

03-1903-CD

JEFFERY W. RICE D.M.D. P. C. vs. MARY C. KRUSZEMSKI, D.O.

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

JEFFREY W. RICE, D.M.D., P.C.,	:	CASE NO.: 03-1903 C.D.
	:	
PLAINTIFF	:	TYPE OF PLEADING:
	:	COMPLAINT
VS.	:	
	:	FILED ON BEHALF OF:
MARY C. KRUSZEWSKI, D.O.,	:	PLAINTIFF
	:	
DEFENDANT	:	COUNSEL OF RECORD:
	:	CHRISTOPHER E. MOHNEY, ESQUIRE
	:	
	:	SUPREME COURT NO.: 63494
	:	
	:	90 BEAVER DRIVE, SUITE 201 A
	:	DUBOIS, PA 15801
	:	(814) 375-1044

FILED

JAN 21 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

JEFFREY W. RICE, D.M.D., P.C.,	:	CASE NO.: 03-1903 C.D.
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MARY C. KRUSZEWSKI, D.O.,	:	PLAINTIFF
	:	
DEFENDANT	:	

NOTICE

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIM SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO, THE CASE MAY PROCEED WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

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

WILLIAM SHAW, PROTHONOTARY
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641

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

JEFFREY W. RICE, D.M.D., P.C.,	:	CASE NO.: 03-1903 C.D.
	:	
PLAINTIFF	:	TYPE OF PLEADING:
	:	COMPLAINT
VS.	:	
	:	FILED ON BEHALF OF:
MARY C. KRUSZEWSKI, D.O.,	:	PLAINTIFF
	:	
DEFENDANT	:	

COMPLAINT

AND NOW, comes the Plaintiff, **JEFFREY W. RICE, D.M.D., P.C.**, by and through its counsel, **CHRISTOPHER E. MOHNEY, ESQUIRE**, and files the following causes of action against **Defendant MARY C. KRUSZEWSKI, D.O.**, and in support thereof avers as follows:

BACKGROUND

1. Plaintiff **JEFFREY W. RICE, D.M.D., P.C.** is a corporation duly incorporated under the laws of the Commonwealth of Pennsylvania, with a place of business located at 90 Beaver Drive, DuBois, Clearfield County Pennsylvania 15801.
2. Defendant **MARY C. KRUSZEWSKI, D.O.**, is an adult individual with a place of business at 190 West Park Avenue, DuBois, Clearfield County, Pennsylvania 15801.
3. Plaintiff **JEFFREY W. RICE, D.M.D., P.C.** is vested with title to real estate located at 90 Beaver Drive, DuBois, Clearfield County, Pennsylvania 15801, upon which an office complex is constructed, more commonly known as "The Rice Complex".

4. Defendant **MARY C. KRUSZEWSKI, D.O.**, had possession of Suite 214 D of The Rice Complex from February 15, 1995 through February, 2000 incident to a written lease of Michael Kush, M.D. that Defendant assumed.

5. Defendant **MARY C. KRUSZEWSKI, D.O.**, had continued, uninterrupted possession of Suite 214 D of The Rice Complex from February 2000 through the end of April, 2003.

COUNT I – BREACH OF WRITTEN LEASE

6. Paragraphs 1 through 5 of this Complaint are incorporated herein by reference and as if set forth at length.

7. Attached hereto as Exhibit "A" is copy of Office Space Lease dated the year of 2000.

8. All of the handwriting on Exhibit "A" was that of Defendant Mary C. Kruszewski, D.O., or one of her duly authorized representatives.

9. All of the initials on Exhibit "A" attached hereto are those of Defendant Mary C. Kruszewski, D.O. and written by Defendant Mary C. Kruszewski, D.O. personally.

10. The signature on page 10 of Exhibit "A" is that of Defendant Mary C. Kruszewski, D.O.

11. Exhibit "A" attached hereto is signed on behalf of Plaintiff by Jeffrey W. Rice, the copy actually appended having been signed by Dr. Rice on or near November 24, 2003.

12. The rent due under the lease, pursuant to Section 4, Rental, is \$8.00 per square foot annually.

VERIFICATION

I, JEFFREY W. RICE, President of JEFFREY W. RICE, D.M.D., P.C., being duly authorized to make this verification, have read the foregoing Complaint. The statements therein are correct to the best of my personal knowledge or information and belief.

This statement and verification is made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn fabrication to authorities, which provides if I make knowingly false averments I may be subject to criminal penalties.

JEFFREY W. RICE, D.M.D., P.C.

BY: 

Jeffrey W. Rice, President

Date: 1-20-04

OFFICE SPACE LEASE

LEASE made this ~~XX~~ day of ~~XXXXXX~~, 2000, by and between JEFFREY W. RICE, 90 Beaver Drive, DuBois, Pennsylvania, party of the first part, hereinafter referred to as Lessor;

A
N
D

Mary C. Kruszewski, D.O.
~~MICHAEL RUSH, M.D.~~ of DuBois, Pennsylvania, party of the second part, hereinafter referred to as Lessee.

WHEREAS, Lessor is the owner of certain premises described below, having office space therein for lease; and

WHEREAS, the parties desire to enter into a lease agreement defining their respective rights, duties and liabilities relating to the premises.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that in consideration of the above recitals which are incorporated herein by reference thereto, and of the mutual covenants contained herein, the parties agree as follows:

SECTION ONE

DESCRIPTION OF PREMISES

Lessor leases to Lessee ^{that} office space located in building known as 90 Beaver Drive, DuBois, Pennsylvania, that is presently used by Lessee, provided however, Lessee agrees to allow Lessor to reduce her present space, as previously agreed between the parties, so long as Lessor makes those leasehold improvements stated below prior to said space reduction, at Lessor's cost. The leasehold improvements are:

1. A hall closet to be built in the rear hallway;
2. Remove the door in the back offices and replace it with a wall, insulated to reduce noise.
3. Add cabinets and a sink to the 2 front offices.
4. Replace carpeting with a vinyl floor in the 2 front office
5. Add ventilation to reduce heat in the new ultrasound room.

Ex. A

SECTION TWO

TERM OF LEASE

The term of this lease shall be for five (5) years which lease shall commence on the ^{1st} ~~15th~~ day of ^{November, 2000} ~~February, 1998~~, and shall ^{1st} ~~14th~~ day of ^{November, 2005} ~~January, 2000~~, unless Lessee has exercised the option to renew under the provisions set forth herein, if any are contained. Lessee shall surrender the premises to Lessor immediately upon termination of the lease.

