

03-765-CD

BOB SHOWERS' WINDOWS & SUNROOMS vs RIDGWAY ASSOCIATES, etc.

Date: 11/01/2005

Time: 03:37 PM

Page 1 of 2

Clearfield County Court of Common Pleas

User: LBENDER

ROA Report

Case: 2003-00765-CD

Current Judge: Fredric Joseph Ammerman

Bob Showers Windows && Sunrooms, Inc. vs. Ridgway Associates, Larry Buehler, James Buehler

District Justice Appeal

Date		Judge
05/21/2003	✓ Filing: District Justice Appeals Paid by: Heeter, Terry R. (attorney for Ridgway Associates) Receipt number: 1860387 Dated: 05/21/2003 Amount: \$85.00 (Check)	No Judge
06/02/2003	✓ Proof of Service of Notice of Appeal and Rule to File Complaint. filed by s/Terry R. Heeter, Esquire no cc	No Judge
06/04/2003	✓ Filed copy of DJ Transcript. No cc.	No Judge
06/09/2003	✓ Affidavit of Service, Notice of Service of Notice of Appeal and Rule to File Complaint upon the Plaintiff, BOB SHOWERS WINDOW & SUNROOMS, INC. filed by s/Terry R. Heeter, Esquire no cc	No Judge
06/12/2003	✓ Complaint. s/Robert J. Showers filed. Verification s/Robert J. Showers 3 cc to Plff	No Judge
06/16/2003	✓ Certificate of Service, Complaint upon: JAMES BUEHLER. s/ILLEGIBLE SIGNATURE no cc ✓ Certificate of Service, Complaint upon: LARRY BUEHLER. s/ILLEGIBLE SIGNATURE no cc ✓ Certificate of Service, Complaint upon: RIDGWAY ASSOCIATES. s/ILLEGIBLE SIGNATURE no cc	No Judge
06/24/2003	✓ Certificate of Service, Complaint upon: Ridgway Associates- Attn: James Buehler. filed. no cc ✓ Certificate of Service, Complaint upon: Ridgway Associates. filed. no cc ✓ Certificate of Service, Complaint upon: Larry Buehler. filed. no cc ✓ Certificate of Service, Complaint upon: Ridgway Associates- Attn: James Buehler. filed. no cc	No Judge
07/11/2003	✓ Praeclipe To Enter Appearance on behalf of BOB SHOWERS WINDOWS & SUNROOMS, Plaintiff. filed by s/George S. Test, Esquire no cc	No Judge
09/19/2003	✓ Preliminary Objection to Plaintiff's Objections filed by Atty. for Defendants. No cc. ✓ Brief in Support of Preliminary Objections to Plaintiff's Complaint. No CC.	No Judge
10/13/2003	✓ Praeclipe for Argument filed by Atty. for Defendants. No cc. ✓ Amended Complaint, filed by s/George S. Test, Esquire Affidavit s/Robert J. Showers no cc ✓ Certificate of Service, Amended Complaint upon: TERRY R. HEETER, ESQ. filed by s/George S. Test, Esquire no cc	No Judge
10/01/2004	✓ Filing: Praeclipe/List For Arbitration Paid by: George Test, Jr., Esq. Receipt number: 1887533 Dated: 10/01/2004 Amount: \$20.00 (Check) No cc. Copy to CA	No Judge

Date: 10/05/2005

Clearfield County Court of Common Pleas

User: LBENDER

Time: 09:03 AM

Hearings by Judge

Page 4 of 7

CT COMMON PLEAS,

All Case Types

From 10/10/2005 08:00 AM to 10/14/2005 05:00 PM

Paul E. Cherry

Begin Date and Time End Date and Time

10/10/2005 03:00 PM 10/10/2005 04:00 PM Commonwealth of Pennsylvania vs. Mark E. Jones, et al.

Case: 2001-01059-CD

Motion for Reconsideration

Courtroom:

Plaintiff: Commonwealth of Pennsylvania

Attorneys: Donaghue, Frank T.

Alias: Commonwealth of Penna (1 of 1)

Defendants: Jones, Mark E.

Days to Speedy Trial:

Speedy Trial Date:

Alias: Jones Hearing Instruments, M.E. (1 of 2)

Attorney: DuBois, Jeffrey S.

Jones Hearing Instruments, M.E.

Days to Speedy Trial:

Speedy Trial Date:

Alias: Mark E. Jones (1 of 2)

Attorney: Hopkins, David J.

Attorney: DuBois, Jeffrey S.

Pannette, Joseph G.

Days to Speedy Trial:

Speedy Trial Date:

Alias: J. G. Pannette Marketing Specialists, Inc. (1 of 2)

J. G. Pannette Marketing Specialists, Inc.

Days to Speedy Trial:

Speedy Trial Date:

Alias: J. G. Pannette Marketing Specialists, Inc. (1 of 1)

Marketing Specialists, Inc.

Days to Speedy Trial:

Speedy Trial Date:

Fauls, Robert W.

Days to Speedy Trial:

Speedy Trial Date:

Attorney: Ryan, John R.

Kerstetter, Richard L.

Days to Speedy Trial:

Speedy Trial Date:

Attorney: Ryan, John R.

Pape, Ricky A.

Days to Speedy Trial:

Speedy Trial Date:

Attorney: Ryan, John R.

Other Party: Fisher, D. Michael

10/10/2005 03:00 PM 10/10/2005 04:00 PM Daniel A. Kalgren vs. Patricia A. Armstrong-Kalgren

Case: 2005-00903-CD

Contempt

Courtroom:

Plaintiff: Kalgren, Daniel A.

Attorney: Blakley, Benjamin S. III

Defendant: Armstrong-Kalgren, Patricia A.

Days to Speedy Trial:

Speedy Trial Date:

Date: 11/01/2005

Time: 03:37 PM

Page 2 of 2

Clearfield County Court of Common Pleas

ROA Report

Case: 2003-00765-CD

User: LBENDER

Current Judge: Fredric Joseph Ammerman

Bob Showers Windows && Sunrooms, Inc. vs. Ridgway Associates, Larry Buehler, James Buehler

District Justice Appeal

Date	Judge
11/12/2004	<input checked="" type="checkbox"/> Order, NOW, this 12th day of Nov. 2004, it is the ORDER of the Court that Fredric Joseph Ammerman the above-captioned matter is scheduled for Arbitration on Tuesday, January 25, 2005 at 1:00 p.m. in the Conference Room 2nd Floor, Clfd. Co. Courthouse. The following have been appointed as Arbitrators: Richard H. Milgrub, Esquire, Chairman Girard Kasubick, Esquire Mark A. Falvo, Esquire You must submit your Pre-Trial Statement 7 days prior to the scheduled Arbitration. BY THE COURT: /s/ Fredric J. Ammerman, President Judge. 5CC to Marcy
11/19/2004	<input checked="" type="checkbox"/> Order, NOW, this 19th day of Nov., 2004, it is the Order of the Court that Andrew J. Lovette, Esquire is hereby appointed to sit as an Arbitrator. The Board is as follows: Girard Kasubick, Esquire, Chairman Mark A. Falvo, Esquire Andrew J. Lovette, Esquire. BY THE COURT: /s/ Fredric J. Ammerman, President Judge. 6 CC C/A
01/24/2005	<input checked="" type="checkbox"/> Motion to Continue Arbitration, filed by s/George S. Test, Esq. No CC <input checked="" type="checkbox"/> Certificate of Service, copy of the Motion to Continue Arbitration on Jan. 20, 2005 to Terry R. Heeter, Esquire. Filed by s/ George S. Test, Esquire. No CC
	<input checked="" type="checkbox"/> Order, AND, NOW this 24th day of Jan., 2005, the requested continuance is granted. by s/ Fredric J. Ammerman, President Judge. 1CC Atty. Test
04/22/2005	<input checked="" type="checkbox"/> Order, NOW, this 21st day of April, 2005, it is the ORDER of the Court that the above-captioned matter is scheduled for Arbitration on Tuesday, June 7, 2005 at 9:00 a.m. in Conference/Hearing Room No. 3, 2nd Floor. The following have been appointed as arbitrators: Michael P. Yeager, Esquire, Chairman Andrew P. Gates, Esquire Mark A. Falvo, Esquire. BY THE COURT: /s/ Fredric J. Ammerman, President Judge. 5CC c/a
06/06/2005	<input checked="" type="checkbox"/> Praeclipe, please mark the above captioned matter settled. Filed by s/ George S. Test, Esquire. No CC, Cert. of Disc. to Atty. Test, copy to c/a
10/10/2005	<input checked="" type="checkbox"/> Petition to Enforce Settlement, filed by s/ George S. Test, Esquire. No CC
10/12/2005	<input checked="" type="checkbox"/> Order AND NOW, this 11th day of October, 2005, upon consideration of Plaintiff's Petition to Enforce Settlement, argument is scheduled on said Petition for the 10th day of November, 2005 at 11:00 a.m. in Courtroom No. 1. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 1CC Atty Test.
10/17/2005	<input checked="" type="checkbox"/> Certificate of Service, filed. Served a true and correct copy of the ORDER dated October 11, 2005 scheduling Argument on Plaintiff's Petition to Enforce Settlement in the above captioned matter on Terry R. Heeter Esq., filed by s/ George S. Test Esq. No CC.

Date: 10/20/2005

Clearfield County Court of Common Pleas

User: LBENDER

Time: 08:38 AM

Hearings by Judge

Page 1 of 1

CT COMMON PLEAS,

All Case Types

From 10/24/2005 08:00 AM to 10/28/2005 05:00 PM

Fredric Joseph Ammerman

Begin Date and Time End Date and Time

10/24/2005 09:00 AM - 10/28/2005 04:00 PM **Michelle Herzing, et al. vs. Mary Kruszewski, et al.**

Case: 2002-00169-CD

Jury Trial

Courtroom:

first day of this trial was 10/21/05

Plaintiffs: Herzing, Michelle
Jarvis, Jeffrey A.
Alias: Jeffrey R. Jarvis (1 of 1)
Herzing, Janell
Alias: Janell Herzing Estate (1 of 1)

Attorneys: Acheson, Amy Esq
Attorney: Acheson, Amy Esq
Attorney: Acheson, Amy Esq

Defendants: Kruszewski, Mary

Speedy Trial Date:

Attorney: Blasko, John W.
DuBois Regional Medical Center

Speedy Trial Date:
Attorney: Johnson, David R.

Shilala, Patrick

Speedy Trial Date:

Speedy Trial Date:
Attorney: Johnson, David R.

Alajaji, Jerjie T.

Speedy Trial Date:

Speedy Trial Date:
Attorney: Krier, Alan R.

Cameron, Russell E. MD

Speedy Trial Date:

Speedy Trial Date:
Attorney: Johnson, David R.

10/26/2005 01:00 PM - 10/26/2005 04:00 PM

Dawn J. Murray vs. Terry L. Murray

Case: 2003-00467-CD

Mediation Conference

Courtroom:

Plaintiff: Murray, Dawn J.

Attorneys: Cherry, Paul E.

Defendant: Murray, Terry L.

Speedy Trial Date:

Days to Speedy Trial:
Attorney: Foor, Robin J.

Judge has

COURT OF COMMON PLEAS
Clearfield County
JUDICIAL DISTRICT

4/6th

NOTICE OF APPEAL

FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. 03-765-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 Ridgway Associates, Larry Buehler and James Buehler	MAG. DIST. NO. OR NAME OF D.J. Michael A. Rudella		
ADDRESS OF APPELLANT 260 West Main Street	CITY Ridgway	STATE Pennsylvania	ZIP CODE 15853
DATE OF JUDGMENT April 24, 2003	IN THE CASE OF (Plaintiff) Bob Showers Window & Sunrooms	(Defendant) vs. Ridgway Associates, et al.	
CLAIM NO. CV 10 0000062-03 LT 19	SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT <i>Terry R. Heeter</i>		
This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B. This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.		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.	
Signature of Prothonotary or Deputy			

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 Bob Showers Window & Sunrooms, appellee(s), to file a complaint in this appeal
(Common Pleas No. 03-765-CD) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Terry R. Heeter
Terry R. Heeter Signature of ~~prothonotary~~ or his attorney or agent

RULE: To Bob Showers Window & Sunrooms, 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: May 21, 2003

Willie L. Buehler

Signature of Prothonotary or Deputy

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

(This proof of service MUST BE FILED WITHIN TEN (10) 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*) _____, 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_____



COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: CLEARFIELD

Mag. Dist. No.:

46-3-03

DJ Name: Hon.

MICHAEL A. RUDELLA

Address: **131 ROLLING STONE ROAD
P.O. BOX 210
KYLERTOWN, PA**

Telephone: **(814) 345-6789** **16847-0444**

ATTORNEY DEF PRIVATE :

**KOOMAN ALW FIRM/ TERRY R. TEETERS
P.O. BOX 700
CLARION, PA 16214**

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF/JUDGMENT DEBTOR:

BOB SHOWERS WINDOW & SUNROOMS
NAME and ADDRESS
**911 N. FRONT ST.
PHILIPSBURG, PA 16866**

VS.

DEFENDANT/JUDGMENT CREDITOR:

RIDGEWAY ASSOC./ LARRY BUEHLER, ET
NAME and ADDRESS
**360 W. MAIN ST.
RIDGEWAY, PA 15853**

Docket No.: **CV-0000062-03**
Date Filed: **3/28/03**



THIS IS TO NOTIFY YOU THAT:

Judgment:

FOR PLAINTIFF

Judgment was entered for: (Name) **BOB SHOWERS WINDOW & SUNROOMS**

Judgment was entered against: (Name) **RIDGEWAY ASSOC./ LARRY BUEHLER**

in the amount of \$ **8,108.50** on: (Date of Judgment) **4/24/03**

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

Damages will be assessed on: _____

Amount of Judgment	\$ 8,000.00
Judgment Costs	\$ 108.50
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 8,108.50

This case dismissed without prejudice. _____

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

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.

4-24-03 Date *M A Rudella*, 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

THE KOOMAN LAW FIRM
MARIANNE PROFESSIONAL CENTER
P.O. BOX 700
CLARION, PENNSYLVANIA 16214

RICHARD W. KOOMAN, II
TERRY R. HEETER

TELEPHONE (814) 226-9100
FACSIMILE (814) 226-7361

May 20, 2003

VIA FEDERAL EXPRESS

William A. Shaw, Prothonotary
Clearfield County Courthouse
P.O. Box 549
Clearfield, PA 16830

IN RE: Bob Showers Windows & Sunrooms, Inc.
v. Ridgway Associates, et al.
Clearfield County No. ____ - 2003

Dear Prothonotary Shaw:

Ridgway Associates, Larry Buehler and James Buehler have elected to appeal the judgment entered by Magistrate Rudella in the above referenced matter. A copy of the notice of judgment is enclosed. Accordingly, we are enclosing a notice of appeal and praecipe for rule to file a complaint. We are also enclosing a \$85 check drawn to your order in payment of the filing fee. Please assign this matter a docket number, sign the rule to file complaint and return the rule to my office for serving upon the plaintiff and Magistrate Rudella. A self-addressed, stamped envelope is enclosed.

Thank you for your assistance. If you have any questions concerning this filing, do not hesitate to contact me.

Very truly yours,


Terry R. Heeter

jc:3338r
#20116
Enclosures

cc: Brandy Buehler (w/out enc.)
Robert M. Hebble, Esquire (w/out enc.)
Amy Ellis (w/out enc.)

COURT OF COMMON PLEAS
Clearfield County
JUDICIAL DISTRICT

46th

NOTICE OF APPEAL

FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS NO.

03-765-CJ

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 Ridgway Associates, Larry Buehler and James Buehler		MAG. DIST. NO. OR NAME OF DJ. Michael A. Rudella	
ADDRESS OF APPELLANT 260 West Main Street		CITY Ridgway	STATE Pennsylvania
DATE OF JUDGMENT April 24, 2003	IN THE CASE OF (Plaintiff) Bob Showers Window & Sunrooms	(Defendant) vs. Ridgway Associates, et al.	
CLAIM NO. CV 19x 0000062-03 LT 19		SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT <i>Terry R. Heeter</i>	

This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.

This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.

Signature of Prothonotary or Deputy

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.

