 - Please pay this amount</b>	<b>\$28.67</b>

To avoid a 1.5% Late Payment Charge being added to your bill, please pay by the due date.

Pd 7/27/02

 <b>Bill Issued by:</b> <b>Penelec</b> <b>PO Box 15152</b> <b>Reading PA 19612-5152</b>		<b>General Information</b>		
		 <b>Penelec</b> <small>A FirstEnergy Company</small>	<b>Customer Service</b> <b>Emergency/Power Outage</b> <b>Collections</b>	<b>1-800-545-7741</b> <b>1-800-545-7738</b> <b>1-800-962-4848</b>

See other pages for additional information and telephone numbers.



Return this part with a check or money order payable to Penalec

<b>Amount Paid</b>	
--------------------	--

<b>Please Pay</b>	<b>\$28.67</b>
<b>Due By</b>	<b>July 22, 2002</b>

VERNON L DEMICH  
RR1 BOX 199B  
SHELOCTA PA 15774

PENELEC  
PO BOX 3687  
AKRON OH 44309-3687

1

DATE 1/3/83

TO P. E. M. A. X. Realty Advisors  
Former  
Vernon Demich, P. h. Assoc.

DETACH AND RETURN UPPER PORTION WITH YOUR REMITTANCE \$

1	the Repainting section of Panel	25.00
	that was received	
1	the Cleaning up Basement	25.00
2	the Labor will be needed to	50.00
	repaired holes that were	
	Put in House and Basement	
	to put table from kitchen	
	on Roof	
1	4 X 8 Panel of Paneling	27.50
	needed pieces of hole	
	Painted throughout it	
2	New Table to match	50.00
	Paneling Total	177.50

Walt Musconeech, 6-11-02

Hauling from home and  
T. Lake

30<sup>00</sup>

Thank you  
Jim Anderson

Total Environmental Solutions, Inc.  
487 Treasure Lake, DuBois, PA 15801  
Phone: 814-375-1777 Fax: 814-371-0880  
Toll Free: 1-866-344-8374



[www.totalevironmentalsolutions.com](http://www.totalevironmentalsolutions.com)

Masterx Division-DuBois Office

DUE DATE: 10/15/02    \*\*FINAL BILL\*\*

ACCOUNT NO: 4596-F05

TOTAL DUE ON OR BEFORE DUE DATE: \$ 139.60 SECTION/LOT NO: 015/392

CURRENT WATER CHARGES

25.90

PERIOD: 09/08/02 TO 09/23/02

CURRENT SEWER CHARGES

40.28

PREVIOUS ACCOUNT BALANCES

72.75

BILLING DATE: 09/25/2002

LATE PAYMENT/INTEREST CHARGES

0.67

LAST PAYMENT POSTED 28.52 08/05/2002

CURRENT READING: 299 ACTUAL  
PREVIOUS READING: 292

VERNON L DEMICH  
RD #1  
SHELOCTA PA 15774

GALLONS USED PER 1000: 7

PLEASE REMIT ONE COPY WITH PAYMENT--TRANSFERRED TO RENTER AS OF 09/23/03.

PAID TO  
TESI

SEP 26 2002

CHECK # 235-James T. Domini  
AMOUNT \$ 13.42

Balance Due: \$ 16.18

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

VERNON DEMICH and RUTH DEMICH, :  
Plaintiffs :  
vs. : No. 2003-405 C.D.  
JAMES T. DOMINO, :  
Defendant : Type of Pleading: Preaecipe to Discontinue  
: Filed on behalf of: Vernon Demich and  
: Ruth Demich, Plaintiffs  
: Counsel of Record for this party:  
: DAVID J. HOPKINS, ESQUIRE  
: Attorney at Law  
: Supreme Court I.D. No. 42519  
: 900 Beaver Drive  
: DuBois, Pennsylvania 15801  
: (814) 375-0300

**FILED**

**NOV 14 2003**

William A. Shaw  
Prothonotary/Clerk of Courts

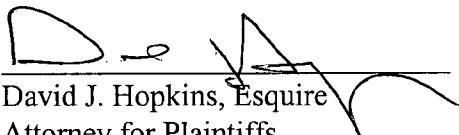
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA  
(CIVIL DIVISION)

VERNON DEMICH and RUTH DEMICH, :  
Plaintiffs :  
:  
vs. : No. 2003-405 C.D.  
:  
JAMES T. DOMINO, :  
Defendant :  
:

**PRAECIPE TO DISCONTINUE**

TO THE PROTHONOTARY:

Kindly mark the above civil action settlement and discontinued.



David J. Hopkins, Esquire  
Attorney for Plaintiffs  
900 Beaver Drive  
DuBois, PA 15801  
(814) 375-0300

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

VERNON DEMICH and RUTH DEMICH,  
Plaintiffs

vs. : No. 2003-405 C.D.

JAMES DOMINO,  
Defendant

**CERTIFICATE OF SERVICE**

I, the undersigned, hereby certify that a true and correct copy of Praecipe to Discontinue, filed on behalf of Vernon Demich and Ruth Demich, was forwarding by first class mail, postage prepaid, on the 14<sup>th</sup> day of November, 2003, to all counsel of record, addressed as follows:

Stephen A. Tetuan, Esquire  
558 West Sixth Street  
Erie, PA 16507

  
David J. Hopkins, Esquire  
Attorney for Plaintiffs

FILED *acc & disc to Atty*  
*Off 45 10/1*  
copy of disc. to CIA  
NOV 14 2003  
*get*

William A. Shaw  
Prothonotary/Clerk of Courts

**COPY**

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

**CIVIL DIVISION**

**Remax Realty Advisors**

**Vernon Demich**

**Ruth Demich**

**Vs.**

**No. 2003-00405-CD**

**James Domino**

**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 November 14, 2003, marked:

Settled and Discontinued

Record costs in the sum of \$85.00 were paid by Stephen Tetuan and \$20.00 were paid by Daivd J. Hopkins, Esq .

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 14th day of November A.D. 2003.

---

William A. Shaw, Prothonotary



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

September 2, 2003

David J. Hopkins, Esquire  
The Hopkins Law Firm  
900 Beaver Drive  
DuBois, PA 15801

Stephen A. Tetuan, Esquire  
Attorney at Law  
558 West 6<sup>th</sup> Street  
Erie, PA 16507

RE: VERNON DEMICH, al

vs.

JAMES T. DOMINO  
No. 03-405-CD

Dear Counsel:

The above case is scheduled for Arbitration Hearing to be held Tuesday, November 4, 2003. The following have been appointed to the Board of Arbitrators:

Thomas F. Morgan, Esquire  
Barbara J. Hugney-Shope, Esquire  
Blaise Ferraraccio, Esquire  
Michael A. Marshall, Esquire  
David R. Thompson, 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

September 12, 2003

David J. Hopkins, Esquire  
The Hopkins Law Firm  
900 Beaver Drive  
DuBois, PA 15801

Stephen A. Tetuan, Esquire  
Attorney at Law  
558 West 6<sup>th</sup> Street  
Erie, PA 16507

RE: VERNON DEMICH, al

vs.

JAMES T. DOMINO  
No. 03-405-CD

Dear Counsel:

The above case is scheduled for Arbitration Hearing to be held Tuesday, November 4, 2003 at 1:30 P.M. The following have been appointed as Arbitrators:

Barbara J. Hugney-Shope, Esquire, Chairperson  
Blaise Ferraraccio, Esquire  
Michael A. Marshall, 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: Barbara J. Hugney-Shope, Esquire  
Blaise Ferraraccio, Esquire  
Michael A. Marshall, Esquire