SECTION THREE

DELIVERY OF POSSESSION

If, for any reason, Lessor cannot deliver possession of the premises at the commencement of the term, this lease shall not be void or voidable, nor shall Lessor be liable to Lessee for any loss or damage resulting therefrom. However, there shall be a proportionate reduction in total rental, covering the period between the commencement of the term and the actual delivery of the premises to Lessee, or, in the alternative the term of the lease shall be extended for such period of time in the event of a late delivery by Lessor.

SECTION FOUR

RENTAL

During the term of this lease Lessee agrees to pay to the Lessor rental as follows:

(to be measured)

Three Thousand Seven Hundred Fifty (3,750) square feet at

\$8.00 per square foot annually, payable in monthly installments of

me
(to be determined)
~~\$2,500.00~~ per month in advance on the fifteenth day of each month,
beginning November 15, 2000. *me*

If the term of this lease shall commence or end on a day other than the first day of the month, Lessee shall pay rental equal to 1/30th of the monthly rental multiplied by the number of rental days of such fractional month.

A rental payment shall be delinquent if not paid by the 10th day after which it is due. On Lessee's failure to pay the rental on a timely basis, Lessor shall have the right, in addition to any other rights it may have under the law, to terminate this lease by giving the Lessee fifteen (15) days notice in writing of the default and upon the failure of the Lessee to pay the rent within the fifteen (15) day period the lease will thereupon be forfeited.

SECTION FIVE

RESTRICTIONS ON USE

No use shall be made or permitted to be made that shall result in (1) waste on the premises, (2) a public or private nuisance that may disturb the quiet enjoyment of other tenants in the building, (3) improper, unlawful, or objectionable use, including sale, storage, or preparation, of food, alcoholic beverages or materials generating an odor on the premises, or (4) noises or vibrations that may disturb other tenants. Lessee shall

comply with all governmental regulations and statutes affecting the premises either now or in the future.

SECTION SIX

ABANDONING PREMISES OR PERSONAL PROPERTY

Lessee shall not vacate or abandon the premises at any time during the term, but if Lessee does vacate or abandon the premises or is dispossessed by process of law, any personal property belonging to Lessee and left on the premises shall be deemed abandoned at the option of Lessor and shall become the property of Lessor.

SECTION SEVEN

TAXES

Lessor shall pay all real estate taxes on the office space which is the subject of this lease.

SECTION EIGHT

UTILITIES

Lessee shall pay for all gas and electric consumed as a result of its occupation of the premises. Lessor shall furnish all water, sewage and garbage collection required by Lessee in the normal conduct of its business on the premises.

SECTION NINE

ALTERATIONS AND MODIFICATION - REPAIRS

Lessee has inspected the premises, and the premises are now in a tenantable and good condition. Lessee shall take good care of the premises and shall not alter, repair, or change the

premises without the written consent of Lessor. All alterations, improvements, and changes that Lessee may desire shall be done either by or under the direction of Lessor, but at the expense of Lessee and shall become the property of Lessor and remain on the premises, except that at the option of Lessor, Lessee shall, at its expense, remove from the premises all partitions, counters, railings, and similarly installed improvements when surrendering the premises. All damage or injury done to the premises by Lessee or any person who may be in or on the premises with the consent of Lessee shall be paid for by Lessee. Lessee shall, at the termination of this lease, surrender the premises to Lessor in as good condition and repair as reasonable and proper use thereof will permit.

Lessor shall be responsible for repairs and maintenance to the leased premises. Lessee shall permit Lessor and its agents to enter the premises at all reasonable times to inspect the premises, maintain the building and premises, make repairs, alterations, or additions to the premises, or any portion of the building, including the erection of scaffolding, props, or other mechanical devices, to post notices of non-liability for alterations, additions or repairs.

SECTION TEN

DESTRUCTION OF PREMISES

In the event of a partial destruction of the premises during the term from any cause, Lessor shall forthwith repair the

same, provided the repairs can be made within ninety (90) days under the laws and regulations of applicable governmental authorities. Any partial destruction shall neither annul nor void this lease, except that Lessee shall be entitled to a proportionate reduction of rent while the repairs are being made, any proportionate reduction being based on the extent to which the making of repairs shall interfere with the business carried on by Lessee in the premises. In the event that Lessor does not elect to make repairs that cannot be made in the specified time, or those repairs cannot be made under the laws and regulations of the applicable governmental authorities, this lease may be terminated at the option of either party. In the event all repairs to the premises are not made within 180 days, this lease may be terminated at the option of either party. Should the building in which the demised premises are situated be destroyed to the extent of not less than fifty percent (50%) of the replacement cost thereof, Lessor may elect to terminate this lease, whether the demised premises are damaged or not. A total destruction of the building in which the premises are situated shall terminate this lease.

SECTION ELEVEN

CONDEMNATION

A condemnation of the entire building or a condemnation of the portion of the premises occupied by Lessee shall result in a termination of this lease agreement. Lessor shall receive the

total of any consequential damages awarded as a result of condemnation proceedings. All future rent installments to be paid by Lessee under this lease shall be terminated.

SECTION TWELVE

BREACH OR DEFAULT

Lessee shall have breached this lease and shall be considered in default hereunder if (1) Lessee fails to pay any rent when due and does not make the delinquent payment within fifteen (15) days after receipt of notice thereof from Lessor, or (2) Lessee fails to perform or comply with any of the covenants or conditions of this lease and such failure continues for a period of fifteen (15) days after receipt of notice thereof from Lessor.

SECTION THIRTEEN

EFFECT OF BREACH

In the event of a breach of this lease as set forth in Section Twelve, the rights of Lessor shall be as follows:

(1) Lessor shall have the right to cancel and terminate this lease, as well as all of the right, title, and interest of Lessee hereunder, by giving to Lessee not less than ten (10) days notice of the cancellation and termination. On expiration of the time fixed in the notice, this lease and the right, title, and interest of Lessee hereunder shall terminate in the same manner and with the same force and effect, except as to Lessee's liability, as if the date fixed in the notice of cancellation and termination were the end of the term herein originally determined.

After termination, Lessor may relet the premises or any part thereof for any term without terminating the lease, at the rent and on the terms as Lessor may choose, providing the rent is at a reasonable market rate. Lessor may make alterations and repairs to the premises. The duties and liabilities of the parties if the premises are relet as provided herein shall be as follows:

a) Lessor shall have the right to apply the rent received from reletting the premises (1) to rent due under this lease, or (2) to payment of future rent under this lease as it becomes due.

b) If the new Lessee does not pay a rent installment promptly to Lessor, and the rent installment has been credited in advance of payment to the indebtedness of Lessee other than rent, or if rentals from the new lessee have been otherwise applied by Lessor as provided for herein, and during any rent installment period, are less than the rent payable for the corresponding installment period under this lease, Lessee shall pay Lessor the deficiency, separately for each rent installment deficiency period and before the end of that period.