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 Bob Showers Window & Sunrooms, appellee(s), to file a complaint in this appeal
(Name of appellee(s))

(Common Pleas No. 03-765-CJ) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Terry R. Heeter
Terry R. Heeter Signature of appellant or his attorney or agent

RULE: To Bob Showers Window & Sunrooms, 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: May 21, 2003

Will Buehler

WA
Signature of Prothonotary or Deputy

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

(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing the notice of appeal. Check applicable boxes)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF CLARION ; ss

AFFIDAVIT: I hereby swear or affirm that I served

a copy of the Notice of Appeal, Common Pleas No. 03-765-CD, upon the District Justice designated therein on
(date of service) May 28, 2003, by personal service by (certified) (XXXXXX) mail, sender's receipt attached hereto, and upon the appellee, (name) Bob Showers Window & Sunrooms, Inc., on
May 28, xx 2003 by personal service by (certified) (XXXXXX) 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 May 28, xx 2003 by personal service by (certified) (XXXXXX) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS 28th DAY OF May, 19 2003

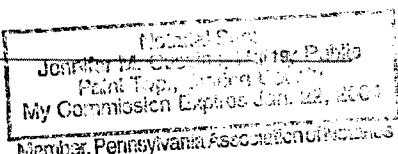
Jennifer M. Cusim

Signature of official before whom affidavit was made

Notary Public

Title of official

My commission expires on



Terry R. Heeter
Terry R. Heeter, Signature of affiant
Attorney for Defendants

FILED No
m18:54-61 cc
JUN 02 2003 G
KPS

William A. Shaw
Notary Public

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

1210
OFFICIAL USE

Postage	\$.37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.42

USPS
 2003
 87
 1150
 MAI
 CLARION PA

Postmark
Here

20116

Sent To
 Bob Showers Window & Sunrooms Inc.
 Street, Apt. No.;
 or PO Box No.
 119 N. Front Street
 City, State, ZIP+4
 Philipsburg PA 16866

PS Form 3800, January 2001 See Reverse for Instructions

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

1227
OFFICIAL USE

Postage	\$.37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.42

USPS
 2003
 87
 1150
 MAI
 CLARION PA

Postmark
Here

Sent To
 Michael A. Rudella District Mag.
 Street, Apt. No.;
 or PO Box No.
 Box 210
 City, State, ZIP+4
 Kutztown PA 16847

PS Form 3800, January 2001 See Reverse for Instructions

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-03

DJ Name: Hon.

MICHAEL A. RUDELLA

Address: **131 ROLLING STONE ROAD
P.O. BOX 210
KYLERTOWN, PA**

Telephone: **(814) 345-6789** **16847-0444**

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF/JUDGMENT DEBTOR:

BOB SHOWERS WINDOW & SUNROOMS
911 N. FRONT ST.
PHILIPSBURG, PA 16866

VS.

DEFENDANT/JUDGMENT CREDITOR:

RIDGEWAY ASSOC./ LARRY BUEHLER, ET
360 W. MAIN ST.
RIDGEWAY, PA 15853

MICHAEL A. RUDELLA
131 ROLLING STONE ROAD
P.O. BOX 210
KYLERTOWN, PA 16847-0444

Docket No.: **CV-0000062-03**
Date Filed: **3/28/03**



03-765-CD

THIS IS TO NOTIFY YOU THAT:

Judgment: **FOR PLAINTIFF**

Judgment was entered for: (Name) **BOB SHOWERS WINDOW & SUNROOMS**

Judgment was entered against: (Name) **RIDGEWAY ASSOC./ LARRY BUEHLER**

in the amount of \$ **8,108.50** on: (Date of Judgment) **4/24/03**

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

Damages will be assessed on: _____

This case dismissed without prejudice. **FILED** *01/25/03* *NO CC*

Amount of Judgment Subject to Attachment/Act 5 of 1996 \$ **8,108.50**

Amount of Judgment	\$ 8,000.00
Judgment Costs	\$ 108.50
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 8,108.50
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
=====	
Certified Judgment Total	\$ _____

William 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.

4-24-03 Date

M A Rudella

, District Justice

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

6/2/03 Date

M A Rudella

, District Justice

My commission expires first Monday of January, 2006

SEAL

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BOB SHOWERS WINDOW & : CIVIL ACTION - LAW
SUNROOMS, INC., :
Plaintiff : No. 03-765-CD
v. : TYPE OF CASE: CIVIL
: :
RIDGWAY ASSOCIATES, LARRY : TYPE OF DOCUMENT:
BUEHLER and JAMES BUEHLER, : Affidavit of Service
Defendants : FILED ON BEHALF OF:
: Ridgway Associates, Larry Buehler
: and James Buehler, Defendants
: :
: COUNSEL OF RECORD FOR THIS PARTY:
: Terry R. Heeter
: Supreme Court No. 52750
: :
: The Kooman Law Firm
: Marianne Professional Center
: P.O. Box 700
: Clarion, PA 16214
: (814) 226-9100

jc:3352r
#20116

FILED

JUN 09 2003

William A. Shaw
Prothonotary

BOB SHOWERS WINDOW & : IN THE COURT OF COMMON PLEAS OF
SUNROOMS, INC., : CLEARFIELD COUNTY, PENNSYLVANIA
Plaintiff :
:
v. : CIVIL ACTION - LAW
:
RIDGWAY ASSOCIATES, LARRY :
BUEHLER and JAMES BUEHLER, :
Defendants : No. 03-765-CD

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

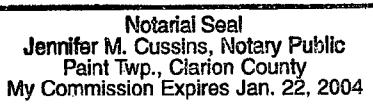
COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF CLARION)

I, **TERRY R. HEETER**, who being duly sworn according to law, depose and say that (1) the notice of appeal and rule to file complaint was served on the plaintiff, Bob Showers Window & Sunrooms, Inc., on May 30, 2003 by certified mail No. 7002 0460 0003 0547 1210, and (2) the notice of appeal was served on Magistrate Michael A. Rudella on June 2, 2003 by certified mail No. 7002 0460 0003 0547 1227. The certified mail return receipts are attached hereto as Exhibit "A".

Terry R. Heeter
TERRY R. HEETER, ESQUIRE
The Korman Law Firm
Attorney for Defendants
Marianne Professional Center
P.O. Box 700
Clarion, PA 16214
(814) 226-9100

Sworn and subscribed to before me
this 5th day of June, 2003.

Jennifer M. Cussins
My Commission Expires:



Member, Pennsylvania Association of Notaries

jc:3350r
#20116

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ 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. 		<p style="text-align: center;">20116</p>	
<p>1. Article Addressed to:</p> <p>Bob Showers Window & Sunrooms Inc. 911 North Front Street Philipsburg, PA 16866</p>		<p>A. Signature</p> <p><i>Jessica M. Gersb</i></p> <p><input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>2. Article Number (Transfer from service)</p> <p>7002 0460 0003 0547 1210</p>		<p>B. Received by (Printed Name)</p> <p><i>JESSICA M. GERSB</i></p> <p>C. Date of Delivery</p> <p>5-30</p>	
		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
		<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	
		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>PS Form 3811, August 2001</p>		<p>Domestic Return Receipt</p> <p>102595-02-M-1035</p>	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ 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. 		<p style="text-align: center;">20116</p>	
<p>1. Article Addressed to:</p> <p>Michael A. Rudella District Magistrate PO Box 210 Kittletown PA 16847</p>		<p>A. Signature</p> <p><i>Michael A. Rudella</i></p> <p><input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>2. Article Number (Transfer from service label)</p> <p>7002 0460 0003 0547 1227</p>		<p>B. Received by (Printed Name)</p> <p><i>Michael A. Rudella</i></p> <p>C. Date of Delivery</p> <p>5-30</p>	
		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
		<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	
		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>PS Form 3811, August 2001</p>		<p>Domestic Return Receipt</p> <p>102595-02-M-1035</p>	

FILED

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M 18:45-881
JUN 09 2003
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William A. Shaw
Prothonotary

COMPLAINT COVER SHEET

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

Bob Showers Windows & Sunrooms

Plaintiff/Appellee

Vs.

**Ridgway Associates,
Larry Buehler,
and James Buehler**

Defendant/Appellant

District Justice Appeal
CASE NO. 03-765-C.D.

Type of Pleading:
COMPLAINT

Filed on Behalf of
PLAINTIFF

Plaintiff's address:
911 North Front Street
Philipsburg, Pennsylvania 16830
(814) 342-2711

FILED

JUN 12 2003

William A. Shaw
Prothonotary

COMPLAINT – NOTICE TO DEFEND

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

Bob Showers Windows & Sunrooms
Plaintiff/Appellee

Vs.

**Ridgway Associates,
Larry Buehler,
and James Buehler**
Defendant/Appellant

District Justice Appeal
CASE NO. 03-765-C.D.

Type of Pleading:
COMPLAINT

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defense or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed 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, TERRY
HEETER, AT ONCE. IF HE IS NO LONGER YOUR LEGAL REPRESENTATION,
YOU CAN GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND
OUT WHERE YOU CAN GET LEGAL HELP.**

Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, Pennsylvania 16830
(814) 765-2641, extension 1300

COMPLAINT

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSLYVANIA

Bob Showers Windows & Sunrooms

Plaintiff/Appellee

Vs.

Ridgway Associates,

Larry Buehler,

and James Buehler

Defendant/Appellant

District Justice Appeal

CASE NO. 03-765-C.D.

Type of Pleading:

COMPLAINT

COMPLAINT

1. Plaintiff is Bob Showers Windows and Sunrooms whose address is 911 North Front Street, Philipsburg, Pennsylvania 16830.

2. Defendant is Ridgway Associates, Larry Buehler, and James Buehler whose address is 260 West Main Street, Ridgway, Pennsylvania 15853

3. In early September 2001 a Bob Showers Windows Design Consultant, met with Ridgeway Associates at their South Streets Botanicals establishment and entered into an agreement to have Bob Showers install a Four Seasons Fisher Skylight Enclosure and glass knee-wall. (Copy attached) Twenty (20) percent deposit was taken with forty-five (45) percent due on the day of start and final thirty-five (35) percent due on final day of completion. Contract total \$27124.00. Installation was to be scheduled per contract eight (8) to ten (10) weeks from date of deposit which may vary due to unforeseen circumstances like: weather delays, manufacturers shipping delays, reordering of materials, change orders, etc.

4. On September 12, 2001 Production Manager, Martin Rebo, went to South Street Botanicals location for field check prior to materials being ordered. He met with Ridgway Associates General Contractor, T.O. Fitch On review it was agreed that the glass knee-wall would need additional structure and that it would make the knee-wall approximately 12 inches higher, which Bob Showers Windows would build at no additional charge. Mr. Fitch requested

a credit for the glass knee-wall and would build the entire wall. Mr. Fitch was informed by Mr. Rebo that there would be additional delays due to this being a custom order and not a stock item. A change order was prepared deleting the glass wall.

5. On September 21, 2001 the accepted change order (Copy attached) was received at Bob Showers office by fax. This change order agreed upon by both parties added approximately nine (9) days to the approximate start date.

6. Upon receiving change order from Ridgway Associates on September 21, 2001, Four Seasons materials were ordered by Production Manager, Martin Rebo.

7. On October 8, 2001 Bob Showers Windows was notified by Four Seasons that the materials for this job would ship approximately the week of December 3, 2001. Mr. Rebo notified Four Seasons that we would accept the materials sooner if any way possible.

8. On or about December 11, 2001 Bob Showers Windows was notified by Four Seasons that the materials were scheduled to load on December 12, 2001.

9. On or about December 14, 2001 the Four Seasons materials for the Ridgway associates job were received by Bob Showers Windows.

10. On December 17, 2001 our installation crew went to the South Street Botanicals site to start installation. The Bob Showers installation crew was instructed to collect the forty-five (45) percent payment of nine thousand nine hundred dollars (\$9900.00). The payment was not made as agreed upon resulting in a call from the installer to Production Manager, Martin Rebo. Due to the shipping delay and the possibility of weather delay, Mr. Rebo instructed that the crew proceed with the installation and to collect the payment on the following day.

11. The installer was again unable to collect the starting payment on December 18, 2001. Mr. Rebo had the crew again proceed with the installation. At this time some non-glass pieces of material were discovered missing and Mr. Rebo ordered them from Four Seasons via overnight shipping.

12. On or about December 19, 2001 Mr. Rebo then spoke to Brandy Buehler who informed him that her father would take care of the payment but was out of town until January 3, 2002. Mr. Rebo, in good faith, proceeded with the installation.

13. The installation was completed on or about December 28, 2001. Bob Showers Windows crew was still unable to collect the starting payment or the final payment.

14. Upon trying to collect the payment our Controller was informed that there were a few items that needed attention such as a short miter, some scratches on the joints, and some caulking needing redone. She informed Mr. Rebo who arranged for the crew to be dispatched. When the crew arrived it was discovered that additional equipment was needed.

15. Mr. Rebo tried to schedule service again with the additional equipment, but was unable to get Mr. Buehler to take his phone calls.

16. After this our controller started to talk to our attorney, James Naddeo. It turned out he also represented Ridgway Associates. We were referred to another attorney, John Ryan, who sent a letter to Ridgway Associates.

17. With no results from Mr. Ryan's letter we decided to try once more to schedule a service crew to do the service and collect the full balance due. I Bob Showers Windows Sales Administrator called for Larry Buehler on August 21, 2002. I was asked "who is calling" and upon giving our company name I was informed that Mr. Buehler was out of town and they did not know when he would be returning. I asked that he return my call. I never received a return call.

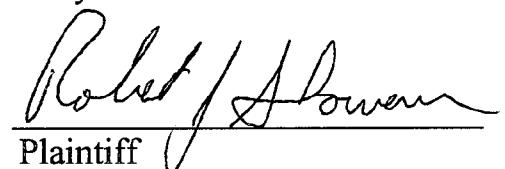
18. In March 28, 2003 Bob Showers Windows filed a claim for the maximum of \$8000.00 of the payment due the day of start of installation of \$9900.00 with District Magistrate Michael Rudella. Ridgway Associates filed a cross complaint for \$8000.00 of \$26412.80 estimate to repair work performed by Bob Showers Windows.

19. On April 24, 2003 Magistrate Rudella ruled in favor of Bob Showers Windows for \$8108.50 in the matter of the 45% payment due on the start of installation. Magistrate Rudella ruled against Ridgway Associates in the cross complaint.

20. Ridgway Associates agreed in writing to make a 45% payment at the start of installation:

- a. Bob Showers Windows started installation the first work day after the enclosure materials were delivered from manufacturer. Reasons for possible delay of work are listed on our signed contract.
- b. 45% payment was due the day of start of installation. Bob Showers Windows proceeded with the installation per signed written contract and change order. Ridgway Associates/Larry Buehler/James Buehler has not made this payment per signed written contract and change order.
- c. Service problems listed by Ridgway Associates are irrelevant to this overdue payment.

WHEREFORE, Plaintiff demands judgment against Defendant in the amount of \$8000.00, plus interest, court costs and such other reasonable costs as the court may allow.

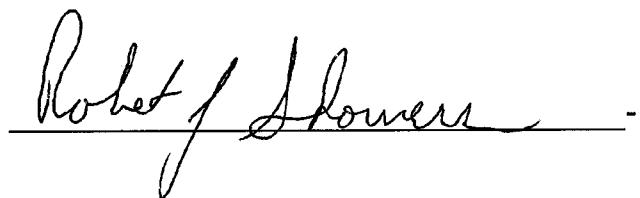


Plaintiff

COMPLAINT – VERIFICATION

VERIFICATION

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



A handwritten signature in black ink, appearing to read "Robert J. Showers", is written over a horizontal line. The signature is cursive and fluid, with a prominent 'R' at the beginning.

FILED
O P-42 134 328 P-27
JUN 12 2003 ECG
William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY,
PENNSLYVANIA

Bob Showers Windows & Sunrooms

Plaintiff/Appellee

Vs.

Ridgway Associates,

Larry Buehler,

and James Buehler

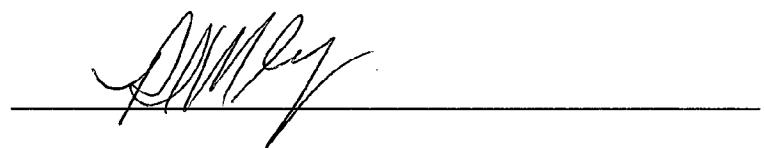
Defendant/Appellant

District Justice Appeal
CASE NO. 03-765-C.D.

