04-1694-CD
HARRY E. FISHER, ETAL. vs. SANDI (GIGI) KARP CORTEZ

Harry Fisher et al vs Sandy Cortez
2004-1694-CD

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

HARRY E. FISHER and, GERALDINE FISHER,	:	
Plaintiffs,	:	
v.	:	No. 04- 1694-CD
SANDI (GIGI) KARP CORTEZ, Defendant.	:	

CASE NUMBER: 04- -CD

TYPE OF PLEADING: **COMPLAINT**

FILED ON BEHALF OF: Plaintiffs

COUNSEL FOR RECORD FOR THIS PARTY: R. DENNING GEARHART, ESQUIRE
Supreme Court ID#: 26540
207 East Market Street
Clearfield, PA 16830
814-765-1581

FILED 2cc
01:07 PM Atty Gearhart
OCT 27 2004
William A. Shaw Atty pd. 85.00
Prothonotary/Clerk of Courts

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

HARRY E. FISHER and, GERALDINE FISHER, Plaintiffs, v. SANDI (GIGI) KARP CORTEZ, Defendant.	: : : : : : : : :	No. 04- -CD

NOTICE TO DEFEND

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

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

Court Administrator's Office
Clearfield County Courthouse
Clearfield, PA 16830
814-765-2641

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

HARRY E. FISHER and, GERALDINE FISHER, Plaintiffs, v. SANDI (GIGI) KARP CORTEZ, Defendant.	: : : : : : : : :	No. 04- -CD

COMPLAINT

NOW COME the Plaintiffs, HARRY E. FISHER and GERALDINE FISHER, by and through their attorney, R. Denning Gearhart, who files a complaint for damages and in support thereof aver as follows:

1. That the Plaintiffs reside at 1006 Treasure Lake, DuBois, Pennsylvania, 15801.

2. That the whereabouts of Defendant, SANDI (GIGI) KARP CORTEZ, is unknown, but her last known address is 209 Pine Street, Punxsutawney, Pennsylvania, 15767.

3. That the Plaintiffs are the owners of a certain residence located at Section 14, Lot 247, Treasure Lake, DuBois, Pennsylvania, 15801.

4. That the Plaintiffs and Defendant entered into a contract to allow the Defendant to lease the above-referenced premises. The terms of that lease are outlined on the lease attached hereto as Exhibit A.

5. That the Defendant commenced to live in that residence on or about August 1, 2003.

6. That the Defendant was to pay rent in the amount of $850.00 per month. She did not pay rent after May 31, 2004.

7. That in violation of the lease/contract Defendant did do damage to the premises causing the Plaintiffs to suffer as follows:

A. Remainder of Lease (June, July and August, 2004) -- $2628.00;

B. Carpet replacement -- $2500.00;

C. Restoring grass area in front yard -- $300.00;

D. Repainting designer walls in dining room, hall and living room -- $400.00;

E. Patch and repaint holes in walls -- $100.00;

F. Unreturned garage door remotes and keys for house -- $500.00;

G. Removal of trash -- $500.00;

H. Utility bills for June, July and August, 2004 -- $40.00;

I. Damage to grinder pump -- Unknown;

J. Sewer clog -- Unknown;

K. Garage window vandalized -- $600.00;

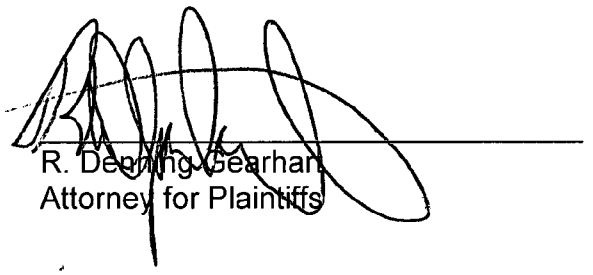
L. Legal fees (filing eviction) -- $109.50; and

M. Attorney fees -- $2000.00

9. That the damages occurred because of the Defendant's unlawful action and cost Plaintiffs the sum of $9677.50.

WHEREFORE, Plaintiffs pray the Honorable Court to award to them the sum of $9677.50.

Respectfully submitted,



R. Denning Gearhart
Attorney for Plaintiffs

RESIDENTIAL LEASE

LR

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

PA LICENSED BROKER	PA LICENSED BROKER
STING BROKER (Company) HOWARD HANNA SHIPPEN	LEASING BROKER (Company) HOWARD HANNA SHIPPEN
1 N BRADY	31 N BRADY
DDRESS DUBOIS, PA. 15801	ADDRESS DUBOIS, PA. 15801
H 814 371 9722 FAX 814 375 4101	PH 814 375 0722 FAX 814 375 4101
ESIGNATED AGENT FOR LANDLORD (if applicable)	DESIGNATED AGENT FOR TENANT (if applicable)

. **This LEASE, dated** July 09, 2003 **is between**

GiGi Karp

alled "Tenant", and

Harry E Fisher

alled "Landlord."

. **PROPERTY**
Landlord agrees to rent to Tenant the following Property:
SECTION 14A LOT 247 LOCATED ON ST. MARTIN RD. TREASURE LAKE, DUBOIS, PA. 15801

. **STARTING AND ENDING DATES OF LEASE** (also called **"Term"**)
A. Starting Date: This Lease starts on 08/01/03, at 12 Noon.
B. Ending Date: This Lease ends on 09/01/04, at 12 Noon.

. **RENEWAL TERM**
This Lease will automatically renew for a term of 30 DAYS at the Ending Date unless:
A. Tenant gives Landlord 30 days' written notice before Ending Date or before the end of any Renewal Term, **OR**
B. Landlord gives Tenant 30 days' written notice before Ending Date or before the end of any Renewal Term.
C. **For Month-to-Month Leases Only:** Either Landlord or Tenant may end a month-to-month Lease by giving 30 days' written notice on or before the day the next rent is due.

. **RENT**
A. The total amount of rent due over the term of this Lease is $ 11,050
B. The total rent due each month is $ 850.00
C. Rent is due on or before the 1ST. day of the month.
D. Tenant pays a late charge of $ 25.00
if rent is more than 5(FIVE) days late.
E. Tenant makes payments to: HARRY FISHER
Address 1006 TREASURE LAKE, DUBOIS, PA. 15801

. **BEFORE MOVING IN, TENANT PAYS**

	Paid	Due
A. Part of a month's rent if Tenant takes possession before first regular due date	$	$
B. First month's rent	$ 850.00	$
C. Other:	$	$
D. Security Deposit, on deposit at: (name of bank) Harry Fisher Landlord	$ 850.00	$
Total rent and security deposit received to date	$ 1700.00	

PARED BY AGENT: William J. Smathers, Broker
dential Lease, LR 6/00. Pennsylvania Association of REALTORS®
YRIGHT PENNSYLVANIA ASSOCIATION OF REALTORS® 1996
FAST® Software, ©2003, Version 6.13. Software Registered to: William Smathers, Howard Hanna Shippen Realty
07/09/03 14:07:05

nt(s) _____ Landlord(s) _____

EXHIBIT "A"

Total amount due before Tenant moves in $ _____

7. USE OF PROPERTY
   A. Tenant will use Property as a residence or SINGLE FAMILY DWELLING
   B. Not more than FOUR including benefit of 3 children people will live on property.

8. UTILITIES AND SERVICES
   A. Landlord will pay for
      - ☐ Cold water
      - ☐ Gas
      - ☐ Electricity
      - ☒ Heater maintenance contract
      - ☐ Hot water
      - ☐ Heat
      - ☒ Snow removal
      - ☐ Sewage costs and maintenance
      - ☐ Trash removal
      - ☒ Lawn and shrubbery care
      - ☐ Water costs over yearly charge
      - ☐ Other _____
   B. Tenant will pay for
      - ☒ Cold water
      - ☐ Gas
      - ☒ Electricity
      - ☐ Heater maintenance contract
      - ☒ Hot water
      - ☒ Heat
      - ☐ Snow removal
      - ☐ Sewage costs and maintenance
      - ☒ Trash removal
      - ☐ Lawn and shrubbery care
      - ☒ Water costs over yearly charge
      - ☐ Other _____

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

10. CONDITION OF PROPERTY
Tenant understands that Landlord will make no repairs, additions, or changes to the property except as follows:

11. IF PROPERTY WAS BUILT BEFORE 1978
Lead Hazards Disclosure Requirements
The Residential Lead-Based Paint Hazard Reduction Act says that any Landlord of property built before 1978 must give the tenant an EPA pamphlet titled *Protect Your Family From Lead in Your Home*. The Landlord also must tell Tenant and the Broker for Landlord what the Landlord knows about lead-based paint and lead-based paint hazards that are in or on the property being rented. Landlord must tell the Tenant how the Landlord knows that lead-based paint and lead-based paint hazards are on the property, where the lead-based paint and lead-based paint hazards are, and the condition of the painted surfaces. Any Landlord of a pre-1978 structure must also give the Tenant any records and reports that the Landlord has or can get about lead-based paint or lead-based paint hazards in or around the property being rented, the common areas, or other dwellings in multi-family housing. It is also required that the EPA pamphlet be given to tenants before the landlord starts any major renovations on a pre-1978 structure. The Act does not apply to housing built in 1978 or later.
Lead Warning Statement Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

A. Landlord initial one:
   ____ Landlord does not know of any lead-based paint or lead-based paint hazards (dangers) on the Property;
   OR
   ____ Landlord knows that there is lead-based paint, or that there are lead-based paint hazards on the Property. Landlord must explain what Landlord knows about the lead-based paint and hazards, including how Landlord learned that it is there, where it is, and the condition of painted walls, trim and other surfaces. Landlord must give Tenant any other information Landlord has about the lead-based paint and lead-based paint hazards.
   _____

B. Landlord initial one:
   ____ Landlord has no reports or records about lead-based paint or lead-based paint hazards on the Property;
   OR
   ____ Landlord has given Tenant all available records and reports about lead-based paint or lead-based paint hazards on the Property. List records and reports: _____

C. Tenant initial all that are true:

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

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

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

12. RULES AND REGULATIONS

A. Rules for use of the Property are attached. ☑ Yes ☐ No
B. Tenant promises to obey the Rules.
C. Landlord cannot change the Rules unless the change benefits the Tenant or improves the health, safety, or welfare of others.

13. TENANT'S CARE OF PROPERTY

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

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

B. Tenant **will not:**
(1) Keep any flammable materials on the Property.
(2) Willfully destroy or deface any part of the Property.
(3) Disturb the peace and quiet of other tenants.
(4) Make changes to the property, such as painting or remodeling, without the written permission of Landlord. Tenant understands that any changes or improvements will belong to the Landlord.

C. Repairs by Tenant: Tenant will pay to repair any item in or on the Property that costs less than $ 20.00 . Tenant also will pay to repair any damage to the Property or to any item in or on the Property that Tenant or Tenant's guests cause through a lack of care.

