

03-1469-CD
HAUBERT HOMES, INC. vs. SHAWN BLOOM et al.

Date: 3/28/2013

Time: 07:57 AM

Page 1 of 1

Clearfield County Court of Common Pleas

ROA Report

Case: 2003-01469-CD

User: LMILLER

Current Judge: Fredric Joseph Ammerman

Haubert Homes, Inc. vs. Shawn Bloom, et al

CIVIL ACTION

Date	Judge	
10/1/2003	✓ Filing: Civil Complaint Paid by: Kooman Law Firm Receipt number: 1866861 Dated: 10/01/2003 Amount: \$85.00 (Check) Case Filed.	No Judge
10/14/2003	✓ Sheriff Return, Papers served on Defendant(s). So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm no cc	John K. Reilly Jr. No Judge
10/20/2003	✓ Motion For Extension Of Time To File Answer To Plaintiff's Complaint. filed by s/C. Diane Black, Legal Assistant Verification, s/C. Diane Black, L.A.A. Certificate Of Service 1 cc Atty Wheeler	No Judge
10/21/2003	✓ ORDER OF COURT, AND NOW, this 21st day of October, 2003, Defendants' request for an additional 60 days to file Answer to Plaintiffs' Complaint is hereby GRANTED. by the Court, s/JKR,JR.,P.J. 1 cc to Atty Wheeler	John K. Reilly Jr.
11/12/2003	✓ Praeclipe For Entry On Behalf Of Defendants. filed by s/Rodney A. Beard, Esquire Certificate of Service no cc Copy to C/A	John K. Reilly Jr.
12/22/2003	✓ Answer, New Matter, and Counterclaims. filed by, s/Rodney A. Beard, Esquire Verifications s/Shawn Bloom s/Melias Bloom Certificate of Service	John K. Reilly Jr.
3/26/2004	✓ Reply to New Matter and Counterclaim. filed by, s/Terry R. Heeter, Esquire Verification s/Michael A. Peters Certificate of Service no cc	John K. Reilly Jr.
6/7/2004	✓ Affidavit Of Service Of Answers To Defendant's Interrogatories To Plaintiff Haubert Homes And Request For Production Of Documents And Things, upon: Rodney A. Beard, Esquire. filed by, s/Terry R. Heeter, Esq. no cc	John K. Reilly Jr.
9/16/2004	✓ Notice of Serving Request for Entry upon Property of Defendants filed by Atty. Heeter. No cc.	John K. Reilly Jr.
8/19/2005	✓ Praeclipe, kindly change my address as follows: Rodney A. Beard Beard Law Company 320 Rolling Ridge Drive, Suite A Bellefonte, PA 16823 Filed by s/ Rodney A. Beard, Esquire. No CC	John K. Reilly Jr.
8/30/2007	✓ Affidavit of Service, Responses to Defendants' Request for Admissions and John K. Reilly Jr. Accompanying Interrogatory to Plaintiff and Answers to Defendants' Interrogatories to Plaintiff Haubert Homes (Set Two), upon Rodney A. Beard, Esq., filed by s/Terry R. Heeter, Esq. No CC	
3/1/2013	✓ Order, filed Cert. to Atty. Beard and Heeter NOW, this 1st day of March, 2013 RE: Status Conf. to be held on April 1, 2013.	Fredric Joseph Ammerman
3/15/2013	✓ Return mail addressed to Rodney Beard, Esq. returned with March 1, 2013 Order enclosed.	Fredric Joseph Ammerman

behalf, including but not limited to, his agents, employees, contractors, subcontractors, servants,

(1) restraining and enjoining Defendant **GARY L. BERKLEY**, and anyone acting on his

WHEREFORE, Plaintiffs request this Honorable Court to enter an Injunction Order:

“Old Snow Shoe Road” to access their real estate described in Exhibit A.

17. Plaintiffs are entitled to the uninterrupted, unobstructed use of “Old SR-0053” and

before that roadway reaches Plaintiffs’ boundary.

causing a large dirt pile to be placed on and across a portion of the “Old Snow Shoe Road”

access to their property, specifically and namely, “Old SR-0053” and “Old Snow Shoe Road”, by

16. Defendant has wrongfully and improperly obstructed Plaintiffs’ sole existing legal

“Old Snow Shoe Road”.

Complainant from Township Road T-728 is, and has been, over and across “Old SR-0053” and

15. Plaintiffs’ only legal access to his property described in Exhibit A attached to this

road as being the boundary of the property, believed and therefore averred to be “Old SR-0053”.

Second Thereof, in Exhibit B attached to this Complainant makes specific reference to a township

14. Defendant’s deed vesting him with title to the real estate described as “The

which point “Old Snow Shoe Road” continues along the boundary of Plaintiffs’ land.

described in Exhibit A and Defendant’s land described in “The First Thereof” in Exhibit B, at

in paragraphs 7 and 8 of this Complainant all the way to the common boundary of Plaintiffs’ land

continues in a course and path such that it continues to divide Defendant’s real estate described

Complainant, the other road, believed and therefore averred to be “Old Snow Shoe Road”,

direction over and across Defendant’s real estate described in Exhibit C attached to this

13. “Old SR-0053” comes to split, at which split it veers in a more southeasterly

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

HAUBERT HOMES, INC., Plaintiff : CIVIL ACTION - LAW
v. : : No. 1469 - 2003 CD
SHAWN BLOOM and MELISSA BLOOM, Defendants : TYPE OF CASE: CIVIL
: TYPE OF DOCUMENT:
: Complaint
: FILED ON BEHALF OF:
: Haubert Homes, Inc., Plaintiff
: 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:3479h
#21567

FILED

OCT 01 2003

William A. Shaw
Prothonotary

HAUBERT HOMES, INC., : IN THE COURT OF COMMON PLEAS OF
Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA
:
v. : CIVIL ACTION - LAW
:
SHAWN BLOOM and MELISSA BLOOM, :
Defendant : No. _____ - 2003

NOTICE TO DEFEND

TO: SHAWN BLOOM
MELISSA BLOOM
2121 Stronach Road
Curwensville, PA 16833

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 Civil 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 Civil 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, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
ONE NORTH SECOND STREET
CLEARFIELD, PA 16830
TELEPHONE: (814) 765-2641 Ext. 50-51

HAUBERT HOMES, INC., : IN THE COURT OF COMMON PLEAS OF
Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA
:
v. : CIVIL ACTION - LAW
:
SHAWN BLOOM and MELISSA BLOOM, :
Defendants : No. _____ - 2003

CIVIL COMPLAINT

The plaintiff, **HAUBERT HOMES, INC.**, by and through its attorney, Terry R. Heeter, brings this civil complaint on a cause of action the following of which is a statement:

1. The plaintiff, Haubert Homes, Inc., is a Pennsylvania corporation maintaining a principal place of business at 73 Beaver Drive, DuBois, Clearfield County, Pennsylvania.
2. The defendants, Shawn Bloom and Melissa Bloom, are adult individuals residing at 2121 Stronach Road, Curwensville, Clearfield County, Pennsylvania.
3. The plaintiff and the defendants entered into a residential construction agreement dated September 24, 2002 (the "Agreement"), whereby the plaintiff agreed to furnish all materials and labor necessary to construct a residence for the defendants at 2121 Stronach Road, Curwensville, Pennsylvania (the "Residence"). A copy of the Agreement is marked as Exhibit "A", attached hereto and made a part hereof.

4. Pursuant to the Agreement, the defendants were required to pay the plaintiff the sum of \$171,240.

5. Pursuant to five separate change orders entered into by the plaintiff and the defendants during the performance of the Agreement, the contract price for the Residence increased to \$180,170 (the "Revised Contract Price"). Copies of the five separate change orders are marked as Exhibits "B-1" through "B-5", attached hereto and made a part hereof.

6. To confirm the Revised Contract Price of \$180,170, the plaintiff and defendants entered into the final settlement executed by the plaintiff and defendants on April 25, 2003, a copy of which is marked as Exhibit "C", attached hereto and made a part hereof.

7. To date, the defendants have only made payments in the amount of \$136,928 to the plaintiff, leaving a balance due under the Agreement of \$43,242. A copy of the contract payment history showing the balance due of \$43,242 is marked as Exhibit "D", attached hereto and made a part hereof.

8. Pursuant to the terms of the Agreement, the defendants were required to pay the balance of the Revised Contract Price upon the earlier of (1) the substantial completion of the Residence or (2) at the time of occupancy of the Residence by the defendants.

9. The Agreement was substantially completed on April 18, 2003 and the defendants took possession of the Residence on April 19, 2003.

10. The plaintiff has requested the defendants to pay it the sum of \$43,242.00, but the defendants have refused and continue to refuse to pay the plaintiff.

11. The defendants have refused to pay the balance of \$43,242.00 because of a 1/4 inch to 3/4 inch leveling problem that affects the left side of the Residence (the "Nonconforming Work").

12. Pursuant to Paragraph 10 of the Agreement, the defendants' remedy with regard to the Nonconforming Work is to either:

a. Have the plaintiff repair or replace the Nonconforming Work at the plaintiff's sole expense; or

b. In the event that the plaintiff is denied access by the defendants to conduct the repair of the Nonconforming Work, the defendants are entitled to collect the plaintiff's actual cost to repair the Nonconforming Work plus plaintiff's reasonable markup.

13. The plaintiff has offered to repair the Nonconforming Work, but the defendants have refused plaintiff access to the Residence.

14. The plaintiff's actual cost of repair plus reasonable mark up necessary to remedy the Nonconforming Work is \$5,000.

15. Since the defendants have refused plaintiff access to the Residence, the plaintiff has offered and continues to offer the defendants a credit of \$5,000, which leaves a balance due the plaintiff of \$38,242.

16. The plaintiff is entitled to interest at the legal rate of six (6%) percent per annum from April 16, 2003.

17. Pursuant to paragraph 11 of the Agreement, the plaintiff is also entitled to recover reasonable attorney fees and costs.

18. The transactions or occurrences giving rise to this cause of action took place in Clearfield County, Pennsylvania.

WHEREFORE, the plaintiff, Haubert Homes, Inc., demands judgment against the defendants, Shawn Bloom and Melissa Bloom, in the amount of \$38,242 together with interest at the legal rate of six (6%) percent per annum from April 16, 2003 and reasonable attorney fees and costs.

Respectfully submitted,

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

TRH/jc:3463h
#21567



73 Beaver Drive, DuBois, PA 15801
(814) 375-7038 ♣ FAX (814) 375-7039

HAUBERT HOMES
RESIDENTIAL CONSTRUCTION AGREEMENT

BUYER-OWNED LOT

THIS AGREEMENT (hereinafter referred to as "Agreement") made the 24th day of Septembe in the year 2002, by and between HAUBERT HOMES, INC. (hereinafter referred to as "Contractor") and Shawn & Melissa Bloody of Ridge Avenue, Cumwensville, PA 16833 (hereinafter referred to as "Buyer").

WITNESSETH that in consideration of the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties hereto do agree to the following terms and conditions:

1. **Definitions.** The following terms shall have the assigned meanings for the purposes of this Agreement:

Section 1.1. **Contract Documents.** The contract documents consist of this Agreement (including the Specific and General conditions attached to the Agreement), any drawings, and where applicable, the Radon Disclosure Addendum, specifications, plans, schedules, amendments and change orders relating to the Agreement. These documents constitute the entire contract between the **Contractor** and **Buyer**, and shall not be modified except by written amendment to the affected contract documents executed by both the **Contractor** and the **Buyer**. Any and all oral discussions, understandings, and agreements between the **Contractor** and the **Buyer** before the execution of the Agreement which are not specifically covered by the Contract documents are void and are not enforceable against either the **Contractor** or the **Buyer**.

5

2. **Contract Work.** The Contractor agrees to furnish all material and labor necessary for the construction of a residence identified as: _____

Missouri "B"

(the "Contract Work") upon the Property of Buyer located at _____

Stearns Rd, Ceresville, PA

(the "Property"). The Contract Work shall be performed in accordance with Schedule "A", plans and specifications furnished by the Contractor and known and identified as _____

Hubert Homes, Inc.

duplicate copies of which have been signed by the Contractor and the Buyer hereto and delivered to both parties at the time of or before execution of this Agreement. The Buyer shall pay to the Contractor the sum of one hundred twenty thousand two hundred forty dollars (\$121,240.00) (the "Contract Price") for the Contract Work in accordance with Ann 500 paragraph 5 subject to additions and/or reductions by change order as provided in paragraph 5.4 of the Agreement.

THE CONTRACT PRICE IS BINDING UPON CONTRACTOR ONLY IF THE CONTRACT WORK IS COMMENCED WITHIN SIXTY (60) DAYS AFTER THE DATE OF THIS AGREEMENT. IN THE EVENT THE CONTRACT WORK IS NOT COMMENCED WITHIN SIXTY (60) DAYS FROM THE DATE OF THIS AGREEMENT, THE CONTRACTOR, AT ITS SOLE OPTION, MAY TERMINATE THIS AGREEMENT AND NEGOTIATE A NEW CONTRACT WITH THE BUYER.

3. Obligations of Buyer.

3.1. Prior to the commencement of construction, Buyer shall obtain and deliver to the Contractor proof of Fee Simple Title to the Property in the form of (a) an attorney's certificate of title, (b) a Title Insurance Policy, or (c) a commitment to Title Insurance evidencing Buyer's ownership of the Property in form or content satisfactory to Contractor and its attorney.

3.2. As owner of the Property, Buyer acknowledges responsibility for and assumes all risk of encountering subsurface conditions of the land which may arise before commencement, during, or after completion, of construction by Contractor. Buyer shall furnish to Contractor all existing surveys and reports describing the physical characteristics, soils, subsurface conditions, restrictive covenants, building restrictions, legal limitations, utility locations, and a legal description of the Property.