CERTIFICATE OF SERVICE

I, Bob Showers Windows & Sunrooms, Plaintiff above named, do hereby certify that on the 12th day of June , 2003, I caused a certified copy of the Complaint to be mailed, first class – postage prepaid, to the Defendant at his/her address as follows:

James Buehler
260 West Main Street
Ridgway, Pennsylvania 15853



FILED
01 8:45 AM
JUN 16 2003
No CC
E
[Signature]

William A. Shaw
Prothonotary

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

96251	
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Postage	\$.60
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.65
<i>James Buenien</i>	
Recipient's Name (Please Print Clearly) (to be completed by mailer)	
Street, Apt. No., or PO Box No.	
100 W main St	
City, State, ZIP+4	
Kiskiawny, PA 15853	
Post Form 3810, Revision 2000	
See Reverse for Instructions	

James

15856
Postmark
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2013
PA 15853
PHILADELPHIA
PA 15856

Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A signature upon delivery
- A record of delivery kept by the Postal Service for two years

Important Reminders:

- Certified Mail may ONLY be combined with First-Class Mail or Priority Mail.
- Certified Mail is not available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

IMPORTANT: Save this receipt and present it when making an inquiry.

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

9631	5261	0000	0000										
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<table border="1"><tr><td>Postage</td><td>\$.60</td></tr><tr><td>Certified Fee</td><td>2.30</td></tr><tr><td>Return Receipt Fee (Endorsement Required)</td><td>1.75</td></tr><tr><td>Restricted Delivery Fee (Endorsement Required)</td><td></td></tr><tr><td>Total Postage & Fees</td><td>\$ 4.65</td></tr></table>				Postage	\$.60	Certified Fee	2.30	Return Receipt Fee (Endorsement Required)	1.75	Restricted Delivery Fee (Endorsement Required)		Total Postage & Fees	\$ 4.65
Postage	\$.60												
Certified Fee	2.30												
Return Receipt Fee (Endorsement Required)	1.75												
Restricted Delivery Fee (Endorsement Required)													
Total Postage & Fees	\$ 4.65												
<p>Recipient's Name (Please Print Clearly) (to be completed by mailer) Kidway Associates Street, Apt. No., or P.O. Box No. 100 West Main St City, State, ZIP+4 Kosciusko, PA 15853</p>													
<small>Post Form 1000, January 2000. For more information, see back of form. See reverse for instructions.</small>													

PA 16066
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PHILIPSBURG

Certified Mail Provides:

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- A signature upon delivery
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Important Reminders:

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U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

2024	4	
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Postage	\$.60
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.65

Postmark
PA 15853
2009
U.S. Post Office

Recipient's Name (Please Print Clearly) (to be completed by mailer)
KODANAGU ASSOCIATES, ATTN: James Burch
Street, Apt. No., or PO Box No.
200 West Main St.
City, State, ZIP+4
Richwood, PA 15853

PS Form 3600, February 2000
See Reverse for Instructions

Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A signature upon delivery
- A record of delivery kept by the Postal Service for two years

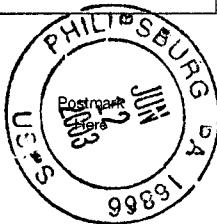
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U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

9594	5211	5226	5000
5221	0226	0000	0600
0000	0000	0000	0000
Postage \$.60			
Certified Fee 2.30			
Return Receipt Fee (Endorsement Required) 1.75			
Restricted Delivery Fee (Endorsement Required)			
Total Postage & Fees \$4.65			
Recipient's Name (Please Print Clearly) (to be completed by mailer) Lanny Buenen Street, Apt. No., or PO Box No. 2000 West Main St Kittanning, PA 15853			
City, State, ZIP+4			
PS Form 3200 (Rev. 1-24-94)			
See Reverse for Instructions			



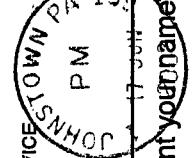
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UNITED STATES POSTAL SERVICE

First Class Mail
Postage & Fees Paid
U.S.P.S.
Permit No. G-40

- **Sender:** Please print your name, address, and ZIP+4 in this box.

BOB SHOWERS WINDOWS SUNROOMS KITCHENS

901 N. Front Street
Phillipsburg, PA 18666
1-800-WITH-BOB
(948-4262)

2006/2009

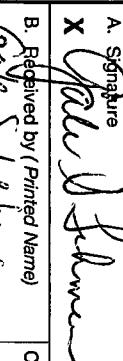
SENDER: COMPLETE THIS SECTION

- 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:

Ridgway Associates
2100 West Main St
Ridgway, PA
15853

COMPLETE THIS SECTION ON DELIVERY

A. Signature 	<input type="checkbox"/> Agent <input type="checkbox"/> Addressee
B. Received by (Printed Name) Dale J. Johnson	C. Date of Delivery 6/17/01
D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> 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

(Transfer from service label)
7000 0000 0008 5210 9131

PS Form 3811, August 2001

Domestic Return Receipt

2ACPR1-03-P-4081

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY,
PENNSLYVANIA

Bob Showers Windows & Sunrooms
Plaintiff/Appellee

Vs.

Ridgway Associates,
Larry Buehler,
and James Buehler
Defendant/Appellant

District Justice Appeal
CASE NO. 03-765-C.D.

CERTIFICATE OF SERVICE

I, Bob Showers Windows & Sunrooms, Plaintiff above named, do hereby certify that on the 12th day of June , 2003, I caused a certified copy of the Complaint to be mailed, first class – postage prepaid, to the Defendant at his/her address as follows:

Larry Buehler
260 West Main Street
Ridgway, Pennsylvania 15853



FILED No. cc
018:45 AM
JUN 16 2003
EJ

William A. Shaw
Prothonotary

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

Bob Showers Windows & Sunrooms
Plaintiff/Appellee

Vs.

Ridgway Associates,
Larry Buehler,
and James Buehler
Defendant/Appellant

District Justice Appeal
CASE NO. 03-765-C.D.

CERTIFICATE OF SERVICE

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Ridgway Associates
260 West Main Street
Ridgway, Pennsylvania 15853

A handwritten signature in black ink, appearing to read "Romney", is written over a solid horizontal line.

FILED
08:45 AM
JUN 16 2003
NO CC
E 8/24

William A. Shaw
Prethonotary

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY,
PENNSLYVANIA

Bob Showers Windows & Sunrooms

Plaintiff/Appellee

Vs.

Ridgway Associates,

Larry Buehler,

and James Buehler

Defendant/Appellant

District Justice Appeal
CASE NO. 03-765-C.D.

CERTIFICATE OF SERVICE

I, Bob Showers Windows & Sunrooms, Plaintiff above named, do hereby certify that on the 18th day of June , 2003, I caused a certified copy of the Complaint to be mailed, first class – postage prepaid, to the Defendant at his/her address as follows:

Ridgway Associates- Attn: James Buehler
260 West Main Street
Ridgway, Pennsylvania 15853



FILED

JUN 24 2003

0/8:30 AM

William A. Shaw
Prothonotary
no/c/c 624

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY,
PENNSLYVANIA

Bob Showers Windows & Sunrooms
Plaintiff/Appellee

Vs.

Ridgway Associates,
Larry Buehler,
and James Buehler
Defendant/Appellant

District Justice Appeal
CASE NO. 03-765-C.D.

CERTIFICATE OF SERVICE

I, Bob Showers Windows & Sunrooms, Plaintiff above named, do hereby certify that on the 12th day of June , 2003, I caused a certified copy of the Complaint to be mailed, first class – postage prepaid, to the Defendant at his/her address as follows: (Delivered 6/17/03)

Ridgway Associates
260 West Main Street
Ridgway, Pennsylvania 15853



FILED

JUN 24 2003

018:70 /w

William A. Shaw
Prothonotary
no c/c



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.

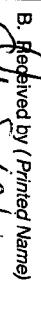
1. Article Addressed to:

Henry Buehler
800 West Main St
Rogway, PA
15853

COMPLETE THIS SECTION ON DELIVERY**A. Signature**

 Agent

B. Received by (Printed Name)

 John S. Lehman

C. Date of Delivery

6-17-01

D. Is delivery address different from item 1?

Yes
 No

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

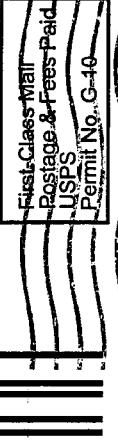
(Transfer from service label) 7000 0000 0028 5210 9591

PS Form 3811, August 2001

Domestic Return Receipt

2ACPR1-03-P-4081

UNITED STATES POSTAL SERVICE



• Sender: Please print your name, address, and ZIP+4 in this box.

BOB SHOWERS
WINDOWS SUNROOMS KITCHENS

901 N. Front Street
Philipsburg, PA 16866
1-800-WITH-BOB
(943-4262) (Next to McDonalds)

9 . . . 0

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

Bob Showers Windows & Sunrooms

Plaintiff/Appellee

Vs.

Ridgway Associates,

Larry Buehler,

and James Buehler

Defendant/Appellant

District Justice Appeal
CASE NO. 03-765-C.D.

CERTIFICATE OF SERVICE

I, Bob Showers Windows & Sunrooms, Plaintiff above named, do hereby certify that on the 12th day of June , 2003, I caused a certified copy of the Complaint to be mailed, first class – postage prepaid, to the Defendant at his/her address as follows: *(Delivered 6/17/03)*

Larry Buehler
260 West Main Street
Ridgway, Pennsylvania 15853



FILED

JUN 24 2003

6/8:30/03

William A. Shaw
Prothonotary

mu c/c
EES

SENDER COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p><input type="checkbox"/> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p><input checked="" type="checkbox"/> Print your name and address on the reverse so that we can return the card to you.</p> <p><input type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>1. Article Addressed to:</p> <p>Roggway Associates A/H, James Buerhler 210 West Main St. Roggway, PA 15853</p> <p>2. Article Number (Transfer from service label) <u>7000 0100 0028 5204 4282</u></p>	
		<p>A. Signature <u>John S. Lohm</u></p> <p>B. Received by (Printed Name)</p>	<p>C. Date of Delivery <u>6-20-01</u></p>
		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p>	
		<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	

UNITED STATES POSTAL SERVICE

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10



- Sender: Please print your name, address, and ZIP+4 in this box •

BOB'S SHOWERS
WINDOWS SUNROOMS KITCHENS

901 N Front Street
Philipsburg, PA 16866
1-800-WITH-BOB
(984-4652)
(Next to McDonald's)

3885 / 22694

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY,
PENNSLYVANIA

Bob Showers Windows & Sunrooms
Plaintiff/Appellee

Vs.

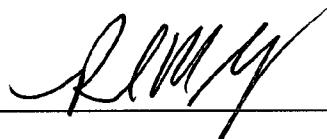
Ridgway Associates,
Larry Buehler,
and James Buehler
Defendant/Appellant

District Justice Appeal
CASE NO. 03-765-C.D.

CERTIFICATE OF SERVICE

I, Bob Showers Windows & Sunrooms, Plaintiff above named, do hereby certify that on the 18th day of June , 2003, I caused a certified copy of the Complaint to be mailed, first class – postage prepaid, to the Defendant at his/her address as follows: (Delivered 6/20/03)

Ridgway Associates- Attn: James Buehler
260 West Main Street
Ridgway, Pennsylvania 15853



FILED

JUN 24 2003

018:30/AM

William A. Shaw
Prothonotary
No C/C



FILED

JUN 24 2003

William A. Shaw
Prothonotary

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

BOB SHOWERS WINDOWS
& SUNROOMS,
Plaintiff/Appellee

*
* No.: 03-765-CD
*
*

vs.

RIDGWAY ASSOCIATES,
LARRY BUEHLER and
JAMES BUEHLER,
Defendants/Appellants

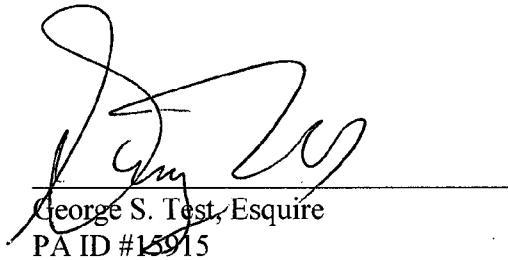
*
*
*
*

PRAECIPE TO ENTER APPEARANCE

TO THE PROTHONOTARY:

Please enter my appearance on behalf of the Bob Showers Windows & Sunrooms,
Plaintiff/Appellee.

Date: July 10, 2003



George S. Test, Esquire
PA ID #15915

FILED

JUL 11 2003

William A. Shaw
Prothonotary

FILED NO C

7/11/03
JUL 11 2003
CIR

William A. Shaw
Prothonotary

CR

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BOB SHOWERS WINDOW & : CIVIL ACTION - LAW
SUNROOMS, INC., :
Plaintiff : No. 03-765-CD
v. :
: TYPE OF CASE: CIVIL
:
RIDGWAY ASSOCIATES, LARRY : TYPE OF DOCUMENT:
BUEHLER and JAMES BUEHLER, : Preliminary Objections to
Defendants : Plaintiff's Complaint
: FILED ON BEHALF OF:
: Ridgway Associates, Larry Buehler
: and James Buehler, Defendants
: COUNSEL OF RECORD FOR THIS PARTY:
: Terry R. Heeter
: Supreme Court No. 52750
: The Kooman Law Firm
: Marianne Professional Center
: P.O. Box 700
: Clarion, PA 16214
: (814) 226-9100

jc:3352r
#20116

FILED

SEP 19 2003

William A. Shaw
Prothonotary

BOB SHOWERS WINDOW & : IN THE COURT OF COMMON PLEAS OF
SUNROOMS, INC., : CLEARFIELD COUNTY, PENNSYLVANIA
Plaintiff :
:
v. : CIVIL ACTION - LAW
:
RIDGWAY ASSOCIATES, LARRY :
BUEHLER and JAMES BUEHLER, :
Defendants : No. 03-765-CD

PRELIMINARY OBJECTIONS TO PLAINTIFF'S COMPLAINT

AND NOW, comes the defendants, **RIDGWAY ASSOCIATES, LARRY BUEHLER** and **JAMES BUEHLER**, by and through their attorney, Terry R. Heeter, and files the within Preliminary Objections to Plaintiff's Complaint, the nature whereof is as follows:

1. This case arises out of a written contract and a change order executed between the parties for the plaintiff's installation of a skylight enclosure and a glass knee-wall at the defendant's South Street Botanicals establishment.
2. The plaintiff alleges that the defendant breached the contract by failing to render a payment in the amount of \$8,000.00 due on the day the plaintiff commenced installation.
3. The plaintiff has set forth several allegations in support of his breach of contract claim.

Failure of Pleading to Conform to law or Rule of Court

4. In accordance with Pa. R.C.P. 1028(a)(2), the Defendant has a right to object the plaintiff's complaint if it fails to conform to a law or a rule of court.

5. When any claim or defense is based upon a writing, Pa. R.C.P. 1019(i) requires the pleader to attach a copy of the writing, or the material part thereof, but if the writing or copy is not accessible to the pleader, it is sufficient so to state, together with the reason, and to set forth the substance in writing.

6. The Plaintiff makes the following allegation:

20. Ridgway Associates agreed in writing to make a 45% payment at the start of installation.

7. The plaintiff has failed to attach a copy of the written agreement to the complaint, and has failed state and set forth a reason why the writing is not accessible to the plaintiff.

WHEREFORE, the defendants, Ridgway Associates, Larry Buehler and James Buehler, respectfully request that this Honorable Court dismiss the complaint in its entirety for failing to conform to a rule of court.

