

04-1875-CD  
KENNETH D. LABORDE, JR. vs. DAVID W. REED, et al.

**Kenneth LaBorde et al vs David Reed et al  
2004-1875-CD**

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

KENNETH D. LABORDE, JR.  
and NOREEN R. LABORDE,

Plaintiffs,

vs.

No. 04-1875 C.D.

DAVID W. REED and TINA REED,  
t/d/b/a D.W. REED CONTRACTING,  
Defendants.

Type of case: Civil

Type of pleading: Complaint

Filed on behalf of: Plaintiffs,  
Kenneth D. LaBorde, Jr. and  
Noreen R. LaBorde

Counsel for Plaintiffs:  
Frederick M. Neiswender, Esquire  
Supreme Court No. 74456  
501 East Market Street, Suite 3  
Clearfield, Pennsylvania 16830  
(814) 765-6500

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William A. Shaw  
Prothonotary/Clerk of Courts

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

KENNETH D. LABORDE, JR. :  
and NOREEN R. LABORDE, :  
Plaintiffs, :  
:  
vs. : No. 04 - - C.D.  
:  
DAVID W. REED and TINA REED, :  
t/d/b/a D.W. REED CONTRACTING, :  
Defendants. :  
:

**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  
1 North Second Street  
Clearfield, Pennsylvania 16830  
(814) 765-2641

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

KENNETH D. LABORDE, JR. :  
and NOREEN R. LABORDE, :  
Plaintiffs, :  
vs. : No. 04 - - C.D.  
DAVID W. REED and TINA REED, :  
t/d/b/a D.W. REED CONTRACTING, :  
Defendants. :

**COMPLAINT**

AND NOW, come the Plaintiffs, KENNETH D. LABORDE, JR. and NOREEN R. LABORDE, by and through their attorney, FREDERICK M. NEISWENDER, ESQUIRE, and file this Complaint against the Defendants, DAVID W. REED and TINA REED, t/d/b/a D.W. REED CONTRACTING, on a cause of action upon which the following is a statement:

1. That Plaintiffs, KENNETH D. LABORDE, JR. and NOREEN R. LABORDE [hereinafter referred to as Plaintiffs], are husband and wife residing at 1095 River Road, Olanta, Clearfield County, Pennsylvania 16863.
2. That Defendants, DAVID W. REED and TINA REED, t/d/b/a D.W. REED CONTRACTING, are husband and wife with a business address of 139 West Market Street, Clearfield, Clearfield County, Pennsylvania 16830.
3. That at all times material hereto, the Plaintiffs were the owners of the residence and real property located at 1095 River Road, Olanta, Clearfield County, Pennsylvania.
4. That at all times material hereto, the Defendants were general contractors in the business of residential home construction, remodeling and repairs.

5. That on or about February 29, 2000, the Plaintiffs entered into a written contract including plans and specifications with the Defendants as the general contractor to build their primary residence for a total cost of ONE HUNDRED EIGHTY-SIX THOUSAND DOLLARS (\$186,000.00). *A copy of said contract and specification sheet is attached hereto and marked as Exhibit "A".*

6. That Defendants informed Plaintiffs that construction of the residence would be completed within five (5) months.

7. That as of the filing date of this Complaint areas of the residence were still not completed.

8. That Defendants presented Plaintiffs with a list of framing extras to be paid by Plaintiffs outside the contract price. *A copy of said list is attached hereto and marked as Exhibit "B".*

9. That Defendants presented Plaintiffs with a list of interior extras to be paid by Plaintiffs outside the contract price. *A copy of said list is attached hereto and marked as Exhibit "C".*

10. That Defendants were paid in full for all amounts charged to Plaintiffs.

11. That Plaintiffs took possession of the residence on December 5, 2000.

12. That shortly after Plaintiffs took possession of the residence, they noticed numerous problems with the construction of the residence and numerous items included in the contract that the Defendants had not completed.

**COUNT I – BREACH OF CONTRACT (MISFEASANCE)**

13. Plaintiffs restate and incorporate Paragraphs 1 through 12 above as if stated at length herein.

14. That the work performed by the Defendants in the construction of Plaintiffs' residence was done in a poor, improper, and unworkmen-like manner, did not meet the standards of the industry and the building code, in that:

- a. Defendants improperly installed the floor joists and sub-floor causing the floor to be uneven and in a dangerous condition.
- b. Defendants improperly installed the floor joists and sub-floor causing the floor to "give" significantly when walked on.
- c. Defendants improperly installed the floor joists and sub-floor in that an unnecessary beam was placed under the sub-floor.
- d. Defendants improperly constructed the footer without the proper courses of concrete block causing the basement ceiling to be too low for its intended use.
- e. Defendants improperly constructed the footer in that it was not constructed to the thickness specified in the contract.
- f. Defendants failed to install the appropriate number and type of vents to properly ventilate the residence.
- g. Defendants failed to install the appropriate number and type of vents to properly ventilate the residence causing sewer gas to be vented to the interior of the residence.
- h. Defendants installed an unnecessary exterior vent for the heating system.

- i. Defendants failed to properly seal the roof and windows allowing moisture to enter the residence causing ceilings to be stained and peeling.
- j. Defendants failed to properly seal the roof and windows causing the second floor windows to leak.
- k. Defendants failed to properly seal the roof and windows allowing moisture to enter the residence causing mold and other health hazards to be present in the residence.
- l. Defendants failed to properly install soffit and fascia.
- m. Defendants failed to properly construct exterior walls and failed to properly install windows causing the windows in the family room to be unevenly spaced.
- n. Defendants failed to properly install windows causing the window in the family room to not match the door as per the contract.
- o. Defendants failed to properly install interior and exterior doors making it impossible for Plaintiffs to use the doors as intended.
- p. Defendants failed to properly secure interior walls in the garage and bedroom.
- q. Defendants failed to properly construct interior walls in the garage causing the walls to not meet “flush” with the exterior walls.
- r. Defendants failed to properly construct interior walls in the laundry room causing there to be no support under part of the laundry room wall.
- s. Defendants failed to properly secure plumbing causing holes in the floor underneath plumbing fixtures.
- t. Defendants failed to properly seal rough plumbing.

- u. Defendants failed to properly install a plumbing access door.
- v. Defendants failed to install the required number of electrical outlets.
- w. Defendants failed to complete an inspection of the electrical system.
- x. Defendants failed to install the required type of telephone jacks.
- y. Defendants failed to properly support the steps leading from the deck into the yard.
- z. Defendants failed to properly construct the porch causing the concrete floor to crack.

15. That Defendants were made aware of the problems with the construction listed above.

16. That Defendants attempted to resolve some of the problems by returning to the residence in the spring of 2003.

17. That Defendants made little progress in actually resolving the problems with the construction and refused to return to the residence.

18. That as a result of Defendants' breach of contract the integrity and safety of the Plaintiffs' residence has been seriously compromised requiring extensive structural repairs and reconstruction.

WHEREFORE, Plaintiffs request this Court enter judgement in their favor and against Defendants for damages in an amount in excess of \$20,000.00 plus costs of the suit.

**COUNT II – BREACH OF CONTRACT (QUANTUM MERUIT)**

19. Plaintiffs restate and incorporate Paragraphs 1 through 18 above as if stated at length herein.

20. That Defendants failed to complete the construction of Plaintiffs' residence as per the contract and charged Plaintiffs for items that were to be included in the contract price, in that:

- a. Defendants failed to paint exterior windows and doors.
- b. Defendants failed to hang shutters.
- c. Defendants failed to install window decorative arches.
- d. Defendants failed to complete the storage room adjacent to the garage.
- e. Defendants failed to install a doorbell at the garage entrance.
- f. Defendants omitted eighty (80) square feet of basement space without Plaintiffs approval, but did not reduce the overall contract price to reflect this omission.
- g. Defendants reduced Plaintiffs' allowance for heating and air conditioning, but did not reduce the overall contract price to reflect this reduction.
- h. Defendants charged Plaintiffs for front porch support pillars.
- i. Defendants charged Plaintiffs for installation of kitchen and bathroom cabinets.
- j. Defendants charged Plaintiffs for installation of interior stairs to the second floor.
- k. Defendants charged Plaintiffs for installation of extra shutters that were never installed.
- l. Defendants charged Plaintiffs for installation of extra interior lights.