SECTION FOURTEEN

OPTION TO RENEW

Lessee shall have the option to renew this lease one time for an identical term as provided herein for each renewal. Written notice of intention to renew must be furnished Lessor sixty (60)

days prior to expiration of the lease or any renewal hereunder. The rental shall be subject to renegotiation at the time of any renewal, but all other terms and conditions shall remain as provided herein.

SECTION FIFTEEN

HOLDING OVER

If Lessee holds possession of the premises after the term of this lease, Lessee shall become a tenant from month-to-month on the terms herein specified, and Lessee shall continue to be a month-to-month tenant until the tenancy shall be terminated by Lessor, or until Lessee has given to Lessor a written notice at least one month prior to the date of termination of the monthly tenancy of its intention to terminate the tenancy.

SECTION SIXTEEN

JANITORIAL AND CLEANING SERVICES

Lessor agrees to provide snow removal, janitorial and cleaning services for the common areas appurtenant to the leased premises at Lessor's expense.

SECTION SEVENTEEN

Lessee agrees to be liable for the purchase of any cabinetree or countertops and Lessor agrees to incur any expenses incurred in the installation of any cabinetree or countertops for examining rooms on the leased premises at the time of installation. At the termination of this lease, the Lessee may, at his option,

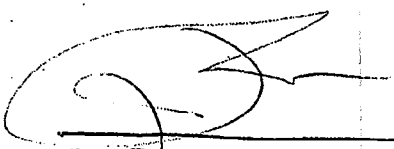
remove the cabinetree and countertops, but Lessee shall reimburse Lessor for any and all repair required for damage to the leased premises as a result of the removal of the cabinetree and countertops, including the expense of repainting, and to restore the leased premises to their original condition.

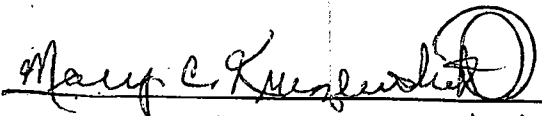
~~SECTION EIGHTEEN~~

~~Lessee agrees to pay Lessor a sign fee of \$150.00 to be paid to Lessor upon execution of this lease.~~

~~Jeffrey W. Rice, Lessor~~

~~Michael Rush, M.D., Lessee~~


Jeffrey W. Rice, Lessor


Mary C. Kruszewski, D.O., Lessee

OFFICE LEASE

BETWEEN

JEFFREY W. RICE

A

N

D

~~WESLEY RUSH M.D.~~

MARY C. KRUSZINSKI, D.O.

LAW OFFICES

BARBARA J. JONES

1111 L. W. BUSH RD.

HOUSTON, TEXAS 77057

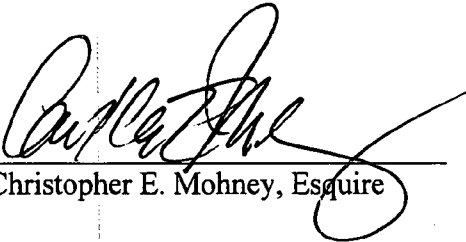
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA
CIVIL ACTION – AT LAW

JEFFREY W. RICE, D.M.D., P.C.,	:	CASE NO.: 03-1903 C.D.
	:	
PLAINTIFF	:	TYPE OF PLEADING:
	:	COMPLAINT
VS.	:	
	:	FILED ON BEHALF OF:
MARY C. KRUSZEWSKI, D.O.,	:	PLAINTIFF
	:	
DEFENDANT	:	

CERTIFICATE OF SERVICE

I, Christopher E. Mohny, Esquire, do hereby certify that on this 20th day of January, 2004, I caused to be served by First Class United States Mail, postage prepaid, Complaint on the following:

Steven L. Sablowsky, Esquire
Goldblum and Sablowsky
285 East Waterfront Drive
Suite 160
Homestead, PA 15120


Christopher E. Mohny, Esquire

FILED

cc
m/1-2004
JAN 21 2004

Atty Mohnay

get

William A. Shaw
Prothonotary/Clerk of Courts

LAW OFFICES
CHRISTOPHER E. MOHNEY
90 BEAVER DRIVE - SUITE 201A
DUBOIS, PA 15801

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

JEFFREY W. RICE, D.M.D., P.C.,

Plaintiff,

v.

MARY C. KRUSZEWSKI, D.O.,

Defendant.

CIVIL DIVISION

NO. 03-1903-CD

DEFENDANT'S NOTICE OF APPEAL
FROM DISTRICT JUSTICE
JUDGMENT

Filed on behalf of
Mary C. Kruszewski, D.O.
Defendant

Counsel of Record for this Party:

Steven L. Sablowsky, Esquire
PA ID No. 20703

Goldblum and Sablowsky, LLC
285 E. Waterfront Drive
Suite 160
Homestead, PA 15120
(412) 464-2230

FILED

DEC 31 2003

William A. Shaw
Prothonotary/Clerk of Courts

COMMON PLEAS CASE NO. ~~xxR#~~ 03-1903-CD

DEFENDANTS NOTICE OF APPEAL FROM DISTRICT JUSTICE JUDGMENT

Jeffrey W. Rice, D.M.D., P.C., 90 Beaver Drive, DuBois, PA 15801

Plaintiff(s) name and address

Mary C. Kruszewski, D.O., 190 W. Park Avenue, DuBois, PA 15801

Defendant(s) name and address

Mary C. Kruszewski, D.O.

Name of appellant(s) (People or company filing this appeal)

Patrick N. Ford

Name of District Justice

CV-0000447-03

District Justice case number

12/04/03

District Justice Hearing Date

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

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

If Appellant was Claimant (see Pa. R.C.P.J.P. No. 1001(6)) in action before District Justice, he/she/it MUST FILE A COMPLAINT within twenty (20) days after filing his/her NOTICE OF APPEAL.

Signature of Prothonotary or Deputy

PRAECIPE TO ENTER RULE TO FILE A COMPLAINT

TO PROTHONOTARY:

Enter rule upon Jeffrey W. Rice, D.M.D., P.C.

plaintiff(s)

to file a complaint in this appeal within twenty (20) days after the date of service of this rule by the Prothonotarys Office.

Steven L. Sablowsky

Signature of appellant or attorney

RULE: To Jeffrey W. Rice, D.M.D., P.C.

plaintiff(s)

1. You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule.
2. If you do not file a complaint within this time, A JUDGMENT OF NON PROS MAY BE ENTERED AGAINST YOU.
3. The date of service of this rule is the MAIL DATE.