Respectfully submitted,

By Terry R. Heeter
TERRY R. HEETER, ESQUIRE
Attorney for Defendants
The Koeman Law Firm
Marianne Professional Center
P.O. Box 700
Clarion, PA 16214
(814) 226-9100

BE:3447r/#20116

BOB SHOWERS WINDOW & : IN THE COURT OF COMMON PLEAS OF
SUNROOMS, INC., : CLEARFIELD COUNTY, PENNSYLVANIA
Plaintiff :
:
v. : CIVIL ACTION - LAW
:
RIDGWAY ASSOCIATES, LARRY :
BUEHLER and JAMES BUEHLER, :
Defendants : No. 03-765-CD

CERTIFICATE OF SERVICE

I hereby certify that I have this 17th day of September, 2003, served the foregoing Preliminary Objections to Plaintiff's Complaint by depositing a true and correct copy of the same in the United States mail, postage paid, at Clarion, Pennsylvania, addressed to the following:

ROBERT J. SHOWERS,
Bob Showers Windows & Sunrooms
911 North Front Street
Philipsburg, PA 16830

Respectfully submitted,

By Terry R. Heeter
TERRY R. HEETER, ESQUIRE
The Kooman Law Firm
Attorney for Defendants
Marianne Professional Center
P.O. Box 700
Clarion, PA 16214
(814) 226-9100

jc:3448r
#20116

FILED

010.31 84 NO. 00

SEP 19 2003

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BOB SHOWERS WINDOW & : CIVIL ACTION - LAW
SUNROOMS, INC., :
Plaintiff : No. 03-765-CD
: :
v. : TYPE OF CASE: CIVIL
: :
RIDGWAY ASSOCIATES, LARRY : TYPE OF DOCUMENT:
BUEHLER and JAMES BUEHLER, : Brief in Support of
Defendants : Preliminary Objections to
: Plaintiff's Complaint
: :
: FILED ON BEHALF OF:
: Ridgway Associates, Larry Buehler
: and James Buehler, Defendants
: :
: COUNSEL OF RECORD FOR THIS PARTY:
: Terry R. Heeter
: Supreme Court No. 52750
: :
: The Kooman Law Firm
: Marianne Professional Center
: P.O. Box 700
: Clarion, PA 16214
: (814) 226-9100

jc:3352r
#20116

RECEIVED

SEP 19 2003

COURT ADMINISTRATOR'S
OFFICE

FILED

SEP 19 2003

William A. Shaw
Prothonotary

BOB SHOWERS WINDOW & : IN THE COURT OF COMMON PLEAS OF
SUNROOMS, INC., : CLEARFIELD COUNTY, PENNSYLVANIA
Plaintiff :
: :
v. : CIVIL ACTION - LAW
: :
RIDGWAY ASSOCIATES, LARRY :
BUEHLER and JAMES BUEHLER, :
Defendants : No. 03-765-CD

**BRIEF IN SUPPORT OF PRELIMINARY OBJECTIONS
TO PLAINTIFF'S COMPLAINT**

AND NOW, comes the defendants, **RIDGWAY ASSOCIATES, LARRY BUEHLER** and **JAMES BUEHLER**, by and through their attorney, Terry R. Heeter, and file the following Brief in Support of Preliminary Objections to Plaintiff's Complaint:

I. STATEMENT OF THE CASE

On March 28, 2003, the plaintiff filed a civil complaint with the Honorable District Justice Michael A. Rudella of Kylertown, Clearfield County, Pennsylvania. On or about April 17, 2003, the defendants filed a cross claim and sought a change of venue. On April 24, 2003, judgment was entered against the defendants in the amount of \$8,108.50. The defendants filed a timely appeal the order of the District Justice on or about May 20, 2003. Subsequently, the plaintiff filed a complaint in the Clearfield County Court of Common Pleas. The defendants now file these preliminary objections to that complaint.

II. STATEMENT OF FACTS

The plaintiff and the defendants entered into an agreement whereby the defendant agreed to install a Four Seasons Fisher Skylight Enclosure and a glass knee-wall at the defendant's South Street Botanicals establishment. The installation was completed in an untimely and unsatisfactory manner. The plaintiff filed suit in hopes to recover payment for the defective work.

III. ARGUMENT

Preliminary Objections are governed by Pa. R.C.P. 1028 which states:

(a) Preliminary Objections may be filed by any party to any pleading and are limited to the following grounds:

(2) failure of a pleading to conform to law or rule of court . . .

Pa. R.C.P. 1019(i) states,

when any claim or defense is based upon a writing, the pleader shall attach a copy of the writing, or the material part thereof, but if the writing or copy is not accessible to the pleader, it is sufficient to so state, together with the reason, and to set forth the substance in writing.

In the complaint, the plaintiff contends that the parties executed a written contract, and this claim arises under this

contract. Since, the plaintiff failed to attach a copy of that written contract to the complaint, the pleadings do not conform with Pa. R.C.P. 1019(i), and therefore this Honorable court should dismiss the claim.

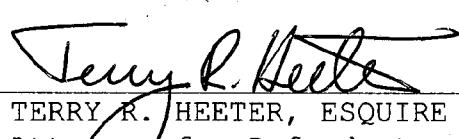
The defendants recognize that the plaintiff is preceding *pro se*. However, the plaintiff is not entitled to any advantages because he chooses to proceed without counsel. The court in Myers v. Estate of Wilks, 655 A.2d 176, 177-178 (Pa. Super. 1995) stated, "while the courts are indeed willing to liberally construe materials filed by a *pro se* litigant, [the *pro se* litigant] is not entitled to any particular advantage because he lacks legal training . . . Rather, 'any layperson choosing to represent himself in a legal proceeding must, to some reasonable extent, assume the risk that his lack of expertise and legal training will prove his undoing.'" (quoting Vann v. Commonwealth, Unemployment Compensation Board of Review, 494 A.2d 1081, 1086 (1985)). Therefore, the plaintiff is required to follow the Pennsylvania Rules of Civil Procedure, and his failure to do so should result in the dismissal of his complaint.

CONCLUSION

For the above stated reasons, the court should rule in favor of the defendants, Ridgway Associates, Larry Buehler, and James Buehler. The defendants' preliminary objections to the plaintiff's complaint should be sustained, and this Honorable court should dismiss the plaintiff's complaint with prejudice as a matter of law.

Respectfully submitted,

By


TERRY R. HEETER, ESQUIRE
Attorney for Defendants
The Keenan Law Firm
Marianne Professional Center
P.O. Box 700
Clarion, PA 16214
(814) 226-9100

BE:3446r
#20116

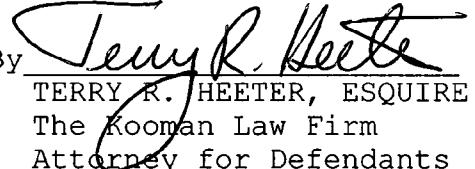
BOB SHOWERS WINDOW & : IN THE COURT OF COMMON PLEAS OF
SUNROOMS, INC., : CLEARFIELD COUNTY, PENNSYLVANIA
Plaintiff :
v. :
: CIVIL ACTION - LAW
: RIDGWAY ASSOCIATES, LARRY :
BUEHLER and JAMES BUEHLER, :
Defendants : No. 03-765-CD

CERTIFICATE OF SERVICE

I hereby certify that I have this 15th day of September, 2003, served the foregoing Brief in Support of Preliminary Objections to Plaintiff's Complaint by depositing a true and correct copy of the same in the United States mail, postage paid, at Clarion, Pennsylvania, addressed to the following:

ROBERT J. SHOWERS
Bob Showers Windows & Sunrooms
911 North Front Street
Philipsburg, PA 16830

Respectfully submitted,

By 
TERRY R. HEETER, ESQUIRE
The Kooman Law Firm
Attorney for Defendants
Marianne Professional Center
P.O. Box 700
Clarion, PA 16214
(814) 226-9100

FILED

010-3164 (10cc)

SEP 19 2003

*William A. Shaw
Prothonotary*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BOB SHOWERS WINDOW & : CIVIL ACTION - LAW
SUNROOMS, INC., :
Plaintiff : No. 03-765-CD
: :
v. : TYPE OF CASE: CIVIL
: :
RIDGWAY ASSOCIATES, LARRY : TYPE OF DOCUMENT:
BUEHLER and JAMES BUEHLER, : Praeclipe for Argument
Defendants :
: FILED ON BEHALF OF:
: Ridgway Associates, Larry Buehler
: and James Buehler, Defendants
: :
: COUNSEL OF RECORD FOR THIS PARTY:
: Terry R. Heeter
: Supreme Court No. 52750
: :
: The Kooman Law Firm
: Marianne Professional Center
: P.O. Box 700
: Clarion, PA 16214
: (814) 226-9100

jc:3352r
#20116

FILED

SEP 19 2003

William A. Shaw
Prothonotary

BOB SHOWERS WINDOW & : IN THE COURT OF COMMON PLEAS OF
SUNROOMS, INC., : CLEARFIELD COUNTY, PENNSYLVANIA
Plaintiff :
v. :
: CIVIL ACTION - LAW
: RIDGWAY ASSOCIATES, LARRY :
BUEHLER and JAMES BUEHLER, :
Defendants : No. 03-765-CD

PRAECIPE FOR ARGUMENT

TO THE PROTHONOTARY:

KINDLY SUBMIT THIS MATTER TO
THE COURT FOR ARGUMENT ONLY

1. The matter to be submitted for argument is the preliminary objections filed by the defendants, Ridgway Associates, Larry Buehler and James Buehler, on September 17, 2003.
2. Oral argument is requested.
3. A transcript is not required for disposition of this argument.
4. This matter does not require the taking of testimony.
5. I certify that notice has been given to all counsel of record and to all unrepresented parties of record of the filing of this praecipe.

Respectfully submitted,

DATE: September 17, 2003

By


TERRY R. HEETER, ESQUIRE
Attorney for Defendants
Marianne Professional Center
P.O. Box 700
Clarion, PA 16214
(814) 226-9100

BOB SHOWERS WINDOW & : IN THE COURT OF COMMON PLEAS OF
SUNROOMS, INC., : CLEARFIELD COUNTY, PENNSYLVANIA
Plaintiff :
: CIVIL ACTION - LAW
v. :
: RIDGWAY ASSOCIATES, LARRY :
BUEHLER and JAMES BUEHLER, :
Defendants : No. 03-765-CD

CERTIFICATE OF SERVICE

I hereby certify that I have this 17th day of September, 2003, served the foregoing Praeclipe for Argument by depositing a true and correct copy of the same in the United States mail, postage paid, at Clarion, Pennsylvania, addressed to the following:

ROBERT J. SHOWERS
Bob Showers Windows & Sunrooms
911 North Front Street
Philipsburg, PA 16830

Respectfully submitted,

By 
TERRY R. HEETER, ESQUIRE
The Kooman Law Firm
Attorney for Defendants
Marianne Professional Center
P.O. Box 700
Clarion, PA 16214
(814) 226-9100

jc:3448r
#20116

BOB SHOWERS WINDOW & : IN THE COURT OF COMMON PLEAS OF
SUNROOMS, INC., : CLEARFIELD COUNTY, PENNSYLVANIA
Plaintiff :
: CIVIL ACTION - LAW
v. :
: RIDGWAY ASSOCIATES, LARRY :
BUEHLER and JAMES BUEHLER, :
Defendants : No. 03-765-CD

ORDER FOR HEARING

AND NOW, this _____ day of _____, 2003, upon presentation and consideration of the preliminary objections filed by the defendants, Ridgway Associates, Larry Buehler and James Buehler, it is hereby ordered and decreed that argument on the foregoing preliminary objections is scheduled for the _____ day of _____, 2003 at _____.m. in Court Room No. ____ of the Clearfield County Courthouse, Second & Market Streets, Clearfield, Pennsylvania.

The defendants filed their brief in support of the preliminary objections on September __, 2003. In accordance with Clearfield County Local Rule 211, the plaintiff's brief in opposition to the preliminary objections is due twenty (20) days thereafter.

BY THE COURT,

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

BOB SHOWERS WINDOWS
& SUNROOMS,

Plaintiff/Appellee

*

No.: 03-765-CD

*

AMENDED COMPLAINT

*

vs.

*

RIDGWAY ASSOCIATES,
LARRY BUEHLER and
JAMES BUEHLER,

Defendants/Appellants

*

*

*

*

*

Filed on behalf of Plaintiff:
Bob Showers Windows & Sunrooms

George S. Test, Esquire
P. O. Box 706
Philipsburg, PA 16866-0706
(814) 342-4640

PA I.D. No. 15915

GEORGE S. TEST
ATTORNEY-AT-LAW
PHILIPSBURG, PA

FILED

OCT 13 2003

PROSECUTOR, CLERK OF COURTS

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

BOB SHOWERS WINDOWS

& SUNROOMS,

Plaintiff/Appellee

*

No.: 03-765-CD

*

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RIDGWAY ASSOCIATES,

LARRY BUEHLER and

JAMES BUEHLER,

Defendants/Appellants

*

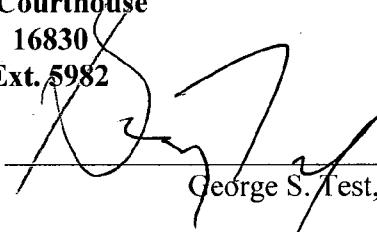
NOTICE

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

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

Court Administrator's Office
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641 Ext. 5982

GEORGE S. TEST
ATTORNEY-AT-LAW
PHILIPSBURG, PA


George S. Test, Esquire

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

BOB SHOWERS WINDOWS
& SUNROOMS,
Plaintiff/Appellee

*
* No.: 03-765-CD
*
*
*
*
*

vs.

RIDGWAY ASSOCIATES,
LARRY BUEHLER and
JAMES BUEHLER,
Defendants/Appellants

*
*
*
*
*

AMENDED COMPLAINT

COMES NOW, the Plaintiff through its attorney, George S. Test and files this Amended Complaint pursuant to PA R.C.P. 1028 (c) (1).

1. The Plaintiff is Bob Showers Windows and Sunrooms, a Pennsylvania business corporation with its address at 911 North Front Street, Philipsburg, Decatur Township, Pennsylvania 16866.
2. The Defendants are Larry Buehler and James Buehler t/d/b/a Ridgway Associates, 260 West Main Street, Ridgway, Pennsylvania 15853.
3. In early September 2001, Plaintiff's Design Consultant met with Defendants at their South Street Botanicals establishment and entered into an agreement to have Plaintiff install a Four Seasons Fisher skylight enclosure and glass knee-wall. A twenty (20%) percent deposit was paid to Plaintiff with forty-five (45%) percent due on the day installation commenced and the final thirty-five (35%) percent due on final day of completion. The total price of the contract being \$27,124.00. Per the contract, installation was to be scheduled eight to ten weeks from date of deposit which may vary due to unforeseen circumstances like weather delays, manufacturers shipping delays, reordering of materials, change orders, etc. A true and

correct copy of said contract is attached hereto as Exhibit A.

4. On September 12, 2001, Plaintiff's Production Manager, Martin Rebo went to the South Street Botanicals location for a field check prior to materials being ordered. He met with Defendants' General Contractor, T. O. Fitch. On review, it was agreed that the glass knee-wall would need additional structure and that Plaintiff would make the knee-wall approximately 12 inches higher, which Plaintiff would build at no additional charge. Mr. Fitch requested a credit for the glass knee-wall and would build the entire wall. Mr. Rebo informed Mr. Fitch that there would be additional delays due to this being a custom order and not a stock item. A change order was prepared deleting the glass wall.

5. Plaintiff received the accepted change order by fax on September 21, 2001. This change order added approximately nine days to the approximate installation commencement date. Based on said change order, the total contract price was \$22,000.00. A true and correct copy of the change order is attached hereto as Exhibit B.

6. On September 21, 2001, upon receiving the change order from Defendants, Plaintiff's Production Manager, Martin Rebo ordered the materials from Four Seasons, the manufacturer.

7. On October 8, 2001, Four Seasons notified Plaintiff that the materials for this job would be shipped approximately the week of December 3, 2001. Mr. Rebo notified Four Seasons that Plaintiff would accept the materials sooner if this was in any way possible.

8. On or about December 11, 2001, Plaintiff was notified by Four Seasons that the materials were scheduled to load on December 12, 2001.

9. On or about December 14, 2001, Plaintiff received the materials for the Defendants' job from Four Seasons.

10. On December 17, 2001, Plaintiff's installation crew went to Defendants' South Street

Botanicals site to start installation. Plaintiff's installation crew was instructed to collect forty-five (45%) percent of \$9,900.00, the payment due the day installation commenced. Because the Defendants did not make this payment on December 17, 2001, Plaintiff's installer called Plaintiff's Production Manager, Martin Rebo. Due to the shipping delay and the possibility of weather delay, Mr. Rebo instructed the crew to proceed with the installation and to collect the payment on the following day.

11. On December 18, 2001, Plaintiff's installer was again unable to collect the commencement payment. Again, Mr. Rebo had the crew proceed with installation. Also at this time, some non-glass pieces of material were discovered missing and Mr. Rebo ordered them from Four Seasons via overnight shipping.

12. On or about December 19, 2001, Plaintiff's Production Manager, Mr. Rebo spoke to Brady Buehler, who informed him that her father would take care of the payment, but was out of town until January 3, 2002. In good faith, Mr. Rebo proceeded with the installation.

13. On December 28, 2001 the installation was completed but Plaintiff's crew was still unable to collect the commencement payment or the final payment.

14. Upon trying to collect payment, Plaintiff's Controller was informed by Brady Buehler that there were a few items that needed attention, such as short miter, some scratches on the joints, and some caulking needing redone. Plaintiff's Production Manager, Mr. Rebo arranged for a crew to be dispatched. When the crew arrived, it was discovered that additional equipment was needed.

15. Plaintiff's Production Manager, Mr. Rebo tried to schedule service again with the additional equipment but was unable to get Mr. Buehler to take his phone calls.