- m. Defendants over-charged Plaintiffs for the concrete under the porch floor.
- n. Defendants over-charged Plaintiffs to encase heating vents.
- o. Defendants changed the labor charge for extras from \$18.00 per hour to \$20.00 per hour without the consent of the Plaintiffs.

21. That Defendants were made aware of the omissions and charges listed above following construction of the residence.

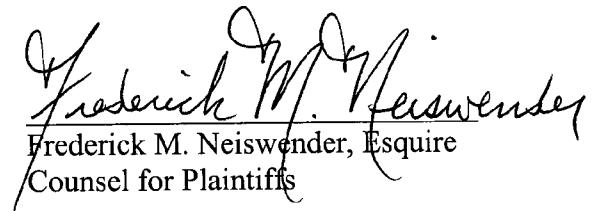
22. That Defendants attempted to complete some of the items by returning to the residence in the spring of 2003.

23. That Defendants made little progress in completing the construction and refused to return to the residence.

24. That as a result of Defendants' breach of contract they have been unjustly enriched to the detriment of the Plaintiffs' requiring the Plaintiffs' to expend additional funds to complete the construction to the specifications in the contract.

WHEREFORE, Plaintiffs request this Court enter judgement in their favor and against Defendants for damages in an amount in excess of \$20,000.00 plus costs of the suit.

Respectfully submitted,



Frederick M. Neiswender, Esquire  
Counsel for Plaintiffs

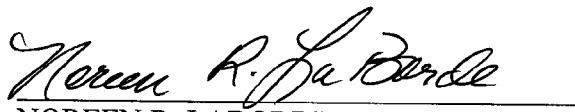
KENNETH D. LABORDE, JR. and NOREEN R. LABORDE hereby state that they are the Plaintiffs in this action and that the statements of fact made in the foregoing Complaint are true and correct upon personal knowledge. The undersigned understands that the statements herein are made subject to the penalties of 18 Pa.C.S.A. § 4904, relating to unsworn falsification to authorities.

DATE: 11/24/04



Kenneth D. Laborde  
KENNETH D. LABORDE, JR.

DATE: 11/24/04



Noreen R. Laborde  
NOREEN R. LABORDE

D.W. REED CONTRACTING  
139 West Market St.  
Clearfield, PA 16830  
236-8303

Feb. 29, 2000

Mr. & Mrs. Kenneth Laborde  
Curvensville, PA 16866  
236-7462

This building was priced out by attached plans and specification sheet, draw schedule and allowance sheet. One year guarantee on all labor and material except as otherwise set forth in this agreement. One year commences when final payment is made on original contract or buyer takes possession, whichever comes first. One year guarantee is not assignable or transferable.

This price includes Labor and Material : \$186,000.00  
Contract Documents: The contract documents consist of this contract, the plans and specifications, all addenda is issued prior to the execution of this contract, all modifications of the contract documents issued or otherwise approved by the Buyer and Seller. These forms, the contract and what is required by any one shall be as binding as if required by all.

Changes in Work: a. Buyer without invalidating the contract may order changes in the work consisting of additions, deletions, or modifications, the Contract Price and the contract time being adjusted accordingly. All such changes in Work shall be authorized by written change order signed by the Buyer or seller as Buyer's duly authorized agent.

b. The Contract Price and the Contract time may be change only by change order or by changes in subcontractors agreed to by the Seller and Buyer. All changes of work shall include a reasonable allowance for Seller's fee, including overhead and profit.

c. The cost or credit to the Buyer from a Change in Work shall be determined by mutual agreement.

If Buyer shall fail to make payments in accordance with the provisions of this contract, Seller may after thirty (30) days notice in writing to the Buyer, consider said agreement terminated and the entire unpaid balance of the Contract Price of this agreement shall immediately become due and payable, and Buyer hereby authorizes and empowers any attorney of any court of record, without notice to the Buyer, to appear for the Buyer and as often as the Seller shall deem it necessary, to confess judgment or judgements against the Buyer and in favor of the Seller for any and all such sum or sums of money due and payable, with costs of suit, and with an attorney's commission of ten percent (10%) of the amount due for collection thereof, and inquisition and extension upon any levy on any real estate is hereby waived and the condemnation thereof is hereby agreed to; and the exemption of personal property from levy and sale on any execution is also hereby waived. The above provisions shall, however, not be a bar to any other remedy which the Seller may have for the enforcement of payments which may become due to the Seller hereunder. The above provisions shall also be construed only for the purpose of reimbursing the Seller for any damage the may actually and necessarily sustain and shall not be deemed or considered to be in the nature of a penalty for default.

EXHIBIT

D.W. REED CONTRACTING  
139 West Market St.  
Clearfield, PA 16830  
236-8303

Feb. 29, 2000

Kenneth Laborde  
Curvensville, PA 16866  
236-7462

PAYMENTS TO BE MADE IN ACCORDANCE WITH SCHEDULE SET BELOW:

Down payment for scheduling:

1<sup>st</sup> draw - Deposit on special ordered items  
& completion of footer & foundation:

2<sup>nd</sup> draw - When building is sheiled-up & under roof,  
windows & doors installed:

3<sup>rd</sup> draw - Rough wiring, plumbing, siding, soffit, fascia:

4<sup>th</sup> draw - Walls insulated & drywall hung

5<sup>th</sup> draw - Completion of building or buyer takes possession,  
whichever comes first

\$800.00 - by borrower 3/7/00  
\$ 40,000.00 - 7-31-00 - ordered inspection rec'd 8-3-00  
\$ 45,000.00 - 9-11-00 - rec'd insp. paid out  
\$ 40,000.00 - 10-13-00 - rec'd insp. paid out  
\$ 40,000.00 - 12-8-00 - rec'd insp. paid out  
\$ 20,200.00

TOTAL CONTRACT:

\$ 186,000.00

- All amounts due on extras will be collected at each draw.
- Draws can be alternated based completion of work.

No work shall be done except as specified above and NO VERBAL AGREEMENTS WILL BE RECOGNIZED.  
The undersigned intend to be legally bound hereby.

YOU THE BUYER, MAY CANCEL TRANSACTION  
AT ANYTIME PRIOR TO MIDNIGHT OF THE  
3<sup>RD</sup> BUSINESS DAY AFTER THE DATE OF THIS  
TRANSACTION.

D.W. REED CONTRACTING

Dave Reed  
(signature of Seller)

3/7/00  
(date)

Kenneth Laborde  
(signature of Buyer)

3/7/00  
(date)

Kenneth Laborde  
(signature of Witness)

3/02/00  
(date)

D.W. REED CONTRACTING  
139 West Market St.  
Clearfield, PA 16830  
236-8303

Feb. 29, 2000

—SPECIFICATION SHEET—

1. Excavation: Done by other.
2. Footers: 10" depth x 24" width. Class B concrete.
3. French Drain: 1-4" perforated pipe with 2B stone.
4. Foundation: Main house 10" Block, 12 Courses with rods & concrete approximately every 14' on length walls. Front porch and garage 8" block 4 courses high. Top course being FHA Solid. Outside will be parged & tared to ground level. Above ground will be parged & swirled. 3 extra courses of block approx. 12' to install 6' door in basement, for frost protection.
5. Brick None
6. Basement Floor: 4" Class A 3000 psi concrete on compact granulated base. Please be advised concrete may crack due to shrinkage & setting. If concrete does crack, contractor is not responsible for repairing or replacing. Floor will have 3 drains.
7. Basement entrance: 6' Peachtree prado door.
8. Basement: unfinished. 6 lights installed picked by contractor.
9. Framing: 2x6 exterior walls 16" on center. 7/16 OSB sheathing with house wrap. Garage walls being 2 x 4 on 16" centers.
10. Siding: Dutchlap vinyl siding Alco Liberty or equal, .48 mil. Color chosen by owner.
11. Aluminum Fascia & Vinyl Soffit: Color chosen by owner. Soffit every other panel being vented. Eaves to be standard boxed in alum. Not shingled.
12. Roof Systems: Engineered storage trusses approx. 10/12 pitch 24" centers on garage, with main house being stick build on 16" centers. 5/8 OSB sheeting with H clips. 15lbs. felt 25 year warranty fiberglass Certainteed Horizon shingle or equal. Color chosen by owner. Freezegard will be used as starter shingle along all eaves and valley's 3' to protect against ice & water build up. Cobra Ridge vent at peak of roof & prevent louver will be installed at eaves for proper attic ventilation.
13. Windows: Weld-Tuff Vinyl Double Hung windows with low-E glass. 12 approx. 36"x 60" 3-34"x 56" 1-34"x 48" . 2- 36"x 60" Twins. 1- 36"x 56" circle window. 1-6' Bay window in kitchen. 5 - basement windows Approx. 32" x 48". Shutters on front of house only. *4 KL NL DCL*
14. Doors: Front Door Allowance: \$2500.00. Three H-89/E-89 lite steel entrance doors. Two 6' Peachtree Prado Doors. All interior doors, six panel colonial masonite or equal with oak jams. All doors to be primed and finish painted. Garage door 7' x 16' M2050 white solid with openor.
15. Gutters: Seumless aluminum gutter & downspouts. Downspouts will run to ground level. Color picked by owner.
16. Sub Floor: Open joist 2000 floor joist or equal, with 1/4 T&G OSB. Sheating glued down with construction adhesive. Finished floor will be on price allowance labor & material installed by other.
17. Interior Walls: 2x4 on 16" centers.
18. Finished Walls: 1/2 Kal-Kote finished svstem. Ceiling & closets to be textured. Walls to be smooth.
19. Insulation: Walls 19R. Ceiling 38R. Garage walls 11R. No insulation in floor.
20. Garage : unfinished. 2 lights picked by contractor.
21. Plumbing: CPVC hot & cold supply lines . Sch 40 drain lines . Price allowance on all fixtures. Washer & Dryer hook-up in basement will consist of hot and cold water supply lines and drain ,outlet of dryer. One 50 gal. Electric water heaters. Two out side hose bib. Basement floor to have 3 drains, Garage will have one and drain out to grade. Floor drain installed in basement floor for future bath. Main drain line & water lines most be with 4' of house.
22. Heating & Air: Standard unit. With air cleaner and humidifer.
23. Electric: Wiring done to standard code. 200 amp. Service. All wiring to be 12ga. Owner will supply all light fixtures except bathroom fan lights , basement and garage lights contractor will supply. Contractor will supply 4 phone jacks and 3 TV cable jacks.
24. Kitchen: Price Allowance sheet. \$6000.00 labor and material.
25. Fireplace: Vent free purchased by owner installed by contractor.

26. Trim: Will be colonial oak 2- 1/2 " trim . 1 coat stain and 2 coats of lacquer finish. Oak jams on windows & doors.
27. Painting & Staining: Painting will have 1 coat latex primer, 2 coats of latex finish paint, extra charge will be added if using more than two colors. Staining to have 1 coat of stain and 2 coats of laq. finish.
28. Closets: Will have 1 closetmaid shelf , except linen closet will have 2 shelves.
29. Bathrooms: All Fixtures on price allowance - \$5000.00.
30. Flooring: Price allowance for flooring and labor. \$8000.00
31. Stairs: Price allowance for labor to install stairs and railing \$4000.00
32. Lumber: All framing lumber will be contractor's standard construction grade #2 or better SPF. Lumber mentioned above may be substituted due to supply & demand, but equal quality grade or better.
33. Permits: Owner will supply all permits (building, water, sewage, ect.)
34. Rear Deck: Price allowance \$1800.00 labor included.
35. Porch: Front porch concrete with no railing.
36. Contractor will provide liability insurance & workmen compensation insurance in full until completion of building. Fire and windstorm insurance during construction will be provided by Owner.
37. Unforeseen material price increases will lead to bid price adjustments on materials. Contractor will let owners know if prices start to increase.

TOTAL PRICE INCLUDING LABOR AND MATERIAL: \$186,000.00

Dave Reed  
(signature of Seller)

3/7/00  
(date)

Thomas D. Jones Jr.  
(signature of Buyer)

3/7/00  
(date)

Deann LaBarde  
(signature of Witness)

3/07/00  
(date)

D.W. REED CONTRACTING  
139 West Market St.  
Clearfield, PA 16830

Feb. 29, 2000

Kenneth Laborde  
Curwensville, Pa.  
236-7462

--ALLOWANCE SHEET--

If Buyer goes over the set Allowance, the Buyer will owe the additional cost. If Buyer stays under the set Allowance, the Buyer will be reimbursed the difference.

|                                      |             |
|--------------------------------------|-------------|
| BATHROOM FIXTURES                    | \$ 5000.00  |
| KITCHEN FIXTURES                     | \$ 6,000.00 |
| FLOORING - Labor and Material        | \$ 8,000.00 |
| FRONT DOOR                           | \$ 2500.00  |
| REAR DECK                            | \$1800.00   |
| STAIRS & RAILING -Labor and Material | \$4000.00   |
| D.W. REED CONTRACTING                | /           |

Dave Reed  
(signature of Seller)

3/7/00 Keneth Laborde 3/7/00  
(date) (signature of Buyer) (date)

Norman Laborde  
(signature of Witness)

3/7/00  
(date)

### Framing Extra's

Closet in Den, enlarge to allow for duct work  
1 1/2 man hrs. + 15- 2x4x8 precuts

Wall added upstairs  
2 man hrs. 35- 2x4x9 precuts

Build around duct work upstairs  
1 man hr. 8- 2x4x9 precuts

Closet wall in computer room  
1 man hr. 7- 2x4x8 precuts

2- Closet doors w/ stairs

Concrete under porch

### Electrical Extra's

41 feet of 6-3 wire for sep. Range and oven unit

5- can lights on porch + switch

4- can lights in kit

5- can lights in bulk head and switch

1- extra light above island

1- extra light by bay window + switch

1- Rec. for fire place

1- Rec. for tube

1- fan box in den

1- fan upstairs hall + switch

2- wall lights upstairs hall + 3 way switches

2- Rec. in add. Wall

1- outside rec. outback

Dimmers for Foyer light

*John B. Jones Jr.*

EXHIBIT

## LISTING OF EXTRA'S ON KEN & NOREEN LABORDE JOB

### EXTRA'S:

|   |           |
|---|-----------|
| 1) CLOSET IN DEN - ENLARGED TO ALLOW FOR DUCT WORK-                                 |           |
| * MATERIAL - 2 X 4 X 8 PRECUTS - 15 @ \$ 1.85 EACH= \$ 27.75+ TAX                   | \$ 29.42  |
| * LABOR - 1 1/2 HRS @ \$ 20.00 PER HOUR   | \$ 30.00  |
| 2) BUILD AROUND DUCT WORK UPSTAIRS-   |           |
| * MATERIAL - 2 X 4 X 9 PRECUTS - 8 @ \$ 2.15 EACH= \$ 17.20 + TAX                   | \$ 18.23  |
| * MATERIAL - DRYWALL AROUND DUCT WORK-  | \$ 5.08   |
| 1 PC. OF 8' DRYWALL 1 @ \$ 4.79 EACH + TAX  |           |
| * LABOR - BUILD AROUND DUCT WORK-1 HR @ \$ 20.00 PER HR                             | \$ 20.00  |
| * LABOR -DRYWALL AROUND DUCT WORK-1/2 HR @ \$ 20.00 PER HR                          | \$ 10.00  |
| 3) EXTRA FOR WALLS, SHELVES, & CLOSETS ADDED UPSTAIRS -                             |           |
| * MATERIAL - 2 X 4 X 9 PRECUTS - 35 @ \$ 2.15 EACH= \$ 75.25                        | \$ 79.77  |
| * MATERIAL - 2 X 4 X 8 PRECUTS - 7 @ \$ 1.85 EACH= \$ 12.95                         | \$ 13.73  |
| * MATERIAL - 9 PCS OF 10' TRIM - 90 FT. @ \$ .90 PER FOOT= \$ 81.00                 | \$ 85.86  |
| * MATERIAL - 4 PCS OF 8' TRIM - 32 FT. @ \$ .90 PER FOOT= \$ 28.80                  | \$ 30.53  |
| * MATERIAL - 4 PCS OF 12' DRYWALL- 4 @ \$ 7.55 EACH= \$ 30.20                       | \$ 32.01  |
| * MATERIAL - 9 PCS OF 8' DRYWALL - 9 @ \$ 4.79 EACH= \$ 43.11                       | \$ 45.70  |
| * MATERIAL - 2 CLOSET DOORS @ \$ 68.00 EACH = \$ 136.00                             | \$ 144.16 |
| * MATERIAL - 2 GALLON OF PAINT @ \$ 18.00 PER GALLON = \$ 36.00                     | \$ 38.16  |
| * LABOR - ADDED CLOSETS - 2 HOURS @ \$ 20.00 PER HOUR                               | \$ 40.00  |
| * LABOR -ADDED EXTRA WALL UPSTAIRS - 3 HRS @ \$ 20.00 PER HR                        | \$ 60.00  |
| * LABOR -ADDED SHELVES & CLOSET WALL IN COMPUTER ROOM 4 HOURS @ \$ 20.00 PER HOUR   | \$ 80.00  |
| * LABOR -ADDED TRIM -WALL & CLOSETS UPSTAIRS- 2 HOURS @ \$ 20.00 PER HOUR           | \$ 40.00  |
| * LABOR - CLOSET DOORS UPSTAIRS - 3 HOURS @ \$ 20.00 PER HOUR                       | \$ 60.00  |
| <u>PLASTERERS CHARGES -</u>   |           |
| * LABOR - CLOSETS & WALL - 477 SQ. FT. TOTAL  | \$ 238.50 |
| 4) INSTALLATION OF CIRCLE-TOP WINDOW ABOVE BACK DOOR -                              |           |
| * MATERIALS - CIRCLE-TOP WINDOW   | \$ 863.90 |
| * MATERIALS - 2 X 6 X 8 FOR HEADER - 9 @ \$ 2.99 EACH                               | \$ 28.52  |
| * MATERIALS - 2 X 10 X 8 FOR CIRCLE PART - 2 @ \$ 5.99 EACH                         | \$ 12.70  |
| * MATERIALS - 1 PC RUBBER J-CHANNEL   | \$ 15.37  |
| * MATERIALS - 1 PC. METAL CORNER BEAD   | \$ 1.26   |
| * MATERIALS - 1 PC CORNER BEAD  | \$ 2.96   |
| * MATERIALS - 1 PC VINYL J-CHANNEL  | \$ 1.91   |
| * LABOR -INSTALLATION OF CIRCLE-TOP WINDOW ABOVE DOOR - 8 HOURS @ \$ 20.00 PER HOUR | \$ 160.00 |
| * LABOR -SIDING AROUND CIRCLE-TOP WINDOW - 1 1/2 HOURS @ \$ 20.00 PER HOUR          | \$ 30.00  |
| * LABOR - DRYWALL ON INSIDE OF CIRCLE-TOP WINDOW - 2 HOUR @ \$ 20.00 PER HOUR       | \$ 40.00  |

EXHIBIT

EXTRA'S ( CONTINUED )

|  |  |           |
|--|--|-----------|
| 5) INSTALLATION OF CAN LIGHT ON PORCH -  |  |           |
| * MATERIALS - 25' OF 12-2 WIRE, WIRE NUTS, ROMEX<br>CONNECTORS, ETC...                       |  | \$ 5.00   |
| * LABOR - 2 HOURS @ \$ 20.00 PER HOUR  |  | \$ 40.00  |
| 6) CONCRETE UNDER PORCH -  |  |           |
| * MATERIAL - 40 X 6.4 FT = 256 FT @ \$ 2.15 PER SQ. FT.                                      |  | \$ 550.40 |
| 7) FYPON HALF-CIRCLES- SUNBURST- 36"   |  |           |
| * MATERIAL -   |  | \$ 248.04 |
| 8) DEAD BOLTS -  |  |           |
| * MATERIAL -   |  | \$ 79.96  |
| 9) 1 - 6 FOOT BASEMENT DOOR -  |  |           |
| * MATERIAL - 3 - 2 X 4 X 8 - TREATED   |  | \$ 10.00  |
| * MATERIAL - 3 - 1 X 4 X 8 - PINE  |  | \$ 15.11  |
| * MATERIAL - 1 TUBE OF SILICONE  |  | \$ 4.34   |
| * LABOR - 3 HOURS @ \$ 20.00 PER HOUR  |  | \$ 60.00  |
| 10) HANDLES- UPGRADE - 4 DOORS   |  |           |
| * 4 HANDLES TOTALING \$ 196.60   |  |           |
| * STANDARD - \$ 63.72  |  |           |
| * DIFFERENCE \$ 132.68   |  |           |
| 11) 2 DOORS - BORED FOR DEAD BOLTS   |  | \$ 20.00  |
| 12) 1 - FRENCH PRADO DOOR - \$ 70.00 MORE THAN STANDARD<br>SWINGER DOOR                      |  | \$ 74.20  |
| 13) UPGRADE DOOR FOR MASTER BEDROOM -  |  | \$ 221.54 |
| UPGRADE \$ 399.00  |  |           |
| STANDARD \$ 190.00   |  |           |
| DIFFERENCE \$ 209.00 + TAX   |  |           |
| 14) SHUTTERS - 1 EXTRA PAIR OF SHUTTERS  |  | \$ 32.33  |
| LABOR - ½ HOUR @ \$ 20.00 PER HOUR   |  | \$ 10.00  |
| 15) COLONIAL GRILLES - FOR PRADO DOOR - \$ 81.89 + TAX                                       |  | \$ 86.80  |
| 16) TRIM - EXTRA ON WINDOWS -  |  | \$ 250.00 |
| 10 - CUSTOM-MADE OAK SEAL @ \$ 25.00 EACH - CUST.ORDER<br>( KEN ORDERED WITH DAVE BRESSLER ) |  |           |
| 17) 6 COLONIAL PORCH POSTS WHITE -   |  | \$ 396.58 |

**ELECTRICAL EXTRA'S**

|     |  |          |
|-----|--|----------|
| 1)  | * MATERIALS - 41 FEET OF 6-3 WIRE FOR SEPERATE RANGE AND<br>OVEN UNIT - \$ 36.83 | \$ 39.04 |
| 2)  | * MATERIALS - 5 CAN LIGHTS ON PORCH & SWITCH @ \$ 11.50 EACH                     | \$ 60.95 |
| 3)  | * MATERIALS - 4 CAN LIGHTS IN KITCHEN @ \$ 11.50 EACH                            | \$ 48.76 |
| 4)  | * MATERIALS - 5 CAN LIGHTS IN BULK HEAD & SWITCH @ \$ 11.50 EA                   | \$ 60.95 |
| 5)  | * MATERIALS - 1 EXTRA LIGHT ABOVE ISLAND   | \$ 20.00 |
| 6)  | * MATERIALS - 1 EXTRA LIGHT BY BAY WINDOW & SWITCH                               | \$ 40.00 |
| 7)  | * MATERIALS - 1 REC. FOR FIRE PLACE  | \$ 20.00 |
| 8)  | * MATERIALS - 1 REC. FOR TUBE  | \$ 20.00 |
| 9)  | * MATERIALS - 1 FAN BOX IN DEN   | \$ 20.00 |
| 10) | * MATERIALS - 1 FAN UPSTAIRS HALL & SWITCH                                       | \$ 40.00 |
| 11) | * MATERIALS - 2 WALL LIGHTS UPSTAIRS HALL  | \$ 40.00 |
| 12) | * MATERIALS - 3-WAY SWITCHES- HALL   | \$ 46.00 |
| 12) | * MATERIALS - 2 REC. IN ADD. WALL  | \$ 40.00 |
| 13) | * MATERIALS - 1 OUTSIDE REC. OUTBACK   | \$ 38.00 |
| 14) | * MATERIALS - DIMMERS FOR FOYER LIGHT  | \$ 28.00 |
| 15) | * MATERIALS - SUB PANEL - 2 HRS @ \$ 20.00 PER HOUR                              | \$ 40.00 |
| 16) | * MATERIALS - 3' SUPPLY LINE   | \$ 8.00  |
| 17) | * MATERIALS - 50 AMP BREAKER   | \$ 6.93  |
| 18) | * MATERIALS - 1 EXTRA T.V. CABLE   | \$ 20.00 |

**TOTAL OF MISCELLANEOUS EXTRAS -****\$ 5,778.18**

**ALLOWANCES**

|                        |   | <u>CREDIT/BALANCE</u>     |
|------------------------|---|---------------------------|
| <b>HEATING-</b>        | <b>\$ 7,765.00- (<u>CREDIT</u>)</b>                               | <b>CREDIT \$ 7,765.00</b> |
| <b>KITCHEN-</b>        | <b>\$ 6,000.00 - MATERIALS - \$ 38.47 - *LABOR - \$ 1,290.00</b>  | <b>CREDIT \$ 4,671.53</b> |
| <b>BATHROOM -</b>      | <b>\$ 5,000.00 - MATERIALS - \$ 2,308.27 - *LABOR - \$ 320.00</b> | <b>CREDIT \$ 2,371.73</b> |
| <b>FLOORING -</b>      | <b>\$ 8,000.00 - (<u>CREDIT</u>)</b>                              | <b>CREDIT \$ 8,000.00</b> |
| <b>FRONT DOOR -</b>    | <b>\$ 2,500.00 - MATERIALS - \$ 1,730.97</b>                      | <b>CREDIT \$ 769.03</b>   |
| <b>REAR DECK -</b>     | <b>\$ 1,800.00 - MATERIALS - \$ 1,946.72</b>                      | <b>BALANCE \$ 146.72</b>  |
| <b>STAIRS/RAILING-</b> | <b>\$ 4,000.00 - *LABOR - \$ 1,440.00</b>                         | <b>CREDIT \$ 2,560.00</b> |

\*( SEE BELOW FOR BREAKDOWN OF LABOR )

**LABOR**

**KITCHEN - TOTAL LABOR - \$ 1,290.00 ( 64.5 HRS X \$ 20.00 PER HOUR )**  
JOHN - 30 HRS      STEVE - 28 HRS      JAMIE - 5 HRS      DAVE - 1.5 HR

**BATHROOM - TOTAL LABOR - \$ 320.00 ( 16 HRS X \$20.00 PER HOUR )**  
JOHN - 9 HRS      STEVE - 7 HRS

**STAIRS/ RAILING - TOTAL LABOR - \$ 1,440.00 ( 72 HRS X \$ 20.00 PER HR )**  
JOHN - 4 HRS      STEVE - 28 HRS      JAMIE - 20 HRS      DAVE - 2 HR  
SCOTT - 13 HRS      JOE - 5 HRS

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

KENNETH D. LABORDE, JR.,  
and NOREEN R. LABORDE,  
Plaintiffs,

vs.

DAVID W. REED and TINA  
REED, t/d/b/a D.W. REED  
CONTRACTING,  
Defendants.

\* NO. 04 - 1875 - CD

\* Type of Pleading:

\* ANSWER AND NEW MATTER

\* Filed on behalf of:  
\* Defendants

\* Counsel of Record for  
\* this party:

\* James A. Naddeo, Esq.  
\* Pa I.D. 06820

\* 207 E. Market Street  
\* P.O. Box 552  
\* Clearfield, PA 16830  
\* (814) 765-1601

FILED  
6 10:45 AM 1007004  
DEC 30 2004

William A. Shaw  
Prothonotary

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

KENNETH D. LABORDE, JR., \*  
and NOREEN R. LABORDE, \*  
Plaintiffs, \*

vs. \*

No. 04 - 1875 - CD

DAVID W. REED and TINA \*  
REED, t/d/b/a D.W. REED \*  
CONTRACTING, \*  
Defendants. \*

NOTICE TO PLEAD

TO THE PLAINTIFFS:

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

*James A. Naddeo*  
\_\_\_\_\_  
James A. Naddeo, Esquire  
Attorney for Defendants

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

KENNETH D. LABORDE, JR., \*  
and NOREEN R. LABORDE, \*  
Plaintiffs, \*

vs. \*

No. 04 - 1875 - CD

DAVID W. REED and TINA \*  
REED, t/d/b/a D.W. REED \*  
CONTRACTING, \*

Defendants. \*

ANSWER TO COMPLAINT AND NEW MATTER

NOW COME Defendants by and through their attorney,  
James A. Naddeo, Esquire, and set forth the following:

1. Admitted.

2. Denied. On the contrary it is alleged that Tina Reed has never been a principal of D.W. Reed Contracting, which business is solely owned and registered to Defendant, David W. Reed. It is admitted, however, that David W. Reed does business as D.W. Reed Contracting with a business address of 139 West Market Street, Clearfield, Clearfield County, Pennsylvania.

3. Admitted.

4. Denied in so far as said allegation implies that Tina Reed was a general contractor at the times complained of in Plaintiffs' Complaint and to the contrary it is alleged that Tina Reed has never been engaged as a general contractor. In further answer thereto, it is admitted that Defendant, David W.

Reed, was and remains a general contractor doing business under the name D.W. Reed Contracting.

5. Denied in so far as said allegation implies that Defendant, Tina Reed, signed a written contract with Plaintiffs and to the contrary it is alleged that said contract was signed by David W. Reed as the sole owner of D.W. Reed Contracting. It is admitted that the contract provided for the construction of a dwelling for the total sum of \$186,000.00.

6. Denied. On the contrary it is alleged that the written contract between the parties contains no completion date, nor did Defendant, David W. Reed, make any oral representations as to a completion date. In further answer thereto, it is alleged that said dwelling was completed within five to six months from the date upon which construction was commenced.

7. Denied. On the contrary it is alleged that construction upon Plaintiffs' dwelling was completed on January 8, 2001.

8. Admitted.

9. Admitted.

10. Admitted.

11. Admitted as stated but in further answer thereto Plaintiffs took possession of the residence prior to the completion of construction with the consent of the Defendant,

David W. Reed, who continued to work on the dwelling until January 8, 2001, at which time construction was completed.

12. Denied. On the contrary, it is alleged that on January 8, 2001, the parties completed a walk through of the dwelling constructed by D.W. Reed Contracting at which time Plaintiffs informed Defendant, David W. Reed, that the house had been completed to Plaintiffs' satisfaction.

COUNT I - BREACH OF CONTRACT (MISFEASANCE)

13. Defendants incorporate their answers to Paragraphs 1 through 12 of Plaintiffs' complaint by reference and makes them a part hereof.

14. Denied in so far as said allegation implies that Defendant, Tina Reed, was in any manner engaged in the construction of Plaintiffs' dwelling and to the contrary it is alleged that Tina Reed has never been engaged in the general contracting business and that D.W. Reed Contracting is a general contracting business solely owned and registered to David W. Reed. In further answer thereto, it is denied that the work performed by D.W. Reed Contracting was performed in a poor, improper or unworkmenlike manner, nor was the work performed in violation of industry standards or the building codes in effect at the time of construction. Defendants state more particularly as follows:

a. Denied on the contrary it is alleged that the floor joists were inspected and approved by Open Joists 2000, the manufacturer of the floor system.

b. Denied. In further answer thereto, Defendants incorporate their answer to Paragraph 14(a) by reference.

c. Denied. On the contrary it is alleged that during the course of construction Plaintiffs demanded that the floor system of the dwelling be switched from TSI to Open Joists 2000, which system required the installation of the beam about which Plaintiffs are complaining.

d. Denied. On the contrary it is alleged that the contract signed by the parties requires the construction of a 10 by 24 footer with 12 courses of 10" block, all of which was completed as specified by the contract.

e. Denied. On the contrary it is alleged that Defendant built the footer beyond the specifications required by the parties' contract using an additional 3 yards of concrete over and above the amount of concrete required by the contract specifications.

f. Denied. After reasonable investigation Defendants are without knowledge or information sufficient to form a belief as to the truth of said averment.

g. Admitted but in further answer thereto, it is alleged that Defendant corrected the problem the day after it

was called to his attention by Plaintiffs by extending the bathroom vent which a subcontractor had failed to properly install.

h. Denied. After reasonable investigation Defendants are without knowledge or information sufficient to form a belief as to the truth of said averment. In further answer thereto, it is alleged that the heating system was installed by a subcontractor employed directly by Plaintiffs, and to the extent there is any defect in the heating system, it would be the responsibility of Plaintiffs' subcontractor.

i. Denied. On the contrary it is alleged that neither the roof nor the windows installed in Plaintiffs' dwelling leaked. It is further denied that the ceilings of the dwelling were stained and peeling. To the contrary it is alleged that the paint was shadowed in places and re-painted by Defendant to correct the problem.

j. Denied. In further answer thereto, Defendants incorporate their answer to Paragraph 14(i) by reference.

k. Denied. In further answer thereto, Defendants incorporate their answer to Paragraph 14(i) by reference.

l. Denied. On the contrary it is alleged that there are no defects in the soffit or facia.

m. Denied. On the contrary it is alleged that the exterior walls were constructed as designed, which design called

for one of the windows in the family room to be 3" out of line due to the necessity of a bearing wall.

n. Denied. On the contrary it is alleged that the windows and doors were built as designed.

o. Denied. On the contrary it is alleged that the interior and exterior doors were installed as designed.

p. Denied. After reasonable investigation Defendants are without knowledge or information sufficient to form a belief as to the truth of said averment.

q. Denied. After reasonable investigation Defendants are without knowledge or information sufficient to form a belief as to the truth of said averment.

r. Denied. After reasonable investigation Defendants are without knowledge or information sufficient to form a belief as to the truth of said averment.

s. Denied. After reasonable investigation Defendants are without knowledge or information sufficient to form a belief as to the truth of said averment.

t. Denied. After reasonable investigation Defendants are without knowledge or information sufficient to form a belief as to the truth of said averment.

u. Denied. After reasonable investigation Defendants are without knowledge or information sufficient to form a belief as to the truth of said averment.

v. Denied. On the contrary it is alleged that the number of electrical outlets were installed according to the electrical code in effect at time of construction as specified by the contract.

w. Admitted.

x. Denied. On the contrary it is alleged that Defendant installed standard telephone jacks as specified by the contract.

y. Denied. On the contrary it is alleged that the steps leading from the deck were constructed on rock as agreed by the Plaintiffs.

z. Denied in so far as said allegation states that the concrete porch was improperly constructed. On the contrary it is alleged that any cracking of said concrete is due to shrinkage, which hazard is clearly stated in the contract.