William L. Lister 12/31/03

Filing Date & Signature of Prothonotary or Deputy

mail date

DIRECTIONS: TO FILE YOUR COMPLAINT AS PER THE ABOVE RULE, BRING THIS FORM TO:

*PROTHONOTARY'S OFFICE, 1ST FLOOR, CLEARFIELD COUNTY BLDG, 414 GRANT ST., PCH, PA 15219

OFFICE HOURS: 8:30 A.M. TO 4:30 P.M. MON.-FRI. (NO FEE TO FILE THIS COMPLAINT)

*FIRST FLOOR, CLEARFIELD COUNTY COURTHOUSE, 230 EAST MARKET STREET, CLEARFIELD, PA 16830

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.: **46-3-01**
DJ Name: Hon. **PATRICK N. FORD**
Address: **309 MAPLE AVENUE**
P.O. BOX 452
DUBOIS, PA
Telephone: **(814) 371-5321** **15801**

MARY C. KRUSZEWSKI, D.O.
190 W. PARK AVENUE
DUBOIS, PA 15801

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF: NAME and ADDRESS
RICE, D.M.D., P.C., JEFFREY W.
90 BEAVER DRIVE
DUBOIS, PA 15801

VS.
DEFENDANT: NAME and ADDRESS
KRUSZEWSKI, D.O., MARY C.
190 W. PARK AVENUE
DUBOIS, PA 15801

Docket No.: **CV-0000447-03**
Date Filed: **10/20/03**



THIS IS TO NOTIFY YOU THAT:

Judgment: **FOR PLAINTIFF**

☒ Judgment was entered for: (Name) **RICE, D.M.D., P.C., JEFFREY W.**

☒ Judgment was entered against: (Name) **KRUSZEWSKI, D.O., MARY C.**

in the amount of \$ **7,616.50** on: (Date of Judgment) **12/04/03**

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

☐ Damages will be assessed on:

☐ This case dismissed without prejudice.

☐ Amount of Judgment Subject to
Attachment/42 Pa.C.S. § 8127 \$ _____

☐ Portion of Judgment for physical
damages arising out of residential
lease \$ _____

Amount of Judgment	\$ 7,500.00
Judgment Costs	\$ 116.50
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 7,616.50

Post Judgment Credits \$ _____
Post Judgment Costs \$ _____
=====

Certified Judgment Total \$ _____

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

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

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

12-4-03 Date **Patrick N. Ford PNF**, District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.
_____, Date _____, District Justice

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

SEAL

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.: **46-3-01**
DJ Name: Hon. **PATRICK N. FORD**
Address: **309 MAPLE AVENUE**
P.O. BOX 452
DUBOIS, PA
Telephone: **(814) 371-5321** **15801**

MARY C. KRUSZEWSKI, D.O.
190 W. PARK AVENUE
DUBOIS, PA 15801

NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE

PLAINTIFF: **RICE, D.M.D., P.C., JEFFREY W.**
90 BEAVER DRIVE
DUBOIS, PA 15801

VS.
DEFENDANT: **KRUSZEWSKI, D.O., MARY C.**
190 W. PARK AVENUE
DUBOIS, PA 15801

Docket No.: **CV-0000447-03**
Date Filed: **10/20/03**



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in the amount of \$ **7,616.50** on: (Date of Judgment) **12/04/03**

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

☐ Damages will be assessed on: _____

☐ This case dismissed without prejudice. _____

☐ Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127 \$ _____

☐ Portion of Judgment for physical damages arising out of residential lease \$ _____

Amount of Judgment	\$ 7,500.00
Judgment Costs	\$ 116.50
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Attorney Fees	\$.00
Total	\$ 7,616.50
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
Certified Judgment Total	\$ _____

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12-4-03 Date **Patrick N. Ford. PNF**, District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.
_____, Date _____, District Justice

My commission expires first Monday of January, 2006 .

SEAL

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

JEFFREY W. RICE, D.M.D., P.C.,

Plaintiff,

v.

MARY C. KRUSZEWSKI, D.O.,

Defendant.

CIVIL DIVISION

No. 03-1903-CD

PROOF OF SERVICE OF
DEFENDANT'S NOTICE OF
APPEAL FROM DISTRICT
JUSTICE JUDGMENT AND
RULE TO FILE COMPLAINT

Filed on behalf of
Mary C. Kruszewski, D.O.
Defendant

Counsel of Record for this Party:

Steven L. Sablowsky, Esquire
PA ID No. 20703

Goldblum and Sablowsky, LLC
285 E. Waterfront Drive
Suite 160
Homestead, PA 15120
(412) 464-2230

FILED

JAN 23 2004



William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

JEFFREY W. RICE, D.M.D., P.C.,

Plaintiff,

v.

MARY C. KRUSZEWSKI, D.O.,

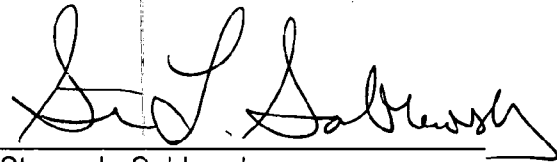
Defendant.

No. 03-1903-CD

**PROOF OF SERVICE OF DEFENDANT'S NOTICE OF APPEAL FROM DISTRICT
JUSTICE JUDGMENT AND RULE TO FILE COMPLAINT**

I certify that on January 7, 2004, I served the **Defendant's Notice of Appeal from District Justice Judgment and Rule to File Complaint** upon Plaintiff's counsel of record, Christopher E. Mohny, Esquire, 90 Beaver Drive, Suite 201A, DuBois, Pennsylvania 15801, by certified mail, return receipt requested. A copy of the proof of service is attached, evidencing service on January 10, 2004.

I verify that the statements of fact made herein are true and correct and are made subject to the penalties of 18 Pa. Cons. Stat. Ann. §4904 relating to unsworn falsifications to authorities.



Steven L. Sablowsky

Goldblum and Sablowsky, LLC
285 E. Waterfront Drive
Suite 160
Homestead, PA 15120
(412) 464-2230

Attorneys for Defendant

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:
Christopher E. Mohney, Esquire
90 Beaver Drive
Suite 201A
DuBois, PA 15801

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) B. Date of Delivery

Christopher E. Mohney 1-16-04

C. Signature

[Signature] ☒ Agent
☐ Addressee

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Copy from service)

7002 0860 0004 5643 4504

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-0952

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

JEFFREY W. RICE, D.M.D., P.C.,

Plaintiff,

v.

MARY C. KRUSZEWSKI, D.O.,

Defendant.

CIVIL DIVISION

No. 03-1903-CD

ANSWER AND NEW MATTER

Filed on behalf of
Mary C. Kruszewski, D.O.
Defendant

Counsel of Record for this Party:

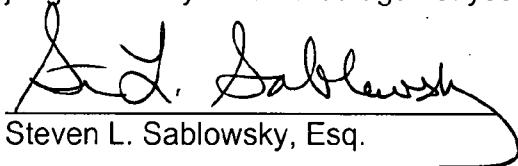
Steven L. Sablowsky, Esquire
PA ID No. 20703

Goldblum and Sablowsky, LLC
285 E. Waterfront Drive
Suite 160
Homestead, PA 15120
(412) 464-2230

NOTICE TO PLEAD:

To Plaintiff:

You are hereby notified to file a written response to the within New Matter within twenty (20) days from services hereof or a judgment may be entered against you.


Steven L. Sablowsky, Esq.

FILED

FEB 23 2004

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

JEFFREY W. RICE, D.M.D., P.C.)	
)	
Plaintiff,)	
)	No. 03-1903 C.D.
v.)	
)	
MARY C. KRUSZEWSKI, D.O.,)	
)	
Defendant.)	

ANSWER AND NEW MATTER

AND NOW, comes the Defendant, Mary C. Kruszewski, D.O., by her attorneys, Steven L. Sablowsky, Esquire, Goldblum and Sablowsky, LLC, and files the within Answer and New Matter to the Complaint of Plaintiff, whereof the following is a statement.

1. Paragraph 1 is admitted.
2. Paragraph 2 is admitted.
3. Defendant is without sufficient information to affirm or deny Paragraph 3 and strict proof thereof is demanded at trial.
4. Paragraph 4 is admitted.
5. Paragraph 5 is admitted in part and denied in part. It is admitted that Defendant had possession of Suite 214D from February, 2000 through April 30, 2003; however, it is denied that said possession was uninterrupted. More specifically, Plaintiff unilaterally reduced the square footage of Suite 214D during the period February, 2000

through April 30, 2003. In further response, Defendant incorporates the New Matter set forth below.

COUNT I – BREACH OF WRITTEN LEASE

6. Paragraph 6 is a statement as to which no responsive pleading is required.

7. Paragraph 7 is denied in that Exhibit "A" is a written document that is the best evidence of its contents. In further response, Defendant incorporates the New Matter set forth below.

8. Paragraph 8 is admitted.

9. Paragraph 9 is admitted.

10. Paragraph 10 is admitted.

11. Paragraph 11 is denied. It is denied that Exhibit "A" is signed on behalf of Plaintiff. In fact, as stated on the signature line, Exhibit "A" is signed by Jeffrey W. Rice, individually, and not by or on behalf of the Plaintiff. Furthermore, there is no language whatsoever that pertains to Plaintiff in Exhibit "A". It is further denied that Plaintiff or Jeffrey W. Rice, to the extent implied by the allegations contained in Paragraph 11, signed Exhibit "A" at any time prior to November 24, 2003. In further response, Defendant incorporates the New Matter set forth below.

12. Paragraph 12 is denied in that it refers to a written document which is the best evidence of its contents. In further response, Defendant incorporates the New Matter set forth below.

13. Paragraph 13 is denied. It is denied that the premises consist of 2,787 square feet or that the monthly rent was \$1,858.00. In fact, the rent for the premises was \$1,250.00 per month as agreed to between Plaintiff (not the plaintiff, the individual) and Defendant and as paid and accepted by Plaintiff (not the plaintiff, the individual) each and every month from

March, 2000 through April, 2003. In further response, Defendant incorporates the New Matter set forth below.

14. Paragraph 14 is admitted.

15. Paragraph 15 is admitted and denied. It is admitted that Defendant did not pay rent after May 1, 2003, however the allegations are denied as Defendant had no obligation to pay rent after she properly and timely vacated the premises effective May 1, 2003.

16. Paragraph 16 is denied as it references a written document which is the best evidence of its contents.

17. The averments of Paragraph 17 are denied. Defendant is without sufficient information to affirm or deny the averment that the property has not been relet. The averments are further denied as Defendant did not abandon the premises.

18. Paragraph 18 is denied. It is denied that any deficiency in rent exists for the months November, 2000 through April, 2003, since the Defendant timely paid the agreed rent of \$1,250.00 per month, which was accepted each and every month by Plaintiff (not plaintiff, the individual) during the months November, 2000 through April, 2003.

19. Paragraph 19 is denied. It is denied that there is any rent due for the months May, 2003 through January, 2004.

20. Paragraph 20 is denied. It is denied that there is any amount owing to Plaintiff for back rent.

21. Paragraph 21 is denied. It is denied that Defendant, pursuant to the term of any lease, owes any obligation to Plaintiff after April, 2003.

22. Paragraph 22 is admitted in part and denied in part. It is admitted Defendant has failed and refused to pay Plaintiff rent after April, 2003, but it is denied Defendant had any obligation to pay Plaintiff rent after April, 2003.

WHEREFORE, Defendant prays that this Court find that she has no liability to Plaintiff, and that judgment be entered in Defendant's favor.

COUNT II – BREACH OF ORAL LEASE

23. Paragraph 23 is a statement as to which no responsive pleading is required.

24. Paragraph 24 is admitted in part and denied in part. It is admitted that there was a valid written lease for the property, to which Defendant was a party. However, Defendant was never a party to a lease with Plaintiff. See document attached hereto as Exhibit "A", a lease dated February 15, 1995 between Michael Kush, M.D. and Jeffrey W. Rice, which lease was assumed by Defendant, and continued pursuant to its terms on a month to month basis beginning February 15, 2000. It is therefore denied that there was a year to year lease for the premises.

25. Paragraph 25 is admitted.

26. Paragraph 26 is admitted.

27. Paragraph 27 is a conclusion of law as to which no reply is required.

28. Paragraph 28 is a conclusion of law as to which no reply is required. To the extent a reply is required, it is denied that Defendant failed to properly notify Plaintiff of her termination of the lease.

29. Paragraph 29 is denied. It is denied Defendant owes Plaintiff any back rent.

30. Paragraph 30 is denied. It is denied that Defendant owes Plaintiff any amounts under the terms of the lease.

31. Paragraph 31 is admitted in part and denied in part. It is admitted Defendant has failed and refused to pay Plaintiff back rent, but it is denied that Defendant had any obligation to pay Plaintiff back rent.

WHEREFORE, Defendant prays that this Court find that she has no liability to Plaintiff, and that judgment be entered in Defendant's favor.

NEW MATTER

32. Defendant incorporates her responses to paragraphs 1 through 31 as if fully set forth herein.

33. Defendant asserts the following affirmative defenses to Plaintiff's Complaint.

- (i) Plaintiff has alleged no facts which would indebt Defendant to it.
- (ii) Plaintiff has alleged no facts on which a claim could be based against Defendant.
- (iii) Plaintiff has failed to state a claim upon which relief can be granted.
- (iv) No contract exists between the parties, and the fraudulent conduct of Dr. Rice voids any contract that might have existed.

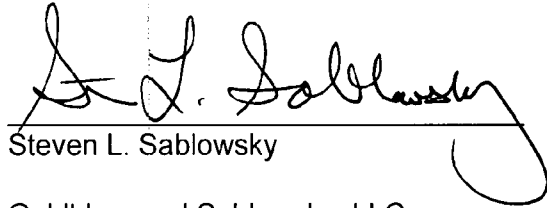
34. On or about February, 1998, Defendant assumed all obligations of Michael Kush, M.D. under the lease between Dr. Kush and Jeffrey W. Rice, attached hereto as Exhibit "A".

35. Under the terms of that lease, at the end of the term, or February 14, 2000, the lease became a month to month lease as long as Defendant remained in possession of the premises. See Section Fifteen of Exhibit "A".

36. Under the terms of that lease, Defendant has filed a separate Complaint with this Court against Jeffrey W. Rice, at Docket Number 04-19-CD.

37. That Complaint alleges Jeffrey W. Rice did, among other things, fraudulently change the electrical wiring to cause Defendant to pay for utility charges of other tenants and improperly kept Defendant's property at the time Defendant vacated the premises.

WHEREFORE, Defendant requests that this Court dismiss Plaintiff's Complaint.

A handwritten signature in black ink, appearing to read "S. L. Sablowsky", written over a horizontal line.

Steven L. Sablowsky

Goldblum and Sablowsky, LLC
285 E. Waterfront Drive, Suite 160
Homestead, PA 15120
(412) 464-2230

Attorneys for Defendant

OFFICE LEASE

BETWEEN

JEFFREY W. RICE

A

N

D

MICHAEL KUSH, M.D.

Exhibit "A"

OFFICE SPACE LEASE

LEASE made this 15 day of February, 1995, by and between **JEFFREY W. RICE**, 90 Beaver Drive, DuBois, Pennsylvania, party of the first part, hereinafter referred to as Lessor;

A

N

D

MICHAEL KUSH, M.D., of DuBois, Pennsylvania, party of the second part, hereinafter referred to as Lessee.

WHEREAS, Lessor is the owner of certain premises described below, having office space therein for lease; and

WHEREAS, the parties desire to enter into a lease agreement defining their respective rights, duties and liabilities relating to the premises.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that in consideration of the above recitals which are incorporated herein by reference thereto, and of the mutual covenants contained herein, the parties agree as follows:

SECTION ONEDESCRIPTION OF PREMISES

Lessor leases to Lessee office space located in building known as 90 Beaver Drive, DuBois, Pennsylvania.

SECTION TWOTERM OF LEASE

The term of this lease shall be for five (5) years which lease shall commence on the 15th day of February, 1995, and shall terminate on the 14th day of January, 2000, unless Lessee has exercised the option to renew under the provisions set forth herein, if any are contained. Lessee shall surrender the premises to Lessor immediately upon termination of the lease.

SECTION THREEDELIVERY OF POSSESSION

If, for any reason, Lessor cannot deliver possession of the premises at the commencement of the term, this lease shall not be void or voidable, nor shall Lessor be liable to Lessee for any loss or damage resulting therefrom. However, there shall be a proportionate reduction in total rental, covering the period between the commencement of the term and the actual delivery of the premises to Lessee, or, in the alternative the term of the lease shall be extended for such period of time in the event of a late delivery by Lessor.

SECTION FOURRENTAL

During the term of this lease Lessee agrees to pay to the Lessor rental as follows:

Three Thousand Seven Hundred Fifty (3,750) square feet at \$8.00 per square foot annually, payable in monthly installments of \$2,500.00 per month in advance on the fifteenth day of each month.

If the term of this lease shall commence or end on a day other than the first day of the month, Lessee shall pay rental equal to 1/30th of the monthly rental multiplied by the number of rental days of such fractional month.

A rental payment shall be delinquent if not paid by the 10th day after which it is due. On Lessee's failure to pay the rental on a timely basis, Lessor shall have the right, in addition to any other rights it may have under the law, to terminate this lease by giving the Lessee fifteen (15) days notice in writing of the default and upon the failure of the Lessee to pay the rent within the fifteen (15) day period the lease will thereupon be forfeited.

SECTION FIVE

RESTRICTIONS ON USE

No use shall be made or permitted to be made that shall result in (1) waste on the premises, (2) a public or private nuisance that may disturb the quiet enjoyment of other tenants in the building, (3) improper, unlawful, or objectionable use, including sale, storage, or preparation, of food, alcoholic beverages or materials generating an odor on the premises, or (4) noises or vibrations that may disturb other tenants. Lessee shall

comply with all governmental regulations and statutes affecting the premises either now or in the future.

SECTION SIX

ABANDONING PREMISES OR PERSONAL PROPERTY

Lessee shall not vacate or abandon the premises at any time during the term, but if Lessee does vacate or abandon the premises or is dispossessed by process of law, any personal property belonging to Lessee and left on the premises shall be deemed abandoned at the option of Lessor and shall become the property of Lessor.

SECTION SEVEN

TAXES

Lessor shall pay all real estate taxes on the office space which is the subject of this lease.

SECTION EIGHT

UTILITIES

Lessee shall pay for all gas and electric consumed as a result of its occupation of the premises. Lessor shall furnish all water, sewage and garbage collection required by Lessee in the normal conduct of its business on the premises.

SECTION NINE

ALTERATIONS AND MODIFICATION - REPAIRS

Lessee has inspected the premises, and the premises are now in a tenantable and good condition. Lessee shall take good care of the premises and shall not alter, repair, or change the

premises without the written consent of Lessor. All alterations, improvements, and changes that Lessee may desire shall be done either by or under the direction of Lessor, but at the expense of Lessee and shall become the property of Lessor and remain on the premises, except that at the option of Lessor, Lessee shall, at its expense, remove from the premises all partitions, counters, railings, and similarly installed improvements when surrendering the premises. All damage or injury done to the premises by Lessee or any person who may be in or on the premises with the consent of Lessee shall be paid for by Lessee. Lessee shall, at the termination of this lease, surrender the premises to Lessor in as good condition and repair as reasonable and proper use thereof will permit.

Lessor shall be responsible for repairs and maintenance to the leased premises. Lessee shall permit Lessor and its agents to enter the premises at all reasonable times to inspect the premises, maintain the building and premises, make repairs, alterations, or additions to the premises, or any portion of the building, including the erection of scaffolding, props, or other mechanical devices, to post notices of non-liability for alterations, additions or repairs.

SECTION TEN

DESTRUCTION OF PREMISES

In the event of a partial destruction of the premises during the term from any cause, Lessor shall forthwith repair the

same, provided the repairs can be made within ninety (90) days under the laws and regulations of applicable governmental authorities. Any partial destruction shall neither annul nor void this lease, except that Lessee shall be entitled to a proportionate reduction of rent while the repairs are being made, any proportionate reduction being based on the extent to which the making of repairs shall interfere with the business carried on by Lessee in the premises. In the event that Lessor does not elect to make repairs that cannot be made in the specified time, or those repairs cannot be made under the laws and regulations of the applicable governmental authorities, this lease may be terminated at the option of either party. In the event all repairs to the premises are not made within 180 days, this lease may be terminated at the option of either party. Should the building in which the demised premises are situated be destroyed to the extent of not less than fifty percent (50%) of the replacement cost thereof, Lessor may elect to terminate this lease, whether the demised premises are damaged or not. A total destruction of the building in which the premises are situated shall terminate this lease.

SECTION ELEVEN

CONDEMNATION

A condemnation of the entire building or a condemnation of the portion of the premises occupied by Lessee shall result in a termination of this lease agreement. Lessor shall receive the

total of any consequential damages awarded as a result of condemnation proceedings. All future rent installments to be paid by Lessee under this lease shall be terminated.

SECTION TWELVE

BREACH OR DEFAULT

Lessee shall have breached this lease and shall be considered in default hereunder if (1) Lessee fails to pay any rent when due and does not make the delinquent payment within fifteen (15) days after receipt of notice thereof from Lessor, or (2) Lessee fails to perform or comply with any of the covenants or conditions of this lease and such failure continues for a period of fifteen (15) days after receipt of notice thereof from Lessor.

SECTION THIRTEEN

EFFECT OF BREACH

In the event of a breach of this lease as set forth in Section Twelve, the rights of Lessor shall be as follows:

(1) Lessor shall have the right to cancel and terminate this lease, as well as all of the right, title, and interest of Lessee hereunder, by giving to Lessee not less than ten (10) days notice of the cancellation and termination. On expiration of the time fixed in the notice, this lease and the right, title, and interest of Lessee hereunder shall terminate in the same manner and with the same force and effect, except as to Lessee's liability, as if the date fixed in the notice of cancellation and termination were the end of the term herein originally determined.

After termination, Lessor may relet the premises or any part thereof for any term without terminating the lease, at the rent and on the terms as Lessor may choose, providing the rent is at a reasonable market rate. Lessor may make alterations and repairs to the premises. The duties and liabilities of the parties if the premises are relet as provided herein shall be as follows:

a) Lessor shall have the right to apply the rent received from reletting the premises (1) to rent due under this lease, or (2) to payment of future rent under this lease as it becomes due.

b) If the new Lessee does not pay a rent installment promptly to Lessor, and the rent installment has been credited in advance of payment to the indebtedness of Lessee other than rent, or if rentals from the new lessee have been otherwise applied by Lessor as provided for herein, and during any rent installment period, are less than the rent payable for the corresponding installment period under this lease, Lessee shall pay Lessor the deficiency, separately for each rent installment deficiency period and before the end of that period.

SECTION FOURTEEN

OPTION TO RENEW

Lessee shall have the option to renew this lease one time for an identical term as provided herein for each renewal. Written notice of intention to renew must be furnished Lessor sixty (60)

days prior to expiration of the lease or any renewal hereunder. The rental shall be subject to renegotiation at the time of any renewal, but all other terms and conditions shall remain as provided herein.

SECTION FIFTEEN

HOLDING OVER

If Lessee holds possession of the premises after the term of this lease, Lessee shall become a tenant from month-to-month on the terms herein specified, and Lessee shall continue to be a month-to-month tenant until the tenancy shall be terminated by Lessor, or until Lessee has given to Lessor a written notice at least one month prior to the date of termination of the monthly tenancy of its intention to terminate the tenancy.

SECTION SIXTEEN

JANITORIAL AND CLEANING SERVICES

Lessor agrees to provide snow removal, janitorial and cleaning services for the common areas appurtenant to the leased premises at Lessor's expense.

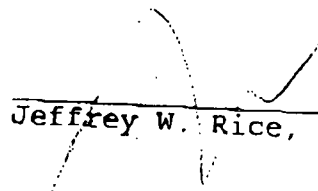
SECTION SEVENTEEN

Lessee agrees to be liable for the purchase of any cabinetree or countertops and Lessor agrees to incur any expenses incurred in the installation of any cabinetree or countertops for examining rooms on the leased premises at the time of installation. At the termination of this lease, the Lessee may, at his option,

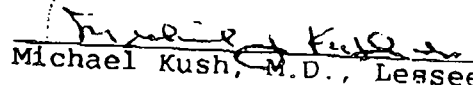
remove the cabinetree and countertops, but Lessee shall reimburse Lessor for any and all repair required for damage to the leased premises as a result of the removal of the cabinetree and countertops, including the expense of repainting, and to restore the leased premises to their original condition.

SECTION EIGHTEEN

Lessee agrees to pay Lessor a sign fee of \$150.00 to be paid to Lessor upon execution of this Lease.



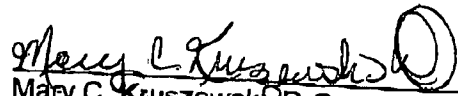
Jeffrey W. Rice, Lessor



Michael Kush, M.D., Lessee

VERIFICATION

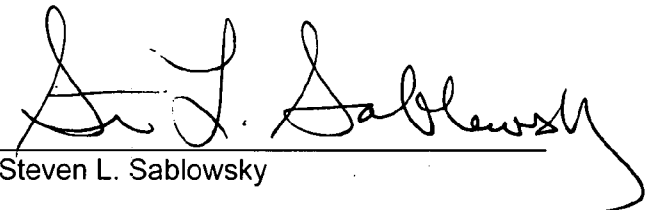
I hereby verify that the statements made in the foregoing Answer and New Matter are true and correct to the best of my knowledge, information and belief, and I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.


Mary C. Kruszewski, P.D.O.

CERTIFICATE OF SERVICE

I do hereby certify that on the 18th day of February, 2004, a true and correct copy of the foregoing Answer and New Matter was served by first-class United States mail, postage prepaid, on the following counsel of record:

Christopher E. Mohny, Esquire
90 Beaver Drive, Suite 201 A
DuBois, PA 15801


Steven L. Sablowsky

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

JEFFREY W. RICE, D.M.D., P.C.

JEFFREY W. RICE, D.M.D., P.C.
PLAINTIFF

VS. PLAINTIFF

MARY C. KRUSZEWSKI, D.O.

MARY C. KRUSZEWSKI, D.O.

DEFENDANT

DEFENDANT

TYPE OF CASE: CIVIL

NO.: 03 - 1903 - C.D.

TYPE OF PLEADING: REPLY TO NEW
MATTER

FILED ON BEHALF OF: PLAINTIFF

COUNSEL OF RECORD:

REPLY TO: CHRISTOPHER E. MOHNEY, ESQUIRE

AND NOW, comes Plaintiff, JEFFREY W. RICE, by and through

CHRISTOPHER E. MOHNEY, ESQUIRE, 90 BEAVER DRIVE, SUITE 111B
DUBOIS, PA 15801

32. No reply necessary. (814) 375-1044

33. Paragraph 33 and its sub-parts (i)-(iv) are conclusions of law to which no
response is necessary.

34. Admitted. By way of further response, Defendant then prepared and signed a
new lease, attached to Plaintiff's Complaint, marked Exhibit A, purporting to
Kush/Rice lease assumed by Defendant. Defendant, to the extent the lease
attached to Plaintiff's Complaint is enforceable, is not intended not to be a valid
and enforceable written lease, Defendant is estopped from enforcing the terms
of the Kush/Rice lease, because Plaintiff relied on the terms of the lease
prepared and signed by Defendant, and attached to Plaintiff's Complaint.

Plaintiff relied on Defendant's acts and actions in her intent to

FILED
MAR 29 2004
William A. Shaw
Prothonotary/Clerk of Courts

VERIFICATION

I, JEFFREY W. RICE, President of JEFREY W. RICE, D.M.D., P.C., being duly authorized to make this verification, have read the foregoing Reply to New Matter. The statements therein are correct to the best of my personal knowledge or information and belief.

This statement and verification is made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn fabrication to authorities, which provides if I make knowingly false averments I may be subject to criminal penalties.

JEFFREY W. RICE, D.M.D., P.C.

BY: _____

Jeffrey W. Rice

Date: _____

3-25-04

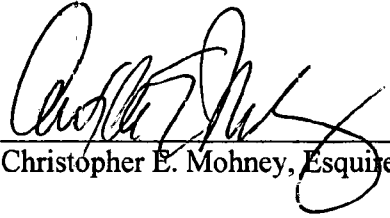
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA
CIVIL DIVISION

JEFFREY W. RICE, D.M.D., P.C.	:	NO. 03-1903 C.D.
	:	
PLAINTIFF	:	TYPE OF CASE: CIVIL
	:	
VS.	:	
	:	
MARY C. KRUSZEWSKI, D.O.,	:	
	:	
DEFENDANT	:	

CERTIFICATE OF SERVICE

I, Christopher E. Mohney, Esquire, do hereby certify that on this ^{26th}~~23rd~~ day of
March, 2004, I caused to be served by First Class United States Mail, postage prepaid,
Reply to New Matter on the following individual:

Steven L. Sablowsky, Esquire
Goldblum and Sablowsky, LLC
285 E. Waterfront Drive
Suite 160
Homestead, PA 15120



Christopher E. Mohney, Esquire

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PA
CIVIL DIVISION
NO.03-1903 C.D.

JEFFREY W. RICE, D.M.D., P.C.,
PLAINTIFF

VS.

MARY C. KRUSZEWSKI, D.O.,
DEFENDANT

REPLY TO NEW MATTER

FILED

MAR 29 2004
11:25 AM
100
E. Mohney

William A. Shaw
Prothonotary/Clerk of Courts

LAW OFFICES

CHRISTOPHER E. MOHNEY

90 BEAVER DRIVE - SUITE 200A
DUBOIS, PA 15801
111-B

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

JEFFREY W. RICE

:

-VS-

: No. 03-1903-CD

MARY C. KRUSZEWSKI

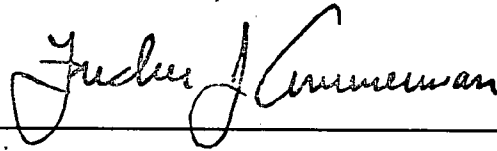
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O R D E R

NOW, this 30th day of March, 2004, relative the preliminary objections filed on behalf of Jeffrey W. Rice; upon the agreement of counsel for Dr. Mary C. Kruszewski, it is the ORDER of this Court that Count II of the Plaintiff's complaint entitled conversion be included as part of Dr. Kruszewski's breach of contract claim.

In all other regards, the preliminary objections filed by Jeffrey W. Rice on February 18, 2004, are hereby dismissed.

BY THE COURT,



President Judge

FILED

MAR 31 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

JEFFREY W. RICE, D.M.D., P.C., :

PLAINTIFF :

VS. :

MARY C. KRUSZEWSKI, D.O., :

DEFENDANT :

CASE NO : 03-1903 C.D.

TYPE OF PLEADING:
PRAECIPE TO SETTLE, DISCONTINUE
AND END

FILED ON BEHALF OF:
PLAINTIFF

COUNSEL OF RECORD:
CHRISTOPHER E. MOHNEY, ESQUIRE

SUPREME COURT NO.: 63494

90 BEAVER DRIVE, SUITE 201 A
DUBOIS, PA 15801
(814) 375-1044

FILED

APR 29 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

JEFFREY W. RICE, D.M.D., P.C.,

PLAINTIFF

VS.

MARY C. KRUSZEWSKI, D.O.,

DEFENDANT

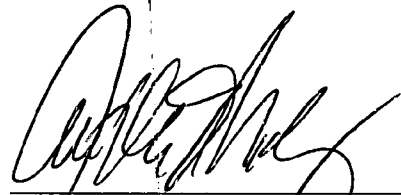
CASE NO.: 03-1903 C.D.

TYPE OF PLEADING:
PRAECIPE TO SETTLE,
DISCONTINUE AND END

PRAECIPE TO SETTLE, DISCONTINUE AND END

TO: WILLIAM SHAW, PROTHONOTARY

Kindly mark the above captioned case settled, discontinued and ended on behalf
of Plaintiff, Jeffrey W. Rice, D.M.D., P.C.



Christopher E. Mohnen, Esquire
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY,
CIVIL ACTION - AT LAW
NO. 03-1903 C.D.

JEFFREY W. RICE, D.M.D.,
P.C.,
PLAINTIFF

VS.

MARY C. KRUSZEWSKI, D.O.,
DEFENDANT

PRAECIPE TO SETTLE,
DISCONTINUE AND END

FILED No cc
of 10-41-88*
APR 29 2004
William A. Shaw
Prothonotary/Clerk of Courts
to Atty
Disc.
Copy to C/A

LAW OFFICES
CHRISTOPHER E. MOHNEY
90 BEAVER DRIVE - SUITE 201A
DUBOIS, PA 15801

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

CIVIL DIVISION

COPY

Jeffrey W. Rice

Vs.

No. 2003-01903-CD

Mary C. Kruszewski

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on April 29, 2004, marked:

Settled, Discontinued and Ended

Record costs in the sum of \$85.00 have been paid in full by Steven L. Sablowsky.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 29th day of April A.D. 2004.

William A. Shaw, Prothonotary