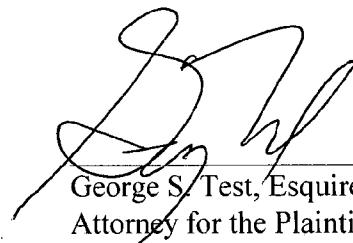
16. Plaintiff tried once more to schedule a service crew to do the service and collect the full balance due. On August 21, 2002, Plaintiff's Sales Administrator telephoned Larry

Buehler. When asked, "Who is calling?" and upon being given Plaintiff's company name, Plaintiff's Sales Administrator was informed that Mr. Buehler was out of town and it was not known when he would be returning. Plaintiff's Sales Administrator requested that Mr. Larry Buehler return his call, but a return call was never received.

17. Defendants agreed in writing to make a payment in the amount of forty-five (45%) percent of the amount due the date installation commenced.

- a. Plaintiff commenced installation on the first work day after the enclosure materials were delivered from Four Seasons, the manufacturer. Reasons for possible delay of work are listed on Plaintiff's signed contract.
- b. A payment in the amount of forty-five (45%) percent or \$9,900.00 was due Plaintiff the day installation commenced. Plaintiff proceeded with installation per signed written contract and change order. Defendants have not made this payment.
- c. Defendants have also failed and refused to pay the balance of the contract price which is \$6,675.00.

WHEREFORE, Plaintiff demands judgment against Defendants in the amount of \$16,575.00 together with interest and costs.



George S. Test, Esquire
Attorney for the Plaintiff

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Centre

} SS:
}

AFFIDAVIT

On this, the 10th day of October, 2003 before me, a Notary Public, personally appeared **ROBERT J. SHOWERS**, President of BOB SHOWERS WINDOWS & SUNROOMS, the Plaintiff herein and acknowledges that he has read the foregoing Amended Complaint and that the statements made therein are true and correct to the best of his information and belief.

BOB SHOWERS WINDOWS & SUNROOMS

By: Robert J. Showers

Robert J. Showers
President

SWORN TO and SUBSCRIBED
before me, this 10th day of
October, 2003.

Robin M. Gray
N. P.

Notarial Seal
Robin M. Gray, Notary Public
Decatur Twp., Centre County
My Commission Expires Jan. 10, 2005



EXHIBIT A

BOB SHOWERS

WINDOWS & SUNROOMS, INC.

901 N. Front St. • Philipsburg, PA 16866

1-(800) 948-4262

www.bobshowers.com

Kitchens, Vinyl Decks, Basement Remodeling

Name: *Ridgway Associates*
Mailing Addr: *260 W. Main St.*
Street Addr: *Philipsburg, PA 16866*
City/St/Zip: *Ridgway PA 15853*

Home Phone: *814 772-9670*

Day Phone: *814 772-9670* (His/Hers)

Best time to contact: *8:00 AM - 4:00 PM* (His/Hers)

E Mail: *[Redacted]*

DESCRIPTION OF WORK AGREED UPON:

We propose to provide and install the following:

1. A Four Seasons Fisher Skylight, pyramid, Model # SPY-12P7 with MC-22 glass. 12'6" x 12'6" (6 $\frac{1}{2}$ x 6 $\frac{1}{2}$)
2. Also install glass knee wall with all MC 56 glass. Approx 24" tall, 12'6" x 12'6", all thermally broken extrusions and counter flashed over existing frame work (frame to be 12'5" x 12'5" to allow any variances)
3. Clean up daily & all architectural grade products used

Terms: 55% down (9493)
45% day start (12206)
20% on final day of completion
due to installers (5425)

List Price - \$37629
MP Sale - \$31724
Adv 3x1 - \$28552
TCPH - \$27124

Charles R. Royer Jr.

SALESPERSON SIGNATURE/EXT.

PACKAGE VALUE \$

0000000000

GRIDS/MUNTINS

GLASS OPTIONS

VINYL COLOR

white ext

HOMEOWNER IS RESPONSIBLE FOR SECURING BUILDING PERMIT
HOMEOWNER IS RESPONSIBLE FOR ALL PAINTING and/or STAINING

CONTRACT TOTAL \$ *27124*

DEPOSIT TOTAL \$ *5425*

BALANCE DUE \$ *21699*

ACCEPTANCE OF PROPOSAL - The prices, specifications, and conditions on the front and rear of this agreement is hereby accepted. Bob Showers Windows is authorized to do the work as specified. Payment in full is to be made at time of completion of job to installers.

Ridgway Associates Inc.

John R. Royer Jr.

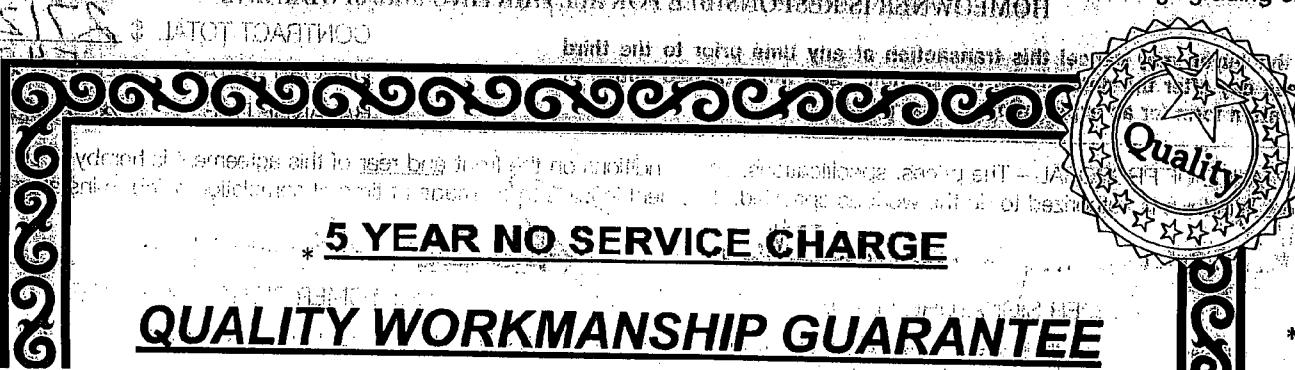
CUSTOMER SIGNATURE / DATE

CUSTOMER SIGNATURE / DATE

Owner agrees to pay the balance to the installers on the final day of installation. In the event of minor defects, a lost or damaged screen, a glass insert, etc., the owner may withhold

ADDITIONAL TERMS AND CONDITIONS

1. WINDOW JOBS ARE SCHEDULED 5½ - 6 ½ WEEKS FROM THE DATE OF DEPOSIT. MAY VARY DUE TO UNFORESEEN CIRCUMSTANCES LIKE: Weather delays, Manufacturing shipping delays, reordering of materials, change orders, etc.
2. ENCLOSURE AND BASEMENT JOBS ARE SCHEDULED 8 - 10 WEEKS FROM DATE OF DEPOSIT. KITCHEN JOBS ARE SCHEDULED 6-8 WEEKS FROM DATE OF DEPOSIT. MAY VARY DUE TO UNFORESEEN CIRCUMSTANCES LIKE: Weather delays, Manufacturing shipping delays, reordering of materials, change orders, etc.
3. The contractor is authorized to make openings and if specified will close all such openings. Closing openings will leave visible traces. The contractor cannot guarantee to match the colors of the old materials.
4. It is not to be assumed that options or details suggested or offered by a member of our company are included if they are not specifically noted in writing.
5. Wood stops may be included with windows or doors. Painting and/or staining is NOT INCLUDED.
6. The contractor is NOT responsible for any painting or staining.
7. It is the customer's responsibility to obtain all necessary building permits prior to installation scheduling.
8. Permission is given by customer to use name and /or photos for marketing purposes.
9. Permission is given by customer to put job sign in yard for approximately 3 weeks.
10. We reserve the right to substitute similar or greater quality materials.
11. Our workers are covered by Workman's Compensation Insurance.
12. Contract price reflects 4% cash discount. VISA /MASTER CHARGE payments nullify any cash discounts.
13. The contractor is not responsible for any defects on the products, see manufacturers warranty for product coverage.
14. Bob Showers Windows does not assume liability for any pre-existing conditions over which it has no control such as, but not limited to, the misalignment of Customer(s) present window or door frames, settlement of the building and condensation conditions. Condensation literature is available upon request.
15. It is agreed that all promises, understandings and agreements of any kind pertaining to this agreement, not mentioned herein are hereby expressly waived and it is agreed that said instrument(s) shall constitute the entire agreement between the parties, and shall not be modified in any manner except in writing, signed by both parties. It is further understood and agreed that the rights and liabilities herein given to or imposed upon either of the parties, shall extend to the successors, executors, administrators and assigns, of such parties, as though they were in each case named.
16. A. If I end the contract without the Company's consent, and after the cancellation time allowed by law (3 business days) have ended, than I am in breach of contract and I must pay to Bob Showers Windows as liquidated damages 25% of the balance, of the cash contract: price.
B. If the Company begins work (partial performance), which includes the ordering of materials, then I must pay a proportion of the contract price for any work performed plus 25% of the balance of the cash contract: price.
17. Bob Showers Windows agrees to provide service on workmanship without charge for 5 Years from the date of purchase. The service must be performed by a representative of Bob Showers Windows between the hours of 8:00 a.m. and 4:00 p.m. on weekdays. If service is requested after the 5 year period or not according to the warranty issued by the manufacturer, then there will be a service charge priced at the prevailing labor rates. I, the customer, acknowledge that Bob Showers Windows has not made any other representations regarding Installation and service.
18. Wood foil laminate windows accept stain differently than wood. Instructions are available upon request. Base vinyl color will show at welds. Jamb color will be woodtone vinyl, white vinyl, or earthtone vinyl. (Varies by model and color of window.)
19. Vycap Safari brown windows are very dark, almost black. If I have chosen this color I have seen a sample.
20. Standard list prices apply. Any additional special offers or promotions are not available unless specified in this written agreement.
21. Owner agrees to submit to the jurisdiction of the Court of Common Pleas, Clearfield County, Pennsylvania, for the purpose of resolving any claims or disputes arising out of this agreement. Owner specifically authorizes Bob Showers Windows & Sunrooms, Inc. to initiate suit against owner in the Court of Common Pleas, Clearfield, Pennsylvania, should a dispute arise concerning this agreement or the materials and workmanship provided incident hereto. Conversely, any suit filed by owner must be initiated in the Court of Common Pleas, Clearfield County, Pennsylvania.
22. Any Finance programs provided through Bob Showers are pending credit approval.
23. Any Exterior work requiring alteration of landscaping does not include finish landscaping. It will include rough grading only.



*ask for
details



EXHIBIT B

BOB SHOWERS

WINDOWS & SUNROOMS, INC.

901 N. Front St. • Philipsburg, PA 16866

1-(800) 948-4262

www.bobshowers.com

Kitchens, Vinyl Decks, Basement Remodeling

FAX (814) 342-5682

Name: Ridgeway Assoc
Mailing Addr:
Street Addr:
City/St/Zip:

Home Phone: 722-9670	
Day Phone	(His/Hers)
Best time to contact:	(His/Hers)
E Mail:	

DESCRIPTION OF WORK AGREED UPON:

Make Change to existing contract:

1. Eliminate 2' high glass kneewall that was
to support glass skylight

Credit - ~~722-9670~~
(total - parts + labor)

As per Bob, total contract
at \$32,000

Credit - 5124

Charlie T. Coughlin
SALESPERSON SIGNATURE/EXT.

PACKAGE VALUE \$

GRIDS/MUNTINS	GLASS OPTIONS	VINYL COLOR
---------------	---------------	-------------

HOMEOWNER IS RESPONSIBLE FOR SECURING BUILDING PERMIT
HOMEOWNER IS RESPONSIBLE FOR ALL PAINTING AND/OR STAINING

- 5124

You, the buyer, may cancel this transaction at any time prior to the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.

CONTRACT TOTAL \$

DEPOSIT TOTAL \$

BALANCE DUE \$

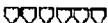
ACCEPTANCE OF PROPOSAL - The prices, specifications, and conditions on the front and back of this agreement is hereby accepted. Bob Showers Windows is authorized to do the work as specified. Payment in full is to be made at time of completion of job to installers.

*Bob Showers back to 814 342 5682
for Harry Rues for per L. Bubba 9/21/07*

CUSTOMER SIGNATURE / DATE

CUSTOMER SIGNATURE / DATE

Owner agrees to pay the balance to the installers on the final day of installation. In the event of minor defects, a lost or damaged screen, a glass insert, etc., the owner may withhold 5% of the contract balance until such defects or omissions are corrected.



FILED NO
CC
OCT 13 2008
2008
William A. Shaw
Prothonotary/Clerk of Courts

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

BOB SHOWERS WINDOWS
& SUNROOMS,

Plaintiff/Appellee

*

No.: 03-765-CD

vs.

RIDGWAY ASSOCIATES,
LARRY BUEHLER and
JAMES BUEHLER,

Defendants/Appellants

*

*

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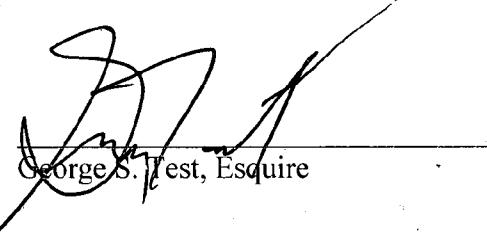
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CERTIFICATE OF SERVICE

The undersigned, George S. Test, Esquire hereby certifies that he has served a true and correct copy of the Amended Complaint in the above captioned matter via first class mail, postage prepaid in Philipsburg, Pennsylvania, on October 10, 2003, addressed to the following:

Terry R. Heeter, Esquire
The Kooman Law Firm
Marianne Professional Center
P. O. Box 700
Clarion, PA 16214-0700


George S. Test, Esquire

GEORGE S. TEST
ATTORNEY-AT-LAW
PHILIPSBURG, PA

FILED

OCT 13 2003

William A. Shaw
Prothonotary/Clerk of Courts

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OCT 13 2003
Clerk
W.A. Shaw
Prothonotary/Clerk of Courts


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

BOB SHOWERS WINDOWS
& SUNROOMS,
Plaintiff/Appellee

*
* No.: 03-765-CD
*
*

vs.

RIDGWAY ASSOCIATES,
LARRY BUEHLER and
JAMES BUEHLER,
Defendants/Appellants

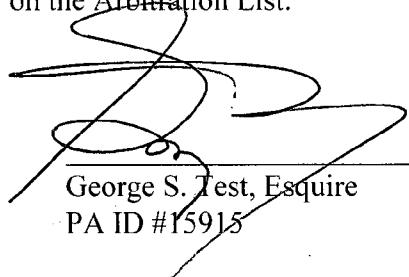
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PRAECIPE

TO THE PROTHONOTARY:

Please place the above captioned matter on the Arbitration List.

Date: 9-29-04


George S. Test, Esquire
PA ID #15915

GEORGE S. TEST
ATTORNEY-AT-LAW
PHILIPSBURG, PA

FILED
in 1032 in Nolle
copy to CA
OCT 01 2004

William A. Shaw
Prothonotary

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

BOB SHOWERS WINDOWS & :
SUNROOMS :
vs. : No. 03-765-CD
RIDGWAY ASSOCIATES, LARRY :
BUEHLER and JAMES BUEHLER :
5

ORDER

NOW, this 12th day of November, 2004, it is the ORDER of the Court
that the above-captioned matter is scheduled for Arbitration on Tuesday, January 25, 2005
at 1:00 P.M. in the Conference/Hearing Room, 2nd Floor, Clearfield County Courthouse,
Clearfield, PA. The following have been appointed as Arbitrators:

Richard H. Milgrub, Esquire, Chairman

Girard Kasubick, Esquire

Mark A. Falvo, 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
in enclosed as well as a copy of said Local Rule of Court.

Please report to the Court Administrator's Office. You will be directed from there
where this Arbitration will be held.

BY THE COURT:


FREDRIC J. AMMERMAN
President Judge

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WILLIAM A. SHAW
Prothonotary

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

BOB SHOWERS WINDOWS & :
SUNROOMS :
vs. : No. 03-765-CD
RIDGWAY ASSOCIATES, LARRY :
BUEHLER and JAMES BUEHLER :
PA

ORDER

NOW, this 19th day of November, 2004, Attorney Richard H. Milgrub having advised that Court that he now has a conflict with the above-captioned matter currently scheduled for Arbitration on January 25, 2005, it is the ORDER of the Court that Andrew J. Lovette, Esquire be and is hereby appointed to sit as an Arbitrator. The Board is as follows:

Girard Kasubick, Esquire, Chairman

Mark A. Falvo, Esquire

Andrew J. Lovette, Esquire

FILED ^{EOK}
10/4/2004 cc
NOV 19 2004

William A. Shaw
Prothonotary/Clerk of Courts

BY THE COURT:

FREDRIC J. AMMERMAN
President Judge

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

BOB SHOWERS WINDOWS
& SUNROOMS,

Plaintiff/Appellee

*

* No.: 03-765-CD

vs.