14. LANDLORD WILL MAINTAIN PROPERTY

A. Landlord will keep the Property and common areas in reasonable condition and as required by law.
B. Landlord will keep all the structural parts of the Property in good working order, including:
☒ Ceilings ☒ Roof ☒ Floors ☒ Walls
☒ Steps ☒ Porches ☒ Windows ☒ Doors
C. Landlord will keep all systems, services, facilities, or appliances supplied by Landlord in safe and good working order, including:
☐ Air conditioning ☐ Sanitary ☒ Electrical ☒ Ventilation ☒ Drainage
☐ Security ☒ Heating ☒ Water heating ☒ Plumbing
D. Landlord will keep Property reasonably free of pests, rodents and insects. **This does not apply if Property is a single-family dwelling.**
E. Landlord will supply utilities and services as listed in paragraph 8 (Utilities and Services) of this Lease, unless the service is interrupted by circumstances beyond the Landlord's control.
F. Landlord cannot increase rents, decrease services, or threaten to go to court to evict Tenant because Tenant
(1) complains to a government agency or to Landlord about a building or housing code violation.
(2) organizes or joins a Tenant's organization.
(3) uses Tenant's legal rights in a lawful manner.

15. LANDLORD'S RIGHT TO ENTER

A. Tenant agrees to let Landlord or Landlord's representatives enter the Property at reasonable hours to inspect, repair, or show the Property to prospective buyers.
B. Landlord will give Tenant 24 hours' notice of date, time, and reason for the visit. In cases of emergency, Landlord may enter Property without notice. If Tenant is not there, Landlord will tell Tenant who was there and why within 24 hours of the visit.

16. SECURITY DEPOSIT

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

Tenant's responsibility.

E. When Tenant moves from the Property, Tenant will return all keys and give Landlord written notice of Tenant's mailing address where Landlord can return the security deposit.

F. Landlord will prepare a list of charges for damages and unpaid rents. Landlord may deduct these charges from the security deposit. Landlord must return security deposit and interest (minus any charges to Tenant) within 30 days.

17. POSSESSION

A. Tenant may move in (take possession of the Property) on the Starting Date of this Lease.

B. If Tenant cannot move in because previous tenant is still there or because of property damage, Tenant can

(1) change the starting date of the Lease to the day when Property is available. Tenant will not owe rent until Property is available; OR

(2) end the Lease and have all money already paid as rent or security deposit returned.

18. RENT INCREASES

A. If the Lease is for a term of more than one year, Tenant agrees to pay Tenant's share of any increase in real estate taxes and water and sewer charges.

B. If Tenant's actions cause an increase in property insurance, Tenant will pay the amount of the increase.

19. NO PETS

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

20. SMOKE DETECTORS

A. Tenant will maintain and test (monthly) any smoke detectors on the Property.

B. Tenant will notify Landlord or Broker for Landlord of any broken smoke detector(s).

C. Tenant will pay for any damage to Property if Tenant fails to maintain smoke detectors.

21. FIRE OR OTHER DAMAGE

A. If the Property is accidentally damaged (fire, flood, etc.):

(1) Tenant may continue to live on the livable part of the Property and pay a reduced rent as agreed to by Tenant and Landlord until the damages are repaired; if the law does not allow Tenant to live on the Property, then this Lease is ended; OR

(2) If it is not possible for Tenant to live on the Property, Tenant must notify Landlord immediately that Lease is ended and move out within 24 hours.

B. If Lease is ended, Landlord will return any unused security deposit or advanced rent to Tenant.

C. If Tenant, Tenant's family or guests cause damage by fire or by other means, this Lease will remain in effect and Tenant will continue to pay rent, even if Tenant cannot occupy the Property.

22. AFTER NOTICE TO END LEASE

A. After Tenant or Landlord has given written notice to end this Lease, Landlord may show Property to possible tenants. Landlord will not show Property unless Tenant is there or has a reasonable chance to be there. Tenant does not have to allow possible tenants to enter unless they are with the Landlord or Landlord's representative, or unless they have written permission from the Landlord.

B. Landlord may put up For Sale or For Rent signs on or near Property.

C. Tenant agrees to move out peacefully when Lease is ended.

23. IF TENANT BREAKS LEASE:

A. **Tenant breaks this Lease if:**

(1) Tenant does not pay rent or other charges.

(2) Tenant leaves Property permanently before the end of this Lease.

(3) Tenant does not move out when supposed to.

(4) Tenant fails to do anything Tenant agreed to in this Lease.

B. **Non-Payment of Rent:** If Tenant breaks Lease by not paying rent or other charges, Landlord cannot evict Tenant (force Tenant to move out) from the Property without a written notice. Tenant agrees that a written notice of FIVE DAYS

is sufficient. This means that if Tenant has not moved from the Property before the sixth day after Landlord has given Tenant written notice, Landlord can file a lawsuit to evict Tenant.

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

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

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

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

24. SALE OF PROPERTY

A. If Property is sold, on the date of settlement, Landlord will give Tenant in writing:
   (1) The name, address, and phone number of the new landlord.
   (2) Where rent is to be paid.
   (3) Notice that the security deposit has been given to the new landlord, who will be responsible for it.

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

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

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

25. IF GOVERNMENT TAKES PROPERTY

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

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

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

26. SUBLEASING AND TRANSFER

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

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

27. TENANT HAS FEWER RIGHTS THAN MORTGAGE LENDER

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

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

28. BROKERS The Business Relationships between the Broker(s) and Landlord and Tenant are as follows, UNLESS a different realtionship is checked below:

A. The Listing Broker is Agent for Landlord.

B. The Leasing Broker is Agent for Tenant.

C. When the Listing Broker and Leasing Broker are the same, the Broker is a Dual Agent. Dual Agency applies to all licensees, UNLESS there is a Designated Agent(s) for Landlord and a Designated Agent(s) for Tenant. If the same Licensee is designated for Landlord and Tenant, the Licensee is a Dual Agent.

A Business Relationship exists that is different from above, as follows:

☐ The Leasing Broker is the Agent/Subagent for Landlord.
☐ The Leasing Broker is a Transaction Licensee.
☐ The Listing Broker is a Transaction Licensee.

is sufficient. This means that if Tenant has not moved from the Property before the sixth day after Landlord has given Tenant written notice, Landlord can file a lawsuit to evict Tenant.

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

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(1) **Get back possession of the Property by going to court to evict Tenant.** If Landlord hires a lawyer to start eviction, Tenant agrees to pay the lawyer's fees and Landlord's reasonable costs.

(2) **File a lawsuit against Tenant** for rents and charges not paid and for rents and charges for the rest of the Lease term. If Landlord wins (gets a money judgment against Tenant), Landlord can use the court process to take Tenant's personal goods, furniture, motor vehicles, and money in banks.

(3) **Keep Tenant's Security Deposit.**

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(1) The name, address, and phone number of the new landlord.

(2) Where rent is to be paid.

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

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

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

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

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

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

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A. The Listing Broker is Agent for Landlord.

B. The Leasing Broker is Agent for Tenant.

C. When the Listing Broker and Leasing Broker are the same, the Broker is a Dual Agent. Dual Agency applies to all licensees, UNLESS there is a Designated Agent(s) for Landlord and a Designated Agent(s) for Tenant. If the same Licensee is designated for Landlord and Tenant, the Licensee is a Dual Agent.

A Business Relationship exists that is different from above, as follows:

☐ The Leasing Broker is the Agent/Subagent for Landlord.

☐ The Leasing Broker is a Transaction Licensee.

☐ The Listing Broker is a Transaction Licensee.

D. Broker(s) may perform services to assist unrepresented parties in complying with the terms of this Agreement.

29. MEDIATION

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

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

30. INSURANCE AND RELEASE

A. Tenant understands that

1. **LANDLORD'S INSURANCE DOES NOT COVER TENANT, TENANT'S PROPERTY, OR GUESTS.**
2. **TENANT SHOULD HAVE FIRE & LIABILITY INSURANCE TO PROTECT TENANT, TENANT'S PROPERTY AND GUESTS WHO ARE INJURED WHILE ON THE PROPERTY.**

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

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

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

31. CAPTIONS

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

32. CONSUMER NOTICE

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

33. ENTIRE AGREEMENT

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

NOTICE BEFORE SIGNING: IF TENANT HAS LEGAL QUESTIONS, TENANT IS ADVISED TO CONSULT AN ATTORNEY.

ITNESS _____ TENANT _____ DATE _____

GiGi Karp

500 Tripoli Street Loft 412, Pittsburgh, PA 15212

Home #: 412 779 0376 Bus.#: 412 736 6556

mail gigigleb69@hotmail.com

ITNESS _____ LANDLORD _____ DATE 7/17/03

Harry E Fisher

1006 Treasure Lake, DuBois, PA 15801

Home #: 814 371 0861

mail _____

rokers'/ Licensees' Certifications

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

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

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

COMMONWEALTH OF PENNSYLVANIA :

: ss.

COUNTY OF CLEARFIELD :

Before me, the undersigned officer, a Notary Public in and for the above named State and County, personally appeared HARRY E. FISHER and GERALDINE FISHER, who being dully sworn according to law deposes and says that the facts set forth in the foregoing Complaint are true and correct to the best of their knowledge, information and belief.

Harry E. Fisher

Harry E. Fisher

Geraldine Fisher

Geraldine Fisher

Sworn to and subscribed

before me, this 18th

day of October, 2004.

Shannon R. Wisor

Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Shannon R. Wisor, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires Aug. 25, 2007

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

HARRY E. FISHER and
GERALDINE FISHER,
Plaintiffs,

v.

SANDI (GIGI) KARP CORTEZ,
Defendant.

COMPLAINT

FILED

OCT 27 2004

William A. Shaw
Prothonotary Clerk of Courts

R. DENNING GEARHART
ATTORNEY AT LAW
CLEARFIELD, PA. 16830

COMMERCIAL PRINTING CO., CLEARFIELD, PA

Lap over margin

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

HARRY E. FISHER and, GERALDINE FISHER,	:	
Plaintiffs,	:	
v.	:	No. 04-1694-CD
SANDI (GIGI) KARP CORTEZ, Defendant.	:	

CASE NUMBER: 04-1694-CD

TYPE OF PLEADING: **PRAECIPE TO REINSTATE COMPLAINT**

FILED ON BEHALF OF: Plaintiffs

COUNSEL FOR RECORD FOR THIS PARTY: R. DENNING GEARHART, ESQUIRE
Supreme Court ID#: 26540
207 East Market Street
Clearfield, PA 16830
814-765-1581

FILED
Esq 013:35/01 1 Compl.
NOV 10 2004 Reinstated to Ptff
William A. Shaw Atty pd. 7.00
Prothonotary/Clerk of Courts

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

HARRY E. FISHER and, GERALDINE FISHER, Plaintiffs, v. SANDI (GIGI) KARP CORTEZ, Defendant.	: : : : : : : : :	No. 04-1694-CD

PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY OF CLEARFIELD COUNTY:

Please reinstate the Complaint filed in the above-captioned case.

R. Denning Gearhart
Attorney for Plaintiffs

Date: November 10, 2004

In The Court of Common Pleas of Clearfield County, Pennsylvania

FISHER, HARRY E. & GERALDINE
VS.
CORTEZ, SANDI (GIGI) KARP
COMPLAINT

Sheriff Docket # 16606
04-1694-CD

SHERIFF RETURNS

NOW NOVEMBER 15, 2004, THOMAS DEMKO, SHERIFF OF JEFFERSON COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ON SANDI (GIGI) KARP CORTEZ, DEFENDANT.

NOW NOVEMBER 19, 2004 SERVED THE WITHIN COMPLAINT ON SANDI (GIGI) KARP CORTEZ, DEFENDANT BY DEPUTIZING THE SHERIFF OF JEFFERSON COUNTY. THE RETURN OF SHERIFF DEMKO IS HERETO ATTACHED AND MADE A PART OF THIS RETURN.

Return Costs

Cost	Description
30.00	SHERIFF HAWKINS PAID BY: ATTY CK# 7380
10.00	SURCHARGE PAID BY: ATTY CK# 7381
38.75	JEFFERSON CO. SHFF. PAID BY: ATTY.

Sworn to Before Me This

23rd Day Of Dec 2004

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

So Answers,

by Marilyn Hess

Chester A. Hawkins
Sheriff

FILED
9:59 am
DEC 23 2004
William A. Shaw
Prothonotary/Clerk of Courts

1666

No. 1694 C.D. 2004

Personally appeared before me, Brian Henretta, Deputy for Thomas A. Demko, Sheriff of Jefferson County, Pennsylvania, who according to law deposes and says that on November 19, 2004 at 3:00 o'clock P.M. did serve the Notice and Complaint upon SANDI (GIGI) KARP CORTEZ, defendant, at her residence of 209 Pine Street, Borough of Punxsutawney, County of Jefferson, State of Pennsylvania, by handing to her personally one true copy of the Notice and Complaint and by making known to her the contents thereof.

Advance Costs Received:	$125.00	
My Costs:	36.75	Paid
Prothy:	2.00	
Total Costs:	38.75	
REFUNDED:	$ 86.25	

So Answers,

Sworn and subscribed to before me this 29th day of Nov. 2004
By Lauga S. Geist
My Commission Expires The First Monday January 2006

Brian Henretta Deputy

Thomas A. Demko Sheriff
JEFFERSON COUNTY, PENNSYLVANIA

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

HARRY E. FISHER and, GERALDINE FISHER,	:	
Plaintiffs,	:	
v.	:	No. 04-1694-CD
SANDI (GIGI) KARP CORTEZ, Defendant.	:	

CASE NUMBER: 04-1694-CD

TYPE OF PLEADING: **CERTIFICATE OF SERVICE**

FILED ON BEHALF OF: Plaintiffs

COUNSEL FOR RECORD FOR THIS PARTY: R. DENNING GEARHART, ESQUIRE
Supreme Court ID#: 26540
207 East Market Street
Clearfield, PA 16830
814-765-1581

FILED

FEB 09 2005 GK
0/11:00/
William A. Shaw
Prothonotary/Clerk of Courts
1 cert to Atty

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

HARRY E. FISHER and, GERALDINE FISHER, Plaintiffs, v. SANDI (GIGI) KARP CORTEZ, Defendant.	: : : : : : : : :	No. 04-1694-CD

CERTIFICATE OF SERVICE

This is to certify that the undersigned has on this date served a copy of the NOTICE OF DEFAULT filed in the above-captioned matter on the Defendant, Sandi (Gigi) Karp Cortez, by depositing such documents in the United States Mail, postage pre-paid and addressed as follows:

Sandi (Gigi) Karp Cortez
209 Pine Street
Punxsutawney, PA 15767

R. Denning Gearhart, Esquire

Date: **February 9, 2005**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

FILED (GK) NO CC
m/10:44 BH
MAY 11 2005
William A. Shaw
Prothonotary/Clerk of Courts

HARRY E. FISHER and GERALIDINE FISHER,	)	No: 04-1694-CD
Plaintiffs',	)	
V.	)	**ANSWER AND NEW MATTER**
SANDI (GIGI) KARP CORTEZ,	)	
Defendant.	)	

Filed on behalf of:
Defendant,
Sandi G. Karp Cortez

Counsel of Record for
This Party:

LESTER CRAWFORD, ESQUIRE
PA. I.D. # 58024

Allegheny Building, Suite 1301
429 Forbes Avenue
Pittsburgh, PA 15219

(412) 281-6667

To Plaintiffs':
You are hereby notified to file a Written response to the enclosed New Matter within twenty (20) days from Service hereof or judgment may be Entered against you.

Lester Crawford, Esquire

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

HARRY E. FISHER and GERALIDINE FISHER,	)	No: 04-1694-CD
Plaintiffs',	)	
V,	)	
SANDI (GIGI) KARP CORTEZ,	)	
Defendant.	)	

ANSWER AND NEW MATTER

AND NOW, comes the Defendant, Sandi G. Karp Cortez, by and through her attorney, Lester Crawford, Esquire, and files the following Answer to complaint and avers as follows:

1. Paragraph 1 of Plaintiffs' complaint is admitted.

2. Paragraph 2 of Plaintiffs' complaint is denied as stated. It is denied that Defendant's whereabouts is unknown. It is admitted that Defendant's address is 209 Pine Street, Punxsutawney, Pennsylvania, 15767.

3. Paragraph 3 of Plaintiffs' complaint is admitted.

4. Paragraph 4 of Plaintiffs' complaint is denied as stated. It is denied that Defendant entered into an agreement with Plaintiff, Geraldine Fisher. However, the remaining averments are admitted.

5. Paragraph 5 of Plaintiffs' complaint is admitted.

6. Paragraph 6 of Plaintiffs' complaint is denied as stated. It is admitted that the monthly rental amount was $850.00. It is denied that Defendant failed to pay rent after May 31, 2004.

7. Paragraph 7 of Plaintiffs' complaint is a conclusion of law to which no responsive pleading is required. Furthermore, after reasonable investigation, this Defendant is without sufficient knowledge and/or information with which to form a belief as to the truth or falsity of said allegations, and therefore, the same are denied and strict proof thereof is demanded at the time of trial. To the extent that a response is required, it is specifically denied that Defendant violated the lease agreement causing plaintiff to suffer any damages.

8. Paragraph 8 of plaintiffs' complaint is a conclusion of law to which no responsive pleading is required. To the extent that a response is required, it is specifically denied that Defendant engaged in any unlawful action causing plaintiff any amount of damages.

WHEREFORE, Defendant requests that plaintiff's complaint be dismissed.

NEW MATTER

9. Paragraph 1 through 8 of Defendant's answers are hereby incorporated as though fully set forth herein.

10. Defendant entered into an agreement with plaintiff Landlord to lease his rental property. Defendant paid a security deposit of $850.00 at the beginning of the lease term.

11. Defendant complied with all provisions of the lease agreement.

12. Plaintiff Landlord breached the lease agreement in the following respects:

a. On or about early August, 2003, plaintiff Landlord entered the leased premises, without notice to Defendant, in violation of paragraph 15 of the lease agreement.

b. On or about August, 2003, plaintiff Landlord, without notice to Defendant, took his niece, Francine and her family through the leased premises on a "tour." They moved Defendant's furniture.

c. On or about August, 2003, Plaintiff Landlord without notice to Tenant entered the leased premises and did electrical work. He installed a dimmer switch and drank a few of the Defendant's beers.

d. On or about September, 2003, the Landlord, without notice to Tenant, entered the leased premises and took Tenant's bag containing lock parts. The following day the items were returned after Tenant observed them on Landlord's kitchen counter.

e. On or about June 16, 2004, Landlord, without notice to the Tenant, while attempting to enter the leased premises, jammed a piece of metal into the deadbolt lock on the kitchen door.

f. On or about June 20, 2004, Landlord, without notice to Tenant, entered the leased premises and removed the deadbolts from the doors and posted a "No Trespassing" sign on the premises. Defendant's laundry had been thrown from it's basket; her electrical appliances unplugged; her photographs and plants were overturned in the sink; the contents of her storage closet were thrown over the dining room floor; her magazines were thrown over the bedroom floor; the blinds from her bedroom window had been removed; and the water & electricity had been turned off.

13. On or about June 25, 2004, Defendant received a letter from Landlord giving her fifteen (15) days to vacate the leased premises. Defendant complied with said notice to vacate.

14. The act of Landlord turning off the electricity caused an electrical shortage which damaged Defendant's computer causing it to be inoperable.

15. As a direct result of Landlord's actions and conduct, Tenant's right to peace and quiet enjoyment were violated.

16. The actions and conduct of Landlord were in violations of the Landlord and Tenant Act.

17. The conduct of the Landlord was intentional, malicious, reckless and in disregard of the right, interests and feelings of Defendant.

18. As a result of Landlord's conduct, Defendant is entitled to a set-off of the rent paid, her security deposit in the amount of $850.00 plus interest,

$2400.00 the replacement cost of her computer, and the sentimental value of the damaged photograph of her child to be determined at time of trial.

WHEREFORE, Defendant requests this Honorable Court to find in her favor and against plaintiffs, and grant any other relief it deems necessary.

Respectfully submitted:

Lester Crawford, Esquire

VERIFICATION

I, Sandi Karp Cortez, verify that the statements made in this Answer and New Matter are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

Sandi Karp Cortez

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the **ANSWER AND NEW MATTER** was served upon the following by U.S. first class mail, postage pre-paid, on the 9th day of May 2005.

R. Denning Gearheart, Esquire
207 East Market Street
Clearfield, PA 16830

Lester Crawford, Esquire

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

HARRY E. FISHER and, GERALDINE FISHER, Plaintiffs, v. SANDI (GIGI) KARP CORTEZ, Defendant.	: : : : : : : : :	No. 04-1694-CD

CASE NUMBER: 04-1694-CD

TYPE OF PLEADING: **ANSWER TO NEW MATTER**

FILED ON BEHALF OF: Plaintiffs

COUNSEL FOR RECORD FOR THIS PARTY: R. DENNING GEARHART, ESQUIRE
Supreme Court ID#: 26540
207 East Market Street
Clearfield, PA 16830
814-765-1581

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

HARRY E. FISHER and, GERALDINE FISHER, Plaintiffs, v. SANDI (GIGI) KARP CORTEZ, Defendant.	: : : : : : : : :	No. 04-1694-CD

ANSWER TO THE MATTER

AND NOW, come the Plaintiffs, Harry E. Fisher and Geraldine Fisher, by and through his attorney, R. Denning Gearhart, and files the Answer to New Matter, and in support thereof avers as follows:

9. No answer required.

10. Admitted.

11. Denied for the reasons set forth in the Complaint.

12. a. Denied. There was no such injury.

b. Denied. Following notice to the defendant, the plaintiff did enter the premises to review some painting that she had done to discuss correcting her shoddy work.

c. Denied. At the request of the attendant, an electrician was hired to do the electrical work. The plaintiff did not drink alcohol.

d. Denied. There were numerous violations.

e. Denied. This never occurred.

f. Denied. The plaintiff had attempted to notify the defendant of the necessity to enter the premises, which the defendant had said she was moving from in February 2004. He was not able to give her notice in that she failed to pick up her certified mail. He did leave notice on the door but she threw that on the ground.

13. Admitted.

14. Denied. Strict proof required at trial.

15. Denied. Strict proof required at trial.

16. Denied. Calls for a conclusion of law.

17. Denied. Calls for a conclusion of law.

18. Denied. Calls for a conclusion of law.

Respectfully Submitted,

R. Denning Gearhart

Date: **May 23, 2005**

AFFIDAVIT

R. DENNING GEARHART, being duly sworn according to law, deposes and says that he is the agent of the Plaintiffs, Harry E. Fisher and Geraldine Fisher, that said Plaintiffs cannot make the verification to the foregoing Answer to New Matter because they were not present on the day and date this Answer and New Matter was filed, and further, that the Plaintiffs would not be available until after the day of the filing of this Answer and New Matter, and that the facts set forth in the foregoing Petition are based on information provided to Counsel by the Plaintiffs and based partially upon personal knowledge of the Plaintiffs' attorney. However, the Plaintiffs verified this information to their Counsel fully aware of the penalties of false statements under 18 Pa.C.S.A., Section 4904, relating to unsworn falsification to authorities.

R. Denning Gearhart, Esquire

Sworn to and subscribed

Before me this 23rd day

of May, 2005.

Shannon R. Wisor

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Shannon R. Wisor, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires Aug. 25, 2007

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

HARRY E. FISHER and, GERALDINE FISHER, Plaintiffs, v. SANDI (GIGI) KARP CORTEZ, Defendant.	: : : : : : : : :	No. 04-1694-CD

CERTIFICATE OF SERVICE

This is to certify that the undersigned has on this date served a copy of the Answer to New Matter filed in the above-captioned matter on the Defendant, Sandi (Gigi) Karp Cortez, by depositing such documents in the United States Mail, postage pre-paid and addressed as follows:

Lester Crawford, Esquire
Allegheny Building, Suite 1301
429 Forbes Avenue
Pittsburgh, PA 15219

R. Denning Gearhart, Esquire

Date: **May 23, 2005**

FILED

MAY 23 2005

William A. Shaw
Prothonotary/Clerk of Courts

CA

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

HARRY E. FISHER and, GERALDINE FISHER,	:	
Plaintiffs,	:	
v.	:	No. 04-1694-CD
SANDI (GIGI) KARP CORTEZ, Defendant.	:	

CASE NUMBER: 04-1694-CD

TYPE OF PLEADING: **PRAECIPE FOR ARBITRATION**

FILED ON BEHALF OF: Plaintiffs

COUNSEL FOR RECORD FOR THIS PARTY: R. DENNING GEARHART, ESQUIRE
Supreme Court ID#: 26540
207 East Market Street
Clearfield, PA 16830
814-765-1581

FILED 2cc
01 4:00 PM Atty Gearhart
JUL 07 2005 Atty pd. 20.00
William A. Shaw
Prothonotary/Clerk of Courts

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

CERTIFICATE OF READINESS
TO THE PROTHONOTARY

CASE NUMBER: **04-1694-CD** DATE PRESENTED: **July 7, 2005**

TYPE TRIAL REQUESTED

Date Complaint Filed: **October 27, 2004**

( ) jury ( ) non-jury
(X) arbitration

Estimated Trial Time
1/2 day

PLAINTIFF(S)
Harry E. Fisher and Geraldine Fisher

DEFENDANT(S)
Sandi (Gigi) Karp Cortez

ADDITIONAL DEFENDANT(S)

( ) Check Block if a Minor is a Party to the Case

JURY DEMAND FILED BY: **n/a**

DATE JURY DEMAND FILED: **n/a**

AMOUNT AT ISSUE: ~~More than~~ **$9,677**

CONSOLIDATION: ( ) yes **(X)** no

DATE CONSOLIDATION ORDERED: **n/a**

PLEASE PLACE THE ABOVE CAPTIONED CASE ON THE TRIAL LIST.

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

R. Denning Gearhart
FOR THE PLAINTIFF

814-765-1581
TELEPHONE NUMBER

Lester Crawford
FOR THE DEFENDANT

412-281-4369
TELEPHONE NUMBER

FOR ADDITIONAL DEFENDANT

TELEPHONE NUMBER

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

HARRY E. FISHER and, GERALDINE FISHER, Plaintiffs, v. SANDI (GIGI) KARP CORTEZ, Defendant.	: : : : : : : : :	No. 04-1694-CD

CERTIFICATE OF SERVICE

This is to certify that the undersigned has on this date served a certirfied copy of the Praecipe for Arbitration filed in the above-captioned matter on the Defendant, Sandi (Gigi) Karp Cortez, by depositing such documents in the United States Mail, postage pre-paid and addressed as follows:

Lester Crawford, Esquire
Allegheny Building, Suite 1301
429 Forbes Avenue
Pittsburgh, PA 15219

R. Denning Gearhart, Esquire

Date: **July 7, 2005**

FILED

JUL 07 2005

William A. Shaw
Prothonotary/Clerk of Courts

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

HARRY E. FISHER and GERALDINE FISHER	:	
vs.	:	No. 04-1694-CD
SANDI (GIGI) KARP CORTEZ	:	

ORDER

NOW, this 1st day of September, 2005, it is the ORDER of the Court that the above-captioned matter is scheduled for Arbitration on **Tuesday, November 15, 2005 at 9:00 A.M.** in the Conference/Hearing Room No. 3, 2nd Floor, Clearfield County Courthouse, Clearfield, PA. The following have been appointed as Arbitrators:

John Sughrue, Esquire, Chairman

Benjamin S. Blakley, Esquire

David J. Hopkins, Esquire

Pursuant to Local Rule 1306A, you must submit your Pre-Trial Statement seven (7) days prior to the scheduled Arbitration. **The original should be forwarded to the Court Administrator's Office and copies to opposing counsel and each member of the Board of Arbitrators.** For your convenience, a Pre-Trial (Arbitration) Memorandum Instruction Form in enclosed as well as a copy of said Local Rule of Court.

BY THE COURT:

FREDRIC J. AMMERMAN
President Judge

FILED 5CC
014:00 bl CIA
SEP 01 2005 GR

William A. Shaw
Prothonotary/Clerk of Courts

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

HARRY E. FISHER and, GERALDINE FISHER,	:	
Plaintiffs,	:	
v.	:	No. 04-1694-CD
SANDI (GIGI) KARP CORTEZ, Defendant.	:	

CASE NUMBER: 04-1694-CD

TYPE OF PLEADING: **CERTIFICATE OF SERVICE**

FILED ON BEHALF OF: Plaintiffs

COUNSEL FOR RECORD FOR THIS PARTY: R. DENNING GEARHART, ESQUIRE
Supreme Court ID#: 26540
207 East Market Street
Clearfield, PA 16830
814-765-1581

FILED

NOV 01 2005
0/3:30/C
William A. Shaw
Prothonotary/Clerk of Courts
No C/C (GK)

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

HARRY E. FISHER and, GERALDINE FISHER,	:	
Plaintiffs,	:	
v.	:	No. 04-1694-CD
SANDI (GIGI) KARP CORTEZ, Defendant.	:	

CERTIFICATE OF SERVICE

This is to certify that the undersigned has on this date served a true and correct copy of Plaintiffs' Pretrial Statement filed in the above-captioned matter on the Defendant, Sandi (Gigi) Karp Cortez, through her attorney, and the Board of Arbitrators by depositing such documents in the United States Mail, postage pre-paid and addressed as follows:

Lester Crawford, Esquire
Allegheny Building, Suite 1301
429 Forbes Avenue
Pittsburgh, PA 15219

John Sughrue, Esquire
23 North Second Street
Clearfield, PA 16830

Benjamin S. Blakley, Esquire
Blakely & Jones
90 Beaver Drive
DuBois, PA 15801

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

R. Denning Gearhart, Esquire

Date: **November 1, 2005**

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

HARRY E. FISHER and, GERALDINE FISHER,	:	
Plaintiffs,	:	
v.	:	No. 04-1694-CD
SANDI (GIGI) KARP CORTEZ, Defendant.	:	

CASE NUMBER: 04-1694-CD

TYPE OF PLEADING: **AFFIDAVIT OF SERVICE OF SUBPOENA**

FILED ON BEHALF OF: Plaintiffs

COUNSEL FOR RECORD FOR THIS PARTY: R. DENNING GEARHART, ESQUIRE
Supreme Court ID#: 26540
207 East Market Street
Clearfield, PA 16830
814-765-1581

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

HARRY E. FISHER and, GERALDINE FISHER,	:	
Plaintiffs,	:	
v.	:	No. 04-1694-CD
SANDI (GIGI) KARP CORTEZ, Defendant.	:	

AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA	:	
	:	ss.
COUNTY OF CLEARFIELD	:	

I, JAMIE L. LINGLE, being duly sworn according to law, deposes and says that on November 11, 2005, at 1230 hrs m, I did personally serve Sgt. K. Kruzelak, of Sandy Township Police Department, 1094 Chestnut Avenue, DuBois, Pennsylvania, 15801, with a Subpoena attached hereto as Exhibit "A".

Jamie L. Lingle
Jamie L. Lingle

Sworn to and Subscribed
before me this 11th day
of November, 2005.

Shannon R. Wisor
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Shannon R. Wisor, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires Aug. 25, 2007

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

Harry E. Fisher Geraldine Fisher Plaintiff(s)	*	
Vs.	*	No. 2004-01694-CD
Sandy Gigi Cortez Defendant(s)	*	

SUBPOENA TO PRODUCE DOCUMENTS OR THINGS FOR DISCOVERY PURSUANT TO RULE 4009.22

TO: Sandy Township Police Department
(Name of Person or Entity)

Within twenty (20) days after service of this subpoena, you are ordered by the Court to produce the following documents or things:
Audio Tape

(Address)

You may deliver or mail legible copies of the documents or produce things requested by this subpoena, together with the certificate of compliance, to the party making this request at the address listed above. You have the right to seek in advance the reasonable cost of preparing the copies or producing the things sought.

If you fail to produce the documents or things required by this subpoena within twenty (20) days after its service, the party serving this subpoena may seek a court order compelling you to comply with it.

THIS SUBPOENA WAS ISSUED AT THE REQUEST OF THE FOLLOWING PERSON:

NAME: R. Denning Gearhart, Esquire
ADDRESS: 207 East Market Street
Clearfield, PA 16830
TELEPHONE: 814-765-1581
SUPREME COURT ID # 26540
ATTORNEY FOR: Plaintiffs

BY THE COURT:

William A. Shaw
Prothonotary/Clerk, Civil Division

DATE: Thursday, November 10, 2005
Seal of the Court

~~Deputy~~

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

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

HARRY E. FISHER and, GERALDINE FISHER, Plaintiffs, v. SANDI (GIGI) KARP CORTEZ, Defendant.	: : : : : : : : :	No. 04-1694-CD

CERTIFICATE OF SERVICE

This is to certify that the undersigned has on this date served a true and correct copy of the Affidavit of Service and Subpoena filed in the above-captioned matter on the Defendant, Sandi (Gigi) Karp Cortez, by depositing such documents in the United States Mail, postage pre-paid and addressed as follows:

Lester Crawford, Esquire
Allegheny Building, Suite 1301
429 Forbes Avenue
Pittsburgh, PA 15219

R. Denning Gearhart, Esquire
Attorney for Plaintiffs

Date: **November 14, 2005**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Harry E. Fisher and Geraldine Fisher
vs. No. 2004-01694-CD
Sandy (Gigi) Karp Cortez

OATH OR AFFIRMATION OF ARBITRATORS

Now, this 15th day of November, 2005, we the undersigned, having been appointed arbitrators in the above case do hereby swear, or affirm, that we will hear the evidence and allegations of the parties and justly and equitably try all matters in variance submitted to us, determine the matters in controversy, make an award, and transmit the same to the Prothonotary within twenty (20) days of the date of hearing of the same.

John Sughrue, Esq. — Chairman

Benjamin S. Blakley, Esq.
David J. Hopkins, Esq.

Sworn to and subscribed before me this
November 15, 2005

Prothonotary

FILED
NOV 15 2005
William A. Shaw
Prothonotary/Clerk of Courts

AWARD OF ARBITRATORS

Now, this 15th day of Nov., 2005, we the undersigned arbitrators appointed in this case, after being duly sworn, and having heard the evidence and allegations of the parties, do award and find as follows: Plaintiff's appeared with Atty. R. Denning Gearhart. Defendants did not appear. Atty Gearhart reported that the case was settled on 11/15/05 at 6:45 AM. His clients, Plfs, allege no authority to settle. Defendants were justified in not appearing in reliance on settlement. — no hearing held.

Chairman

(Continue if needed on reverse.)

ENTRY OF AWARD

Now, this _____ day of _____, _____, I hereby certify that the above award was entered of record this date in the proper dockets and notice by mail of the return and entry of said award duly given to the parties or their attorneys.

WITNESS MY HAND AND THE SEAL OF THE COURT

Prothonotary
By _____

ARBITRATION BOARD

I, William A. Shaw, Prothonotary of the Courts of Clearfield County, hereby certify that:

Case # 2004-01694-CD

John Sughrue, Esq.
Chairman
Benjamin S. Blakley, Esq.
David J. Hopkins, Esq.

are members of the Clearfield County Bar and have served as arbitrators on the 15th day of November, 2005, starting at 9:00 A.M. ~~P.M.~~ and ending at 9:40 A.M. ~~P.M.~~
9:40

COMPENSATION OF ARBITRATORS

Each attorney shall receive an appearance fee of $100.00 for appearing as a member of the Board of Arbitration on the day designated and shall receive additional fees as follows:

a) an additional fee of $50.00 in the event the attorney is required to hear cases until 10:00 A.M.
b) an additional fee of $50.00 if the attorney is required to be present between the hours of 10:00 A.M. and 12:00 noon
c) an additional fee of $100.00 if an attorney, after a normal lunch break, is required to return for arbitration after 1:00 P.M.

Said rule to be effective as of July 26, 1984

ACKNOWLEDGEMENT OF ARBITRATORS

DATE
11/15/05

Chairman _____

_____

_____

APPROVED

Prothonotary
Clearfield County Commissioner's Office
By: _____

CA

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

HARRY E. FISHER and, GERALDINE FISHER,	:	
Plaintiffs,	:	
v.	:	No. 04-1694-CD
SANDI (GIGI) KARP CORTEZ, Defendant.	:	

CASE NUMBER: 04-1694-CD

TYPE OF PLEADING: **MOTION TO WITHDRAW AS COUNSEL**

FILED ON BEHALF OF: R. Denning Gearhart

COUNSEL FOR RECORD FOR THIS PARTY: R. DENNING GEARHART, ESQUIRE
Supreme Court ID#: 26540
207 East Market Street
Clearfield, PA 16830
814-765-1581

FILED

NOV 15 2005
03:40/w
William A. Shaw (GK)
Prothonotary/Clerk of Courts

3 cert to Atty

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

FILED 3cc
d 12:56 PM Atty
NOV 18 2005 Gearhart
William A. Shaw
Prothonotary/Clerk of Courts

HARRY E. FISHER and, GERALDINE FISHER,	:	
Plaintiffs,	:	
v.	:	No. 04-1694-CD
SANDI (GIGI) KARP CORTEZ, Defendant.	:	

RULE RETURNABLE

AND NOW, this 16th day of November, 2005, upon consideration of the attached Petition, a Rule is hereby issued upon HARRY E. FISHER and GERALDINE FISHER., to Show Cause why the Petition should not be granted. Rule Returnable the 16th day of December, 2005, for filing written response.

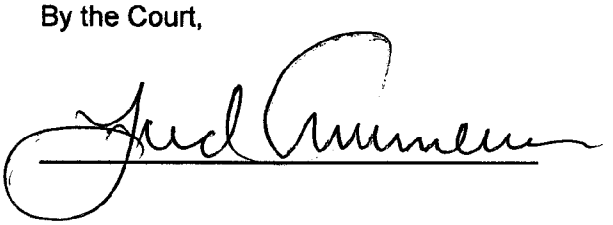
NOTICE

A PETITION OR MOTION HAS BEEN FILED AGAINST YOU IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PETITION BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE MATTER SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND AN ORDER MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR RELIEF REQUESTED BY THE PETITIONER OR MOVANT. YOU MAY LOSE 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.

COURT ADMINISTRATOR'S OFFICE
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
814-765-2641

By the Court,



FILED

NOV 18 2005

William A. Shaw
Prothonotary/Clerk of Courts

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

HARRY E. FISHER and, GERALDINE FISHER, Plaintiffs, v. SANDI (GIGI) KARP CORTEZ, Defendant.	: : : : : : : : :	No. 04-1694-CD

MOTION TO WITHDRAW AS COUNSEL

AND NOW, comes R. DENNING GEARHART, ESQUIRE, who petitions to withdraw as counsel for Harry E. Fisher and Geraldine Fisher, Plaintiffs in the above captioned case for the following reason:

1. That Arbitration was scheduled in the above matter for November 15, 2005.

2. That by prior instruction, Petitioner was advised that the Plaintiffs would resolve the above matter for $5,000.00 or more and a cash settlement, in consideration for the difficulty for enforcing any larger monetary judgment.

3. That the above case was settled prior to the scheduled arbitration at 6:30am for the $5,000.00.

4. That upon advising the Defendant and her counsel that they did not need to travel from Pittsburgh, your Petitioner advised the Plaintiffs of the settlement at which time he was advised that they did not agree with that settlement and they did not authorize them to settle.

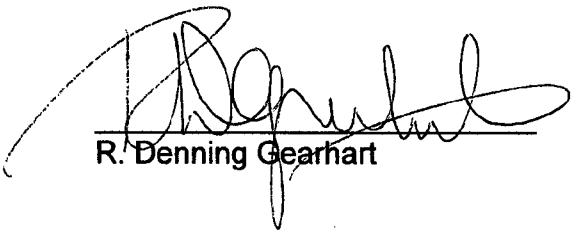
5. Further, Plaintiffs stated that the Petitioner advised them that a monetary judgment could be enforced against the Defendant's alimony.

6. That Petitioner did not say that but did say he would research the possibility.

7. That all of the above shows a lack of confidence in communications between the Petitioner and his clients such that he cannot render effective counsel.

WHEREFORE, Petitioner prays your Honorable Court to grant him leave to withdraw as counsel for the Plaintiffs, Harry E. Fisher and Geraldine Fisher.

Respectfully submitted,



R. Denning Gearhart

Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

David S. Ammerman
Solicitor

Jacki Kendrick
Deputy Prothonotary

Bonnie Hudson
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

Date: September 19, 2005

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

Sincerely,

William A. Shaw
Prothonotary

___X___You are responsible for serving all appropriate parties.

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

_____Plaintiff(s)/Attorney(s)

_____Defendant(s)/Attorney(s)

_____Other

_____Special Instructions:

PO Box 549, Clearfield, PA 16830 ▪ Phone: (814) 765-2641 Ext. 1330 ▪ Fax: (814) 765-7659

CA

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

HARRY E. FISHER and GERALDINE FISHER,	)	No: 04-1694-CD
Plaintiffs,	)	
vs.	)	**MOTION TO ENFORCE SETTLEMENT AGREEMENT**
SANDI (GIGI) KARP CORTEZ,	)	
Defendant.	)	

Filed on behalf of:
Defendant,
Sandi G. Karp Cortez

Counsel of Record for
This Party:

LESTER CRAWFORD, ESQUIRE
Pa. I.D. # 58024

Allegheny Building, Suite 1301
429 Forbes Avenue
Pittsburgh, PA 15219

(412) 281-6667

6. On Friday, November 11, 2005, Counsel for Plaintiffs informed Defendant's Counsel that his clients will not accept less than $5,000.00 to settle the case.

7. On Monday, November 14, 2005, at approximately 6:10 p.m., after consultation with his clients, Counsel for Plaintiffs again notified Defendant's Counsel that his clients will accept $5,000.00 to settle the case, nothing less.

8. On November 15, 2005, at approximately 6:40 a.m., Counsel for both parties agreed to settle this action for five thousand dollars ($5,000.00) (See exhibit "A").

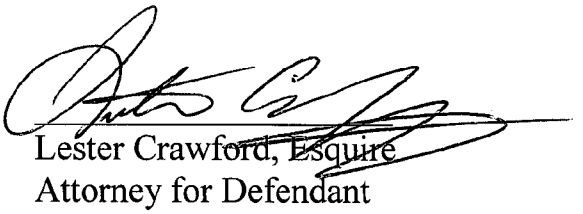
9. At approximately three hours subsequent to this settlement agreement, and after Defendant was notified of said agreement, Plaintiffs' Counsel informed Counsel for Defendant that Plaintiffs refused to honor the $5,000.00 settlement agreement.

10. Plaintiffs' Counsel admits that the parties entered into a binding agreement, and that he had authority to settle for $5,000.00.

11. Plaintiffs' failure to honor the settlement agreement constitutes intentional, arbitrary and vexatious conduct designed to harass and injure Defendant. Plaintiffs' conduct has prejudiced Defendant and has caused Defendant to incur additional counsel fees in attempting to enforce this settlement agreement. Defendant relied in good faith upon this settlement agreement to her detriment.

WHEREFORE, Defendant requests this Honorable Court to enter an order enforcing the Settlement Agreement and awarding Defendant her reasonable Attorney's fees in attempting to enforce this Settlement Agreement.

Respectfully submitted:



Lester Crawford, Esquire
Attorney for Defendant

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

HARRY E. FISHER and GERALDINE FISHER,	)	No: 04-1694-CD
Plaintiffs,	)	
vs.	)	
SANDI (GIGI) KARP CORTEZ,	)	
Defendant.	)	

MOTION TO ENFORCE SETTLEMENT AGREEMENT

AND NOW, comes Defendant, Sandi (Gigi) Karp Cortez, by and through her Attorney, Lester Crawford, Esquire, and requests this Honorable Court to Enforce Settlement Agreement and in support thereof, avers as follows:

1. Plaintiffs instituted this action on October 27, 2004, to recover damages for alleged damage to leased premises.

2. On May 11, 2005, Defendant filed an answer denying that she engaged in any unlawful action causing Plaintiffs any damages.

3. On November 1, 2005 and November 3, 2005, both Plaintiffs and Defendant submitted pre-trial statements respectively.

4. An Arbitration hearing was scheduled for November 15, 2005, at 9:00 a.m.

5. On or about July 25, 2005, the Attorneys for the respective parties commenced settlement negotiations. These settlement negotiations continued until November 15, 2005.

ALLEGHENY BUILDING, SUITE1301
429 FORBES AVENUE
PITTSBURGH, PA. 15219

LAW OFFCIE OF
LESTER CRAWFORD, ESQUIRE
ATTORNEY AT LAW

TEL: (412) 281-6667
FAX: (412) 281-4369
www.lcrawfordlaw.com
email: lester.law@worldnet.att.net

November 15, 2005

R. Denning Gearhart Esquire
207 East Market Street
Clearfield, PA 16830

Re: Fisher v. Cortez
04-1694-CD

Dear Attorney Gearhart:

This will confirm that on this date at approximately 6:40 A.M. after discussion, it was agreed that the above-captioned case is settled for a sum of $5000.00 payable to plaintiff within one (1) week from today.

It has been further agreed that the Arbitration hearing scheduled for today at 9:00 A.M. will be cancelled and the case withdrawn.

Thank you for your courtesy and cooperation in this matter.

Very truly yours,

Lester Crawford, Esqu

cc: Sandi (Gigi) Karp Cortez

PENGAD-Bayonne, N.J.
DEFENDANT'S EXHIBIT
A

VERIFICATION

I hereby verify that the statements made in this **Motion To Enforce Settlement Agreement** 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.

Lester Crawford, Esquire

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

HARRY E. FISHER and GERALDINE FISHER,	)	No: 04-1694-CD
Plaintiffs,	)	
vs.	)	
SANDI (GIGI) KARP CORTEZ,	)	
Defendant.	)	

FILED
NOV 23 2005
0/3:30/c
William A. Shaw
Prothonotary/Clerk of Courts
1 Cert to Atty

SCHEDULING ORDER

AND NOW, this 23 day of November, 2005, it is hereby ORDERED that a hearing be scheduled before the Honorable Judge Fredric J. Ammerman, on the 16th day of December, 2005, at 1:30 a.m./p.m. in Courtroom #1, 2nd floor, Clearfield County Courthouse, Clearfield, PA, to determine Defendant's **Motion To Enforce Settlement Agreement.** Defendant's Counsel is unavailable on the following dates: 11-25-05; 11-29-05; 12-01-05; 12-05-05 through 12-30-05; 1-02-06 through 1-10-06; 1-20-06.

BY THE COURT:

FREDRIC J. AMMERMAN
President Judge

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

HARRY E. FISHER and GERALDINE FISHER,	)	No: 04-1694-CD
Plaintiffs,	)	
vs.	)	
SANDI (GIGI) KARP CORTEZ,	)	
Defendant.	)	

ORDER OF COURT

AND NOW, this _____ day of _____, 2005, upon consideration of Defendant's **Motion To Enforce Settlement Agreement**, it is hereby ORDERED that the Settlement Agreement of Five Thousand Dollars ($5,000.00), entered into between Plaintiffs and Defendant on November 15, 2005, is hereby enforced.

It is further ORDERED, that Plaintiffs pay to Defendant her costs and reasonable Attorney's fees in the amount of $1,500.00 incurred in obtaining this Order.

BY THE COURT:

_____
FREDRIC J. AMMERMAN
President Judge

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of Defendant's **Motion To Enforce Settlement Agreement** was served upon the following by U.S. First Class Mail, postage pre-paid, on the 17th day of NOVEMBER, 2005.

R. Denning Gearhart, Esquire
207 East Market Street
Clearfield, PA 16830

Lester Crawford, Esquire

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

HARRY E. FISHER and, GERALDINE FISHER,	:	
Plaintiffs,	:	
v.	:	No. 04-1694-CD
SANDI (GIGI) KARP CORTEZ, Defendant.	:	

CASE NUMBER: 04-1694-CD

TYPE OF PLEADING: **CERTIFICATE OF SERVICE**

FILED ON BEHALF OF: R. Denning Gearhart

COUNSEL FOR RECORD FOR THIS PARTY: R. DENNING GEARHART, ESQUIRE
Supreme Court ID#: 26540
207 East Market Street
Clearfield, PA 16830
814-765-1581

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

HARRY E. FISHER and, GERALDINE FISHER, Plaintiffs, v. SANDI (GIGI) KARP CORTEZ, Defendant.	: : : : : : : : :	No. 04-1694-CD

CERTIFICATE OF SERVICE

This is to certify that the undersigned has on this date served a certifiec copy of Motion to Withdraw as Counsel filed in the above-captioned matter on the Plaintiffs, Harry E. Fisher and Geraldine Fisher, and the Defendant, Sandi (Gigi) Karp Cortez, through her attorney, by depositing such documents in the United States Mail, postage pre-paid and addressed as follows:

Lester Crawford, Esquire
Allegheny Building, Suite 1301
429 Forbes Avenue
Pittsburgh, PA 15219

Harry E. and Geraldine Fisher
1006 Treasure Lake
DuBois, PA 15801

R. Denning Gearhart, Esquire

Date: **November 21, 2005**

November 25, 2005

The Honorable Fredric J. Ammerman
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830

Re: Harry E. Fisher & Geraldine Fisher, Plaintiffs
v. Sandi (Gigi) Karp Cortez, Defendant
No. 04-1694-CD

Dear Judge Ammerman:

We are petitioning the Court NOT to allow Attorney R. Denning Gearhart to withdraw as Counsel in the above-captioned matter.

Harry is 70 years old and Geraldine is 66 and this is our first encounter with the Courts. We hired Attorney Gearhart because he said he could handle our case. Geraldine was a legal secretary and took notes at every meeting we had.

On 4 occasions, he stated he would research if her alimony could be attached and stated to us previously that it could. Apparently he researched it at 6:30 a.m., the morning of November 15, 2005. (See attached notes.)

We NEVER authorized him to settle this matter for $5,000. See copy of letter from him to Attorney Crawford stating "my clients have authorized me to settle this matter for $10,000....."

Our Arbitration Hearing was scheduled for 9:00 a.m. on November 15, 2005.

At 7:00 a..m., Attorney Gearhart called us to say HE HAD SETTLED FOR $5,000 AT 6:30 a.m. that morning. We were furious about this and told him we would see him in Court at 9:00 a.m.

It had been decided by Attorney Gearhart and us that Geraldine would present the case. She had spent a week going through our 10" thick file and preparing for the case.

When we arrived at the Hearing, we were told by Attorney Sughrue that they could not hear the case because Attorney Gearhart had settled with Defendant's Attorney for $5,000 that morning so they assumed they did not have to appear.

We have been paying Attorney Gearhart for the last year and a half to represent us. All we wanted from him was to let us present our case and let the Court decide the outcome. HE SHOULD NOT BE ALLOWED TO WITHDRAW UNTIL THIS IS PRESENTED.

Sincerely,

Harry E. Fisher

Geraldine Fisher

cc: R. Denning Gearhart

Copies of our notes

Meeting with Atty. Gearhart on Tuesday, October 26. 2005 at 2:00 to prepare for Arbitration Hearing on November 15.

Said he would submit Pretrial Statement.

Said Arbitration would last 1-1/2 to 2 hours.
Said she could file an Appeal and ask for a jury trial.

Harry asked about her alimony. He said we could garnish her wages. Harry said she has no wages.

Gearhart said he believed they will not show up at all. Then they could put a judgment against her in whatever amount. She has 30 days to appeal. Would file an Interrogatory to identify assets and income (wages) for a contempt proceeding. The Sheriff will not pick her up. She would just be held liable.

Harry said we need our answering machine tape from Sandy Police.

Gearhart said the case is only about money -- not about her being a bitch. If you come out like someone who did not like her, maybe she had a right to be pissed off. You simply rented your house to her with every intention to not get mad about it.

Harry - she didn't pay the rent. We need the answering machine tape.

Copy of our notes

Copy of our notes

November 14, 2005

Returned Atty. G's call on Monday, Nov. 14 at 5:10 p.m.

He said Gigi's atty. doesn't want to make the trip from Pgh. and he never offered $5,000 -- only had offered $2,500.

Atty.G. had called and told us they had offered $5,000 sometime in Oct. and HE HAD TURNED IT DOWN WITHOUT NOTIFYING US.

Said she would probably file for Bankruptcy. Harry asked: what about attaching her alimony? You told us on DAY ONE THAT THIS COULD BE DONE. Atty. G. said the bankruptcy rules have changed and he didn't think the alimony could be attached. ? ? ? ?

Harry said: We just came back from Radio Shack to buy a player for our answering machine tape -- that you were supposed to get.

Atty. G. said: You are being a prick.

Harry said: We will see you tomorrow morning.

2 9 3

R. DENNING GEARHART

ATTORNEY & COUNSELOR AT LAW

207 East Market Street
Clearfield, PA 16830

814-765-1581
fax 814-765-8142

www.dgearhartpalaw.com
dgearhart@dgearhartpalaw.com

November 15, 2005

Mr. and Mrs. Harry E. Fisher
1006 Treasure Lake
DuBois, PA 15801

**Re: Harry E. Fisher and Geraldine Fisher v.
Sandi (Gigi) Karp Cortez
04-1694 -CD**

Dear Harry & Geraldine:

See att.

I am of the opinion that you authorized me to settle this matter for $5,000. While this is certainly less than the damages done or your other expenses, including legal fees, it is based on the difficulty involved in enforcing a monetary judgment. Contrary to your belief, I never told you you could attach or garnish the Defendant's alimony. I only advised that I would research that. I did, and you can't.

Based on what I thought you authorized me to do, I settled the matter with the Defendant's attorney at 6:40am on today's date, and advised them they did not need to appear. Because of that, the arbitration was canceled. If you wish to proceed, you will need to petition to reschedule the arbitration. For her part, the Defendant will petition to enforce the agreement.

Because of your obvious distain for me and my advice, I am filing a Petition to Withdraw as Counsel. Whether it is granted or not, it is obvious that you would be better served by obtaining other counsel.

I am sorry things did not work out for you.

Sincerely,

R. Denning Gearhart

RDG:srw

3 9 3

R. DENNING GEARHART

ATTORNEY & COUNSELOR AT LAW

207 East Market Street
Clearfield, PA 16830

814-765-1581
fax 814-765-8142

www.dgearhartpalaw.com
dgearhart@dgearhartpalaw.com

August 25, 2005

Lester Crawford, Esquire
Allegheny Building, Suite 1301
429 Forbes Avenue
Pittsburgh, PA 15219

**Re: Harry E. Fisher and Geraldine Fisher v.
Sandi (Gigi) Karp Cortez
04-1694 -CD**

Dear Mr. Crawford:

My clients have authorized me to settle this matter for $10,000.00. At this point they are not interested in settling for less. As you know the arbitration is now scheduled for November 15, 2005. By copy of this letter I am asking my clients to make an appointment to prepare for the hearing no less than two week before the arbitration date. At that time their offer to settle will be withdrawn.

Sincerely, Harry E Fisher

R. Denning Gearhart

RDG:srw
cc: Mr. and Mrs. Harry E. Fisher

12/6/05

Mr. Shaw -

Per FJA - please file this.

Thank you,

Doris

United States Postal Service®

DELIVERY CONFIRMATION™

Harry Fisher
1006 Treasure Lk.
Du Bois, PA 15801-9024

0305 0830 0003 6577 7550

DU BOIS PA NOV 25 '05

PB METER 8169371

≈ 0.82 ≈

U.S. POSTAGE

The Honorable Fredric J. Ammerman
Clearfield County Courthouse
230 E. Market St.
Clearfield, Pa 16830

15830+2448

CA

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

HARRY E. FISHER and, GERALDINE FISHER,	:	
Plaintiffs,	:	
v.	:	No. 04-1694-CD
SANDI (GIGI) KARP CORTEZ, Defendant.	:	

FILED
9/11:15 cm 3cc Atty Gearhart
DEC 19 2005

William A. Shaw
Prothonotary

CASE NUMBER: 04-1694-CD

TYPE OF PLEADING: **MOTION FOR HEARING ON MOTION TO WITHDRAW AS COUNSEL**

FILED ON BEHALF OF: R. Denning Gearhart

COUNSEL FOR RECORD FOR THIS PARTY: R. DENNING GEARHART, ESQUIRE
Supreme Court ID#: 26540
207 East Market Street
Clearfield, PA 16830
814-765-1581

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

HARRY E. FISHER and, GERALDINE FISHER,	:	
Plaintiffs,	:	
v.	:	No. 04-1694-CD
SANDI (GIGI) KARP CORTEZ, Defendant.	:	

ORDER

NOW, this 19 day of December, 2005, upon consideration of the forgoing Motion, it is the Order of this Court that a hearing is hereby scheduled for the 31st day of January, 2006, at 10:00 A.M, Courtroom No. 1, Clearfield County Courthouse, Clearfield, Pennsylvania,

By the Court,

Judge

FILED 3 cc
01:52 pm Atty Gearhart
DEC 20 2005
GR
William A. Shaw
Prothonotary/Clerk of Courts

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

HARRY E. FISHER and, GERALDINE FISHER, Plaintiffs, v. SANDI (GIGI) KARP CORTEZ, Defendant.	: : : : : : : : :	No. 04-1694-CD

MOTION FOR HEARING ON MOTION TO WITHDRAW AS COUNSEL

AND NOW, comes R. DENNING GEARHART, ESQUIRE, who petitions for hearing on motion to withdraw as counsel for Harry E. Fisher and Geraldine Fisher, Plaintiffs in the above captioned case for the following reason:

1. That a Motion to Withdraw as Counsel was filed by R. Denning Gearhart on November 15, 2005.

2. That written responses were due on December 16, 2005.

3. That written response dated November 25, 2005, was filed by Harry E. Fisher and Geraldine Fisher.

4. That a fifteen (15) minute argument is needed.

WHEREFORE, Petitioner prays your Honorable Court to schedule a hearing.

Respectfully submitted,

R. Denning Gearhart

FILED

DEC 19 2005

William A. Shaw
Prothonotary

Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

David S. Ammerman
Solicitor

Jacki Kendrick
Deputy Prothonotary

Bonnie Hudson
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

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

Sincerely,

William A. Shaw
Prothonotary

DATE: 12/20/05

X You are responsible for serving all appropriate parties.

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

_____ Plaintiff(s)/Attorney(s)

_____ Defendant(s)/Attorney(s)

_____ Other

_____ Special Instructions:

PO Box 549, Clearfield, PA 16830 ▪ Phone: (814) 765-2641 Ext. 1330 ▪ Fax: (814) 765-7659

CA

IN THE COURT OF COMMON PLEAS

OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

HARRY E. FISHER and GERALDINE FISHER	:	
-vs-	:	No. 04-1694-CD
SANDI (GIGI) KARP CORTEZ	:	

O R D E R

NOW, this 16th day of December, 2005, this being the date set for hearing on the Defendant's Motion to Enforce Settlement Agreement; the Court noting the scheduling conflict for Defense counsel, it is the ORDER of this Court that said hearing be and is rescheduled for the 31st day of January, 2006, at 10:00 a.m., Courtroom No. 1, Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,

Judge J Zimmerman

President Judge

FILED
03:21 pm
DEC 19 2005
William A. Shaw
Prothonotary

1cc Atty Gearhart
L. Crawford

Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

David S. Ammerman
Solicitor

Jacki Kendrick
Deputy Prothonotary

Bonnie Hudson
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

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Sincerely,

William A. Shaw
Prothonotary

DATE: 12-19-05

_____You are responsible for serving all appropriate parties.

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

__X__Plaintiff(s)/Attorney(s)

__X__Defendant(s)/Attorney(s)

_____Other

_____Special Instructions:

PO Box 549, Clearfield, PA 16830 ▪ Phone: (814) 765-2641 Ext. 1330 ▪ Fax: (814) 765-7659

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

HARRY E. FISHER and, GERALDINE FISHER,	:	
Plaintiffs,	:	
v.	:	No. 04-1694-CD
SANDI (GIGI) KARP CORTEZ, Defendant.	:	

CASE NUMBER: 04-1694-CD

TYPE OF PLEADING: **CERTIFICATE OF SERVICE**

FILED ON BEHALF OF: R. Denning Gearhart

COUNSEL FOR RECORD FOR THIS PARTY: R. DENNING GEARHART, ESQUIRE
Supreme Court ID#: 26540
207 East Market Street
Clearfield, PA 16830
814-765-1581

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

HARRY E. FISHER and, GERALDINE FISHER, Plaintiffs, v. SANDI (GIGI) KARP CORTEZ, Defendant.	: : : : : : : : :	No. 04-1694-CD

CERTIFICATE OF SERVICE

This is to certify that the undersigned has on this date served a certified copy of Motion for Hearing on Motion to Withdraw as Counsel filed in the above-captioned matter on the Plaintiffs, Harry E. Fisher and Geraldine Fisher, and the Defendant, Sandi (Gigi) Karp Cortez, through her attorney, by depositing such documents in the United States Mail, postage pre-paid and addressed as follows:

Lester Crawford, Esquire
Allegheny Building, Suite 1301
429 Forbes Avenue
Pittsburgh, PA 15219

Harry E. and Geraldine Fisher
1006 Treasure Lake
DuBois, PA 15801

R. Denning Gearhart, Esquire

Date: **December 21, 2005**

FILED

DEC 2 1 2005

William A. Shaw
Prothonotary

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

HARRY E. FISHER and, GERALDINE FISHER,	:	
Plaintiffs,	:	
v.	:	No. 04-1694-CD
SANDI (GIGI) KARP CORTEZ, Defendant.	:	

PRAECIPE TO SUBSTITUTE COUNSEL

TO THE PROTHONOTARY:

Please withdraw my appearance on behalf of the Plaintiffs, Harry E. Fisher and Geraldine Fisher, in the above captioned action.

Date: **January 17, 2006**

R. Denning Gearhart

Please enter my appearance on behalf of the Plaintiffs, Harry E. Fisher and Geraldine Fisher, in the above captioned action.

Date: January 20, 2006

Patrick Lavelle

FILED
JAN 23 2006
William A. Shaw
Prothonotary/Clerk of Courts

no cc
Copy to CIA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

CIVIL DIVISION

HARRY E. FISHER and
GERALDINE FISHER

Plaintiffs

v.

SANDI (GIGI) KARP CORTEZ

Defendant

Type of Case: Civil Action

No. 1694-2004 CD

Type of Pleading: Response to Motion to Enforce Settlement

Filed on Behalf of: Plaintiffs

Filed By:

Patrick Lavelle, Esq.
PA ID# 85537
25 East Park Ave.
Suite #4
DuBois, PA. 15801
(814) 371-2232
(814) 371-4480 Fax

FILED

JAN 31 2006

0/9:15/ cm

William A. Shaw
Prothonotary/Clerk of Courts

1 cert to Atty

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

CIVIL DIVISION

HARRY E. FISHER and
GERALDINE FISHER

Plaintiffs **No.** 1694-2004 CD

v.

SANDI (GIGI) KARP CORTEZ

Defendant

RESPONSE TO MOTION TO ENFORCE SETTLEMENT AGREEMENT

AND NOW comes the plaintiffs, HARRY E. & GERALDINE FISHER, by ant through their attorney, PATRICK LAVELLE, ESQ., and files the below stated Response to the defendant's Motion to Enforce Settlement Agreement.

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.
5. Plaintiffs assert that they are without sufficient knowledge, information or facts to admit or deny the averments of paragraph five (5), and they are therefore denied and plaintiffs demand full proof thereof.
6. Plaintiffs assert that they are without sufficient knowledge, information or facts to admit or deny the averments of paragraph six (6), and they are therefore denied and plaintiffs demand full proof thereof.

7. Plaintiffs assert that they are without sufficient knowledge, information or facts to admit or deny the averments of paragraph seven (7), and they are therefore denied and plaintiffs demand full proof thereof.

8. Plaintiffs assert that they are without sufficient knowledge, information or facts to admit or deny the averments of paragraph eight (8), and they are therefore denied and plaintiffs demand full proof thereof.

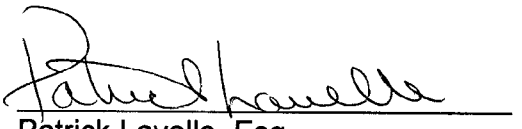
9. Admitted to the extent that the plaintiffs failed to ratify the settlement agreement that their counsel agreed to.

10. . Plaintiffs assert that they are without sufficient knowledge, information or facts to admit or deny the averments of paragraph ten (10), and they are therefore denied and plaintiffs demand full proof thereof.

11. Denied. By way of further response, plaintiffs assert that their counsel of record at the time had never been given the express authority to settle the case on their behalf for $5000.00 and that their failure to honor the alleged settlement is merely an assertion of their rights. Further, the defendant has failed to plead any fact supporting the existence of prejudice and therefore that allegation is also denied, and defendant has failed to plead any fact supporting the existence of a justified reliance to her detriment and that allegation is also denied.

WHEREFORE plaintiffs pray that this Honorable Court will deny the defendants Motion to Enforce Settlement Agreement, and once again remand the case for hearing before the board of Arbitrators originally selected in this case.

Respectfully Submitted,

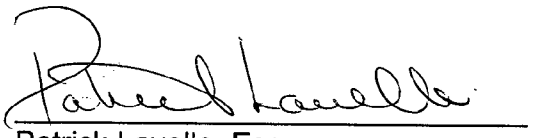


Patrick Lavelle, Esq.
Counsel for the Plaintiffs

CERTIFICATE OF SERVICE

I, PATRICK LAVELLE, ESQ., by my signature appearing below, do hereby certify that on the 31st day of January, 2006, I served a copy of the foregoing Response to Motion to Enforce Settlement Agreement, by personal service on the following:

Lester Crawford, Esquire
PA ID # 58024
429 Forbes Ave, Suite #1301
Pittsburgh, PA. 15219



Patrick Lavelle, Esq.

CA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

HARRY E. FISHER and GERALDINE FISHER,

Plaintiffs

vs.

SANDI (GIGI) KARP CORTEZ,

Defendant

CIVIL DIVISION

No. 04-1694-CD

ORDER

AND NOW, this 31st day of January 2006, being the date set for hearing on the Defendant's motion to enforce settlement agreement; it appearing that the testimony of R. Denning Gearhart, previous counsel for the Plaintiffs, is necessary.

Accordingly, it is the Order of this Court that Attorney Gearhart appear to provide testimony relative to the issue.

BY THE COURT:

Fred Ammerman

Fredric J. Ammerman, Judge

FILED
01:26 PM
FEB 02 2006
William A. Shaw
Prothonotary/Clerk of Courts

1cc: Atty Lavelle
Crawford
Gearhart
(without memo)
GK

Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

David S. Ammerman
Solicitor

Jacki Kendrick
Deputy Prothonotary

Bonnie Hudson
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

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

Sincerely,

William A. Shaw
Prothonotary

DATE: 2/2/06

_____You are responsible for serving all appropriate parties.

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

___X___Plaintiff(s)/Attorney(s)

___X___Defendant(s)/Attorney(s)

_____Other

_____Special Instructions:

PO Box 549, Clearfield, PA 16830 ▪ Phone: (814) 765-2641 Ext. 1330 ▪ Fax: (814) 765-7659

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

HARRY E. FISHER and GERALDINE FISHER, Plaintiffs	*	
vs.	*	NO. 04-1694-CD
SANDI (GIGI) KARP CORTEZ, Defendant	*	

ORDER

NOW, this 31st day of January, 2006, following evidentiary hearing on the Motion to Enforce Settlement Agreement filed on November 21, 2005 on behalf of the Defendant, it is the finding of this Court that the Defendant has met her burden of proof and the Court finds the parties entered into a valid and enforceable settlement agreement. It is the ORDER of this Court that the Motion to Enforce Settlement Agreement be and is hereby GRANTED, with the exception that the request within the said Motion for attorney's fees for the Defendant is denied.

The Defendant shall have no more than thirty (30) days from this date in which to pay the amount of $5,000.00 to the Plaintiffs, through counsel.

BY THE COURT,

FREDRIC J. AMMERMAN
President Judge

FILED
FEB 02 2006
William A. Shaw
Prothonotary/Clerk of Courts

1CC Attys: Lavelle Crawford

Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

David S. Ammerman
Solicitor

Jacki Kendrick
Deputy Prothonotary

Bonnie Hudson
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

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Sincerely,

William A. Shaw
Prothonotary

DATE: 2/2/06

_____You are responsible for serving all appropriate parties.

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

__X__Plaintiff(s)/Attorney(s)

__X__Defendant(s)/Attorney(s)

_____Other

_____Special Instructions:

PO Box 549, Clearfield, PA 16830 ▪ Phone: (814) 765-2641 Ext. 1330 ▪ Fax: (814) 765-7659

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

HARRY E. FISHER and GERALDINE FISHER,	)	No: 04-1694-CD
Plaintiffs,	)	
vs.	)	**DEFENDANT'S PRE-TRIAL STATEMENT**
SANDI (GIGI) KARP CORTEZ,	)	
Defendant.	)	

Filed on behalf of:
Defendant,
Sandi G. Karp Cortez

Counsel of Record for
This Party:

LESTER CRAWFORD, ESQUIRE
Pa. I.D. # 58024

Allegheny Building, Suite 1301
429 Forbes Avenue
Pittsburgh, PA 15219

(412) 281-6667

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

HARRY E. FISHER and GERALDINE FISHER,	)	No: 04-1694-CD
Plaintiffs,	)	
vs.	)	
SANDI (GIGI) KARP CORTEZ,	)	
Defendant.	)	

DEFENDANT'S PRE-TRIAL STATEMENT

AND NOW, comes the Defendant, Sandi (Gigi) Karp Cortez, by and through her Attorney, Lester Crawford, Esquire, and submits the following Pre-Trial Statement pursuant to Pa. R. Civ. P. 221.2, Clearfield County Local Rule of Court 1306A.

A. NARRATIVE STATEMENT

On July 14, 2003, Defendant, (hereinafter "Tenant"), entered into a lease agreement with Plaintiff Harry Fisher (hereinafter "Landlord") to lease his rental property located at Section 14A Lot 247, St. Martin Road, treasure Lake, Dubois, PA 15801. The lease term was for one (1) year, at $850.00 per month, beginning August 1, 2003 at 12:00 noon and expiring September 1, 2004 at 12:00 noon. Prior to moving in, Tenant paid Landlord the sum of $1,700.00 for the first month's rent and security deposit.

After Tenant moved into the leased premises, Landlord, on numerous occasions, without notice to Tenant and in violation of Paragraph 15 of the lease agreement, entered the leased premises. Tenant complained to Landlord about entering property without giving her notice, but was ignored on each occasion. In August, 2003, Landlord took his niece, Francine, and her family through the leased premises on a tour, and moved Tenant's furniture. Again in August, 2003, Landlord entered the premises and did electrical work. He installed a dimmer switch and drank some of Tenant's beers. In September, 2003, Landlord entered the leased premises and took Tenant's bag containing lock parts. Then on or about June 16, 2004, Landlord jammed a piece of metal into the deadbolt lock on the kitchen door while attempting to enter the leased premises. On or about June 20, 2004, Landlord entered the leased premises, removed the deadbolts from the doors and posted a "No Trespassing" sign on the premises. He turned off the water and electricity and unplugged Tenant's electrical appliances. He removed Tenant's blinds from the windows and otherwise ransacked and damaged Tenant's personal belongings. The Landlord also prohibited Tenant's guests from visiting by refusing to authorize parking stickers.

On or about June 25, 2004, Tenant received a letter from the Landlord notifying her to vacate the leased premises within fifteen (15) days. Tenant complied with Landlord's notice to vacate.

The acts and conduct of Landlord violated the Pennsylvania Landlord Tenant Act; the Covenant of Quiet Enjoyment; the lease agreement and otherwise violated the rights of Tenant to her detriment.

B. CASE LAW AND STATUTE

1. MINNICH v. KAUFFMAN, 265 Pa. 321, 108 A.597 (1919).
2. COMMONWEALTH v. KITCHEN APPLIANCE DISTRIBUTORS, 27 D. & C. 3d 91 (1981).
3. LENAIR v. CAMPBELL, 31 D. & C. 3d 237 (1984).
4. WOFFORD v. VAVRECK, 22D. & C. 3d 444 (1981).
5. Landlord and Tenant Act, 68 P.S. §250.501 and §250.554. et seq.

C. WITNESSES DEFENDANT EXPECTS TO CALL AT ARBITRATION

1. Sandy Karp Cortez
   209 Pine Street
   Punxsutawney, PA 15767

D. STATEMENT OF DAMAGES DUE DEFENDANT

Defendant seeks:

1. A set-off of the rent she paid for the months of August & September, 2003 and June 2004 in the amount of $2,550.00 for the breach of the Covenant of Quiet Enjoyment.

2. Her security deposit in the amount of $850.00 plus interest from August 2003 through June 2005.

3. The replacement cost of her computer in the amount of $2,400.00.

4. The cost of the sentimental value of damaged photograph of her child.

E. EXHIBITS DEFENDANT EXPECTS TO OFFER IN EVIDENCE

1. Lease Agreement.

2. Notice to Vacate letter dated June 25, 2004.

3. Note from Landlord dated 5-16-04.

Respectfully submitted,

Lester Crawford, Esquire

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of **DEFENDANT'S PRE-TRIAL STATEMENT** was served upon the following by U.S. First Class Mail, postage pre-paid, on the 3rd day of November, 2005.

R. Denning Gearheart, Esquire
207 East Market Street
Clearfield, PA 16830

John Sughrue, Esquire
23 North Second Street
Clearfield, PA 16830

Benjamin S. Blakely, Esquire
90 Beaver Drive, Box 6
Du Bois, PA 15801

David J. Hopkins, Esquire
Hopkins Heltzel, LLP
900 Beaver Drive
Du Bois, PA 15801

Lester Crawford, Esquire

ALLEGHENY BUILDING, SUITE1301
429 FORBES AVENUE
PITTSBURGH, PA. 15219

LAW OFFCIE OF
LESTER CRAWFORD, ESQUIRE
ATTORNEY AT LAW

TEL: (412) 281-6667
FAX: (412) 281-4369
www.lcrawfordlaw.com
email: lester.law@worldnet.att.net

November 3, 2005

Office of Court Administrator
Clearfield County Courthouse
230 East Market Street, Suite 228
Clearfield, PA 16830

RE: Fisher vs. Cortez
No. 04-1694-CD

Dear Court Administrator:

Enclosed please find Defendant's Pre-Trial Statement, a copy of which has been mailed to Plaintiffs' Counsel and the Arbitrators.

Thank you for your courtesy.

cc: R. Denning Gearhart, Esq.
John Sughrue, Esq.
Benjamin S. Blakley, Esq.
David J. Hopkins, Esq.

Very truly yours,

Lester Crawford, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

CIVIL DIVISION

HARRY E. FISHER and
GERALDINE FISHER

Plaintiffs

v.

SANDI (GIGI) KARP CORTEZ

Defendant

Type of Case: Civil Action

No. 1694-2004 CD

Type of Pleading: Praecipe to Mark the Case as Settled

Filed on Behalf of: Plaintiffs

Filed By:

Patrick Lavelle, Esq.
PA ID# 85537
25 East Park Ave.
Suite #4
DuBois, PA. 15801
(814) 371-2232
(814) 371-4480 Fax

FILED
m/1:32pm
MAR 0 6 2006

icc & 1 Cert of disc to Atty Lavelle
& Copy to C/A

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

CIVIL DIVISION

HARRY E. FISHER and
GERALDINE FISHER

Plaintiffs

No. 1694-2004 CD

v.

SANDI (GIGI) KARP CORTEZ

Defendant

PRAECIPE TO MARK THE CASE AS SETTLED

TO THE PROTHONOTARY:

Pursuant to the Order of the Court issued in this case and dated February 2, 2006, kindly mark this case as settled.

Respectfully Submitted,

Patrick Lavelle, Esq.
Counsel for the Plaintiff

CERTIFICATE OF SERVICE

I, PATRICK LAVELLE, ESQ., by my signature appearing below, do hereby certify that on the 3RD day of March, 2006, I served a copy of the foregoing Praecipe to Mark the Case as Settled, by mailing same via first class mail, postage prepaid to the following:

Lester Crawford, Esquire
PA ID # 58024
429 Forbes Ave, Suite #1301
Pittsburgh, PA. 15219

Patrick Lavelle

Patrick Lavelle, Esq.

Patrick Lavelle
Attorney and Counselor at Law

25 East Park Ave. Suite #4
DuBois, Pennsylvania 15801

Phone: 814-371-2232
Fax: 814-371-4480
Email: lavelleesq@verizon.net

March 3, 2006

Mr. William A. Shaw
Clearfield County Prothonotary
230 East Market Street
Clearfield, PA 16830

Re: Fisher v. Karp Cortez
No. 1694-2004 CD

Dear Mr. Shaw:

Enclosed please find the Plaintiff's Praecipe to Mark the Case as Settled. Please file the original, and date stamp the copy and return it to me in the envelope provided.

If you have any questions, please give me a call here at the office.

Sincerely,

Patrick Lavelle, Esq.

Enclosures
PL/lc

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

COPY

CIVIL DIVISION

Harry E. Fisher
Geraldine Fisher

Vs.
Sandy Gigi Cortez

No. 2004-01694-CD

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on March 6, 2006, marked:

Settled

Record costs in the sum of $112.00 have been paid in full by R. Denning Gearhart Esq..

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 6th day of March A.D. 2006.

William A. Shaw, Prothonotary