15. Denied and in further answer thereto Defendants incorporate New Matter hereinafter set forth.

16. Admitted as stated but in further answer thereto Defendants incorporate New Matter hereinafter set forth.

17. Denied. On the contrary it is alleged that Defendant returned to Plaintiffs' dwelling in early spring of 2003 and completed all items contained on the punch list provided by the Plaintiffs.

18. Denied. On the contrary it is alleged that there are no structural problems with Plaintiffs' dwelling which would affect the integrity or safety of the residence.

COUNT II - BREACH OF CONTRACT (QUANTUM MERUIT)

19. Defendants incorporate their answers to Paragraphs 1 through 18 of Plaintiffs' complaint by reference and makes them a part hereof.

20. Denied. On the contrary it is alleged that Defendant did complete the construction of Plaintiffs' residence in accordance with the specifications of the contract and in further answer thereto, Defendants incorporate New Matter hereinafter set forth.

a. Denied. On the contrary it is alleged that the exterior windows and doors were painted.

b. Denied. After reasonable investigation Defendants are without knowledge or information sufficient to form a belief as to the truth of said averment.

c. Admitted but in further answer thereto it is alleged that the contract specifications do not call for decorative arches.

d. Admitted but in further answer thereto it is alleged that the contract plans and specifications do not call for a finished storage area.

e. Admitted but in further answer thereto it is alleged that the contract specifications do not require the installation of a doorbell at the garage entrance.

f. Denied. On the contrary it is alleged that the home was constructed in accordance with the plans and specifications.

g. Denied. On the contrary it is alleged that Plaintiffs were given an allowance of \$7,765.00 as per the heating and air conditioning bid provided by Bloom Electric.

h. Denied. On the contrary it is alleged that Defendant installed pillars, which pillars Plaintiffs requested Defendant to replace with a different style of pillar which Defendant agreed to do for an up-charge.

i. Denied. On the contrary it is alleged that the contract provided a \$6,000.00 allowance for labor and materials to construct cabinets in the kitchen and bathroom and that Plaintiffs were given credit for the materials that they purchased and were charged solely for the labor necessary to install the cabinets.

j. Denied. On the contrary it is alleged that the contract contained an allowance for labor and materials necessary to construct interior stairs to the second floor and that Plaintiffs were given credit for materials purchased and charged labor for the installation of said stairs.

k. Denied. After reasonable investigation Defendants are without knowledge or information sufficient to form a belief as to the truth of said averment.

l. Admitted. In further answer thereto it is alleged that Plaintiffs did request extra interior lights which were not part of the original contract plans and specifications, which lighting was supplied by Defendant as an up-charge.

m. Denied. On the contrary it is alleged that Defendant charged his usual and regular price for the concrete installed under Plaintiffs' porch, which price was \$2.15 per square foot.

n. Denied. On the contrary it is alleged that Defendant charged his usual and regular price for labor at \$20.00 per hour and that materials were charged at cost to Defendant.

o. Denied. On the contrary it is alleged that Defendant's usual and regular labor charge at the time Plaintiffs' dwelling was constructed was \$20.00 per hour, which rate was uniformly charged by Defendant throughout construction and the same rate used by Defendant to calculate the contract price.

21. Denied. On the contrary it is alleged that Plaintiffs made no complaint except as to sewer odor which condition was immediately corrected by Defendant. In further answer thereto, it is alleged that Defendant received a letter

from Plaintiff, Noreen LaBorde, dated October 10, 2002, which letter sets forth a "punch list" of items to be corrected.

22. Admitted and in further answer thereto Defendant incorporates New Matter hereinafter set forth.

23. Denied and in further answer thereto defendant incorporates New Matter hereinafter set forth.

24. States a conclusion to which no answer is required. To the extent that an answer may be required, it is generally denied that Defendant has been unjustly enriched.

NEW MATTER

25. That David W. Reed, a sole proprietor, t/d/b/a D.W. Reed Contracting, entered into a contract with Plaintiffs signed on March 7, 2000.

26. That David W. Reed, t/d/b/a D.W. Reed Contracting, commenced construction of Plaintiff's dwelling in accordance with the plans and specifications of the parties' contract, which construction was completed on or about January 8, 2001.

27. That Defendant allowed Plaintiffs to take possession of the dwelling in December 2000 while the home was still under construction.

28. That on January 8, 2001, Defendant along with Plaintiffs conducted a walk-through of the dwelling at which

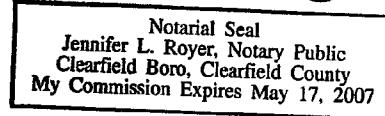
COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF CLEARFIELD ) ss.

Before me, the undersigned officer, personally appeared DAVID W. REED, who being duly sworn according to law, deposes and states that the facts set forth in the foregoing Answer and New Matter are true and correct to the best of his knowledge, information and belief.

David W. Reed  
David W. Reed

SWORN and SUBSCRIBED before me this 15th day of December, 2004.

Jennifer L. Ruyer



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

KENNETH D. LABORDE, JR., \*  
and NOREEN R. LABORDE, \*  
Plaintiffs, \*

vs. \*  
\*  
\*  
DAVID W. REED and TINA \*  
REED, t/d/b/a D.W. REED \*  
CONTRACTING, \*  
Defendants. \*

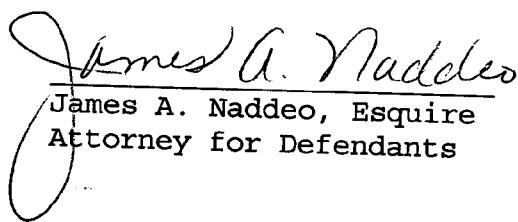
No. 04 - 1875 - CD

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a true and certified copy of Answer and New Matter filed in the above-captioned action was served on the following person and in the following manner on the 30th day of December, 2004:

First-Class Mail, Postage Prepaid

Frederick M. Neiswender, Esquire  
501 East Market St., Suite 3  
Clearfield, PA 16830

  
James A. Naddeo  
James A. Naddeo, Esquire  
Attorney for Defendants

JAMES A. NADDEO  
ATTORNEY AT LAW  
207 EAST MARKET STREET  
P.O. BOX 552  
CLEARFIELD, PENNSYLVANIA 16830

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100028  
NO: 04-1875-CD  
SERVICE # 1 OF 1  
COMPLAINT

PLAINTIFF: KENNETH D. LABORDE, JR. and NOREEN R. LABORDE  
vs.

DEFENDANT: DAVID W. REED and TINA REED t/d/b/a D.W. REED CONTRACTING

**SHERIFF RETURN**

NOW, December 08, 2004 AT 2:17 PM SERVED THE WITHIN COMPLAINT ON DAVID W REED & TINA REED t/d/b/a D.W. REED CONTRACTING DEFENDANT AT 139 West Market St., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO RICHARD FANNIN, EMPLOYEE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER /

**FILED**  
01/12/05  
JAN 24 2005

William A. Shaw  
Prothonotary/Clerk of Courts

| PURPOSE         | VENDOR     | CHECK # | AMOUNT |
|-----------------|------------|---------|--------|
| SURCHARGE       | NEISWENDER | 1941    | 10.00  |
| SHERIFF HAWKINS | NEISWENDER | 1941    | 20.37  |

Sworn to Before Me This

\_\_\_\_ Day of \_\_\_\_\_ 2005

So Answers,

*Chester A. Hawkins  
by Marlys Hupp*

Chester A. Hawkins  
Sheriff

CA

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

KENNETH D. LABORDE, JR. and NOREEN R. LABORDE \*  
Plaintiffs \*  
vs. \*  
DAVID W. REED, TINA REED, D.W. REED CONTRACTING\*  
Defendants \*

NO. 2004-1875-CD

**ORDER**

NOW, this 16<sup>th</sup> day of May, 2013, it is the ORDER of this Court that a **status conference** be and is hereby scheduled for the **27th day of June, 2013 at 1:30 p.m.** in Courtroom No. 1, Clearfield County Courthouse, Clearfield, Pennsylvania.

If this case has been concluded, the moving party is directed to file the appropriate Praeclipe with the Prothonotary of Clearfield County to finalize that status of the case.

BY THE COURT,

  
FREDRIC J. AMMERMAN  
President Judge

FILED  
019:45pm  
MAY 20 2013  
S

William A. Shaw  
Prothonotary/Clerk of Courts

ICC Attn: Neiswender  
ICC doffs

66

DATE: 5/20/13

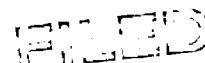
       You are responsible for serving all appropriate parties.

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

       Plaintiff(s) X Plaintiff(s) Attorney        Other

Y Defendant(s)        Defendant(s) Attorney

       Special Instructions:

 FILED

MAY 20 2013

William A. Shaw  
Prothonotary/Clerk of Courts

defts

139 W Market St  
Clarifor ID 16830

CA

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

KENNETH D. LABORDE, JR. and  
NOREEN R. LABORDE,  
Plaintiffs,

vs.

No. 2004-1875-CD

DAVID W. REED, TINA REED and  
D.W. REED CONTRACTING,  
Defendants.

Type of case: Civil

**PRAECIPE TO WITHDRAW  
AND DISCONTINUE**

Filed on behalf of: Plaintiffs,  
Kenneth D. LaBorde, Jr. and  
Noreen R LaBorde

Counsel of Record:  
Frederick M. Neiswender, Esquire  
Supreme Court No. 74456

NEISWENDER & KUBISTA  
211 1/2 North Second Street  
Clearfield, Pennsylvania 16830  
(814) 765-6500

2 **FILED** 3 CC A/H  
013:04 cm MAY 23 2013 Neiswender  
S William A. Shaw 6K  
Prothonotary/Clerk of Courts

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

KENNETH D. LABORDE, JR. and :  
NOREEN R. LABORDE, :  
Plaintiffs, :  
vs. : No. 2004-1875-CD  
DAVID W. REED, TINA REED and :  
D.W. REED CONTRACTING, :  
Defendants. :

**PRAECIPE TO WITHDRAW AND DISCONTINUE**

To the Prothonotary:

Please mark the above captioned matter WITHDRAWN and DISCONTINUED.

05/23/2013  
Date

Frederick M. Neiswender  
Frederick M. Neiswender, Esquire  
Attorney for Plaintiffs

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

KENNETH D. LABORDE, JR. and NOREEN R. LABORDE \* NO. 2004-1875-CD  
Plaintiffs \*  
vs. \*  
DAVID W. REED, TINA REED and D.W. REED \*  
CONTRACTING \*  
Defendants \*  
\*

**ORDER**

NOW, this 19<sup>th</sup> day of June, 2013, the Court notes that a Praeclipe to Withdraw and Discontinue in the above-captioned case was filed on May 23, 2013 by Frederick M. Neiswender, Esquire. Therefore, it is the ORDER of this Court that the **status conference** in the above-captioned case scheduled for the 27th day of June, 2013 is **canceled**.

BY THE COURT,



FREDRIC J. AMMERMAN  
President Judge

19 JUN 2013 ICC Atty Neiswender  
O 12:28pm JUN 20 2013 ICC doffs  
William A. Shaw  
Prothonotary/Clerk of Courts  
GR

04-1876-CD  
PALISADES COLLECTION, LLC vs. KENNETH R. SARVIS

**Palisades Collect et al vs Kenneth Sarvis**  
**2004-1876-CD**

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

PALISADES COLLECTION LLC  
 ASSIGNEE OF PROVIDIAN NATIONAL  
 BANK  
 210 SYLVAN AVENUE  
 ENGLEWOOD CLIFFS, NJ 07632

: NO. 04-1876-CD

Plaintiff  
 vs.  
 KENNETH R SARVIS  
 Defendant(s)

: :

## PRAECIPE FOR JUDGMENT

Mr./Ms. Clerk:

Please enter Judgment in favor of Plaintiff and against Defendant(s),  
 KENNETH R SARVIS and  
 pursuant to the District Justice Transcript.

|       |              |                                      |
|-------|--------------|--------------------------------------|
| ( X ) | Amount due   | \$ 7933.79                           |
|       | Less credits | \$                                   |
|       | TOTAL        | \$ 7933.79 , plus interest and costs |

( X ) I certify that the foregoing assessment of damages is for specified amounts alleged to be due in the complaint and is calculable as a sum certain from the complaint.

( X ) Pursuant to Pa.R.C.P. 237 (Notice of Praeclipe for final judgment or decree), I certify that a copy of this praecipe has been mailed to each other party who has appeared in the action or to his/her Attorney of Record.

DATE: 11/4/04Signature: Amy F. Doyle

Amy F. Doyle #87062  
 Daniel F. Wolfson #20617  
 Bruce H. Cherkis #18837  
 Philip C. Warholic #86341  
 WOLPOFF & ABRAMSON, L.L.P.  
 Attorneys in the Practice of Debt Collection  
 267 East Market Street  
 York, PA 17403  
 (717) 846-1252  
 Counsel for Plaintiff

NOW, November 29, 2004, JUDGMENT IS ENTERED AS ABOVE.

William A. Shaw  
 Prothonotary/Clerk, Civil Division

By: \_\_\_\_\_  
 Deputy

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

|                                |   |                    |
|--------------------------------|---|--------------------|
| PALISADES COLLECTION LLC       | : | No.                |
| ASSIGNEE OF PROVIDIAN NATIONAL | : |                    |
| BANK                           | : |                    |
| 210 SYLVAN AVENUE              | : |                    |
| ENGLEWOOD CLIFFS, NJ 07632     | : |                    |
| <br>Plaintiff                  | : |                    |
| <br>vs.                        | : |                    |
| KENNETH R SARVIS               | : | CIVIL ACTION - LAW |
| <br>Defendant(s)               | : |                    |

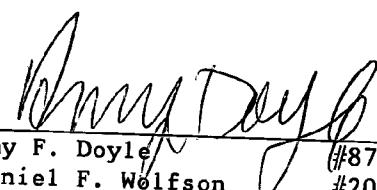
CERTIFICATE OF RESIDENCE  
PA. R.C.P. 236

I, hereby certify that the precise residence of Plaintiff is:

PALISADES COLLECTION LLC  
ASSIGNEE OF PROVIDIAN NATIONAL  
BANK  
210 SYLVAN AVENUE  
ENGLEWOOD CLIFFS, NJ 07632

and certify that the last known address of the within Defendant(s) is:

KENNETH R SARVIS  
160 SHORT ST  
CURWENSVILLE PA 16833-1632

  
 Amy F. Doyle #87062  
 Daniel F. Wolfson #20617  
 Bruce H. Cherkis #18837  
 Philip C. Warholic #86341  
 WOLPOFF & ABRAMSON, L.L.P.  
 Attorneys in the Practice of Debt Collection  
 267 East Market Street  
 York, PA 17403  
 (717) 846-1252  
 Counsel for Plaintiff

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

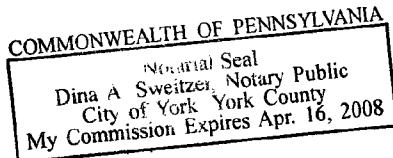
PALISADES COLLECTION LLC : No.  
 ASSIGNEE OF PROVIDIAN NATIONAL  
 BANK :  
 210 SYLVAN AVENUE :  
 ENGLEWOOD CLIFFS, NJ 07632 :  
 Plaintiff :  
 vs. : CIVIL ACTION - LAW  
 KENNETH R SARVIS :  
 Defendant(s) :

## AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA :  
 COUNTY OF CLEARFIELD *York* :

I, Amy F. Doyle, Esquire, being duly sworn according to law, depose and say that I am the Attorney for the Plaintiff in the above-captioned matter, and that to the best of my knowledge, information and belief Defendant, KENNETH R SARVIS , above-named, is over 21 years of age; is last known to reside at 160 SHORT ST CURWENSVILLE PA 16833-1632

County of York, Pennsylvania; is not in the military service of the United States or its Allies, or otherwise within the provisions of the Servicemembers Civil Relief Act and its Amendments.



*Amy F. Doyle*  
 Amy F. Doyle #87062  
 Daniel F. Wolfson #20617  
 Bruce H. Cherkis #18837  
 Philip C. Warholic #86341  
 WOLPOFF & ABRAMSON, L.L.P.  
 Attorneys in the Practice of Debt Collection  
 267 East Market Street  
 York, PA 17403  
 (717) 846-1252  
 Counsel for Plaintiff

SWORN and SUBSCRIBED to before me this

*4* day of *November* 2004.

*Dina A. Sweitzer*  
 Notary Public

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

**46-3-02**

DJ Name: Hon.

**RICHARD A. IRELAND**  
Address: **650 LEONARD STREET**  
**SUITE 133**  
**CLEARFIELD, PA**

Telephone: (814) 765-5335

**16830**

**C/O WOLPOFF & ABRAMSON, LLP**  
**267 EAST MARKET ST**  
**YORK, PA 17403**

10/11/04  
**NOTICE OF JUDGMENT/TRANSCRIPT  
CIVIL CASE**

PLAINTIFF:

**PALISADES COLLECTION LLC**  
NAME and ADDRESS  
**267 EAST MARKET ST**  
**YORK, PA 17403**

NAME and ADDRESS

**120 280 414**

VS.

DEFENDANT:  
**SARVIS, KENNETH R.**  
160 SHORT STREET  
CURWENSVILLE, PA 16833

NAME and ADDRESS

Docket No.: **CV-0000287-04**  
Date Filed: **8/05/04**



**THIS IS TO NOTIFY YOU THAT:**

Judgment:

**DEFAULT JUDGMENT PLTF**

Judgment was entered for: (Name) **PALISADES COLLECTION LLC**

Judgment was entered against: (Name) **SARVIS, KENNETH R.**

in the amount of \$ **7,933.79** on: (Date of Judgment) **9/13/04**

Defendants are jointly and severally liable.

Damages will be assessed on: (Date & Time) \_\_\_\_\_

This case dismissed without prejudice.

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

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

|  |                    |
|--|--------------------|
| Amount of Judgment                       | \$ <b>7,815.29</b> |
| Judgment Costs                           | \$ <b>118.50</b>   |
| Interest on Judgment                     | \$ <b>.00</b>      |
| Attorney Fees                            | \$ <b>.00</b>      |
| <b>Total</b>                             | \$ <b>7,933.79</b> |
| Post Judgment Credits                    | \$ _____           |
| Post Judgment Costs                      | \$ _____           |
| <b>Certified Judgment Total</b> \$ _____ |                    |

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL. EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR DISTRICT JUSTICES, IF THE JUDGMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE DISTRICT JUSTICE. UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE DISTRICT JUSTICE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

SEP 13 2004 Date Richard Ireland, District Justice

OCT 25 2004 I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

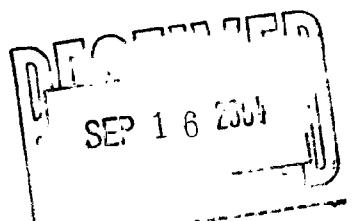
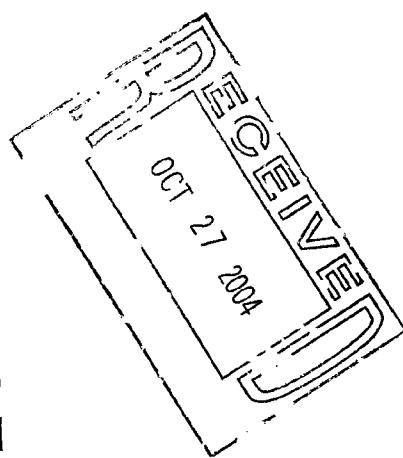
Date Richard Ireland, District Justice

My commission expires 10/11/2005

FILED

NOV 29 2004

William A. Shaw  
Prothonotary/Clerk of Courts



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

PALISADES COLLECTION LLC : NO. 04-1876-CJ  
 ASSIGNEE OF PROVIDIAN NATIONAL :  
 BANK :  
 210 SYLVAN AVENUE :  
 ENGLEWOOD CLIFFS, NJ 07632 :  
 Plaintiff :  
 VS. : CIVIL ACTION - LAW  
 KENNETH R SARVIS :  
 160 SHORT ST :  
 CURWENSVILLE PA 16833-1632 :  
 Defendant(s) :

## NOTICE OF ORDER, DECREE OR JUDGMENT

TO: KENNETH R SARVIS

160 SHORT ST  
CURWENSVILLE PA 16833-1632

You are hereby notified that the following ORDER, DECREE or JUDGMENT has been entered against you on November 29, 2004 in accordance with the provisions of Pa. R.C.P. 236.

( ) Decree Nisi in Equity  
 ( ) Final Decree in Equity  
 ( ) Judgment of ( ) Confession ( ) Verdict  
     ( ) Default ( ) Non-suit  
     ( ) Non-pros ( ) Arbitration Award  
 ( ) Judgment is in the amount of \$ , plus costs.  
 (X) District Justice transcript of judgment in civil action in the amount of \$ 7933.79 , plus costs.  
 ( ) If not satisfied within sixty (60) days, your motor vehicle operator's license will be suspended by the Pennsylvania Department of Transportation.

By:

Prothonotary

COPY

If you have any questions regarding this Notice, please contact the filing party.

*Amy Doyle*  
 Amy F. Doyle #87062 / Daniel F. Wolfson #20617  
 Bruce H. Cherkis #18837 / Philip C. Warholic #86341  
 WOLPOFF & ABRAMSON, L.L.P. / Counsel for Plaintiff  
 Attorneys in the Practice of Debt Collection  
 267 East Market Street, York, PA 17403  
 (717) 846-1252

(This Notice is given in accordance with Pa. R.C.P. 236.)

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

Copy

Palisades Collection LLC  
Providian National Bank  
Plaintiff(s)

No.: 2004-01876-CD

Real Debt: \$7,933.79

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Kenneth R. Sarvis  
Defendant(s)

Entry: \$20.00

Instrument: DJ Judgment

Date of Entry: November 29, 2004

Expires: November 29, 2009

Certified from the record this 29th day of November, 2004.

\_\_\_\_\_  
William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on \_\_\_\_\_, \_\_\_\_\_, of defendant full satisfaction of this Judgment,  
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

\_\_\_\_\_  
Plaintiff/Attorney

GORDON & WEINBERG, P.C.  
 BY: FREDERIC I. WEINBERG, ESQUIRE  
 Identification No.: 41360  
 JOEL M. FLINK, ESQUIRE  
 Identification No.: 41200  
 1001 E. Hector Street, Ste 220  
 Conshohocken, PA 19428  
 484/351-0500

FILED *R*

*5 MAY 10 2012*  
*ml 10-2012*  
 William A. Shaw  
 Prothonotary/Clerk of Courts  
*✓ 10-2012*  
*AM*

PALISADES COLLECTION, LLC  
 ASSIGNEE OF PROVIDIAN NATIONAL  
 BANK

COURT OF COMMON PLEAS  
 CLEARFIELD COUNTY

vs.

DOCKET NO. : 200401876cd

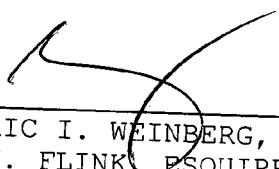
KENNETH SARVIS

ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

Kindly enter my appearance on behalf of the plaintiff in the  
 above-captioned matter.

GORDON &amp; WEINBERG, P.C.

BY: 

~~FREDERIC I. WEINBERG, ESQUIRE~~  
~~JOEL M. FLINK, ESQUIRE~~  
 Attorney for Plaintiff

P012

CERTIFICATION OF SERVICE

I, **FREDERIC I. WEINBERG, ESQUIRE**, hereby certify that I, on the date below, served a copy of the Substitution of Attorney and Entry of Appearance Pursuant to Pa.R.C.P. 1028(c)(1), via First Class Mail, postage pre-paid, to all other parties or their counsel of record.

  
\_\_\_\_\_  
FREDERIC I. WEINBERG, ESQUIRE

Dated: 5/21/12