RIDGWAY ASSOCIATES,
LARRY BUEHLER and
JAMES BUEHLER,

Defendants/Appellants

*

*

*

*

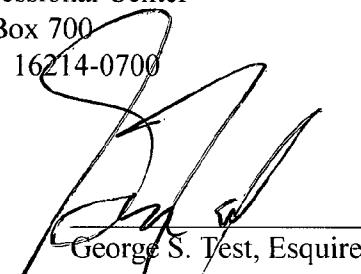
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CERTIFICATE OF SERVICE

The undersigned, George S. Test, Esquire hereby certifies that he has served a true and correct copy of the Motion to Continue Arbitration in the above captioned matter via first class mail, postage prepaid in Philipsburg, Pennsylvania, on January 20, 2005 addressed to the following:

Terry R. Heeter, Esquire
The Kooman Law Firm
Marianne Professional Center
P. O. Box 700
Clarion, PA 16214-0700



George S. Test, Esquire

GEORGE S. TEST
ATTORNEY-AT-LAW
PHILIPSBURG, PA

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JAN 24 2005

Printed by Clerk of Courts

11-0717 IMPACT CO.

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FILED

JAN 24 2005

William A. Straw
Prothonotary/Clerk of Courts

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

BOB SHOWERS WINDOWS
& SUNROOMS,
Plaintiff/Appellee

vs.

RIDGWAY ASSOCIATES,
LARRY BUEHLER and
JAMES BUEHLER,
Defendants/Appellants

*
* No.: 03-765-CD
*
* **Motion to Continue Arbitration**

Filed on behalf of Plaintiff:
Bob Showers Windows & Sunrooms

George S. Test, Esquire
P. O. Box 706
Philipsburg, PA 16866-0706
(814) 342-4640

PA I.D. No. 15915

GEORGE S. TEST
ATTORNEY-AT-LAW
PHILIPSBURG, PA

FILED NO 15915
JAN 24 2005
cc

William A. Shaw
Prothonotary/Clerk of Courts

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

BOB SHOWERS WINDOWS *
& SUNROOMS, * No.: 03-765-CD
Plaintiff/Appellee *

VS. *

RIDGWAY ASSOCIATES,
LARRY BUEHLER and
JAMES BUEHLER,
Defendants/Appellants

MOTION

Please continue the Arbitration scheduled in the above matter.

Date: 1-21-03

George S. Test, Esquire

GEORGE S. TEST
ATTORNEY-AT-LAW
PHILIPSBURG, PA

FILED

JAN 24 2005

William A. Shaw
Prothonotary/Clerk of Courts

67

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

BOB SHOWERS WINDOWS
& SUNROOMS,
Plaintiff/Appellee

*
* No.: 03-765-CD
*

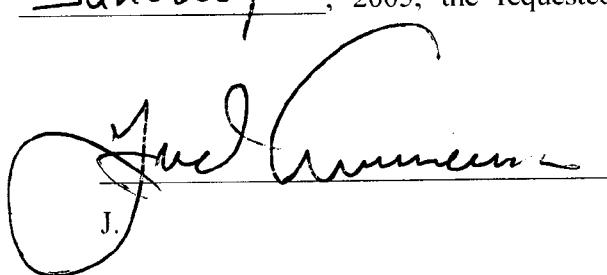
vs.

RIDGWAY ASSOCIATES,
LARRY BUEHLER and
JAMES BUEHLER,
Defendants/Appellants

*
*
*
*

ORDER

AND, NOW, this 24 day of January, 2005, the requested
continuance is granted.



J. William A. Shaw

GEORGE S. TEST
ATTORNEY-AT-LAW
PHILIPSBURG, PA

FILED ^{6th}
01/24/2005 Atty Test
JAN 24 2005

William A. Shaw
Prothonotary/Clerk of Courts

Arb 6-7-05

THE KOOMAN LAW FIRM
MARIANNE PROFESSIONAL CENTER
P.O. BOX 700
CLARION, PENNSYLVANIA 16214

RICHARD W. KOOMAN, II
TERRY R. HEETER

TELEPHONE (814) 226-9100
FACSIMILE (814) 226-7361

May 27, 2005

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

IN RE: Bob Showers Window & Sunrooms, Inc.
v. Ridgway Associates, et al.
Clearfield County No. 03-765-CD

Dear Court Administrator Meholick:

Enclosed is the Pre-Trial Statement to be filed on behalf of the defendants, Ridgway Associates, Larry Buehler and James Buehler, in the above referenced matter. By a copy of this correspondence, I certify that a true and correct copy of the pretrial statement has been served on each member of the arbitration board.

Thank you for your assistance. If you have any questions concerning this filing, do not hesitate to contact me.

Very truly yours,


Terry R. Heeter

jc
#20116

RECEIVED

Enclosure

cc: George S. Test, Esquire
Michael P. Yeager, Esquire, Chairman
Andrew P. Gates, Esquire
Mark A. Falvo, Esquire
Brandy Buehler (w/out enc.)
Robert M. Hebble (w/out enc.)
Amy Ellis (w/out enc.)

MAY 27 2005

COURT ADMINISTRATOR'S
OFFICE

CH

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BOB SHOWERS WINDOW & : CIVIL ACTION - LAW
SUNROOMS, INC., :
Plaintiff : No. 03-765-CD
v. :
: TYPE OF CASE: CIVIL
:
RIDGWAY ASSOCIATES, LARRY : TYPE OF DOCUMENT:
BUEHLER and JAMES BUEHLER, : Pre-Trial Statement
Defendants :
: FILED ON BEHALF OF:
: Ridgway Associates, Larry Buehler
: and James Buehler, Defendants
:
: COUNSEL OF RECORD FOR THIS PARTY:
: Terry R. Heeter
: Supreme Court No. 52750
:
: The Kooman Law Firm
: Marianne Professional Center
: P.O. Box 700
: Clarion, PA 16214
: (814) 226-9100

jc
#20116

RECEIVED

MAY 27 2005

COURT ADMINISTRATOR'S
OFFICE

BOB SHOWERS WINDOWS : IN THE COURT OF COMMON PLEAS OF
& SUNROOMS, : CLEARFIELD COUNTY, PENNSYLVANIA
Plaintiff :
v. :
: CIVIL ACTION - LAW
RIDGWAY ASSOCIATES, LARRY :
BUEHLER and JAMES BUEHLER, :
Defendants : No. 03 - 765 - CD

PRE-TRIAL STATEMENT

AND NOW, comes the defendants, **RIDGWAY ASSOCIATES, LARRY BUEHLER and JAMES BUEHLER**, by and through their attorney, Terry R. Heeter, and files this pre-trial statement:

1. A brief statement of the case (or defense):

Plaintiff performed work for defendant pursuant to the contract marked as Exhibit "A". Disputes arose between plaintiff and defendant as to the quality of the work. Pursuant to terms of the letters marked as Exhibit "B" and "C", plaintiff and defendant settled this case.

2. Citation to applicable case or statutes:

None.

3. List of witnesses:

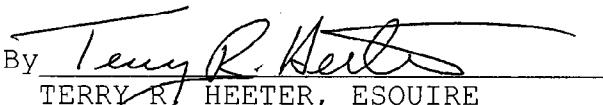
Terry R. Heeter, Esquire
George S. Test, Esquire
All person listed in plaintiff's pre-trial statement.

4. State of damages and copies of those bills which the party intends to offer:

None.

Defendant will offer the January 17, 2005 and January 26, 2005 letters.

Respectfully submitted,

By 
TERRY R. HEETER, ESQUIRE
Attorney for Defendants
The Kooman Law Firm
Marianne Professional Center
P.O. Box 700
Clarion, PA 16214
(814) 226-9100

TRH/jc
#20116

BOB-SHOWERS

WINDOWS & SUNROOMS, INC.

901 N. Front St. • Philipsburg, PA 16866

1-(800) 948-4262

www.bobshowers.ca

Kitchens, Vinyl Decks, Basement Remodeling

Name: <i>Ridgway Associates</i>
Mailing Addr: <i>260 W. Main St.</i>
Street Addr:
City/St/Zip: <i>Ridgway PA 15853</i>

Home Phone: <i>814 772-9670</i>
Day Phone: <i>(His/He</i>
Best time to contact: <i>(His/He</i>
E Mail:

DESCRIPTION OF WORK AGREED UPON:

We propose to provide and install the following:

- 1 A Four Seasons Fisher Skylight pyramid, Model # SPY-12P7 with MC-22 glass 12'6" x 12'6" (6'3" x 12')
- 2 Also install glass knee wall with all MC 56 glass Approx 24" tall, 12'6" x 12'6", all thermally broken extrusions and counter flashed over existing frame work (frame to be 12'5" x 12'5" to allow any variances)
- 3 Clean up daily & all architectural grade products used

Terms: 55% down (9493)
 45% day start (12206)
 20% on final day of completion
 due to installers (5425)

Line Price - \$37629
 Tax Sale - \$31724
 Adv Spx1 - \$28552
 TCPD - \$37124

Charles R. Croyle Jr.
 SALESPERSON SIGNATURE/EXT.

PACKAGE VALUE \$

GRIDS/MUNTINS	GLASS OPTIONS	VINYL COLOR
		<i>white</i>

HOMEOWNER IS RESPONSIBLE FOR SECURING BUILDING PERMIT
 HOMEOWNER IS RESPONSIBLE FOR ALL PAINTING and/or STAINING

CK#

27124

You, the buyer, may cancel this transaction at any time prior to the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.

CONTRACT TOTAL \$ *27124*
 DEPOSIT TOTAL \$ *5425*
 BALANCE DUE \$ *21699*

ACCEPTANCE OF PROPOSAL - The prices, specifications, and conditions on the front and rear of this agreement is hereby accepted. Bob Showers Windows is authorized to do the work as specified. Payment in full is to be made at time of completion of job to installers.

Ridgway Associates

CUSTOMER SIGNATURE / DATE

John R. Miller

CUSTOMER SIGNATURE / DATE

Owner agrees to pay the balance to the installers on the final day of installation. In the event of minor defects, a lost or damaged screen, a glass insert, etc., the owner may withhold 5% of the contract balance until such defects or omissions are corrected.

BOB SHOWERS

WINDOWS & SUNROOMS, INC.

901 N. Front St. • Philipsburg, PA 16866

1-(800) 948-4262

www.bobshowers.co

Kitchens, Vinyl Decks, Basement Remodeling

FAX (814) 342-5682

Name: <u>Ridgway Assoc</u>
Mailing Addr:
Street Addr:
City/St/Zip:

Home Phone:	<u>772-9670</u>
Day Phone:	(His/Her)
Best time to contact:	(His/Her)
E Mail:	

DESCRIPTION OF WORK AGREED UPON:

Make Change to existing contract:

1. Eliminate 2' high glass kneewall that was
to support glass skylight

Credit - [REDACTED]
(total - parts & labor)

As per Bob, total contract
at \$22,000

Credit - 5124

Charlie R. Cross Jr.

SALESPERSON SIGNATURE/EXT.

PACKAGE VALUE \$

GRIDS/MUNTINS	GLASS OPTIONS	VINYL COLOR

HOMEOWNER IS RESPONSIBLE FOR SECURING BUILDING PERMIT
HOMEOWNER IS RESPONSIBLE FOR ALL PAINTING and/or STAINING

- 5124

"You, the buyer, may cancel this transaction at any time prior to the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right."

CONTRACT TOTAL \$

DEPOSIT TOTAL \$

BALANCE DUE \$

ACCEPTANCE OF PROPOSAL - The prices, specifications, and conditions on the front and rear of this agreement is hereby accepted. Bob Showers Windows is authorized to do the work as specified. Payment in full is to be made at time of completion of job to installers.

Sign & fax back to 814 342 5682

CUSTOMER SIGNATURE / DATE

CUSTOMER SIGNATURE / DATE

Owner agrees to pay the balance to the installers on the final day of installation. In the event of minor defects, a lost or damaged screen, a glass insert, etc., the owner may withhold 5% of the contract balance until such defects or omissions are corrected.

ADDITIONAL TERMS AND CONDITIONS

1. WINDOW JOBS ARE SCHEDULED 5½ - 6 ½ WEEKS FROM THE DATE OF DEPOSIT. MAY VARY DUE TO UNFORESEEN CIRCUMSTANCES LIKE: Weather delays, Manufacturing shipping delays, reordering of materials, change orders, etc.
2. ENCLOSURE AND BASEMENT JOBS ARE SCHEDULED 8 - 10 WEEKS FROM DATE OF DEPOSIT. KITCHEN JOBS ARE SCHEDULED 6-8 WEEKS FROM DATE OF DEPOSIT. MAY VARY DUE TO UNFORESEEN CIRCUMSTANCES LIKE: Weather delays, Manufacturing shipping delays, reordering of materials, change orders, etc.
3. The contractor is authorized to make openings and if specified will close all such openings. Closing openings will leave visible traces. The contractor cannot guarantee to match the colors of the old materials.
4. It is not to be assumed that options or details suggested or offered by a member of our company are included if they are not specifically noted in writing.
5. Wood stops may be included with windows or doors. Painting and/or staining is NOT INCLUDED.
6. The contractor is NOT responsible for any painting or staining.
7. It is the customer's responsibility to obtain all necessary building permits prior to installation scheduling.
8. Permission is given by customer to use name and /or photos for marketing purposes.
9. Permission is given by customer to put job sign in yard for approximately 3 weeks.
10. We reserve the right to substitute similar or greater quality materials.
11. Our workers are covered by Workman's Compensation Insurance.
12. Contract price reflects 4% cash discount. VISA/MASTER CHARGE payments nullify any cash discounts.
13. The contractor is not responsible for any defects on the products, see manufacturers warranty for product coverage.
14. Bob Showers Windows does not assume liability for any pre-existing conditions over which it has no control such as, but not limited to, the misalignment of Customer(s) present window or door frames, settlement of the building and condensation conditions. Condensation literature is available upon request.
15. It is agreed that all promises, understandings and agreements of any kind pertaining to this agreement, not mentioned herein are hereby expressly waived and it is agreed that said instrument(s) shall constitute the entire agreement between the parties and shall not be modified in any manner except in writing, signed by both parties. It is further understood and agreed that the rights and liabilities herein given to or imposed upon either of the parties, shall extend to the successors, executors, administrators and assigns, of such parties, as though they were in each case named.
16. A. If I end the contract without the Company's consent, and after the cancellation time allowed by law (3 business days) have ended, than I am in breach of contract and I must pay to Bob Showers Windows as liquidated damages 25% of the balance, of the cash contract price.
B. If the Company begins work (partial performance), which includes the ordering of materials, then I must pay a proportion of the contract price for any work performed plus 25% of the balance of the cash contract price.
17. Bob Showers Windows agrees to provide service on workmanship without charge for 5 Years from the date of purchase. The service must be performed by a representative of Bob Showers Windows between the hours of 8:00 a.m. and 4:00 p.m. on weekdays. If service is requested after the 5 year period or not according to the warranty issued by the manufacturer, then there will be a service charge priced at the prevailing labor rates. I, the customer, acknowledge that Bob Showers Windows has not made any other representations regarding installation and service.
18. Wood foil laminate windows accept stain differently than wood. Instructions are available upon request. Base vinyl color will show at welds. Jamb color will be woodtone vinyl, white vinyl, or earthtone vinyl. (Varies by model and color of window.)
19. Vycap Safari brown windows are very dark, almost black. If I have chosen this color I have seen a sample.
20. Standard list prices apply. Any additional special offers or promotions are not available unless specified in this written agreement.
21. Owner agrees to submit to the jurisdiction of the Court of Common Pleas, Clearfield County, Pennsylvania, for the purpose of resolving any claims or disputes arising out of this agreement. Owner specifically authorizes Bob Showers Windows & Sunrooms, Inc. to initiate suit against owner in the Court of Common Pleas, Clearfield, Pennsylvania, should a dispute arise concerning this agreement or the materials and workmanship provided incident hereto. Conversely, any suit filed by owner must be initiated in the Court of Common Pleas, Clearfield County, Pennsylvania.
22. Any Finance programs provided through Bob Showers are pending credit approval.
23. Any Exterior work requiring alteration of landscaping does not include finish landscaping. It will include rough grading only.