3.2.1. Buyer shall review the Schedule "A", plans and specifications submitted by Contractor and shall give prompt written notice to the Contractor of any fault or defect in the said plans and specification.

3.2.2. **Buyer** acknowledges the right to retain engineering services, at **Buyer's** expense, to investigate the **Property** for suitability for construction. Whether or not such services are engaged, **Buyer** shall be responsible for any and all costs arising from conditions of the land, including but not limited to: additional excavation and blasting, additional reinforced foundation work and suitable fill material. **Buyer** shall hold **Contractor** harmless of aforementioned costs.

3.3. **Buyer** shall have furnished to the **Contractor** reasonable evidence satisfactory to the **Contractor**, prior to starting work under this Agreement, that sufficient funds are available and committed to pay the **Contract Price**.

3.4. It shall be the responsibility of the **Buyer** to direct the **Contractor** with respect to placement of the **Contract Work** on the **Property** including locating the lot corners, elevations and other data necessary for this purpose. If the **Buyer** fails to provide the **Contractor** with directions to locate the **Contract Work** on the **Property** prior to the time that the **Contractor** commences the **Contract Work**, the **Contractor** may place the **Contract Work** on the **Property** but shall be released, indemnified and held harmless by the **Buyer** for any liability under the Agreement or otherwise for any claim, demand or cause of action whatsoever arising out of the location of the **Contract Work** on the **Property**.

3.5. The **Buyer** shall be responsible for determining the applicability of building restrictions, restrictive covenants, zoning and land use ordinances and regulations to the **Contract Work** and whether the **Contract Work** as governed by the plans, specifications and drawings conforms with applicable building restrictions, restrictive covenants, zoning and land use ordinances and regulations prior to commencement of the **Contract Work**. The **Buyer** shall specifically describe to the **Contractor** in writing any part of the **Contract Work** which does not conform with these restrictions and limitations.

3.6. The **Buyer** shall be responsible to clearly establish and mark every **Property** corner and boundary line prior to the commencement of the **Contract Work**.

3.7. The **Buyer** shall be responsible for assuring that all public utilities and/or municipal services required during completion of the **Contract Work** as well as for use of the **Property** for residential purposes have been extended to the **Property** right-of-way line.

If the **Property** will be served by either a private well or an on-lot sewage disposal system, the **Contractor** shall have no liability to the **Buyer** and the **Buyer** specifically indemnifies, releases and holds harmless the **Contractor** from and against any claim, demand or cause of action whatsoever arising out of the acceptability or suitability of the private well and/or on-lot sewage disposal system including but not limited to, the suitability of the water supply for human consumption, or the adequacy of the water supply as well as the soil suitability, soil absorption, maintenance and operation of the on-lot sewage disposal system.

4. Obligations of the Contractor.

4.1. The Contractor will provide all construction supervision, inspection, labor, materials, tools, equipment, and subcontracted items necessary for the execution and completion of the Contract Work.

4.2. The Contractor will pay all sales, use, gross receipts and similar taxes related to the Contract Work to be provided by the Contractor, which taxes have been legally enacted at the time of execution of this Agreement.

4.3. The Contractor warrants to the Buyer that all materials and equipment incorporated into the Contract Work will be new unless otherwise specified, and that all Contract Work will be of good quality, in conformance with the contract documents.

4.4. The Contractor shall at all times keep the premises reasonably free from the accumulation of waste materials or rubbish caused by the operations of the Contractor. At the completion of the Contract Work, the Contractor shall remove all tools, construction equipment, machinery and surplus materials, and shall leave the work area "broom" clean or its equivalent.

4.5. The Buyer hereby authorizes, directs and appoints the Contractor to act as the Buyer's agent and attorney-in-fact in the Buyer's name and at the Buyer's expense to procure all applicable permits and approvals. The Buyer agrees to reimburse the builder for actual fees and other costs charged by the issuer of any applicable permit or approval to the extent such fees or costs are advanced by the Contractor within ten (10) days of the Buyer's receipt of the Contractor's invoice for such fees and/or costs. The Buyer shall cooperate with the Contractor to the extent necessary to acquire all necessary permits and approvals including but not limited to, executing all required forms and applications, expeditiously providing the Contractor with all information required to complete the forms and applications. Within five (5) days after the date of execution of the Agreement, the Buyer shall provide the Contractor with a list of all permits, impact fees, and approvals applicable to the Contract Work as required by the loan company and local authority. The Buyer releases, indemnifies and holds harmless the Contractor with respect to any claim, demand or liability whatsoever arising out of the Contractor's failure to obtain any permit or approval not specifically listed by the Buyer.

5. Payment of Contract Price, Progress Payments.

5.1. As compensation for the completion of the Contract Price, the Buyer agrees to pay the Contractor, in current funds, the Contract Price of One Seventy One Thousand Two Hundred Forty Dollars and 82 (\$ 171,240.00) (subject to the provisions of paragraph 2 of this Contract and in this paragraph 5). *

5.2. The **Contract Price** shall be paid by the **Buyer** to the **Contractor** according to the following Draw Schedule upon written applications for payment submitted by the **Contractor** to the **Buyer**:

- 0 % of the **Contract Price** upon the execution of this Agreement;
- 20 % of the **Contract Price** upon the completion of the foundation;
- 20 % of the **Contract Price** when the roof is completed, when framing and sheathing are completed and when all windows are set in place.
- 20 % of the **Contract Price** when the installation of electrical and plumbing systems, in rough form, are completed;
- 20 % of the **Contract Price** when the interior drywall is sanded and ready for painting;
- 20 % of the **Contract Price** upon substantial completion of the building as defined in the Agreement or at the time of occupancy of the **Contract Work** by the **Buyer**.

This Draw Schedule may be modified in writing by the **Buyer** and the **Contractor** to conform to the Schedule of Advances required by the **Buyer**'s construction mortgage lender.

5.3. The **Contract Price** includes estimates or allowances for certain items of work as more specifically set forth on Schedule "A" attached hereto and made a part hereof. **THE BUYER UNDERSTANDS AND AGREES THAT THE CONTRACT PRICE IS SUBJECT TO DECREASE OR INCREASE BASED UPON THE ACTUAL COST OF SUCH WORK PLUS A 10% FEE FOR OVERHEAD AND THAT NO SUCH CHANGE SHALL INVALIDATE THIS AGREEMENT.**

The **Contract Price** shall be subject to change if the **Buyer**'s lot conditions require additional foundation work in excess of the plans and specifications, including Engineering, design, and inspection costs of same.

5.4. A Change Order is a written order to the **Contractor** signed by the **Buyer** or his authorized agent and issued after the execution of this Agreement, authorizing a change in the **Contract Work** and/or an adjustment in the **Contract Price**, or the **Contract Time**.

5.5. The **Buyer**, without invalidating the Agreement, may order changes in the **Contract Work** consisting of additions, deletions, or modifications. The **Contract Price** and the **Contract Time** shall, where appropriate, be adjusted accordingly. All such changes in the **Contract Work** shall be authorized by written Change Order signed by the **Buyer** and the **Contractor**'s representative. No change order work shall be commenced until a change order signed by **Buyer** is received by **Contractor**. **Buyer** shall make payment in advance for all Change Order work.

5.6. The **Contract Price**, **Contract Work** and the **Contract Time** may be changed only by **Change Order** or as otherwise specified in this Agreement.

5.7. The cost or credit to the **Buyer** from a change in the **Contract Work** shall be determined by mutual agreement.

5.8. Final payment constituting the unpaid balance of the **Contract Price** as adjusted by **Change Order** shall be due and payable when the **Contract Work** is delivered to the **Buyer**, upon substantial completion, or prior to the **Buyer** occupying the home, whichever event first occurs. If there should remain minor items to be completed, the **Contractor** and the **Buyer** shall jointly list such items after a joint "walk-through" inspection of the **Contract Work** (hereinafter referred to as "**Punch List**"). Completion of such items by the **Contractor** shall not extend Substantial Completion of the **Contract Work** nor delay payment of the balance of the **Contract Price**. The **Buyer** shall not occupy the **Contract Work** until the **Contract Price** has been paid in full.

5.9. The making of final payment shall constitute a waiver of all claims by the **Buyer** except those arising from (1) unsettled liens, (2) faulty or defective **Contract Work** appearing within one (1) year after substantial completion, (3) failure of the **Contract Work** to comply with the requirements of the contract documents, or (4) completion of the **Punch List**. Acceptance of final payment shall constitute a waiver of all claims by the **Contractor** except those previously made in writing and still unsettled.

Occupancy of the home by the **Buyer** shall constitute acceptance of same by the **Buyer**, and the **Contractor**, except as provided above, shall thereafter be under no obligation whatsoever to the **Buyer** relative to the construction of said home.

6. Time of Performance; Substantial Completion.

6.1. The **Work** to be performed under the Agreement shall be commenced on or about fifteen (15) days after the date the **Buyer** has fulfilled all obligations required by Paragraph 3 of the Agreement, and except as otherwise provided or permitted by the Agreement shall be substantially completed not later than 150 days after commencement of excavation for the foundation; the Date of Substantial Completion.

6.2. The Date of Substantial Completion of the **Contract Work** is the date when construction is sufficiently completed in accordance with the Plans and Specification so the **Buyer** can occupy the **Contract Work**. Warranties called for by the Agreement shall commence the Date of Substantial Completion.

6.3. If the **Contractor** is delayed at any time in the progress of the **Contract Work** by any act, failure or neglect of the **Buyer** or by changes ordered in the **Contract Work** or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipated, unavoidable casualties, by any action or inaction of a **subContractor** or any **Contractor** retained directly by **Buyer**, or any other cause beyond the **Contractor's** control, or a delay authorized by the **Buyer**, then the Date for Substantial Completion shall be extended for the period of such delay.

6.4. Issuance of occupancy permits by the appropriate governmental agency shall be deemed by **Buyer** and **Contractor** as conclusive proof of compliance with all codes and ordinances then in effect in the location of the **Property**. **Buyer's** acceptance of the said occupancy permit shall constitute a complete waiver and release of any claim based upon alleged failure to comply with any such codes and ordinances.

7. Insurance.

7.1. **Indemnity.** The **Contractor** agrees to indemnify and hold harmless the **Buyer** from all claims for bodily injury and **Property** damage (other than the **Work** itself and other **Property** insured under Paragraph 7.2) that may arise from the **Contractor's** operations under this Agreement subject to the limitations of Section 8 below.

7.2. **Contractor's Liability Insurance.** The **Contractor** shall purchase and maintain such insurance as will protect it from claims under Workmen's Compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to **Property** which may arise out of or result from performance of the **Contract Work**. This insurance shall be written for not less than any limits of liability required by law and shall include contractual liability insurance as applicable to the **Contractor's** obligations under this Agreement.

7.3. **Buyer's Liability Insurance.** The **Buyer** shall be responsible for purchasing and maintaining liability insurance and, may maintain such insurance as will protect against claims which may arise from performance of the Agreement and circumstances arising from Section 8 below.

7.4. **Buyer's Property Insurance.** The **Buyer** shall purchase and maintain **Property** insurance upon the entire **Contract Work** to the full insurable value thereof. This insurance shall include the interests of the **Buyer**, the **Contractor**, the **SubContractors** and **Sub-subContractors** in the **Contract Work** and shall insure against the perils of fire, extended coverage, vandalism and malicious mischief. Any insured loss is to be adjusted with the **Buyer** and made payable to the **Buyer** as trustee for the insureds as their interests may appear, subject to the requirements of any mortgage clause. The **Buyer** shall provide a copy of all policies to the **Contractor** prior to the commencement of the **Contract Work**. The **Buyer** and **Contractor** waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance provided under this paragraph.

8. Buyer's Access to Property During Construction.

8.1. Miscellaneous Provisions. Completion of the **Contract Work** within the Contract Time is expressly conditioned upon the **Contractor** being provided with free and uninterrupted access to the **Property** as well as the free and uninterrupted opportunity to perform the **Contract Work**. The **Buyer** specifically covenants and agrees to not interfere with or obstruct the **Contractor's** performance of the **Contract Work** under the Agreement.

The **Buyer** shall have the right to periodic and reasonable inspections of the **Contract Work** but shall direct all questions and communications concerning the **Contract Work** to the **Contractor's** Project Manager and shall at no time communicate with or interfere with the **Contractor's** employees and sub**Contractors** while on the premises or otherwise.

8.2. If **Buyer** is to personally perform or independently sub**Contract Work** on the residence under construction, all such work shall be expressly approved by and scheduled with **Contractor's** Project Manager.

8.3. In order to obtain **Contractor's** approval to personally perform or sub**Contract Work** under 8.2, **Buyer**, **Buyer's** agents, sub**Contractors** or invitees shall obtain and furnish proof of valid liability insurance specifically naming **Contractor** as an additional insured and providing for coverage indemnity and defense of **Contractor** in the event **Buyer**, **Buyer's** agents, sub**Contractors** or invitees are injured or suffer **Property** damage while on the **Property**.

9. Exclusion of Warranties.

The **Buyer** hereby acknowledges that **Contractor** has neither made nor is making hereby any warranties other than those expressly contained in this Agreement. THE BUYER HEREBY ACKNOWLEDGES AND AGREES THAT ANY WARRANTIES OF HABITABILITY AND/OR FITNESS FOR INTENDED USE WHICH MIGHT OTHERWISE BE IMPLIED BY LAW ARE AGREED TO BE SPECIFICALLY EXCLUDED FROM THIS AGREEMENT.

THE CONTRACTOR MAKES AND THERE EXISTS NO OTHER WARRANTIES OR REPRESENTATIONS, WRITTEN OR IMPLIED CONCERNING THE CONTRACT WORK OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT.

Specifically, the **Contractor** disclaims any warranty or representation concerning (a) chips and cracks of nonstructural cause appearing in concrete floors and masonry walls, (b) shrinking and twisting of lumber caused by drying of lumbers, (c) movement of the structure caused by natural settling after completion of the construction, and (d) moisture in the structure basement.

10. Limitation of Remedies.

With regard to any claims by the **Buyer** resulting from faulty or defective work as set forth herein or with regard to failure of the **Contract Work** to comply with the requirements of the contract documents, the remedies of the **Buyer** in such cases shall be limited to repair or replacement of the defective or non-conforming work by the **Contractor** at the **Contractor**'s expense. In the event **Contractor** is not able to or is denied access by **Buyer** to conduct repair or replacement, **Buyers** are limited to **Contractor**'s actual cost of repair or replacement plus reasonable **Contractor**'s "mark-up." **Buyer** expressly waives any claim for consequential damages such as loss of use, reduction in market value or similar losses.

11. Default by Buyer.

If the **Buyer** shall default hereunder prior to the beginning of **Contract Work**, **Contractor** shall retain the money paid by **Buyer** as liquidated damages; and this Contract shall thereupon terminate. If the **Buyer** fails to make a Progress Payment to **Contractor** as herein provided through no fault of the **Contractor**, the **Contractor** may, upon seven (7) days' written notice to the **Buyer**, terminate the Contract and recover from the **Buyer** payment for all **Contract Work** completed and for any proven loss sustained upon any materials, equipment, tools, and construction equipment and machinery, including reasonable profit and damages and reasonable attorneys' fees and costs.

12. Transfer Tax on Improvements.

In the event the Pennsylvania Department of Revenue (herein the "Department") imposes transfer tax on the value of improvements constructed on the **Property** pursuant to this Construction Agreement, the tax so assessed shall be paid equally by **Contractor** and **Owner** within the time required by the Department. In the event the Department assesses any interest and penalties on the foregoing transfer tax assessment, **Contractor** shall hold **Owner** harmless from any such interest and penalties with regard to any assessment by the Department pursuant to 72 P.S., Section 8101(c). **Owner** agrees to cooperate with **Contractor** in defense of such a tax assessment should **Contractor** elect to contest the assessment.

13. General Provisions.

13.1. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind several and respective heirs, executors, administrators, successors and assigns of said parties; and if there be more than one **Buyer**, they shall all be bound jointly and severally by the terms, covenants and agreements herein, and the word "Buyer" or "Buyers" shall be deemed and taken to mean each and every person or party mentioned as an owner herein, be the same one or more; and if there be more than one **Contractor**, they shall be bound jointly and severally by the terms, covenants and agreements herein, and the word "Contractor" or "Contractors" shall be deemed and taken to mean each and every person or party mentioned as a Contractor herein be the same one or more.

13.2. Neither the **Buyer** nor the **Contractor** shall assign his interest in this Agreement without the written consent of the other except as to the assignment of proceeds.

13.3. This Agreement shall be governed by the law in effect at the location of the **Property**.

13.4. The parties hereto hereby warrant that they have read and are fully familiar with the terms and conditions of this agreement and agree to be legally bound hereby. The parties further acknowledge that this is a negotiated agreement and that they have each had the opportunity to consult with legal counsel regarding the aforesaid terms and conditions.

CONTRACTOR:

HAUBERT HOMES, INC.

By: Mark C. Pt 9-24-02
*Authorized Signature

Shawn L. Broom
Buyer

Mark C. Pt 9-24-02
*Division Manager

Melinda Broom
Buyer

*NOTE: Both signatures required by **Contractor** to validate Sales Contract.



73 Beaver Drive, DuBois, PA 15801
(814) 375-7038 FAX (814) 375-7039

Change Order No.1

Authority For Change in Sales Contract

By Mutual Agreement Between

Haubert Homes, Inc. (DuBois Office) Contractor
And Shawn & Melissa Bloom Owner.

The following changes, alterations, additions, or substitutions are to be made in work
or materials called for in the plans and specifications, which are part of the Building
Contract signed by the above parties. Date: 10/9/02

#	Changes	Price
1	Half-Round Shingles in Front Gable	\$100.00
2	Vectored Tile Pattern @ Foyer	\$100.00
3	Wire for (1) large light @ Master Bath	N/C
4	Exterior Walk-Out Door @ Garage (This Exterior Light & Switches)	\$500.00
5	Stainless Steel Appliance Package JGBP79 Gas Range GSD5560 Dishwasher GSS25 Refrigerator JVM1861 MicroHood	\$3,490.00
6	Wire for & Install (2) Recessed Lights on Dimmer Switch @ Wet Bar	N/C
Change Order #1		
Total Contract to Date:		\$175,430.00

These changes will be added or subtracted from the next regular payment or, if agreed
upon, at the time of final payment, under terms of the above mentioned contract.

Haubert Homes Representative

Date

10-9-02

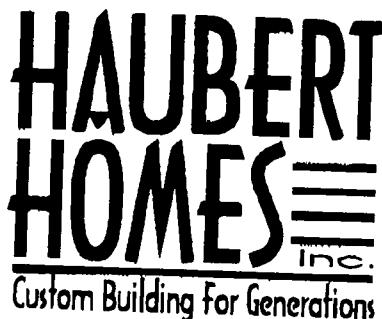
Owner

Owner

Date

10-16-02

Exhibit "B-1"



Custom Building For Generations

73 Beaver Drive, DuBois, PA 15801
(814) 375-7038 FAX (814) 375-7039

Change Order No.2

Authority For Change in Sales Contract

By Mutual Agreement Between

Haubert Homes, Inc. (DuBois Office) Contractor

And Shawn & Melissa Bloom Owner

The following changes, alterations, additions, or substitutions are to be made in work
or materials called for in the plans and specifications, which are part of the Building
Contract signed by the above parties. Date: 11/13/02

#	Changes	Price
1	Rear of Basement to be Full Walk-Out (Additional Block Req'd. to keep Footers below Frost Line)	\$900.00
2	Add 3/0x6/8 Walk-Out Door to Rear Basement Wall w/ Ext. Light	\$500.00
3	Make Entire Family Room Two-Story w/o Cathedral Ceiling	N/C
4	Vanity @ Powder Room is to be a Ped Lav.	N/C

Change Order #2

Total Contract to Date: \$176,830.00

These changes will be added or subtracted from the next regular payment or, if agreed
upon, at the time of final payment, under terms of the above mentioned contract.

Haubert Homes Representative

Mark St

Date 11-13-02

Owner

Owner

Melissa Bloom

Date 11-17-02

Exhibit "B-2"



Custom Building For Generations

73 Beaver Drive, DuBois, PA 15801
(814) 375-7038 ■ FAX (814) 375-7039

Change Order No.3

Authority For Change in Sales Contract

By Mutual Agreement Between

Haubert Homes, Inc. (DuBois Office) Contractor
And Shawn & Melissa Bloom Owner.

The following changes, alterations, additions, or substitutions are to be made in work
or materials called for in the plans and specifications, which are part of the Building
Contract signed by the above parties. Date: 11/20/02

#	Changes	Price
1	Furnace to be Oil Forced Air in lieu of Gas Forced Air NOTE: This price does not include the Fuel Tank.	\$540.00
2	Two-Story Brick Cased Flue for Oil Furnace	\$2,300.00

Change Order #3

Total Contract to Date: \$179,670.00

These changes will be added or subtracted from the next regular payment or, if agreed
upon, at the time of final payment, under terms of the above mentioned contract.

Haubert Homes Representative

Mark C. PT

Date

11-20-02

Owner

Mark C. PT

Melissa Bloom

Date

11-25-02

Exhibit "B-3"



73 Beaver Drive, DuBois, PA 15801
(814) 375-7038 FAX (814) 375-7039

Change Order No.4

Authority For Change in Sales Contract

By Mutual Agreement Between
Haubert Homes, Inc. (DuBois Office) Contractor
And Shawn & Melissa Bloom Owner.

The following changes, alterations, additions, or substitutions are to be made in work
or materials called for in the plans and specifications, which are part of the Building
Contract signed by the above parties. Date: 11/27/02

#	Changes	Price
1	Add (1) 244FX4946 Centered above Fireplace framed @ Standard 2nd Floor Window Height	\$500.00

Change Order #4

Total Contract to Date: \$180,170.00

These changes will be added or subtracted from the next regular payment or, if agreed
upon, at the time of final payment, under terms of the above mentioned contract.

Haubert Homes Representative

Melissa Bloom

Date 11-27-02

Owner

Shawn Bloom

Melissa Bloom

Date 11-30-02

Exhibit "B-4"



73 Beaver Drive, DuBois, PA 15801
(814) 375-7038 FAX (814) 375-7039

Change Order No.5

Authority For Change in Sales Contract

By Mutual Agreement Between

Haubert Homes, Inc. (DuBois Office) Contractor

And Shawn & Melissa Bloom Owner

The following changes, alterations, additions, or substitutions are to be made in work
or materials called for in the plans and specifications, which are part of the Building
Contract signed by the above parties. Date: 1/3/02

#	Changes	Price
1	Electric Range in lieu of Gas	N/C

Change Order #5

Total Contract to Date: \$180,170.00

These changes will be added or subtracted from the next regular payment or, if agreed
upon, at the time of final payment, under terms of the above mentioned contract.

Haubert Homes Representative

Mark L. L.

Date

1-3-02

Owner

Mark L. L.

Owner

Melissa Bloom

Date

1-8-03

Exhibit "B-5"



73 Beaver Drive, DuBois, PA 15801
(814) 375-7038 ■ FAX (814) 375-7039

April 16, 2003

Custom Building For Generations

Shawn & Melissa Bloom
2121 Stroach Road
Curwensville, PA 16833

FINAL SETTLEMENT

Mesquite "B"	\$ 149,900.00
Lot Price:	0.00
Excavation (Includes additional fill needed)	By Owner
Sand Mound	By Owner
Water Hook-Up	By Owner
Stone (For Foundation & Driveway)	By Owner
Turned Gable Centered on Front Elevation	600.00
(2) 1'-0" Wide Windows on either side of Foyer Window (Sim. To Boxwood)	400.00
Brick Under Porch and Front of Garage	1,000.00
Optional 2nd Floor Layout	13,000.00
Hardwood Floor @ Study	960.00
French Doors @ Study	Included
Gas Fireplace w/ Flush Ceramic Hearth	4,100.00
Eliminate Pantry	(80.00)
5'-8" Wet Bar w/ Sink & 64"x42" Plate Glass Mirror	1,250.00
Credit 1/2 Wall w/ BarTop @ Island	(180.00)
Vegetable Sink @ Island	290.00
Half-Round Shingles in Front Gable	100.00
Vectorized Tile Pattern @ Foyer	100.00
Wire for (1) large light @ Master Bath	N/C
Exterior Walk-Out Door @ Garage (This Exterior Light & Switches)	500.00
Stainless Steel Appliance Package	
JGBP79 Gas Range	
GSD5560 Dishwasher	
GSS25 Refrigerator	
JVM1861 MicroHood	3,490.00
Wire for & Install (2) Recessed Lights on Dimmer Switch @ Wet Bar	N/C
Rear of Basement to be Full Walk-Out (Additional Block Req'd. to keep Footers below Frost Line)	900.00

Continued On Next Page

Add 3/0x6/8 Walk-Out Door to Rear Basement Wall w/ Ext. Light	500.00
Make Entire Family Room Two-Story w/o Cathedral Ceiling	N/C
Vanity @ Powder Room is to be a Ped Lav.	N/C
Furnace to be Oil Forced Air in lieu of Gas Forced Air	
NOTE: This price does not include the Fuel Tank.	540.00
Two-Story Brick Cased Flue for Oil Furnace	2,300.00
Add (1) 244FX4946 Centered above Fireplace framed @ Standard	
2nd Floor Window Height	500.00
Electric Range in lieu of Gas	N/C

Total	\$	180,170.00
Less Lot	\$	-
Total Henie Construction	\$	180,170.00

Less Received on Account **\$ 131,928.00**

BALANCE DUE HAUBERT HOMES, INC. \$ 48,242.00

Customer:

Shawn L. Bloom 4-25-03

Customer:

Melissa Bloom 4-25-03

Division Manager:

Michael P.

S2
CONTRACT PAYMENTS FILE INQUIRY

XK - JC130S2

DIVISION 05 DUBOIS
JOB NUMBER 02021 BLOOM, SHAWN

CHECK CHECK #	JOB DATE	DEPOSIT NUMBER	DEPOSIT DATE	ENTRY AMOUNT	REF DATE	BNK#	PAY	DESC
315407619	1/28/03	502021	2/03/03	34232.00	2/03/03	8	P	
315407778	2/26/03	502021	2/28/03	68464.00	2/28/03	8	P	
315407901	3/14/03	502021	3/17/03	29232.00	3/17/03	8	P	
796652133	6/05/03	502021	6/09/03	5000.00	6/10/03	8	P	

TOTAL PAYMENTS.... 136928.00

ALL PAYMENTS HAVE BEEN DISPLAYED FOR DIV/JOB#, USE ROLL KEYS TO SCAN

CMD 5 START NEW INQUIRY

CMD 7 END JOB

VERIFICATION

I, Michael A. Peters, Division Manager of Haubert Homes, Inc., verify that the statements made herein are true and correct to the best of my knowledge, information and belief and are made subject to the penalties of 18 Pa. Con. Stat. Ann. Section 4904 relating to unsworn falsification to authorities.

DATE: September 26, 2003

Michael A. Peters
Name: Michael A. Peters
Title: Division Manager

jc:3464h
#21567

In The Court of Common Pleas of Clearfield County, Pennsylvania

HAUBERT HOMES, INC.

VS.

BLOOM, SHAWN & MELISSA

COMPLAINT

Sheriff Docket # 14624

03-1469-CD

SHERIFF RETURNS

NOW OCTOBER 3, 2003 AT 1:41 PM SERVED THE WITHIN COMPLAINT ON MELISSA BLOOM, DEFENDANT AT RESIDENCE, 2121 STRONACH ROAD, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MELISSA BLOOM A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: DAVIS/MORGILLO

NOW OCTOBER 3, 2003 AT 1:41 PM SERVED THE WITHIN COMPLAINT ON SHAWN BLOOM, DEFENDANT AT RESIDENCE, 2121 STRONACH ROAD, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MELISSA BLOOM, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: DAVIS/MORGILLO

Return Costs

Cost	Description
28.32	SHERIFF HAWKINS PAID BY: ATTY CK# 8066
20.00	SURCHARGE PAID BY: ATTY CK# 8067

Sworn to Before Me This

14th Day, Of Oct 2003
William A. Shaw

So Answers,

*Chester A. Hawkins
by Marilyn Harris*
Chester A. Hawkins
Sheriff

FILED

OCT 14 2003
011545 a.m

William A. Shaw
Prothonotary

no cc GJH

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

HAUBERT HOMES, INC., : CIVIL ACTION - LAW
Plaintiff, :
vs. : No: 1469-2003, CD
SHAWN BLOOM and MELISSA BLOOM, : Type of Case:
Defendants. : CIVIL
: Type of Document:
: MOTION FOR EXTENSION
: OF TIME TO FILE ANSWER
: TO PLAINTIFF'S COMPLAINT
: Filed on Behalf of:
: DEFENDANTS
: Counsel of Record for This Party:
: MARK A. WHEELER, SR.
: Law Offices of Mark A. Wheeler, Sr.
: 512 Main St., PO Box 176
: Reynoldsville, PA 15851-0176
: Voice (814) 653-2000
: Fax (814) 653-2200
: wheeler7@penn.com
: ID No: 64335

FILED

OCT 20 2003

William A. Shaw
Prothonotary/Clerk of Courts

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

HAUBERT HOMES, INC., : CIVIL ACTION - LAW
Plaintiff, :
: No: 1469-2003, CD
vs. :
: SHAWN BLOOM and MELISSA BLOOM, :
Defendants. :

**MOTION FOR EXTENSION OF TIME
TO FILE ANSWER TO PLAINTIFF'S COMPLAINT**

AND NOW, come the Defendants, Shawn Bloom and Melisa Bloom, by and through the Law Offices of Mark A. Wheeler, Sr., by way of Motion for Extension of Time to File Answer to Plaintiff's Complaint and says:

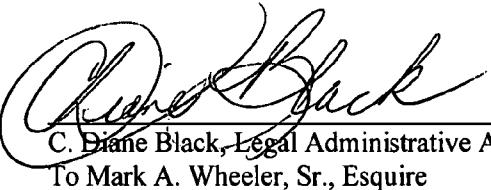
1. Plaintiff filed a Complaint on October 1, 2003 and served Defendants with same on or about October 3, 2003, which under the Rules of Pa.R.C.P. requires an answer within twenty (20) days of service or by October 23, 2003.
2. Defendant's Counsel, Mark A. Wheeler has been out of the country since September 16, 2003 and was scheduled to return to the office on October 6, 2003.
3. Attorney Wheeler became ill during his stay in Tiraspol, Moldova due to his diabetic condition as evidenced by the attached, incorporated herein by reference and labeled Exhibit "A" and was unable to return as scheduled on October 6, 2003.
4. As of the date of this Motion, Attorney Wheeler continues to treat for his illness so that he may return to the United States on or about November 4, 2003

WHEREFORE, Defendants respectfully requests that this Honorable Court grant Defendants' Counsel a sixty-day (60) day extension of time to file an Answer to Plaintiff's Complaint.

Respectfully Submitted,
Wheeler Law

Date: 10-17-03

By:


C. Diane Black, Legal Administrative Assistant
To Mark A. Wheeler, Sr., Esquire

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

VERIFICATION

I, C. DIANE BLACK, Attorney Wheeler's Legal Administrative Assistant, acting on behalf and under the direction of Mark A. Wheeler, Sr., Attorney for the above-named Defendants, verify that the statements made in the foregoing Motion for Extension of Time to File Answer to Plaintiff's Complaint are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities.

Date: 10-47-03


C. Diane Black
Legal Administrative Assistant

WHEELER MARK

6 Т 03 Гидроксилог

Гемоксантина - 12, виноград
шерстя 1,5 г. после едят
жидкость на сухое во рту,
потому, начиная плавать ешут
глубокое ешут, когда же 2,5 недели на 6 кг.

Ан. шеи. Более седативные
животные около 5 лет. Комплексный
антистресс облегчает восстановление
животных - ешут 5, инъекции.

Tab. Glicopophage 850 mg 1/2 т \times 2/3
Tab. Elixifadol 30 mg.

Status present

Общее состояние относительно
удовлетворительное. Комплекс
инъекций барбитураты, гемоксантины,
шесты. Отказ неиз.

Бульбозы на а. о. dorsalis
pedis et tibialis posterior
известны стихиено. Сирено
В левом ухане вену -

левое, хрипят неиз.

Сердечное раздражение гидроксантина
Сог. течет приступо-шесты РЗ 768.

РД 155/90 мм. рт. ст.

Киевам лекарств, б/з.

Перевоз у края реберного дуги
С-иа шесты шесты. О них
с обеих сторон.

Так. отравление б/н.

Рост \approx 105 км. вес 97-9 кг

Р-ж: Седативные гидроксантины
Спиртес естески гемоксантины

Б. ег. сухое естески

Диабетический ангиопатия
иммунных конъюнктив.

Гидроксантины-контрольном-
ное применение 2/5

Седативные гидроксантины
контроль-импрегнированы.

Рекомендации:

1. Всего - 500 mg

2. Таб. Гидроксантина 850 mg 1/2 т \times 2/3

3. Имуно-импрегнированы

4. Таб. Гидроксантина 0,25 mg 1/2 т \times 2/3

5. Таб. Енапаргол 10 mg 1/2 т \times 2/3

6. Таб. Аспид 10 mg 1/2 т \times 2/3

7. Таб. инсулин 6 мг/мл. 1/2 т \times 2/3

8. Гидроксантины, гидроксантины

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

HAUBERT HOMES, INC., : CIVIL ACTION - LAW
Plaintiff, :
: No: 1469-2003, CD
vs. :
: SHAWN BLOOM and MELISSA BLOOM, :
Defendants. :
:

CERTIFICATE OF SERVICE

I hereby verify that true and correct copies of Defendants' Motion for Extension of Time to File Answer to Complaint has been forwarded to the following via First-Class, United States Mail unless otherwise indicated.

Terry R. Heeter, Esquire
The Kooman Law Firm
Marianne Professional Center
Post Office Box 700
Clarion, Pennsylvania 16214

Date: 10-17-03



C. Diane Black, Legal Administrative Assistant
To Mark A. Wheeler, Sr., Esquire

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

HAUBERT HOMES, INC., : CIVIL ACTION - LAW
Plaintiff, :
: No: 1469-2003, CD
vs. :
: SHAWN BLOOM and MELISSA BLOOM, :
Defendants. :
:

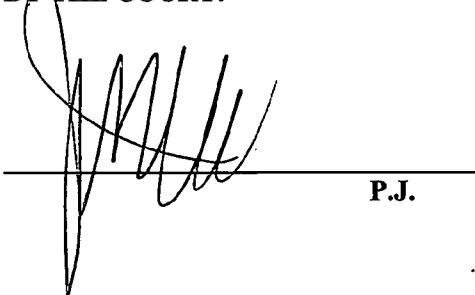
ORDER OF COURT

AND NOW, this 21st day of October, 2003, upon consideration of Defendants'

Motion and for good cause having been shown, it is hereby

ORDERED that Defendants' request for an additional sixty (60) days to file Answer to
Plaintiffs' Complaint is hereby granted.

BY THE COURT:



P.J.

FILED

OCT 21 2003

William A. Shaw
Prothonotary/Clerk of Courts

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

HAUBERT HOMES, INC., :
Plaintiff : No. 1469-2003-CD
:
v. : Type of Case: CIVIL
:
SHAWN BLOOM and MELISSA BLOOM, :
Defendants : Type of Document: Praeclipe for
: Entry of Appearance
:
: Filed on behalf of: Shawn Bloom and
: Melissa Bloom, Defendant
:
: Counsel of Record for this party:
:
:
: RODNEY A. BEARD, ESQUIRE
: Attorney at Law
: Sup. Ct. I.D. No. 49909
:
: 2766 West College Avenue, Suite 100
: State College, PA 16801
:
: (814) 237-3101

FILED

NOV 12 2003

William A. Shaw
Prothonotary/Clerk of Courts

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

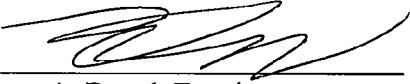
HAUBERT HOMES, INC., :
Plaintiff :
:
v. : No. 1469-2003-CD
:
SHAWN BLOOM and MELISSA BLCOM, :
Defendants :
:

PRAECIPE FOR ENTRY OF APPEARANCE

Kindly enter my appearance on behalf of the Defendants, Shawn Bloom and Melissa Bloom. All papers may be served on the undersigned.

Respectfully submitted,

11/10/03
Date


Rodney A. Beard, Esquire
Sup. Ct. I.D. No. 49909
Rodney A. Beard, P.C.
2766 West College Avenue, Suite 100
State College, PA 16801
(814) 237-3101

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

HAUBERT HOMES, INC., :
Plaintiff :
: :
v. : No. 1469-2003-CD
: :
SHAWN BLOOM and MELISSA BLOOM, :
Defendants :
:

CERTIFICATE OF SERVICE

I hereby certify that the foregoing Praeclipe for Entry of Appearance was served by U.S.
First Class Mail, postage prepaid in State College, Pennsylvania, on the 10th day of
November, 2003, to the following persons:

Mark Wheeler, Sr., Esquire
512 Main Street
P.O. Box 176
Reynoldsville, PA 15851-0176

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

Date 11/10/03


Rodney A. Beard, Esquire

Attorney for Defendants
Sup. Ct. I.D. No. 49909
2766 West College Avenue, Suite 100
State College, PA 16801
(814) 237-3101

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

HAUBERT HOMES, INC., :
Plaintiff : No. 1469-2003-CD
:
v. : Type of Case: CIVIL
:
SHAWN BLOOM and MELISA BLOOM, : Type of Document: Answer, New Matter
Defendants : and Counterclaims
:
: Filed on behalf of: Shawn Bloom and
: Melisa Bloom, Defendant
:
: Counsel of Record for this party:
:
:
: RODNEY A. BEARD, ESQUIRE
: Attorney at Law
: Sup. Ct. I.D. No. 49909
:
: 2766 West College Avenue, Suite 100
: State College, PA 16801
:
: (814) 237-3101

FILED

DEC 22 2003

William A. Shaw
Prothonotary/Clerk of Courts

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

HAUBERT HOMES, INC., :
Plaintiff :
: :
v. : No. 1469-2003-CD
: :
SHAWN BLOOM and MELISA BLOOM, :
Defendants :
:

NOTICE TO PLEAD

TO: HAUBERT HOMES, INC.:

You are hereby notified to plead to the New Matter and Counterclaims within twenty (20) days of service hereof, or judgment may be entered against you.

Respectfully submitted:

12/22/03
Date



Rodney A. Beard, Esquire
Attorney for Defendants
Sup. Ct. I.D. No. 49909
2766 West College Avenue, Suite 100
State College, PA 16801
(814) 237-3101

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

HAUBERT HOMES, INC., :
Plaintiff :
: :
v. : No. 1469-2003-CD
: :
SHAWN BLOOM and MELISA BLOOM, :
Defendants :
:

ANSWER, NEW MATTER AND COUNTERCLAIMS

AND NOW, come the Defendants, Shawn and Melisa Bloom, by and through their undersigned counsel, Rodney A. Beard, Esquire, and set forth the following Answer, New Matter and Counterclaims to the Complaint:

1. Admitted. By way of further answer, it is averred that the registered address for Haubert Homes, Inc., is 15 Central Boulevard, Camp Hill, Pennsylvania, in Cumberland County, Pennsylvania.
2. Admitted in part and denied in part. Defendant is Melisa Bloom and not Melissa Bloom.
3. Admitted in part and denied in part. It is admitted that Haubert Homes, Inc. (hereinafter "Haubert Homes"), and Shawn and Melisa Bloom (hereinafter "Blooms") entered into an agreement on or about September 24, 2002, for construction of a residential home. It is denied that a copy of the agreement is attached to the Complaint as Exhibit A; only a portion of the agreement is attached to the Complaint. The portion attached to the Complaint does not include a "Schedule A," any specific and general conditions, radon disclosure addendum, specifications, plans, drawings, and other matters that were part of the agreement.
4. Admitted. By way of further answer, Haubert Homes was obligated to provide a quality home pursuant to the Agreement.

5. Admitted.

6. Admitted in part and denied in part. It is admitted that the document marked Exhibit "C," attached to the Complaint, designated as a "final settlement," dated April 16, 2003, was signed by Blooms on or about April 25, 2003. It is admitted that this document reflects a Revised Contract Price of \$180,170. It is denied that this document constituted a final settlement. By way of further answer, the Haubert Homes representative stated to Blooms that they must sign the final settlement on April 25, 2003, to prove that the residence was substantially complete prior to the 150-day deadline specified in the Agreement.

7. Admitted in part and denied in part. The contract payment history attached as Exhibit "D," to the Complaint is a document wholly prepared by and within the knowledge of Haubert Homes. Blooms have no knowledge of the matters set forth thereon. By way of further answer, it is not known, and therefore denied, that the payment reflected on Exhibit "D," as being entered on June 10, 2003, in the amount of \$5,000 was actually paid by Blooms or is simply a credit applied by Haubert Homes. Therefore, the averments of this paragraph are denied and strict proof thereof is demanded at the time of trial.

8. Denied. That allegations of paragraph 8 are conclusions of law to which no response is required and they are therefore denied. By way of further response, it is averred that paragraph 5.2 of the Agreement attached to the Complaint as Exhibit A specified a "draw schedule," and further that paragraph 5.8 of the Agreement attached as Exhibit A contains conflicting language that "the Buyer (Blooms) shall not occupy the Contract Work until the Contract Price has been paid in full." All other provisions of the Agreement between Haubert Homes and Blooms which are for the benefit of Blooms are incorporated herein by reference.

9. Admitted in part and denied in part. It is admitted that Haubert Homes takes the position that the Contract Work as specified in the Agreement was substantially completed on or about April 18, 2003. It is denied that the house was substantially completed in accordance with the plans and specifications and other provisions of the Agreement on or about April 18, 2003. To the contrary, various deficiencies exist in the Contract Work, which deficiencies are further specified in the New Matter set forth below and incorporated herein by reference. It is admitted that Blooms moved into the house on or about April 19, 2003.

10. Admitted.

11. Admitted in part and denied in part. It is admitted that Defendants have refused to pay \$42,242 to Plaintiff. It is denied that said amount is the balance under the Agreement. It is further denied that Blooms refusal to pay said amount is due to the "Non-Conforming Work," as specified in this paragraph. To the contrary, Blooms refusal to pay any remaining amount to Haubert Homes is a result of the substantial defects and problems existing in the construction, only a portion of which relate to the leveling problem. The defects and problems with construction are more fully set forth in the New Matter, below, and are incorporated herein by reference.

12. Admitted in part and denied in part. The language of paragraph 10 of the Agreement which is attached to Plaintiff's Complaint is a written document which speaks for itself. Any characterizations or limitations of the writing set forth in this paragraph are specifically denied. It is further denied that Blooms only remedy is limited to two (2) options. To the contrary, the language of paragraph 10 of the Agreement attached to the Complaint is somewhat confusing and reasonably susceptible to various meanings which provide numerous remedies for Blooms.

13. Denied. It is denied that Haubert Homes has offered to repair the Non-Conforming Work. It is further denied that Haubert Homes has offered to repair all of the defects and problems in the house.

14. Denied. It is denied that Haubert Homes' actual cost of repair plus reasonable "markup," is \$5,000. To the contrary, the reasonable costs to repair defects is substantially in excess of \$5,000.

15. Admitted in part and denied in part. It is admitted that Haubert Homes has offered a credit of \$5,000. It is denied that Blooms have refused Haubert Homes' access to the house. To the contrary, Haubert Homes has had an opportunity to review the faulty construction, defects and deficiencies in the house, but the parties have not been able to come to terms on the scope of repair, the method of repair, the reasons for the deficiencies, defects, and problems in the house, and responsibility therefore.

16. Denied. The averments of this paragraph are conclusions of law to which no response is required, and same are therefore denied.

17. Denied. Paragraph 11 of the Agreement attached to the Complaint is a writing which speaks for itself, and any characterizations are therefore denied. By way of further response, Haubert Homes would only be entitled to attorneys fees in the event Haubert Homes terminated the contract in accordance with paragraph 11.

18. Admitted.

WHEREFORE, Blooms respectfully request this Honorable Court dismiss Haubert Homes' Complaint and enter judgment in favor of Blooms and award Blooms damages, costs of suit, attorneys fees, and such other relief as this Honorable Court may deem appropriate.

New Matter

19. Blooms incorporate herein by reference all prior responses to paragraphs set forth above.

20. The Agreement which is attached to the Complaint as Exhibit A was drafted by Haubert Homes.

21. Any ambiguity in the Agreement which is attached to the Complaint as Exhibit A must be construed against Haubert Homes.

22. Blooms were not provided an opportunity to negotiate any of the terms and provisions contained in the Agreement which is attached to the Complaint was Exhibit A.

23. Blooms moved into their new house between April 19 and April 21, 2003.

24. Upon taking possession of their new house, Blooms immediately began to notice various problems, defects, deficiencies, and shoddy workmanship in the home.

25. The defects, problems, deficiencies, and shoddy workmanship include, but are not limited to, the following items:

a. Concrete floor in the basement has pulled away from the block wall leaving gaps between the wall and floor;

b. Edges of the concrete floor in the basement have crumbled and cracked, leaving sizable holes in the floor;

c. Improper compaction of fill underneath the basement floor;

d. Foundation walls are out of square beyond normal tolerances for a quality home in the construction industry in the locale where the Blooms' home is located;

- e. One of the main support beams supporting the first floor of the home is improperly manufactured in a “stepped,” fashion which causes the support beam to be too high in certain areas and push up on the floor of the home;
- f. Floor joists are resting directly on window frames in the basement, without any lintels or support above the windows;
- g. The blower for the furnace is not bolted into its position, and it is defectively installed;
- h. Stair steps leading to the basement are cracked and broken on the sides. Rather than replacing the cracked wood, Haubert Homes utilized plywood to reinforce the wood which causes a deficiency;
- i. Various walls throughout the house are out of square beyond normal construction tolerances for a quality built home in the locale where Blooms’ home is located;
- j. Numerous doors throughout the house will not stay closed;
- k. Numerous doors throughout the house will not latch correctly;
- l. Numerous doors throughout the house fall open by themselves because they are titled severely out of square;
- m. Numerous doors throughout the house were cut in order to fit the out of square jams and doorways;
- n. Nail heads and/or screw heads are protruding through the drywall in numerous locations throughout the house;
- o. Drywall tape is showing in numerous locations throughout the house;
- p. The drywall finish is defective in numerous locations throughout the house;

- q. Walls in numerous locations throughout the house are extremely bowed beyond normal construction tolerances;
- r. Some walls throughout the house are bowed so severely that receptacle and/or switch plate covers do not rest flush on the walls when tightened to the outlet;
- s. The walls around the wet bar area are out of square so severely that the countertop does not fit properly leaving visible gaps between the countertop and walls;
- t. Walls in the family room are not of equal length making the balcony railing not line up correctly;
- u. The balcony railing is unstable, weak and unsafe;
- v. Windows in the family room are not hung at uniform heights;
- w. Tiles around the fire place in the family room are not grouted;
- x. Edges of the tiles around the fireplace in the family room are chipped;
- y. The flooring is significantly out of level in various locations throughout the house beyond normal construction tolerances;
- z. In the first floor powder room, the vanity mirror has a sizeable scratch, and the holes in the drywall for the supply lines to the sink are extremely large, unfinished, and never repaired properly;
 - aa. Floor tile in the foyer area is cracked;
 - bb. The floor in the foyer area is humped and raised in the middle;
 - cc. The grout in the floor in the foyer area cracked and Haubert attempted to remedy this by using flexible caulking which does not match the grout;

dd. The railing on the stairs leading to the second floor is rough and unfinished, with sharp edges where wood is butted together, causing cuts and abrasions to the Blooms;

ee. The spindles and railing on the stairs leading to the second floor are loose;

ff. Carpet on the steps leading to the second floor is pulling up on the edges;

gg. The floors being out of level cause furniture to tip inward and become unstable;

hh. The floors being out of level cause drawers to fall open;

ii. The ceiling in various areas is bowed down;

jj. Pull-down steps to the attic are missing;

kk. Drywall is cracking where walls meet ceilings;

ll. Some doors stick in their jams due to out of level and out of square deficiencies;

mm. Doors and windows are not hung at uniform levels, and out of normal construction tolerances;

nn. Grout is cracked around the garden tub in the master bathroom;

oo. Tub in the master bathroom is cracked and not repaired properly;

pp. Dummy drawer panels on vanity in master bath were not repaired properly;

qq. Foundation walls are cracked;

rr. Roof shingles not installed properly;

ss. Roof shingles not installed in accordance with manufacturer's recommendations;

tt. Exterior hose bib is cracked;

uu. Support beams are undersized;

vv. Unacceptable framing practices were utilized throughout construction of the home;

ww. The floor joists were not squared to the blue print specifications in accordance with normal construction practices;

xx. Access door to space above garage does not contain a latch, but rather just screws;

yy. Support posts not installed correctly;

zz. Toe kicks under cabinets bowed;

aaa. Toe kicks under cabinets stick out on edges;

bbb. Extremely poor and defective workmanship throughout the house.

26. Blooms immediately informed Haubert Homes of many of the defects in the house.

27. Haubert Homes initially ignored Blooms requests to remedy the defects.

28. After numerous attempts at communication by Blooms, Haubert Homes finally returned to the house to inspect the defects.

29. Haubert Homes admitted that the house was out of level.

30. Haubert Homes agreed to address a portion of the out of level problem, but refused to address the entire problem.

31. Haubert Homes refused to provide a guarantee that remedying a portion of the out of level problem would not cause other problems with the house.

32. Although Blooms informed Haubert Homes of the out of square problem, Haubert Homes refused to address this problem.

Counterclaim – Count I

Breach of Contract

33. Blooms incorporate herein by reference all paragraphs set forth above.
34. Haubert Homes breached its contract with the Blooms in the following respects:
 - a. Failing to complete the work in accordance with plans and specifications;
 - b. Failing to complete the work in accordance with applicable Codes;
 - c. Failing to correct deficiencies in the progress of the work;
 - d. Attempting to hide deficiencies in the work;
 - e. Failing to correct deficiencies in the work when Haubert Homes knew or reasonably should have known that the deficiencies needed to be corrected;
 - f. Failing to correct punch list items.
35. As a result of the breach of contract by Haubert Homes, Blooms have been damaged as follows:
 - a. Cost to correct and repair construction deficiencies;
 - b. Loss of use of the property;
 - c. Loss of value of the property;
 - d. Cost of housing while repairs are performed;
 - e. Cost of storing furniture and belongings while repairs are performed; and
 - f. Other costs of repair.

WHEREFORE, Blooms request that judgment be entered in their favor and against Haubert Homes in such amount as may be determined at trial of this matter.

Counterclaim – Count II

Breach of Warranty

36. Blooms incorporate herein by reference all paragraphs set forth above.
37. As part of the Agreement between Haubert Homes and Blooms, Haubert Homes warranted to Blooms that all work will be of good quality, in conformance with the contract documents.
38. The work performed by Haubert Homes is not of good quality.
39. The work performed by Haubert Homes is not in conformance with the contract documents.
40. As a result of the breach by Haubert Homes of the warranties contained in the Agreement between Haubert Homes and Blooms, Blooms have been damaged as set forth above.

WHEREFORE, Blooms respectfully request this Honorable Court enter judgment in their favor and against Haubert Homes in such amount as may be determined at the trial of this matter.

Counterclaim – Count III

Breach of Warranty

41. Blooms incorporate herein by reference all paragraphs set forth above.
42. As part of the Agreement between Haubert Homes and Blooms, Haubert Homes warranted that all framing materials, sizes, and procedures would meet Code.
43. The framing materials, sizes, and procedures utilized by Haubert Homes in the construction of the house for Blooms do not meet Code.
44. As a result of the breach of warranty by Haubert Homes in regard to failure to build the house in accordance with Code, Blooms have been damaged as specified above.

WHEREFORE, Blooms respectfully request this Honorable Court enter judgment in their favor and against Haubert Homes in such amount as may be determined at trial of this matter.

Counterclaim – Count IV

Breach of Implied Warranty

45. Blooms incorporate herein by reference all paragraphs set forth above.
46. New home construction in Pennsylvania carries an implied warranty that the home will be constructed in a workmanlike manner.
47. The home constructed by Haubert Homes for Blooms was not constructed in a workmanlike manner.
48. As a result of breach of the implied warranty of workmanlike construction, Blooms have been damaged as specified above.

WHEREFORE, Blooms respectfully request this Honorable Court enter judgment in their favor and against Haubert Homes in such amount as may be determined at trial of this matter.

Counterclaim – V

Breach of Duty of Good Faith and Fair Dealing

49. Blooms incorporate herein by reference all paragraphs set forth above.
50. The duty of good faith and fair dealing applies in the performance and enforcement of all contracts in Pennsylvania.
51. Haubert Homes knew or reasonably should have known that the home constructed for Blooms contained numerous defects and deficiencies, including but not limited to out of level floors, out of square walls, out of square joists, improper fill compaction, improper support beams, and improperly sized framing members.

52. It is believed and therefore averred that Haubert Homes attempted to hide these defects by cutting down doors to make them fit, and cutting drywall to make it fit.

53. Rather than hiding the defects, the duty of good faith and fair dealing in the performance of any contract in Pennsylvania requires disclosure of defective construction and proper remedying of improper construction.

54. As a result of Haubert Homes' breach of the duty of good faith and fair dealing in the performance of the construction contract for Blooms, Blooms have been damaged as specified above.

WHEREFORE, Blooms respectfully request this Honorable Court enter judgment in their favor and against Haubert Homes in such amount as may be determined at trial of this matter.

Counterclaim – Count VI

Unfair Trade Practices

55. Blooms incorporate herein by reference all paragraphs set forth above.

56. The Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. § 201-1, et seq., applies to the contract and transaction at issue in this case.

57. It is alleged and therefore averred that Haubert Homes violated that Pennsylvania Unfair Trade Practices and Consumer Protection Law in the following respects:

- a. Failing to comply with the terms of the written warranty provided to Blooms. See 73 P.S. § 201-2(xiv);
- b. By making improvements to real property of a nature or quality inferior to or below the standard of that agreed to in writing. See 73 P.S. 201-2(xvi);
- c. Engaging in deceptive conduct which created a likelihood of confusion of misunderstanding. See 73 P.S. 201-2(XXI);

d. As a result of the violation by Haubert Homes of the Pennsylvania Unfair Trade Practices and Consumer Protection Law, Blooms are entitled to bring a private action under the Act in order to recover their loss, with possible trebling, along with costs and reasonable attorneys fees, if the court deems it appropriate.

WHEREFORE, Blooms respectfully request this Honorable Court enter judgment in their favor and against Haubert Homes in such amount as may be determined at trial of this matter.

JURY TRIAL IS DEMANDED.

Respectfully submitted,



Rodney A. Beard
Attorney for Defendants
Sup. Ct. I.D. No. 49909
2766 West College Avenue, Suite 100
State College, PA 16801
(814) 237-3101

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

HAUBERT HOMES, INC.,
Plaintiff
v.
No. 1469-2003-CD

SHAWN BLOOM and MELISA BLOOM,
Defendants

VERIFICATION

We hereby verify that the facts set forth in this Answer, New Matter and Counterclaims are true and correct to the best of our knowledge, information and belief. We understand that any false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.

Date: _____



Shawn Bloom

Date: _____



Melisa Bloom

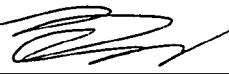
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

HAUBERT HOMES, INC., :
Plaintiff :
: :
v. : No. 1469-2003-CD
: :
SHAWN BLOOM and MELISA BLOOM, :
Defendants :
:

CERTIFICATE OF SERVICE

I hereby certify that the foregoing Answer, New Matter and Counterclaim was served by U.S. First Class Mail, postage prepaid in State College, Pennsylvania, on the 22nd day of December, 2003, to the following person:

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



Rodney A. Beard
Attorney for Defendants
Sup. Ct. I.D. No. 49909
2766 West College Avenue, Suite 100
State College, PA 16801
(814) 237-3101

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

HAUBERT HOMES, INC.,
Plaintiff
v.
SHAWN BLOOM and MELISSA BLOOM,
Defendants

: CIVIL ACTION - LAW
: No. 1469 - 2003 CD
:
: TYPE OF CASE: CIVIL
:
: TYPE OF DOCUMENT:
: Reply to New Matter
: and Counterclaims
:
: FILED ON BEHALF OF:
: Haubert Homes, Inc., Plaintiff
:
: 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:3479h
#21567

FILED

MAR 26 2004

William A. Shaw
Prothonotary/Clerk of Courts

HAUBERT HOMES, INC., : IN THE COURT OF COMMON PLEAS OF
Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA
:
v. : CIVIL ACTION - LAW
:
SHAWN BLOOM and MELISSA BLOOM, :
Defendants : No. 1469-2003-CD

REPLY TO NEW MATTER AND COUNTERCLAIMS

AND NOW, comes the plaintiff, **HAUBERT HOMES, INC.**, by and through its attorney, Terry R. Heeter, and avers that it has a full, complete and just defense to the allegations contained in the new matter and counterclaims of the defendants, the nature whereof is as follows:

1. In response to Paragraph 19 of the complaint, the plaintiff hereby incorporates Paragraphs 1 through 18 of its complaint by reference as fully as if the same were set forth at length herein.

2. The averments of Paragraph 20 of the new matter are admitted.

3. The averments of Paragraph 21 of the new matter constitute conclusions of law to which no response is necessary.

4. The averments of Paragraph 22 of the new matter are denied. On the contrary, the defendants had the ability to negotiate any of the terms and provisions contained in the agreement which is attached to the complaint as Exhibit "A" before executing the same on September 24, 2002.

5. The averments of Paragraph 23 of the new matter are admitted.

6. After reasonable investigation, the plaintiff is without knowledge or information sufficient to form a belief as to the truth of the averments contained in Paragraph 24 of the new matter, therefore said averments are denied and strict proof of the same is demanded at the trial of this matter.

7. In response to Paragraph 25 of the new matter, the plaintiff avers as follows:

a. After reasonable investigation, the plaintiff is without knowledge or information sufficient to form a belief as to the truth of the averments contained in Paragraph 25(a) of the new matter, therefore said averments are denied and strict proof of the same is demanded at the trial of this matter;

b. After reasonable investigation, the plaintiff is without knowledge or information sufficient to form a belief as to the truth of the averments contained in Paragraph 25(b) of the new matter, therefore said averments are denied and strict proof of the same is demanded at the trial of this matter;

c. After reasonable investigation, the plaintiff is without knowledge or information sufficient to form a belief as to the truth of the averments contained in Paragraph 25(c) of the new matter, therefore said averments are denied and strict proof of the same is demanded at the trial of this matter. By way of further answer, the defendants provided and installed the fill underneath the basement floor;

d. After reasonable investigation, the plaintiff is without knowledge or information sufficient to form a belief as to the truth of the averments contained in

Paragraph 25(d) of the new matter, therefore said averments are denied and strict proof of the same is demanded at the trial of this matter;

e. After reasonable investigation, the plaintiff is without knowledge or information sufficient to form a belief as to the truth of the averments contained in Paragraph 25(e) of the new matter, therefore said averments are denied and strict proof of the same is demanded at the trial of this matter;

f. The averments of Paragraph 25(f) of the new matter are denied. On the contrary, the floor joists were properly placed in the home;

g. After reasonable investigation, the plaintiff is without knowledge or information sufficient to form a belief as to the truth of the averments contained in Paragraph 25(g) of the new matter, therefore said averments are denied and strict proof of the same is demanded at the trial of this matter. By way of further answer, it is the standard procedure of the plaintiff to reinforce the stair stringer with plywood;

h. After reasonable investigation, the plaintiff is without knowledge or information sufficient to form a belief as to the truth of the averments contained in Paragraph 25(h) of the new matter, therefore said averments are denied and strict proof of the same is demanded at the trial of this matter;

i. After reasonable investigation, the plaintiff is without knowledge or information sufficient to form a belief as to the truth of the averments contained in Paragraph 25(i) of the new matter, therefore said averments are denied and strict proof of the same is demanded at the trial of this matter;

j. The averments of Paragraph 25(j) of the new matter are denied as stated. On the contrary, the defendant is without knowledge or information sufficient to form a response as to what the term "numerous doors" means. By way of further answer, the

plaintiff was aware that doors would not stay closed in a portion of the house as a result of the Non-Conforming Work as identified in the complaint;

k. The averments of Paragraph 25(k) of the new matter are denied as stated. On the contrary, the defendant is without knowledge or information sufficient to form a response as to what the term "numerous doors" means;

l. The averments of Paragraph 25(l) of the new matter are denied as stated. On the contrary, the defendant is without knowledge or information sufficient to form a response as to what the term "numerous doors" means. By way of further answer, the plaintiff was aware that the doors would fall open in a portion of the house as a result of the Non-Conforming Work as identified in the complaint;

m. The averments of Paragraph 25(m) of the new matter are denied as stated. On the contrary, the defendant is without knowledge or information sufficient to form a response as to what the term "numerous doors" means. By way of further answer, it is admitted that certain doors were cut as a result of the Non-Conforming Work as identified in the Complaint;

n. After reasonable investigation, the plaintiff is without knowledge or information sufficient to form a belief as to the truth of the averments contained in Paragraph 25(n) of the new matter, therefore said averments are denied and strict proof of the same is demanded at the trial of this matter. By way of further answer, the items alleged in Paragraph 25(n) of the new matter are common in all new home construction and this is a warranty item that the plaintiff will correct once the balance of the contract price is paid;

o. After reasonable investigation, the plaintiff is without knowledge or information sufficient to form a belief as to the truth of the averments contained in Paragraph 25(o) of the new matter, therefore said

averments are denied and strict proof of the same is demanded at the trial of this matter. By way of further answer, the items alleged in Paragraph 25(o) of the new matter are common in all new home construction and this is a warranty item that the plaintiff will correct once the balance of the contract price is paid;

p. After reasonable investigation, the plaintiff is without knowledge or information sufficient to form a belief as to the truth of the averments contained in Paragraph 25(p) of the new matter, therefore said averments are denied and strict proof of the same is demanded at the trial of this matter;

q. After reasonable investigation, the plaintiff is without knowledge or information sufficient to form a belief as to the truth of the averments contained in Paragraph 25(q) of the new matter, therefore said averments are denied and strict proof of the same is demanded at the trial of this matter;

r. After reasonable investigation, the plaintiff is without knowledge or information sufficient to form a belief as to the truth of the averments contained in Paragraph 25(r) of the new matter, therefore said averments are denied and strict proof of the same is demanded at the trial of this matter;

s. After reasonable investigation, the plaintiff is without knowledge or information sufficient to form a belief as to the truth of the averments contained in Paragraph 25(s) of the new matter, therefore said averments are denied and strict proof of the same is demanded at the trial of this matter;

t. After reasonable investigation, the plaintiff is without knowledge or information sufficient to form a belief as to the truth of the averments contained in Paragraph 25(t) of the new matter, therefore said averments are denied and strict proof of the same is demanded at the trial of this matter;

u. After reasonable investigation, the plaintiff is without knowledge or information sufficient to form a belief as to the truth of the averments contained in Paragraph 25(u) of the new matter, therefore said averments are denied and strict proof of the same is demanded at the trial of this matter;

v. After reasonable investigation, the plaintiff is without knowledge or information sufficient to form a belief as to the truth of the averments contained in Paragraph 25(v) of the new matter, therefore said averments are denied and strict proof of the same is demanded at the trial of this matter;

w. After reasonable investigation, the plaintiff is without knowledge or information sufficient to form a belief as to the truth of the averments contained in Paragraph 25(w) of the new matter, therefore said averments are denied and strict proof of the same is demanded at the trial of this matter;

x. After reasonable investigation, the plaintiff is without knowledge or information sufficient to form a belief as to the truth of the averments contained in Paragraph 25(x) of the new matter, therefore said averments are denied and strict proof of the same is demanded at the trial of this matter;

y. The averments of Paragraph 25(j) of the new matter are denied as stated. On the contrary, the defendant is without knowledge or information sufficient to form a response as to what the term "various locations" means. By way of further answer, the plaintiff is aware of a leveling issue, which was identified as the Non-Conforming Work in the complaint;

z. After reasonable investigation, the plaintiff is without knowledge or information sufficient to form a belief as to the truth of the averments contained in Paragraph 25(z) of the new matter, therefore said averments are denied and strict proof of the same is demanded at the trial of this matter;

aa. The averments of Paragraph 25(aa) of the new matter are admitted. By way of further answer, this is a warranty item that will be corrected upon final payment pursuant to the terms of the agreement;

bb. The averments of Paragraph 25(bb) of the new matter are admitted. By way of further answer, this is a warranty item that will be corrected upon final payment pursuant to the terms of the agreement;

cc. The averments of Paragraph 25(cc) of the new matter are admitted. By way of further answer, this is a warranty item that will be corrected upon final payment pursuant to the terms of the agreement;

dd. After reasonable investigation, the plaintiff is without knowledge or information sufficient to form a belief as to the truth of the averments contained in Paragraph 25(dd) of the new matter, therefore said averments are denied and strict proof of the same is demanded at the trial of this matter;

ee. After reasonable investigation, the plaintiff is without knowledge or information sufficient to form a belief as to the truth of the averments contained in Paragraph 25(ee) of the new matter, therefore said averments are denied and strict proof of the same is demanded at the trial of this matter;

ff. After reasonable investigation, the plaintiff is without knowledge or information sufficient to form a belief as to the truth of the averments contained in Paragraph 25(ff) of the new matter, therefore said averments are denied and strict proof of the same is demanded at the trial of this matter;

gg. After reasonable investigation, the plaintiff is without knowledge or information sufficient to form a belief as to the truth of the averments contained in Paragraph 25(gg) of the new matter, therefore said averments are denied and strict proof of the same is demanded at the trial of this matter;

hh. The averments of Paragraph 25(hh) of the new matter are denied as stated. On the contrary, the defendant is without knowledge or information sufficient to form a response as to what the term "numerous doors" means. By way of further answer, the plaintiff was aware that doors would not stay closed in a portion of the house as a result of the Non-Conforming Work as identified in the complaint;

ii. After reasonable investigation, the plaintiff is without knowledge or information sufficient to form a belief as to the truth of the averments contained in Paragraph 25(ii) of the new matter, therefore said averments are denied and strict proof of the same is demanded at the trial of this matter;

jj. The averments of Paragraph 25(hh) of the new matter are denied. On the contrary, the pull down attic steps were not included in the contract.

kk. After reasonable investigation, the plaintiff is without knowledge or information sufficient to form a belief as to the truth of the averments contained in Paragraph 25(kk) of the new matter, therefore said averments are denied and strict proof of the same is demanded at the trial of this matter. By way of further answer, the items alleged in Paragraph 25(kk) of the new matter are common in all new home construction;

ll. After reasonable investigation, the plaintiff is without knowledge or information sufficient to form a belief as to the truth of the averments contained in Paragraph 25(ll) of the new matter, therefore said averments are denied and strict proof of the same is demanded at the trial of this matter;

mm. After reasonable investigation, the plaintiff is without knowledge or information sufficient to form a belief as to the truth of the averments contained in Paragraph 25(mm) of the new matter, therefore said averments are denied and strict proof of the same is demanded at the trial of this matter;

nn. After reasonable investigation, the plaintiff is without knowledge or information sufficient to form a belief as to the truth of the averments contained in Paragraph 25(nn) of the new matter, therefore said averments are denied and strict proof of the same is demanded at the trial of this matter. By way of further answer, the items alleged in Paragraph 25(nn) of the new matter are common in all new home construction;

oo. After reasonable investigation, the plaintiff is without knowledge or information sufficient to form a belief as to the truth of the averments contained in Paragraph 25(oo) of the new matter, therefore said averments are denied and strict proof of the same is demanded at the trial of this matter;

pp. After reasonable investigation, the plaintiff is without knowledge or information sufficient to form a belief as to the truth of the averments contained in Paragraph 25(pp) of the new matter, therefore said averments are denied and strict proof of the same is demanded at the trial of this matter;

qq. After reasonable investigation, the plaintiff is without knowledge or information sufficient to form a belief as to the truth of the averments contained in Paragraph 25(qq) of the new matter, therefore said averments are denied and strict proof of the same is demanded at the trial of this matter;

rr. After reasonable investigation, the plaintiff is without knowledge or information sufficient to form a belief as to the truth of the averments contained in Paragraph 25(rr) of the new matter, therefore said averments are denied and strict proof of the same is demanded at the trial of this matter;

ss. After reasonable investigation, the plaintiff is without knowledge or information sufficient to form a belief as to the truth of the averments contained in Paragraph 25(ss) of the new matter, therefore said averments are denied and strict proof of the same is demanded at the trial of this matter;

tt. The averments of Paragraph 25(tt) of the new matter are admitted. By way of further answer, this is a warranty item that will be corrected upon final payment pursuant to the terms of the agreement;

uu. The averments of Paragraph 25(uu) of the new matter are denied. On the contrary, the support beams are properly sized for the home;

vv. The averments of Paragraph 25(vv) of the new matter are denied. On the contrary, the framing used in the home was in accordance with construction practice;

ww. The averments of Paragraph 25(ww) of the new matter are denied. On the contrary, the floor joists were squared to the blue print specifications in accordance with normal construction procedures;

xx. The averments of Paragraph 25(xx) of the new matter are admitted. By way of further answer, the issue with the support posts is the basis of the Non-Conforming Work;

yy. After reasonable investigation, the plaintiff is without knowledge or information sufficient to form a belief as to the truth of the averments contained in Paragraph 25(yy) of the new matter, therefore said averments are denied and strict proof of the same is demanded at the trial of this matter;

zz. After reasonable investigation, the plaintiff is without knowledge or information sufficient to form a belief as to the truth of the averments contained in Paragraph 25(zz) of the new matter, therefore said averments are denied and strict proof of the same is demanded at the trial of this matter;

aaa. After reasonable investigation, the plaintiff is without knowledge or information sufficient to form a belief as to the truth of the averments contained in Paragraph 25(aaa) of the new matter, therefore said

averments are denied and strict proof of the same is demanded at the trial of this matter;

bbb. The averments of Paragraph 25(bbb) of the new matter are denied. On the contrary, the home was constructed in a good and workmanship like manner.

8. The averments of Paragraph 26 of the new matter are denied as stated. It is admitted that defendants informed plaintiff of the Non-Conforming Work, but it is denied that defendants have informed plaintiff of all of the alleged defects as set forth in defendants' answer and new matter. By way of further answer, the plaintiff (1) incorporates Paragraph 7 hereof as fully as if the same were set forth at length herein and (2) the majority of the items now complained of are warranty items that will be corrected upon final payment.

9. The averments of Paragraph 27 of the new matter are denied. On the contrary, the plaintiff has attempted to respond to all such requests of the defendants.

10. The averments of Paragraph 28 of the new matter are denied as stated. By way of further answer, it is admitted that the plaintiff meet with the defendants to inspect the home.

11. The averments of Paragraph 29 of the new matter are admitted.

12. The averments of Paragraph 30 of the new matter are denied as stated for the reason that the plaintiff is unaware of what the term "entire problem" means.

13. The averments of Paragraph 31 of the new matter are denied as stated. On the contrary, the plaintiff is willing to take the action to remedy any and all problems caused by the out of level problem.

14. The averments of Paragraph 32 of the new matter are denied. On the contrary, the home is not out of square.

WHEREFORE, the plaintiff, Haubert Homes, Inc., denies being indebted to any party for any sum or sums whatsoever and demands judgment in its favor plus costs of court.

Counterclaim - Count I

Breach of Contract

15. In response to Paragraph 33 of the answer, new matter and counterclaims, the plaintiff hereby incorporates Paragraphs 1 through 14 of the foregoing reply to new matter by reference as fully as if the same were set forth at length herein.

16. The averments of Paragraph 34 of the new matter constitute conclusions of law to which no response is necessary. In the event that it is ultimately determined that a response to said allegations is necessary, the averments of Paragraph 34 of

the new matter are denied and in response thereto, the plaintiff avers as follows:

- a. With the exception of the Non-Conforming Work as identified in the complaint, the plaintiff has completed the work in accordance with plans and specifications;
- b. With the exception of the Non-Conforming Work as identified in the complaint, the plaintiff has completed the work in accordance with applicable Codes;
- c. Upon final payment as required by the agreement, the plaintiff will perform the warranty work necessary to resolve the deficiencies in the work;
- d. The plaintiff has not attempted to hid deficiencies in the work;
- e. Upon final payment as required by the agreement, the plaintiff will perform the warranty work necessary to resolve the deficiencies in the work;
- f. Upon final payment as required by the agreement, the plaintiff will perform the warranty work necessary to correct all appropriate punch list items.

17. The averments of Paragraph 35 of the counterclaim constitute conclusions of law to which no response is necessary. In the event that it is ultimately determined that a response to said allegations is necessary, the averments of Paragraph 35 of the counterclaim are denied. On the contrary, the defendant has not been damaged and in the event that the defendant has been damaged, their remedy is limited to Paragraph 10 of the agreement.

WHEREFORE, the plaintiff, Haubert Homes, Inc., denies being indebted to any party for any sum or sums whatsoever and demands judgment in its favor plus costs of court.

Counterclaim - Count II

Breach of Warranty

18. In response to Paragraph 36 of the answer, new matter and counterclaims, the plaintiff hereby incorporates Paragraphs 1 through 17 of the foregoing reply to new matter by reference as fully as if the same were set forth at length herein.

19. The averments of Paragraph 37 of the counterclaim constitute conclusions of law to which no response is necessary. By way of further answer, the plaintiff agreed to construct the home pursuant to the terms of the agreement.

20. The averments of Paragraph 38 of the counterclaim are denied. On the contrary, with the exception of the Non-Conforming Work as identified in the complaint, the work performed by the plaintiff was in conformance with the contract documents.

21. The averments of Paragraph 39 of the counterclaim constitute conclusions of law to which no response is necessary. In the event that it is ultimately determined that a response to said allegations is necessary, the averments of Paragraph 39 of

the counterclaim are denied. On the contrary, with the exception of the Non-Conforming Work as identified in the complaint, the work performed by the plaintiff was in conformance with the contract documents.

22. The averments of Paragraph 40 of the counterclaim constitute conclusions of law to which no response is necessary. In the event that it is ultimately determined that a response to said allegations is necessary, the averments of Paragraph 35 of the counterclaim are denied. On the contrary, the defendant has not been damaged and in the event that the defendant has been damaged, their remedy is limited to Paragraph 10 of the agreement.

WHEREFORE, the plaintiff, Haubert Homes, Inc., denies being indebted to any party for any sum or sums whatsoever and demands judgment in its favor plus costs of court.

Counterclaim - Count III

Breach of Warranty

23. In response to Paragraph 41 of the answer, new matter and counterclaims, the plaintiff hereby incorporates Paragraphs 1 through 22 of the foregoing reply to new matter by reference as fully as if the same were set forth at length herein.

24. The averments of Paragraph 42 of the counterclaim are denied as stated. On the contrary, the plaintiff agreed to perform the work pursuant to the terms of the Agreement.

25. The averments of Paragraph 43 of the counterclaim constitute conclusions of law to which no response is necessary. In the event that it is ultimately determined that a response to said allegations is necessary, the defendant avers that the framing materials, sizes and procedures utilized in the construction do meet Code.

26. The averments of Paragraph 44 of the counterclaim constitute conclusions of law to which no response is necessary. In the event that it is ultimately determined that a response to said allegations is necessary, the averments of Paragraph 35 of the counterclaim are denied. On the contrary, the defendant has not been damaged and in the event that the defendant has been damaged, their remedy is limited to Paragraph 10 of the agreement.

WHEREFORE, the plaintiff, Haubert Homes, Inc., denies being indebted to any party for any sum or sums whatsoever and demands judgment in its favor plus costs of court.

Counterclaim - Count IV

Breach of Implied Warranty

27. In response to Paragraph 45 of the answer, new matter and counterclaims, the plaintiff hereby incorporates Paragraphs 1 through 26 of the foregoing reply to new matter as fully as if the same were set forth at length herein.

28. The averments of Paragraph 46 of the counterclaim constitute conclusions of law to which no response is necessary. By way of further answer, the contract includes an exclusion of warranties, which removes any implied warranties from this cause of action.

29. The averments of Paragraph 47 of the counterclaim constitute conclusions of law to which no response is necessary.

30. The averments of Paragraph 48 of the counterclaim constitute conclusions of law to which no response is necessary. In the event that it is ultimately determined that a response to said allegations is necessary, the plaintiff incorporates Paragraph 28 herein as fully as if the same were set forth at length herein.

WHEREFORE, the plaintiff, Haubert Homes, Inc., denies being indebted to any party for any sum or sums whatsoever and demands judgment in its favor plus costs of court.

Counterclaim - V

Breach of Duty of Good Faith and Fair Dealing

31. In response to Paragraph 49 of the answer, new matter and counterclaims, the plaintiff hereby incorporates Paragraphs 1 through 30 of the foregoing reply to new matter as fully as if the same were set forth at length herein.

32. The averments of Paragraph 50 of the counterclaim constitute conclusions of law to which no response is necessary.

33. The averments of Paragraph 51 of the counterclaim are denied. On the contrary, with the exception of the Non-Conforming Work as identified in the complaint, the home was built in accordance with the terms of the agreement.

34. The averments of Paragraph 52 of the counterclaim are admitted in part and denied in part. It is admitted that the plaintiff did cut doors and drywall during construction to rectify the leveling problem. It is denied that the plaintiff took these actions in an attempt to hide the leveling problem from the defendants. On the contrary, these actions were taken based on the information then available and in an attempt to comply with the contract schedule. At all times since the severity of the leveling problem was known to the parties, the

plaintiff has been and continues to be ready and willing to correct the leveling problem.

35. The averments of Paragraph 53 of the counterclaim constitute conclusions of law to which no response is necessary.

36. The averments of Paragraph 54 of the counterclaim constitute conclusions of law to which no response is necessary.

WHEREFORE, the plaintiff, Haubert Homes, Inc., denies being indebted to any party for any sum or sums whatsoever and demands judgment in its favor plus costs of court.

Counterclaim - Count VI

Unfair Trade Practices

37. The plaintiff hereby incorporates Paragraphs 1 through 36 of the foregoing reply to new matter as fully as if the same were set forth at length herein.

38. The averments of Paragraph 56 of the counterclaim constitute conclusions of law to which no response is necessary.

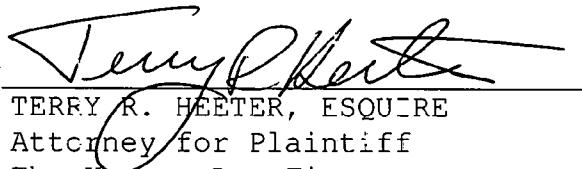
39. The averments of Paragraph 57 of the counterclaim constitute conclusions of law to which no response is necessary.

In the event that it is ultimately determined that a response to said allegations is necessary, the averments of Paragraph 35 of the counterclaim are denied. On the contrary, the defendant has not been damaged and in the event that the defendant has been

damaged, their remedy is limited to Paragraph 10 of the agreement.

WHEREFORE, the plaintiff, Haubert Homes, Inc., denies being indebted to any party for any sum or sums whatsoever and demands judgment in its favor plus costs of court.

Respectfully submitted

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

TRH/jc:0056h
#21567

VERIFICATION

I, **MICHAEL A. PETERS**, Division Manager of Haubert Homes, Inc., verify that the statements made herein are true and correct to the best of my knowledge, information and belief and are made subject to the penalties of 18 Pa. Con. Stat. Ann. Section 4904 relating to unsworn falsification to authorities.

DATE: March 23rd, 2004

Michael A. Peters
Name: Michael A. Peters
Title: Division Manager

jc:3464h
#21567

HAUBERT HOMES, INC., Plaintiff : IN THE COURT OF COMMON PLEAS OF
v. : CLEARFIELD COUNTY, PENNSYLVANIA
: :
SHAWN BLOOM and MELISSA BLOOM, Defendant : CIVIL ACTION - LAW
: :
: : No. 1469 - 2003 CD

CERTIFICATE OF SERVICE

I hereby certify that I have this 24th day of March, 2004, served the foregoing Reply to New Matter and Counterclaims by depositing a true and correct copy of the same in the United States mail, postage paid, at Clarion, Pennsylvania, addressed to the following:

RODNEY A. BEARD, ESQUIRE
2766 West College Avenue, Suite 100
State College, PA 16801

Respectfully submitted,

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

jc:0080h
#21567

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

HAUBERT HOMES, INC.
Plaintiff

vs.

SHAWN BLOOM and
MELISA BLOOM,
Defendants

: CIVIL ACTION - LAW
: No. 1469-2003-CD
:
: TYPE OF CASE: CIVIL
:
: TYPE OF DOCUMENT:
: Affidavit of Service
:
: FILED ON BEHALF OF:
: Haubert Homes, Inc, Plaintiff
:
: 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

ks:0139h
#21567

FILED

JUN 07 2004

William A. Shaw
Prothonotary/Clerk of Courts

Sworn and subscribed to before me
this 3rd day of June, 2004.

Kimberly J. Slaugenhouette
Notary Public

My Commission Expires:

Notarial Seal
Kimberly J. Slaugenhouette, Notary Public
Paint Twp., Clarion County
My Commission Expires Sept. 24, 2005

Member, Pennsylvania Association of Notaries

ks:0137h
#21567

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

HAUBERT HOMES, INC.
Plaintiff

vs.

SHAWN BLOOM and
MELISA BLOOM,
Defendants

: CIVIL ACTION - LAW
:
: No. 1469-2003-CD
:
: TYPE OF CASE: CIVIL
:
: TYPE OF DOCUMENT:
: Notice of Serving
:
: FILED ON BEHALF OF:
: Haubert Homes, Inc., Plaintiff
:
: 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:0139h
#21567

FILED *no*
110:54 AM
SEP 16 2004

William A. Shaw
Prothonotary/Clerk of Courts

HAUBERT HOMES, INC., : IN THE COURT OF COMMON PLEAS OF
Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA
:
v. :
: CIVIL ACTION - LAW
SHAWN BLOOM and :
MELISA BLOOM, :
Defendants : No. 1469-2003-CD

NOTICE OF SERVING REQUEST FOR ENTRY UPON PROPERTY OF DEFENDANT

This is to certify that the original Notice of Serving Request for Entry Upon Property of Defendant Pursuant to Pa R.C.P. No. 4009.32 was served by United States mail, postage paid upon all counsel of record listed below on the 14th day of September, 2004.

RODNEY A. BEARD, ESQUIRE
2766 West College Avenue, Suite 100
State College, PA 16801

Respectfully submitted

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

jc:0264h
#21567

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

HAUBERT HOMES, INC., :
Plaintiff : No. 1469-2003-CD
: Type of Case: CIVIL
v. :
SHAWN BLOOM and MELISA BLOOM, : Type of Document: Praeclipe
Defendants :
: Filed on behalf of: Shawn Bloom and
: Melisa Bloom, Defendant
: Counsel of Record for this party:
: RODNEY A. BEARD, ESQUIRE
: Attorney at Law
: Sup. Ct. I.D. No. 49909
: 320 Rolling Ridge Drive, Suite A
: Bellefonte, PA 16823
: (814) 548-0028

6/2
FILED NO CC
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AUG 19 2005 copy to
CIA

William A. Shaw
Prothonotary/Clerk of Courts

ORIGINAL

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

HAUBERT HOMES, INC., :
Plaintiff :
:
v. : No. 1469-2003-CD
:
SHAWN BLOOM and MELISA BLOOM, :
Defendants :
:

PRAECIPE

TO THE PROTHONOTARY:

Kindly change my address in your official records for the above referenced matter as follows:

New Address:

Rodney A. Beard
Beard Law Company
320 Rolling Ridge Drive, Suite A
Bellefonte, PA 16823
(814) 548-0028 phone
(814) 548-0030 fax

Respectfully submitted,

8/17/15
Date



Rodney A. Beard, Esquire
Sup. Ct. I.D. No. 49909
320 Rolling Ridge Drive, Suite A
Bellefonte, PA 16823
(814) 548-0028

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

HAUBERT HOMES, INC., :
Plaintiff :
: :
v. : No. 1469-2003-CD
: :
SHAWN BLOOM and MELISA BLOOM, :
Defendants :
:

CERTIFICATE OF SERVICE

I hereby certify that the foregoing Praeclipe was served by U.S. First Class Mail, postage prepaid in Bellefonte, Pennsylvania, on the 18th day of August, 2005, to the following person:

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



Rodney A. Beard
Sup. Ct. I.D. No. 49909
320 Rolling Ridge Drive, Suite A
Bellefonte, PA 16823
(814) 548-0028

M
FILED

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AUG 30 2007

BLK
William A. Shaw
Prothonotary/Clerk of Courts
No C/C

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

HAUBERT HOMES, INC.
Plaintiff

vs.

SHAWN BLOOM and
MELISA BLOOM,
Defendants

: CIVIL ACTION - LAW
:
: No. 1469-2003-CD
:
: TYPE OF CASE: CIVIL
:
: TYPE OF DOCUMENT:
: Affidavit of Service of Responses
: to Defendants' Request for
: Admissions and Accompanying
: Interrogatory to Plaintiff and
: Defendants' Interrogatories to
: Plaintiff Haubert Homes (Set Two)
:
: FILED ON BEHALF OF:
: Haubert Homes, Inc., Plaintiff
:
: COUNSEL OF RECORD FOR THIS PARTY:
: TERRY R. HEETER
: Supreme Court No. 52750
:
: Kooman, Heeter & Associates, PC
: Marianne Professional Center
: P.O. Box 700
: Clarion, PA 16214
: (814) 226-9100

jc
#21567

HAUBERT HOMES, INC., : IN THE COURT OF COMMON PLEAS OF
Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA
:
v. : CIVIL ACTION - LAW
:
SHAWN BLOOM and MELISA BLOOM, :
Defendants : No. 1469-2003-CD

**AFFIDAVIT OF SERVICE OF RESPONSES TO DEFENDANTS' REQUESTS
FOR ADMISSIONS AND ACCOMPANYING INTERROGATORY TO PLAINTIFF
AND ANSWERS TO DEFENDANTS' INTERROGATORIES TO
PLAINTIFF HAUBERT HOMES (SET TWO)**

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF CLARION)

I, **TERRY R. HEETER**, who, being duly sworn according to law depose and say that on the 28th day of August, 2007, I served the Responses to Defendants' Request for Admissions and Accompanying Interrogatory to Plaintiff and Answers to Defendants' Interrogatories to Plaintiff Haubert Homes (Set Two) by depcsiting them in the United States mail, postage paid at Clarion, Pennsylvania, addressed to the following:

RODENY A. BEARD, ESQUIRE
320 Rolling Ridge Drive, Suite A
Bellefonte, PA 16823



TERRY R. HEETER, ESQUIRE
Kooman Heeter & Associates, PC
Attorney for Plaintiff
Marianne Professional Center
P.O. Box 700
Clarion, PA 16214
(814) 226-9100

Sworn and subscribed to before me
this 28th day of August, 2007.

Jennifer M. Cussins
Notary Public
My Commission Expires:

JC
#21567

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Jennifer M. Cussins Notary Public
Paint Twp., Clarion County
My Commission Expires Jan. 22, 2008
Member, Pennsylvania Association Of Notaries

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

HAUBERT HOMES

* NO. 2003-1469-CD

Plaintiff

*

vs.

*

SHAWN BLOOM and MELISSA BLOOM

*

Defendants

*

FILED

RE

MAR 01 2013

01-176

William A. Shaw
Prothonotary/Clerk of Courts

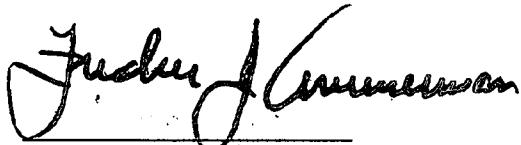
WANT TO ATTY

ORDER

RE

NOW, this 1st day of March, 2013, it is the ORDER of this Court that a status conference in the above-captioned case be and is hereby scheduled for the 1st day of April, 2013 at 1:30 pm. in Chambers, Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

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

FILED

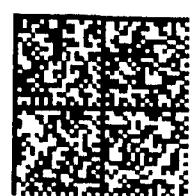
MAR 15 2013
MAR 23 2013
William A. Shaw
Prothonotary/Clerk of Courts

Rodney A. Beard, Esq.
320 Rolling Ridge Drive, Ste. A
Bellefonte, PA 16823

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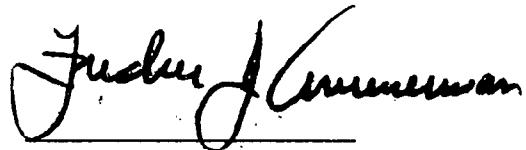
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

HAUBERT HOMES * NO. 2003-1469-CD
Plaintiff *
vs. *
SHAWN BLOOM and MELISSA BLOOM *
Defendants *

ORDER

NOW, this 1st day of March, 2013, it is the ORDER of this Court that a status conference in the above-captioned case be and is hereby scheduled for the 1st day of April, 2013 at 1:30 pm. in Chambers, Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

2nd Assessment and Warrant and
Statement filed in this case.

MAR 01 2013

Attest.



William H.
Prothonotary
Clerk of Courts

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

HAUBERT HOMES

* NO. 2003-1469-CD

Plaintiff

*

vs.

*

SHAWN BLOOM and MELISSA BLOOM

*

Defendants

*

ORDER

NOW, this 1st day of April, 2013, upon request of Rodney A. Beard, Esquire; it is the ORDER of this Court that the **status conference** in the above-captioned case scheduled for **April 1, 2013** be and is hereby **rescheduled to the 8th day of May, 2013 at 1:30 p.m.** in Courtroom No. 1, Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

FILED

04/10/2013
APR 02 2013

William A. Shaw
Prothonotary/Clerk of Courts

ICC Atts:
Heeter
Beard
Wheeler
612

FILED

APR 02 2013

DATE: 4-2-13

William A. Shaw
Prothonotary/Clerk of Courts

You are responsible for serving all appropriate parties.

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

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney

Special Instructions:

William A. Shaw
Prothonotary/Clerk of Courts
Po Box 549
Clearfield, PA 16830.

FILED (G)

4 APR 08 2013
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William A. Shaw
Prothonotary/Clerk of Courts

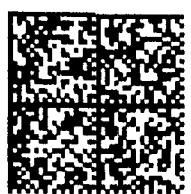
Prothonotary/Clerk of Courts

UTT-

Rodney A. Beard, Esq.
320 Rolling Ridge Drive, Ste. A
Bellefonte, PA 16823

Beard, Esq.
Ridge Drive, Ste. A
PA 16823

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OFFICE OF THE PROTHONOTARY and CLERK OF COURTS

WILLIAM A. SHAW
Prothonotary/Clerk of Courts

JACKI KENDRICK
Deputy Prothonotary/
Clerk of Courts

PHONE: 814-765-2641 ext. 1330



R. Beard

JOHN SUGHRUE, ESQ.
Solicitor

BONNIE HUDSON
Administrative Assistant

FAX: 814-765-7659
www.clearfieldco.org

To: All Concerned Parties

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.

William A. Shaw, Prothonotary

DATE: 4-2-13

You are responsible for serving all appropriate parties.

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

Plaintiff(s) X Plaintiff(s) Attorney _____ Other _____

Defendant(s) Y Defendant(s) Attorney _____

Special Instructions: _____

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

HAUBERT HOMES

* NO. 2003-1469-CD

Plaintiff

*

vs.

*

SHAWN BLOOM and MELISSA BLOOM

*

Defendants

*

ORDER

NOW, this 1st day of April, 2013, upon request of Rodney A. Beard, Esquire; it is the ORDER of this Court that the **status conference** in the above-captioned case scheduled for **April 1, 2013** be and is hereby **rescheduled to the 8th day of May, 2013 at 1:30 p.m.** in Courtroom No. 1, Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,

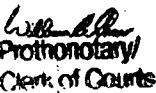


FREDRIC J. AMMERMAN
President Judge

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

APR 02 2013

Attest.


Prothonotary/
Clerk of Courts

FILED ^(P)

MAY 13 2013

ml 8-506

William A. Shaw
Prothonotary/Clerk of Courts

No 46

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

HAUBERT HOMES, INC. : CIVIL ACTION - LAW
Plaintiff :
: No. 1469-2003-CD
:
: TYPE OF CASE: CIVIL
vs. :
: TYPE OF DOCUMENT:
: Praecipe for Discontinuance
:
: FILED ON BEHALF OF:
: Haubert Homes, Inc., Plaintiff
:
: COUNSEL OF RECORD FOR THIS PARTY:
: TERRY R. HEETER
: Supreme Court No. 52750
:
: Kooman, Heeter & Gulnac, PC
: Marianne Professional Center
: P.O. Box 700
: Clarion, PA 16214
: (814) 226-9100

jc
#21567

HAUBERT HOMES, INC., : IN THE COURT OF COMMON PLEAS OF
Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA
: :
v. : CIVIL ACTION - LAW
: :
SHAWN BLOOM and MELISA BLOOM, :
Defendants : No. 1469-2003-CD

PRAECIPE FOR DISCONTINUANCE

TO THE PROTHONOTARY:

You are hereby directed to discontinue the above-captioned matter as to all claims and counterclaims filed by all parties.

Respectfully submitted,

DATE: May 8, 2013

By Terry R. Heeter
TERRY R. HEETER, ESQUIRE
Attorney for Plaintiff

DATE: May __, 2013

By Rodney A. Beard
RODNEY A. BEARD, ESQUIRE
Attorney for Defendants

jc
#21567

HAUBERT HOMES, INC., : IN THE COURT OF COMMON PLEAS OF
Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA
v. :
: CIVIL ACTION - LAW
SHAWN BLOOM and MELISA BLOOM, :
Defendants : No. 1469-2003-CD

PRAECIPE FOR DISCONTINUANCE

TO THE PROTHONOTARY:

You are hereby directed to discontinue the above-captioned matter as to all claims and counterclaims filed by all parties.

Respectfully submitted,

DATE: May 8, 2013

By 
TERRY R. HEETER, ESQUIRE
Attorney for Plaintiff

DATE: May 8, 2013

By 
RODNEY A. BEARD, ESQUIRE
Attorney for Defendants

jc
#21567