* **5 YEAR NO SERVICE CHARGE**

QUALITY WORKMANSHIP GUARANTEE

*ask for
details



THE KOOMAN LAW FIRM
MARIANNE PROFESSIONAL CENTER
P.O. BOX 700
CLARION, PENNSYLVANIA 16214

RICHARD W. KOOMAN, II
TERRY R. HEETER

TELEPHONE (814) 226-9100

FACSIMILE (814) 226-7361

Writer's email: theeter@koomanlaw.com

Website: koomanlaw.com

January 17, 2005

George S. Test, Esquire
P.O. Box 706
Philipsburg, PA 16866

IN RE: Bob Showers Windows & Sunrooms v. Ridgway Associates
Clearfield County No. 2003-765-CD

Dear George:

Pursuant to your April 21, 2004 letter, I have received the authority to settle as follows:

1. \$8,000 will be paid immediately to your client;
2. \$7,000 will be held in escrow until the remedial work is finished;
3. You and I and one representative from our respective clients will meet this Friday morning at Ridgway Associates to confirm the remedial work;
4. On Friday, we will set the date by when the remedial work will be completed;
5. If any disputes arise as to the quality of the remedial work, you and I will meet on site to resolve any such dispute; and
6. Once the remedial work is finished, the remaining \$7,000 escrow proceeds will be delivered to your client.

I would like to meet you and your representative at Ridgway Associates between 10:00 and 11:00 a.m. on Friday, January 21, 2005.

George S. Test, Esquire
January 17, 2005
Page 2

If you have any questions in regard to this matter, do not hesitate to contact me.

Very truly yours,


Terry R. Heeter

TRH/jc:0221r
#20116

Enclosures

cc: Robert M. Hebble, Esquire

THE KOOMAN LAW FIRM
MARIANNE PROFESSIONAL CENTER
P.O. BOX 700
CLARION, PENNSYLVANIA 16214

RICHARD W. KOOMAN, II
TERRY R. HEETER

TELEPHONE (814) 226-9100

FACSIMILE (814) 226-7361

Writer's email: theeter@koomanlaw.com

Website: koomanlaw.com

January 26, 2005

George S. Test, Esquire
P.O. Box 706
Philipsburg, PA 16866

IN RE: Bob Showers Windows & Sunrooms v. Ridgway Associates
Clearfield County No. 2003-765-CD

Dear George:

This letter will confirm the agreement reached at our meeting on Tuesday, January 25, 2005.

1. The seams at the hip bars need to be resolved. Martin indicated that this can be solved with caulking. He will have one joint caulked for inspection and approval by Brandy before moving on to the remaining joints. If the caulking is not acceptable, we will need to confirm another procedure to solve this problem;
2. The stickers will be removed;
3. The scratches will be painted;
4. The excessive caulk on the exterior will be removed;
5. The windows will be checked for leaks and corrected;
6. Bob Showers will move the display tables and return them to their original locations once the work has been finished; and
7. Brandy Buhler will notify Martin Rebo once the roof has thawed and the work can commence.

George S. Test, Esquire
January 26, 2005
Page 2

If I have not stated the outcome of our meeting accurately,
please respond with your comments by February 10, 2005.

If you have any questions in regard to this matter, do not
hesitate to contact me.

Very truly yours,


Terry R. Heeter

TRH/jc:0230r
#20116

cc: Robert M. Hebble, Esquire ✓ *emailed*

BOB SHOWERS WINDOW & : IN THE COURT OF COMMON PLEAS OF
SUNROOMS, INC., : CLEARFIELD COUNTY, PENNSYLVANIA
Plaintiff :
v. :
: CIVIL ACTION - LAW
RIDGWAY ASSOCIATES, LARRY :
BUEHLER and JAMES BUEHLER, :
Defendants : No. 03-765-CD

CERTIFICATE OF SERVICE

I hereby certify that I have this 27th day of May, 2005, served the foregoing Pre-Trial Statement by depositing a true and correct copy of the same in the United States mail, postage paid, at Clarion, Pennsylvania, addressed to the following:

GEORGE S. TEST, ESQUIRE
203 North Front Street
P.O. Box 706
Philipsburg, PA 16866-0706

Respectfully submitted,

By Terry R. Heeter
TERRY R. HEETER, ESQUIRE
The Kooman Law Firm
Attorney for Defendants
Marianne Professional Center
P.O. Box 700
Clarion, PA 16214
(814) 226-9100

jc
#20116

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

BOB SHOWERS WINDOWS :
& SUNROOMS :
vs. : No. 03-765-CD
RIDGWAY ASSOCIATES, LARRY :
BUEHLER and JAMES BUEHLER :

62
FILED 5cc
0/10/56000
APR 22 2005
CJA

William A. Shaw
Prothonotary/Clerk of Courts

ORDER

NOW, this 21st day of April, 2005, it is the ORDER of the Court that the above-captioned matter is scheduled for Arbitration on Tuesday, June 7, 2005 at 9:00 A.M. in the Conference/Hearing Room No. 3, 2nd Floor, Clearfield County Courthouse, Clearfield, PA. The following have been appointed as Arbitrators:

Michael P. Yeager, Esquire, Chairman

Andrew P. Gates, Esquire

Mark A. Falvo, 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.

BY THE COURT:


FREDRIC J. AMMERMAN
President Judge

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

BOB SHOWERS WINDOWS
& SUNROOMS,

Plaintiff/Appellee

*
* No.: 03-765-CD
*
*

vs.

* PRAECIPE
*
*

RIDGWAY ASSOCIATES,
LARRY BUEHLER and
JAMES BUEHLER,

Defendants/Appellants

Filed on behalf of Plaintiff:
Bob Showers Windows & Sunrooms

George S. Test, Esquire
P.O. Box 706
Philipsburg, PA 16866-0706
(814) 342-4640

PA I.D. No. 15915

GEORGE S. TEST
ATTORNEY-AT-LAW
PHILIPSBURG, PA

FILED No CC
M 14 00001 Cert. of Disc.
JUN 06 2005 to Atty Test
William A. Shaw
Prothonotary/Clerk of Courts

copy to CIA
60

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

BOB SHOWERS WINDOWS
& SUNROOMS,
Plaintiff/Appellee

vs.

RIDGWAY ASSOCIATES,
LARRY BUEHLER and
JAMES BUEHLER,
Defendants/Appellants

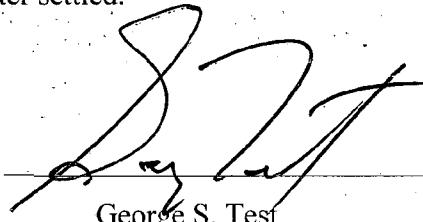
*
* No.: 03-765-CD
*
*

* PRAECIPE
*
*

PRAECIPE

TO: THE PROTHONOTARY

Please mark the above captioned matter settled.



George S. Test

Attorney for the Plaintiff

GEORGE S. TEST
ATTORNEY-AT-LAW
PHILIPSBURG, PA

FILED

JUN 06 2005

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

Copy

CIVIL DIVISION

Bob Showers Windows & Sunrooms, Inc.

Vs.
Ridgway Associates
Larry Buehler
James Buehler

No. 2003-00765-CD

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on June 6, 2005, marked:

Settled

Record costs in the sum of \$105.00 have been paid in full by George S. Test, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 6th day of June A.D. 2005.

William A. Shaw, Prothonotary

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

C4

BOB SHOWERS WINDOWS
& SUNROOMS,
Plaintiff/Appellee

vs.

RIDGWAY ASSOCIATES,
LARRY BUEHLER and
JAMES BUEHLER,
Defendants/Appellants

No.: 03-765-CD

PETITION TO ENFORCE
SETTLEMENT

Filed on behalf of Plaintiff:
Bob Showers Windows & Sunrooms

George S. Test, Esquire
P. O. Box 706
Philipsburg, PA 16866-0706
(814) 342-4640

PA I.D. No. 15915

GEORGE S. TEST
ATTORNEY-AT-LAW
PHILIPSBURG, PA

FILED NO
M 11:44 AM
OCT 10 2005
GK

William A. Shaw
Prothonotary/Clerk of Courts

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

BOB SHOWERS WINDOWS
& SUNROOMS,
Plaintiff/Appellee

vs.

RIDGWAY ASSOCIATES,
LARRY BUEHLER and
JAMES BUEHLER,
Defendants/Appellants

*
* No.: 03-765-CD
*
* Petition to Enforce Settlement
*
*

PETITION

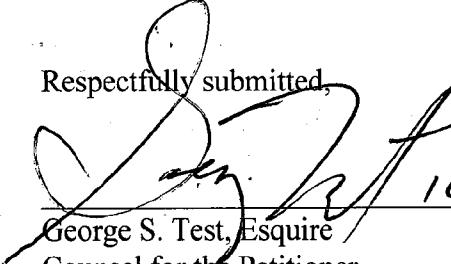
1. Your Petitioner is Bob Showers Windows & Sunrooms, Plaintiff in the above captioned action.
2. The Respondent is Ridgway Associates, Defendant in the above matter.
3. Attached hereto as Exhibit A is a letter from Respondent's Attorney, Terry R. Heeter dated January 17, 2005 setting forth a settlement between the parties to this litigation.
4. Pursuant to said agreement, representatives of the parties and the parties' attorneys met at the site of the work in question and agreed to certain corrective work.
5. Said corrective work could not be done during the winter weather.
6. During the Spring and Summer of 2005, the Petitioner has made numerous attempts to schedule the corrective work.
7. The Respondent initially cancelled work after it was scheduled and then refused to reschedule said corrective work or to provide dates when the work could be completed.

GEORGE S. TEST
ATTORNEY-AT-LAW
PHILIPSBURG, PA

8. The Petitioner has been willing and ready to perform its part of the settlement, but has been prevented from doing so by the actions and inactions of the Respondent.
9. On September 7, 2005, the undersigned counsel for the Petitioner demanded release of the escrowed funds due Petitioner under the parties' settlement. A true and correct copy of said letter is attached hereto and made a part hereof as Exhibit B.
10. Petitioner has not received a response to the letter dated September 7, 2005.

WHEREFORE, your Petitioner requests your Honorable Court issue an Order directing Respondent's counsel to release the \$7,000.00 he is holding in escrow.

Respectfully submitted,


George S. Test, Esquire
Counsel for the Petitioner

10-6-05

THE KOOMAN LAW FIRM
MARIANNE PROFESSIONAL CENTER
P.O. BOX 700
CLARION, PENNSYLVANIA 16214

RICHARD W. KOOMAN, II
TERRY R. HEETER

TELEPHONE (814) 226-9100
FACSIMILE (814) 226-7361
Writer's email: theeter@koomanlaw.com
Website: koomanlaw.com

January 17, 2005

George S. Test, Esquire
P.O. Box 706
Philipsburg, PA 16866

IN RE: Bob Showers Windows & Sunrooms v. Ridgway Associates
Clearfield County No. 2003-765-CD

Dear George:

Pursuant to your April 21, 2004 letter, I have received the authority to settle as follows:

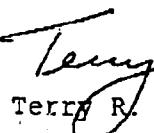
1. \$8,000 will be paid immediately to your client;
2. \$7,000 will be held in escrow until the remedial work is finished;
3. You and I and one representative from our respective clients will meet this Friday morning at Ridgway Associates to confirm the remedial work;
4. On Friday, we will set the date by when the remedial work will be completed;
5. If any disputes arise as to the quality of the remedial work, you and I will meet on site to resolve any such dispute; and
6. Once the remedial work is finished, the remaining \$7,000 escrow proceeds will be delivered to your client.

I would like to meet you and your representative at Ridgway Associates between 10:00 and 11:00 a.m. on Friday, January 21, 2005.

George S. Test, Esquire
January 17, 2005
Page 2

If you have any questions in regard to this matter, do not hesitate to contact me.

Very truly yours,


Terry R. Heeter

TRH/jc:0221r
#20116

Enclosures

cc: Robert M. Hebble, Esquire

GEORGE S. TEST, ESQ.

Moshannon Building - Room 311
203 North Front Street
P. O. Box 706
Philipsburg, Pennsylvania 16866-0706
Phone (814) 342-4640
Fax (814) 342-3775
E-mail address: geortest@webnmore.net

September 7, 2005

Terry R. Heeter, Esquire
The Kooman Law Firm
Marianne Professional Center
P. O. Box 700
Clarion, PA 16214-0700

**Re: Bob Showers Windows & Sunrooms
vs. Ridgway Associates**

Dear Attorney Heeter:

The entire summer has passed and your client has not given my client access to her business to make the agreed upon repairs. I, therefore, assume she does not want the work performed and request you forward to me the funds you are holding in escrow.

Sincerely,

GEORGE S. TEST, ESQUIRE

GST:cw
cc: Chris Schmidt, Bob Showers Windows & Sunrooms

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

BOB SHOWERS WINDOWS
& SUNROOMS,

Plaintiff/Appellee

vs.

RIDGWAY ASSOCIATES,
LARRY BUEHLER and
JAMES BUEHLER,

Defendants/Appellants

*
* No.: 03-765-CD

*
* Petition to Enforce Settlement

ORDER

AND NOW, this 11th day of October, 2005, upon consideration of Plaintiff's Petition to Enforce Settlement, argument is scheduled on said Petition for the 10th day of November, 2005 at 11:00 o'clock a. m. in Courtroom No. 1.

Judie J. Zimmerman

J.

GEORGE S. TEST
ATTORNEY-AT-LAW
PHILIPSBURG, PA

FILED *cc*
10/3/2005 *Atty*
OCT 12 2005 *Test*
LM

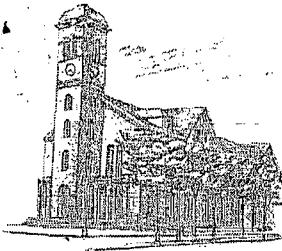
William A. Shaw
Prothonotary/Clerk of Courts

FILED

OCT 12 2005

William A. Shaw
Prothonotary/Clerk of Courts

2001-48-55
2001-112-2



Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

David S. Ammerman
Solicitor

Jacki Kendrick
Deputy Prothonotary

Bonnie Hudson
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

Date: September 19, 2005

Over the past several weeks, it has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,



William A. Shaw
Prothonotary

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s)/Attorney(s)

Defendant(s)/Attorney(s)

Other

Special Instructions:

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

BOB SHOWERS WINDOWS
& SUNROOMS,
Plaintiff/Appellee

vs.

RIDGWAY ASSOCIATES,
LARRY BUEHLER and
JAMES BUEHLER,
Defendants/Appellants

*
* No.: 03-765-CD
*
*
*
*
*
*
*
*

CERTIFICATE OF SERVICE

Filed on behalf of Plaintiff:
Bob Showers Windows & Sunrooms

George S. Test, Esquire
P. O. Box 706
Philipsburg, PA 16866-0706
(814) 342-4640

PA I.D. No. 15915

GEORGE S. TEST
ATTORNEY-AT-LAW
PHILIPSBURG, PA

FILED No.
M110:2961-CC
OCT 17 2005
110-2961-CC
William A. Shaw
Prothonotary/Clerk of Courts
110-2961-CC
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION LAW

BOB SHOWERS WINDOWS
& SUNROOMS,

Plaintiff/Appellee

*

No.: 03-765-CD

vs.

RIDGWAY ASSOCIATES,
LARRY BUEHLER and
JAMES BUEHLER,

Defendants/Appellants

*

*

*

CERTIFICATE OF SERVICE

The undersigned, George S. Test, Esquire hereby certifies that he has served a true and correct copy of the ORDER dated October 11, 2005 scheduling Argument on Plaintiff's Petition to Enforce Settlement in the above captioned matter via first class mail, postage prepaid in Philipsburg, Pennsylvania, on October 14, 2005 addressed to the following:

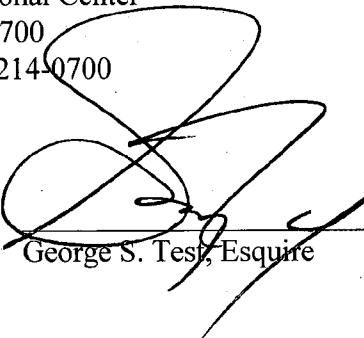
Terry R. Heeter, Esquire

The Kooman Law Firm

Marianne Professional Center

P. O. Box 700

Clarion, PA 16214-0700


George S. Test, Esquire

808 SHERIDAN ROAD

DETROIT, MI 48203

DETROIT, MI 48203

DETROIT
STATION

FILED

OCT 17 2005

William A. Shaw
Prothonotary/Clerk of Courts

THE KOOMAN LAW FIRM
MARIANNE PROFESSIONAL CENTER
P.O. BOX 700
CLARION, PENNSYLVANIA 16214

RICHARD W. KOOMAN, II
TERRY R. HEETER

TELEPHONE (814) 226-9100
FACSIMILE (814) 226-7361
Writer's email: theeter@koomanlaw.com
Website: koomanlaw.com

January 17, 2005

George S. Test, Esquire
P.O. Box 706
Philipsburg, PA 16866

IN RE: Bob Showers Windows & Sunrooms v. Ridgway Associates
Clearfield County No. 2003-765-CD

Dear George:

Pursuant to your April 21, 2004 letter, I have received the authority to settle as follows:

1. \$8,000 will be paid immediately to your client;
2. \$7,000 will be held in escrow until the remedial work is finished;
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5. If any disputes arise as to the quality of the remedial work, you and I will meet on site to resolve any such dispute; and
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George S. Test, Esquire

January 17, 2005

Page 2

If you have any questions in regard to this matter, do not hesitate to contact me.

Very truly yours,



Terry R. Heeter

TRH/jc:0221r
#20116

Enclosures

cc: Robert M. Hebble, Esquire

THE KOOMAN LAW FIRM
MARIANNE PROFESSIONAL CENTER
P.O. BOX 700
CLARION, PENNSYLVANIA 16214

RICHARD W. KOOMAN, II
TERRY R. HEETER

TELEPHONE (814) 226-9100
FACSIMILE (814) 226-7361
Writer's email: theeter@koomanlaw.com
Website: koomanlaw.com

January 26, 2005

George S. Test, Esquire
P.O. Box 706
Philipsburg, PA 16866

IN RE: Bob Showers Windows & Sunrooms v. Ridgway Associates
Clearfield County No. 2003-765-CD

Dear George:

This letter will confirm the agreement reached at our meeting on Tuesday, January 25, 2005.

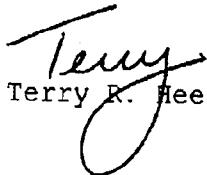
1. The seams at the hip bars need to be resolved. Martin indicated that this can be solved with caulking. He will have one joint caulked for inspection and approval by Brandy before moving on to the remaining joints. If the caulking is not acceptable, we will need to confirm another procedure to solve this problem;
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6. Bob Showers will move the display tables and return them to their original locations once the work has been finished; and
7. Brandy Buhler will notify Martin Rebo once the roof has thawed and the work can commence.

George S. Test, Esquire
January 26, 2005
Page 2

If I have not stated the outcome of our meeting accurately,
please respond with your comments by February 10, 2005.

If you have any questions in regard to this matter, do not
hesitate to contact me.

Very truly yours,


Terry R. Heeter

TRH/jc:0230r
#20116

cc: Robert M. Hebble, Esquire

GEORGE S. TEST, ESQ.

Moshannon Building - Room 311
203 North Front Street
P. O. Box 706
Philipsburg, Pennsylvania 16866-0706
Phone (814) 342-4640
Fax (814) 342-3775
E-mail address: geortest@netphd.net

March 4, 2005
Via Fax & U.S. Mail

Mr. Martin Rebo
Bob Showers Windows & Sunrooms
911 North Front Street
Philipsburg, PA 16866

Re: Ridgway Associates

Dear Marty:

I received a call from Attorney Heeter stating Ms. Buehler had contacted him and, because of some upcoming promotion, requested that your work be done next week. I said I would contact you concerning the request. I did state to him that doing the work was weather dependent.

Please contact me as soon as possible concerning this.

Sincerely,

GEORGE S. TEST, ESQUIRE

GST:cw
cc: Terry R. Heeter, Esquire

George Test

From: "George Test" <geortest@netphd.net>
To: <theeter@koomanlaw.com>
Sent: Wednesday, April 06, 2005 2:12 PM
Subject: Bob Showers Windows and Sunrooms vs. Ridgway Associates

My original inquiry concerned an arbitration notice I received scheduling an arbitration. I did not request this and I wanted to know if you had and what we needed to do. Today, I received a call from Marty Rebo. He called your client to try to schedule the remaining work. She informed him that she had set a March "deadline" and that we should talk to her lawyer. Where are we with this matter?

Sincerely,
George S. Test, Jr., Esquire

George Test

From: "Terry Heeter" <theeter@koomanlaw.com>
To: "George Test" <geortest@netphd.net>
Sent: Wednesday, April 06, 2005 3:46 PM
Subject: RE: Bob Showers Windows and Sunrooms vs. Ridgway Associates

I did not request the hearing.

I will get in touch with Brandy to get the work scheduled.

-----Original Message-----

From: George Test [mailto:geortest@netphd.net]
Sent: Wednesday, April 06, 2005 2:13 PM
To: Terry Heeter
Subject: Bob Showers Windows and Sunrooms vs. Ridgway Associates

My original inquiry concerned an arbitration notice I received scheduling an arbitration. I did not request this and I wanted to know if you had and what we needed to do. Today, I received a call from Marty Rebo. He called your client to try to schedule the remaining work. She informed him that she had set a March "deadline" and that we should talk to her lawyer. Where are we with this matter?

Sincerely,
George S. Test, Jr., Esquire

GEORGE S. TEST, ESQ.

Moshannon Building - Room 311
203 North Front Street
P. O. Box 706
Philipsburg, Pennsylvania 16866-0706
Phone (814) 342-4640
Fax (814) 342-3775
E-mail address: geortest@webnmore.net

April 25, 2005

Mr. Martin Rebo
Bob Showers Windows & Sunrooms
911 North Front Street
Philipsburg, PA 16866

Re: Ridgway Associates

Dear Marty:

Enclosed is a copy of the Notice of Arbitration for the above matter. After our last telephone conversation when he advised me that Brandy Buehler would not allow you to schedule the agreed upon repair work, I contacted Buehler's attorney. He said he would schedule the work but I haven't heard from him and that was several weeks ago, so I'm not sure what is going on with this item

Sincerely,

GEORGE S. TEST, ESQUIRE

GST:cw
Enclosure

GEORGE S. TEST, ESQ.

Moshannon Building - Room 311
203 North Front Street
P. O. Box 706
Philipsburg, Pennsylvania 16866-0706
Phone (814) 342-4640
Fax (814) 342-3775
E-mail address: geortest@webnmore.net

April 28, 2005

Terry R. Heeter, Esquire
The Kooman Law Firm
Marianne Professional Center
P. O. Box 700
Clarion, PA 16214-0700

**Re: Bob Showers Windows & Sunrooms
vs.
Ridgway Associates, et al.**

Dear Attorney Heeter:

I haven't heard from you for several weeks. I assume this means you have been unable to get your client to schedule the remaining work and that arbitration will be necessary.

The purpose of this letter is to remind you that an Answer to the Complaint has not been filed.

Sincerely,

GEORGE S. TEST, ESQUIRE

GST:cw

cc: Bob Showers Windows & Sunrooms - Attn: Marty Rebo

GEORGE S. TEST, ESQ.

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203 North Front Street
P. O. Box 706
Philipsburg, Pennsylvania 16866-0706
Phone (814) 342-4640
Fax (814) 342-3775
E-mail address: geortest@webnmore.net

May 16, 2005
Via Fax (814) 226-7361 AND By U.S. mail

Terry R. Heeter, Esquire
The Kooman Law Firm
Marianne Professional Center
P. O. Box 700
Clarion, PA 16214-0700

Re: Bob Showers Windows & Sunrooms
vs.
Ridgway Associates

Dear Attorney Heeter:

I've spoken with my client and they will visit the property on May 25, 2005. If further work is required or parts need ordered, they will return on June 1 and 2. The contact person is Chris Schmidt at 1-800-948-4262, Ext. 18.

Sincerely,

GEORGE S. TEST, ESQUIRE

GST:cw

cc: Chris Schmidt, Bob Showers Windows & Sunrooms

THE KOOMAN LAW FIRM
MARIANNE PROFESSIONAL CENTER
P.O. BOX 700
CLARION, PENNSYLVANIA 16214

RICHARD W. KOOMAN, II
TERRY R. HEETER

TELEPHONE (814) 226-9100
FACSIMILE (814) 226-7361
Writer's email: theeter@koomanlaw.com
Website: koomanlaw.com

May 23, 2005

George S. Test, Esquire
P.O. Box 706
Philipsburg, PA 16866

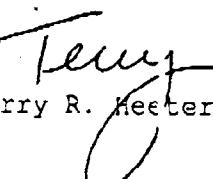
IN RE: Bob Showers Windows & Sunrooms v. Ridgway Associates
Clearfield County No. 2003-765-CD

Dear George:

Please be advised that a party has been scheduled for May 25, 2005 and therefore, the property will not be available that day for repairs. Brandy will also be out of town on May 26 and 27.

Please call me to discuss other available dates.

Very truly yours,


Terry R. Heeter

TRH/jc
#20116

CC: Robert M. Hebble, Esquire

GEORGE S. TEST, ESQ.

Moshannon Building - Room 311
203 North Front Street
P. O. Box 706
Philipsburg, Pennsylvania 16866-0706
Phone (814) 342-4640
Fax (814) 342-3775
E-mail: geortest@netphd.net

PLEASE NOTICE
A TELECOPY TRANSMISSION ACCOMPANIES THIS COVER SHEET

NAME: **TERRY R. HEETER, ESQ. @ THE KOOMAN LAW FIRM**

FAX NO.: (814) 226-7361

FROM: George S. Test, Jr., Esquire

RE: **SHOWERS v. RIDGWAY Clearfield Co. No. 2003-765-CD*****

DATE: May 24, 2005 . TIME: 1:35 P.M.

Total Pages Including Cover Sheet 1

We re transmitting from Fax No. (814) 342-3775

If you do not receive all of the pages indicated, please call ASAP: (814) 342-4640

***Please confirm that the above matter is settled under the terms and conditions set forth in your letters dated January 17, 2005 and January 26, 2005 and that you agree that if either party is required to enforce this settlement and is successful, the award will include costs and attorneys fees. NOTE: The property will be made available for the Plaintiff to complete the work for at least three (3) days, if necessary, so the work may be completed during the month of June 2005.

■■CONFIDENTIALITY NOTE■■

THE DOCUMENTS ACCOMPANYING THIS FACSIMILE TRANSMISSION CONTAIN INFORMATION FROM THE LAW OFFICE OF GEORGE S. TEST, ESQUIRE WHICH IS CONFIDENTIAL AND/OR LEGALLY PRIVILEGED. THE INFORMATION IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ON THIS TRANSMISSION SHEET. IF YOU ARE NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISCLOSURE, COPYING, DISTRIBUTION OR THE TAKING OF ANY ACTION IN RELIANCE ON THE CONTENTS OF THIS FACSIMILE INFORMATION IS STRICTLY PROHIBITED AND THAT THE DOCUMENTS SHOULD BE RETURNED TO THIS LAW OFFICE IMMEDIATELY. IN THIS REGARD, IF YOU HAVE RECEIVED THIS FACSIMILE IN ERROR, PLEASE NOTIFY US BY TELEPHONE IMMEDIATELY SO THAT WE CAN ARRANGE FOR THE RETURN OF THE ORIGINAL DOCUMENTS TO US AT NO COST TO YOU.

GEORGE S. TEST, ESQ.

Moshannon Building - Room 311
203 North Front Street
P O Box 706
Philipsburg, Pennsylvania 16866-0706
Phone (814) 342-4640
Fax (814) 342-3775
E-mail: geortest@netphd.net

June 3, 2005

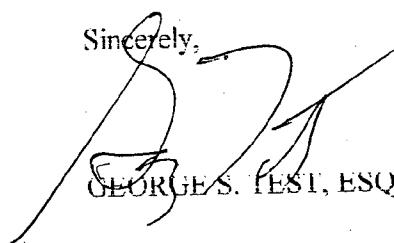
Terry R. Heeter, Esquire
P O Box 700
Clarion, PA 16214

Re: Bob Showers Windows and Sunrooms
vs.
Ridgway Associates, et al
Clearfield County No. 03-765-CD

Dear Attorney Heeter:

Based on your pretrial acknowledging a settlement, I have discontinued the pending legal action. My client is ready and willing to do the items listed in your letter but we must have access to your client's property. Please provide me with two periods of consecutive two work day periods when we will be given access to do the work, no sooner than two weeks from today. If your client wants the work done she is going to have to cooperate.

Sincerely,



GEORGE S. TEST, ESQUIRE

GST:mgm

GEORGE S. TEST, ESQ.

Moshannon Building - Room 311
203 North Front Street
P. O. Box 706
Philipsburg, Pennsylvania 16866-0706
Phone (814) 342-4140
Fax (814) 342-3771
E-mail address: gst-test@webnmore.net

June 28, 2005

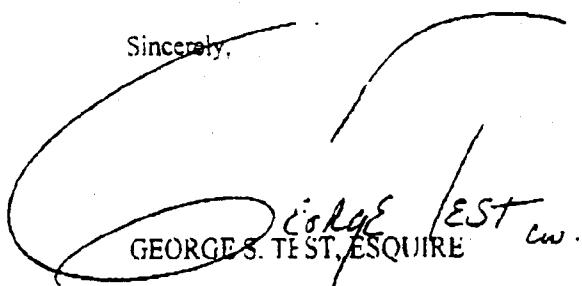
Terry R. Heeter, Esquire
The Kooman Law Firm
Marianne Professional Center
P. O. Box 700
Clarion, PA 16214-0700

Re: Bob Showers Windows & Sunrooms
vs.
Ridgway Associates

Dear Attorney Heeter:

I wrote to you on June 3, 2005 requesting dates when my client could do the repairs your client wants done. To date, we have not received any response. Please arrange suitable dates immediately.

Sincerely,


GEORGE S. TEST, ESQUIRE

GST:cw

cc: Chris Schmidt, Bob Showers Windows & Sunrooms

To: GEORGE
From: TRH

7/20

I am meeting w/ Buehler
today + will provide you
with dates once the
meeting is over. Tracy

GEORGE S. TEST, ESQ.

Moshannon Building - Room 311
203 North Front Street
P. O. Box 706
Philipsburg, Pennsylvania 16866-0706
Phone (814) 342-4640
Fax (814) 342-3775
E-mail address: geortest@webnmore.net

September 7, 2005

Terry R. Heeter, Esquire
The Kooman Law Firm
Marianne Professional Center
P. O. Box 700
Clarion, PA 16214-0700

Re: **Bob Showers Windows & Sunrooms**
vs. Ridgway Associates

Dear Attorney Heeter:

The entire summer has passed and your client has not given my client access to her business to make the agreed upon repairs. I, therefore, assume she does not want the work performed and request you forward to me the funds you are holding in escrow.

Sincerely,

GEORGE S. TEST, ESQUIRE

GST:cw

cc: Chris Schmidt, Bob Showers Windows & Sunrooms

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

FILED *acc. 445:*

019:47/61 Test
NOV 14 2005 Heeter

William A. Shaw
Prothonotary/Clerk of Courts

BOB SHOWERS WINDOWS &
SUNROOMS

-vs-

No. 03-765-CD

RIDGWAY ASSOCIATES, LARRY
BUEHLER and JAMES BUEHLER

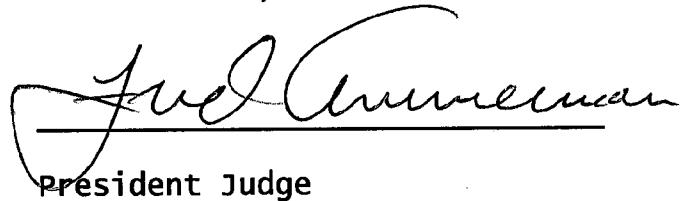
O R D E R

NOW, this 10th day of November, 2005, following
argument on the Plaintiff's Petition to Enforce Settlement,
it is the ORDER of this Court as follows:

1. The Court believes that the parties had reached a settlement, as memorialized in the parties' letters of January 17, 2005, and January 26, 2005;
2. The Defendant shall release the amount of Two Thousand (\$2,000.00) Dollars to the Plaintiff, through counsel, within no more than ten (10) days from this date;
3. The amount remaining in escrow is Five Thousand (\$5,000.00) Dollars. The Plaintiff will be entitled to interest on the same at six (6) percent, starting this date;
4. The remaining work to be done by the

Plaintiff on the Defendants' structure shall be completed
by no later than April 15, 2006.

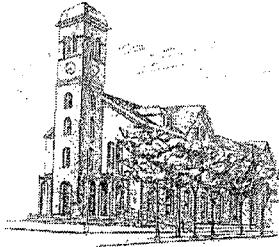
BY THE COURT,


Jud Friedman
President Judge

FILED

NOV 14 2005

William A. Shaw
Prothonotary/Clerk of Courts



Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

David S. Ammerman
Solicitor

Jacki Kendrick
Deputy Prothonotary

Bonnie Hudson
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

Date: September 19, 2005

Over the past several weeks, it has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,

William A. Shaw
Prothonotary

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s)/Attorney(s)

Defendant(s)/Attorney(s)

Other

Special Instructions: