

04-2012-CD
CHRISTOPHER A. CORRADINI, et al. vs. STEVEN FRANK, et al.

FILED
V/O 10:55/AL
DEC 22 2004
Att'y pd. 85.00
ICC shff
William A. Shaw
Prothonotary/Clerk of Courts

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

CHRISTOPHER A. CORRADINI
and JANETTE L. CORRADINI,
husband and wife,

Plaintiffs,

vs.

STEVEN FRANK, t/d/b/a
FRANK'S FLOOR COVERING,
Defendant.

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No. 04 - - CD

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the 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
Clearfield County Courthouse
Market and Second Streets
Clearfield, PA 16830

(814) 765-2641, ext. 5982

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

CHRISTOPHER A. CORRADINI *
and JANETTE L. CORRADINI, *
husband and wife, *
 *
 Plaintiffs, *

vs.

No. 04 - - CD

 *
STEVEN FRANK, t/d/b/a *
FRANK'S FLOOR COVERING, *
 Defendant. *

C O M P L A I N T

NOW COME the Plaintiffs, Christopher A. Corradini and Janette L. Corradini, and by their attorney, James A. Naddeo, Esquire, set forth the following:

1. That the Plaintiffs are Christopher A. Corradini and Janette L. Corradini, husband and wife, who reside at 275 Lytle Road, Glen Richey Pennsylvania 16837.

2. That the Defendant is Steven Frank, t/d/b/a Frank's Floor Covering, whose business address is 20 West Presqueisle Street, Philipsburg, Pennsylvania 16866.

3. That at all times referred to herein Defendant held himself out to the public as a general contractor having the knowledge and the expertise consistent with persons engaged in that occupation.

4. That at all times referred to herein Plaintiffs were the owners of the premises identified in Paragraph 1 hereof upon which they had constructed a single family dwelling.

5. That on or about February 10, 2004, the dwelling owned by the Plaintiffs suffered water damage occasioned by the accumulative weight of ice and snow.

6. That on or about February 10, 2004, Plaintiffs presented a claim for the water damage occasioned to their dwelling to Plaintiffs' insurance carrier, Everett Cash Mutual Insurance Company.

COUNT I

7. That the adjuster for Everett Cash Mutual Insurance Company prepared specifications for the repair of the interior of Plaintiffs' dwelling which had been damaged by water. A copy of said specifications is attached hereto as Exhibit "A".

8. That Defendant provided an estimate to complete the repairs identified in Exhibit "A", which is incorporated herein by reference, for the sum of \$2,439.17. A copy of said estimate is attached hereto as Exhibit "B".

9. That on July 1, 2004, Plaintiffs paid to Defendant the sum of \$2,440.00 for the purpose of completing the repairs

identified on Exhibit "A". A copy of Plaintiffs' check dated July 1, 2004, is attached hereto as Exhibit "C".

10. That Defendant commenced partial repairs in accordance with the estimate attached hereto as Exhibit "B".

11. That the partial repairs made by the Defendant were defective in the following particulars:

A. Drywall cracked;

B. Wall between dining room and bathroom out of square; and

C. Failed to properly install electrical wiring.

12. That Defendant failed to complete all repairs required in accordance with the estimate attached hereto as Exhibit "B".

13. That Plaintiff's made repeated demands upon Defendant to complete the work identified in Exhibit "B", but Defendant failed and/or refused to complete said repairs.

14. That as a direct result of Defendant's refusal to repair the interior water damage to Plaintiffs' property, Plaintiffs were required to obtain the services of another contractor to complete the interior repairs to their dwelling and to correct the defects in the repairs performed by Defendant.

15. That Plaintiffs employed J. Daly & Sons Contracting to complete the repairs to the interior of their dwelling caused by the water damage at a cost of \$2,440.00 as appears from the estimate attached hereto as Exhibit "D".

16. That J. Daly & Sons Contracting also corrected the defective work performed by the Defendant as set forth in Paragraph 11 hereof which is incorporated herein by reference at a cost of \$1,995.00 as appears from the estimate attached hereto as Exhibit "E".

WHEREFORE, Plaintiffs claim damage from Defendant in the amount of \$4,435.00 with interest thereon as allowable by law.

COUNT II

17. Plaintiff incorporates Paragraphs 1 through 6 of their Complaint by reference and makes them a part hereof.

18. That in addition to the water damage occasioned to the interior of Plaintiffs' dwelling, Plaintiffs also experienced water damage to the roof, soffit, fascia and gutters of their dwelling.

19. That Defendant provided Plaintiff with an estimate to repair the water damage to the exterior of Plaintiffs' dwelling for the sum of \$5,196.52 as appears from the estimate attached hereto as Exhibit "F".

20. That Defendant completed repairs to Plaintiffs' dwelling required by the estimate attached hereto as Exhibit "F".

21. That the exterior repairs completed by the Defendant were defective in the following particulars:

A. Failed to install flashing around the flu;

B. Failed to replace damaged sheeting;

C. Failed to replace soffit;

D. Failed to install ice shield;

E. Failed to remove old tar paper prior to applying new shingles; and

F. Failed to properly secure a section of shingles approximating 10' by 10'+/-.

22. That Plaintiffs were required to incur the services of J. Daly & Sons Contracting to correct the exterior work performed upon Plaintiffs' dwelling for the sum of \$5,300.00 as appears from the estimate attached hereto as Exhibit "G".

WHEREFORE, Plaintiffs claim damages from Defendant in the amount of \$5,300.00 with interest thereon as allowable by law.

COUNT III

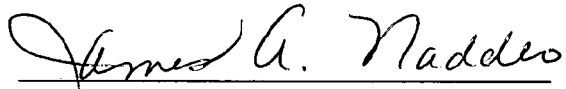
23. That during the course of the work performed by Defendant upon Plaintiffs' dwelling, Plaintiffs ordered carpeting from Defendant, which carpeting was unrelated to any water damage that had occurred to their dwelling.

24. That Defendant agreed to provide and install carpeting for Plaintiffs for the sum of \$870.01 as appears from the invoice attached hereto as Exhibit "H".

25. That Plaintiffs paid Defendant for the carpeting by Check No. 5257 dated March 6, 2004, a copy of which is attached hereto as Exhibit "I".

26. That Defendant, despite demand by Plaintiffs, failed and/or refused since March 2004 to deliver said carpeting for which Plaintiffs had paid requiring Plaintiffs to purchase carpeting from another supplier.

WHEREFORE, Plaintiffs claim damages from Defendant in the amount of \$870.01 with interest thereon as allowable by law.


James A. Naddeo, Esquire
Attorney for Plaintiffs

COMMONWEALTH OF PENNSYLVANIA)

SS.

COUNTY OF CLEARFIELD)

Before me, the undersigned officer, personally appeared CHRISTOPHER A. CORRADINI, who being duly sworn according to law, deposes and states that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief.

Christopher A. Corradini
Christopher A. Corradini

SWORN and SUBSCRIBED before me this 26th day of October, 2004.

Jennifer L. Royer

Notarial Seal
Jennifer L. Royer, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires May 17, 2007

EVERETT CASH MUTUAL INSURANCE COMPANY
STATEMENT OF LOSS

NAME OF INSURED <i>Christopher A + Janette Corradini</i>			POLICY NUMBER <i>H0790144</i>
DATE OF LOSS <i>2-10-04</i>	DATE INSURED CONTACTED <i>9-24-04</i>	DATE RISK INSPECTED <i>9-24-04</i>	PERIL INVOLVED <i>w/ot ice</i>

BUILDING VALUATION

ESTIMATED REPLACEMENT COST \$ 80640 SUBTOTAL \$ _____
ESTIMATED ACTUAL CASH VALUE \$ 64512 \$ 60 PER S.F.

ITEM: DETAIL PROPERTY - SIZE, AREA, QUANTITY, UNIT COST			CLAIM
<i>Supplemental Damage due to weight of ice + snow</i>			
<i>Remove + Replace Master BR ceiling 195 SF @ 1.71</i>	<i>341.25</i>		<i>341.25</i>
<i>Spray texture ceiling 195 @ .50</i>	<i>156.00</i>		<i>156.00</i>
<i>Insulation 195 @ 1.10 (12 pc)</i>	<i>214.50</i>		<i>214.00</i>
<i>Remove + replace sheathing to access damaged Trusses 382 SF @ 1.80</i>	<i>691.20</i>		<i>691.20</i>
<i>Remove + replace rafters (4) with pre engineered Truss as per drawing 6 @ 150 ea</i>	<i>900</i>		<i>900-</i>
<i>Replace damaged on front wall 120 SF @ 1.60</i>	<i>192-</i>		<i>192-</i>
<i>Paint new damaged 120 SF @ .50</i>	<i>60</i>		<i>60-</i>
<i>Insulation on front wall 120 @ 1.10</i>	<i>132</i>		<i>132-</i>
<i>Clean carpet</i>	<i>79.95</i>		<i>79.95</i>
<i>Remove + Reset ceiling tile</i>	<i>37.50</i>		<i>37.50</i>
<i>Cleanup debris removed</i>	<i>300-</i>		<i>300-</i>
<i>Additional Damage</i>			
<i>4 Trusses Rear Roof 4 @ 150</i>	<i>600</i>		<i>600</i>
<i>Additional sheathing + insulation</i>	<i>850</i>		<i>850</i>
<i>Drywall ceiling + texture</i>	<i>500</i>		<i>500</i>
LESS APPLICABLE DEDUCTIBLE(S)			

Agreed Price For Repair \$5000-

TOTAL CLAIM

5053.90
5000

3-1 [Signature]
I ACCEPT THE CLAIM LISTED ABOVE WHICH IS OFFERED BY THE COMPANY IN FULL SETTLEMENT FOR THE LOSS TO THE INSURED PROPERTY.

Christopher A. Corradini
INSURED

DATE

9/28/04

Janette Corradini
INSURED

DATE

9/28/04

Dave Travis
REPRESENTATIVE

DATE

9/28/04

IF OFFER ACCEPTABLE PLEASE SIGN AND RETURN ORIGINAL COPY

ANY PERSON KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING AND MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

MBR 14'10" x 12'8"

0010400532

R/R Ciel - Drywall C

R/R Ciel Moulding

No Ciel Lites

Bath rm - 9'2" x 5'

R/R Ciel - Drywall

R/R C Moulding

R/R walls - 8'4" H

R/Rest Toilet

toilet	Tub Shower	toilet has wash pan
	Sink Cabinet	

Hall - 3'2" x 4'10" x 8'6"

R/R C

R/Rest C Litter

R/R walls

R/R C Moulding

Kid Rm - 12'6" x 10'

S + PNT C

Kitchen - 13' x 13'

S + PNT C

1/2" slope
min

Roof - 32' x 60'

15' x 1.82 = 2730'

1920' x 1.82 = 3512.40

R/R Soffit - vinyl - 4.54 LF x 120 LF 544.80

R/R Fascia - alum - 298 LF x 120 LF 35760

R/R gutter - alum - 539 LF x 120 LF 64680

1504.80
325.33
1874.53

Frank's Floor Covering
20 W. Presqueisle St.
Philipsburg, PA 16866
(814)342-7344

This is an estimate for the residence of:
Janette and Chris Corradini
Lytle Road, Glenn Richey, PA
(814)236-3133

This estimate is for tear out and removal of existing damaged wall papered drywall installation and materials. The trim molding and painting of damaged ceilings due to water swelling and staining. This estimate is for comparable materials to what already exists and compatible with hard to find older building materials.

Paneling Materials, installation, and Removal
Painting Repairing Drywall and Installation of Molding
Total for this estimate is as follows \$2439.17

Any questions can be referred to the phone number provided above and ask for Steve.

Thank you

Steven Frank

Acceptance Signature



CHRISTOPHER A. CORRADINI
60-1676-313
JANETTE L. CORRADINI
814-236-3133
275 LYTTLE ROAD
GLEN RICHEY, PA 16837

Pay to the order of Steve Frank

\$ 2,440.00

Two thousand four hundred forty Dollars

CSB BANK
MAIN OFFICE
CURWENSVILLE, PA 16833

for House upstart

US \$2,440.00 JUL 04 009-000000402
02:49 #
JUL 04 2440.00
MP

#031316763# 02 0857 3M 5402 #0000244000#

CHECKS UNLIMITED™ • AN AMERICAN CELEBRATION OF LIFE
TO REUNION! 1.800.394.2244 • www.AmericanUnlimited.com

Security Features:
Front and Back.

Chester Family Trust

07-07-04 (02-020-00060)	Acct # 208573	Serial # 5402	\$2,440.00
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[illegible]

07-07-04 (02-020-00060)	Acct # 208573	Serial # 5402	\$2,440.00
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EXHIBIT "C"

COPY OF ORIGINAL

Item Count: 1

Amount Total: \$2,440.00

COPY OF ORIGINAL

J. Daly & Sons Contracting

814-236-3546

1499 Condon Rd

New Millport, PA 16861

"Fully Insured with over 20 years experience"

Name: Chris & Jan Corradini

Home Phone: 236-3133

Mailing Addr: _____

Day Phone: _____

Street Addr: _____

Best Time To Call: _____

City/St/Zip: _____

E Mail: _____

Description Of Work Agreed Upon:

- ① Remove old ceiling in Master Bedroom, replace with sheetrock finish ready for paint. (Textured spray).
- ② Repair ceiling in Kitchen/Kids bedroom, primer & paint).
- ③ Remove old material from bathroom ceiling & replace with sheetrock. Remove all damaged walls in bathroom, replace with sheetrock, primer, finish, ready for paint. (Sheetrock to be Greenboard).
- ④ Pull & Reset toilet, to make repairs to wall.
- ⑤ Replace all Trim, to areas that were repaired (Dinning/Kitchen/Kids bedroom/bathroom).
- ⑥ All old material will be cleaned up & removed from job site.

This estimate is for comparable materials to what already exists & compatible with hard to find older building material.

[Signature]
Salesperson Signature/Date

PACKAGE VALUE \$ _____

HOMEOWNER IS RESPONSIBLE FOR SECURING BUILDING PERMIT IN ADVANCE AT THEIR COST.
HOME OWNER IS RESPONSIBLE FOR ALL PAINTING and/or STAINING

You, the buyer, may cancel this transaction at any time prior to the third business day after the date of this transaction.

Contract Total \$ 2,440.00
Deposit Total \$ 220.00
Balance Due \$ 2,220.00

PAID
ACCEPTANCE OF PROPOSAL – The prices, specifications, and conditions of this agreement is hereby, read, understood, and accepted. J. Daly & Sons Contracting is authorized to do the work specified. Balance in full is to be paid at time of completion of job.

Customer Signature/Date

Janette L. Corradini
Customer Signature/Date

J. Daly & Sons Contracting

814-236-3546

1499 Condon Rd

New Millport, PA 16861

"Fully Insured with over 20 years experience"

Name: Chris & Jan Corradini

Home Phone: 236-3133

Mailing Addr: _____

Day Phone: _____

Street Addr: _____

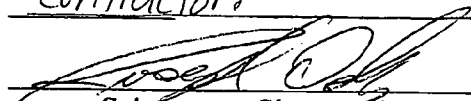
Best Time To Call: _____

City/St/Zip: _____

E Mail: _____

Description Of Work Agreed Upon:

- ① Remove french doors that were not installed correctly.
- ② Rebuild front wall of house, install header & frame properly & Resheet.
- ③ Install new support beam in Kitchen/Dinning Rm. Area. (minimum of 2x8 beams required) (old Contractor removed old support wall & installed insufficient support beam).
- ④ Re do electrical outlets, light switches, junction boxes. (no romex connectors used or outlet boxes not installed on old work). In dinning/bathroom/outside lights & live wire hanging out of the wall, now fixed to code.
- ⑤ Clean all old framework in house (liquid nails on all framework had to be removed).
- ⑥ Had to install 2 additional sq. of Roofing material to complete Roof. (Insurance company originally paid for 15 sq.)
- ⑦ To Remove appr. 3 tons. of Debris from last contractor.



Salesperson Signature/Date

PACKAGE VALUE \$ _____

HOMEOWNER IS RESPONSIBLE FOR SECURING BUILDING PERMIT IN ADVANCE AT THEIR COST.
HOME OWNER IS RESPONSIBLE FOR ALL PAINTING and/or STAINING

You, the buyer, may cancel this transaction at any time prior to the third business day after the date of this transaction.

Contract Total \$ 1,995.00
Deposit Total \$ 1,000.00
Balance Due \$ 995.00


ACCEPTANCE OF PROPOSAL – The prices, specifications, and conditions of this agreement is hereby, read, understood, and accepted. J. Daly & Sons Contracting is authorized to do the work specified. Balance in full is to be paid at time of completion of job.

Customer Signature/Date


Customer Signature/Date

Frank's Floor Covering
20 W. Presqueisle St.
Philipsburg, PA 16866
(814)342-7344

This is an estimate for the residence of:
Janette and Chris Corradine
Lytle Road, Glenn Richey, PA
(814)236-3133

This estimate is for tearoff and removal of existing 15 Square of ice damaged roofing materials. The soffit, fascia, and gutter was also damaged due to ice build up and will be added into the estimate for a total price.

Roofing Materials, Installation, and Removal	\$3750.00 3450.00
Soffit and Fascia Installation and Materials	\$1225.00
Gutter Removal and Replacement	\$521.52

Total for this estimate is as follows ~~\$5496.52~~ 5196.52

Any questions can be referred to the phone number provided above and ask for Steve.

Thank you

Steven Frank

*reduced in
agreement
w/ Contractor*

Acceptance Signature _____

3/15/04

J. Daly & Sons Contracting

814-236-3546

1499 Condon Rd

New Millport, PA 16861

"Fully Insured with over 20 years experience"

Name: Chris & Jan Corradini

Home Phone: 236-3133

Mailing Addr: _____

Day Phone: _____

Street Addr: _____

Best Time To Call: _____

City/St/Zip: _____

E Mail: _____

Description Of Work Agreed Upon:

- ① Remove all old Gutters on house.
- ② To remove old Roof 15 sq.
- ③ To install 1st 3f. of all outer edges of roof with ice shield.
- ④ Clean & prep and install under lamenent on remaining roof.
- ⑤ Some sheeting needed repaired or replaced.
- ⑥ Install 15 sq. of new shingles properly.
- ⑦ Remove all old soffit fascia & Replace with new, repair overhangs on house. (Install all new fascia Boards)
- ⑧ Install Gutters & Seal them Rain gutters needed all new hangers.
- ⑨ To clean up job site, remove all old material.


Salesperson Signature/Date

PACKAGE VALUE \$ _____

HOMEOWNER IS RESPONSIBLE FOR SECURING BUILDING PERMIT IN ADVANCE AT THEIR COST.
HOME OWNER IS RESPONSIBLE FOR ALL PAINTING and/or STAINING

You, the buyer, may cancel this transaction at any time
prior to the third business day after the date of this transaction.

Contract Total \$ 5,300.00
Deposit Total \$ 2,650.00
Balance Due \$ 2,650.00

ACCEPTANCE OF PROPOSAL – The prices, specifications, and conditions of this agreement is hereby, read, understood, and accepted. J. Daly & Sons Contracting is authorized to do the work specified. Balance in full is to be paid at time of completion of job.

Customer Signature/Date


Customer Signature/Date

EXHIBIT "G"

FRANK'S FLOOR COVERING

20 W. PRESQUISLE ST.
PHILIPSBURG, PA 16866

Phone# (814) 342-7344

Fax# (814)342-7368

Invoice

DATE	INVOICE #
8/3/04	248

BILL TO

Chris and Jan Corradini
Glenn Richey

P.O. NO.	TERMS	DUE DATE	PROJECT	INSTALLED
		8/3/04		

ITEM	SIZE/STYLE/COLOR	SQ/YDS	PRICE/SQYD	AMOUNT
CARPET	12 x 27/ Scrappy /	36	15.94	573.84T
Padding	36sq/yds	36	3.05722	110.06T
Installation	36 yds	36	4.03	145.08
			6.00%	41.03

Total

\$870.01

870.01

EXHIBIT "H"

John Fulk

CHRISTOPHER A. CORRADINI
JANETTE L. CORRADINI
 814-236-3133
 275 LYTLE ROAD
 GLEN RICHEY, PA 16837

60-1676-313 5257

DATE 3/6/04

PAY TO Steve Frank \$ 870.00

THE ORDER OF Eight Hundred seventy Dollars

CSB BANK
 MAIN OFFICE
 CURWENSVILLE, PA 16833

73 0 05-APR-04 004-000000401
 02:45 0203573
 870.00 CASH OUT 870.00

For Janette L. Corradini

⑆031316763⑆ 02 0857 5257 ⑆00000087000⑆

CHECKS ARE LIMITED TO 100 DOLLARS PER DAY. TO REORDER, CALL 800-944-4444.

04-06-04 (02-022-00110) Acct # 208573 Serial # 5257 \$870.00

ENCLOSURE

Steve Frank

22-673-046

DJS

APR-6 21

0202200110 001

⑆031316763⑆ CS

04-06-04

04-06-04 (02-022-00110) Acct # 208573 Serial # 5257 \$870.00

EXHIBIT "I"

COPY OF ORIGINAL

Item Count: 1 Amount Total: \$870.00

COPY OF ORIGINAL

JAMES A. NADDEO

ATTORNEY AT LAW

P.O. BOX 552

CLEARFIELD, PENNSYLVANIA 16830

Lap over margin

FILED

DEC 22 2004

William A. Shaw
Prothonotary/Clerk of Courts

William A. Shaw
Prothonotary

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

CHRISTOPHER A. CORRADINI *
and JANETTE L. CORRADINI, *
husband and wife, *

Plaintiffs, *

vs. *

No. 04 - 2012 - CD


STEVEN FRANK, t/d/b/a *
FRANK'S FLOOR COVERING, *
Defendant. *

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a true and correct copy of Notice of Default filed in the above-captioned action was served on the following person and in the following manner on the 19th day of January, 2005:

First-Class Mail, Postage Prepaid

Steven Frank
Frank's Floor Covering
20 West Presqueisle Street
Philipsburg, PA 16866


James A. Naddeo, Esquire
Attorney for Plaintiffs

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

Lap over margin

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION LAW

CHRISTOPHER A. CORRADINI,
and JANETTE L. CORRADINI,
husband and wife

vs.

STEVEN FRANK, t/d/b/a,
FRANK'S FLOOR COVERING,
Defendant

*
* No. 04-2012-CD
*
*
* TYPE OF CASE:
* Civil Action - Law
*
*
* TYPE OF PLEADING:
* Praecipe for Entry of
* Appearance
*
* FILED ON BEHALF OF:
* Defendant
*
*
*
* COUNSEL OF RECORD FOR
* THIS PARTY:
* David R. Thompson, Esquire
* Supreme Court I.D. No. 73053
* Attorney at Law
* P.O. Box 587
* 308 Walton Street, Suite 4
* Philipsburg PA 16866
* (814) 342-4100
*

FILED ^{6K}
03:02 PM NOV 24

JAN 24 2005

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CHRISTOPHER A. CORRADINI,
and JANETTE L. CORRADINI,
husband and wife,

Plaintiffs,

vs.

STEVEN FRANK, t/d/b/a,
FRANK'S FLOOR COVERING

Defendant

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No. 04-2012-CD

PRAECIPE FOR ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

Kindly enter my appearance in the above-captioned matter on behalf of the
Defendant **STEVEN FRANK, t/d/b/a, FRANK'S FLOOR COVERING.**

Respectfully submitted,


David R. Thompson, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL DIVISION - LAW

CHRISTOPHER A. CORRADINI
and JANETTE L. CORRADINI,
husband and wife,
Plaintiffs

vs.

STEVEN FRANK, t/d/b/a,
FRANK'S FLOOR COVERING,
Defendant

*
* No. 04-2012-CD
*
*
*
* TYPE OF CASE:
* Civil Action - Law
*
*
*

CERTIFICATE OF SERVICE

TO THE PROTHONOTARY:

I, DAVID R. THOMPSON, ESQUIRE, do hereby certify that I served a true and correct copy of **PRAECIPE FOR ENTRY OF APPEARANCE**, in the above captioned matter on the following by Prepaid, First Class, United States Mail:

James A. Naddeo, Esquire
207 E. Market Street
P.O. Box 552
Clearfield, PA 16830

DATE: 1-20-05

BY: 
David R. Thompson, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100082
NO: 04-2012-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: CHRISTOPHER A. CORRADINI
vs.
DEFENDANT: STEVEN FRANK t/d/b/a FRANK'S FLOOR COVERING

SHERIFF RETURN

NOW, December 28, 2004 AT 2:57 PM SERVED THE WITHIN COMPLAINT ON STEVEN FRANK t/d/b/a FRANK'S FLOOR COVERING DEFENDANT AT HOME: 303 REIGHARD ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO NANETTE FRANK, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING / HUNTER

FILED
9/10:19/04
JAN 26 2005

William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	NADDEO	16813	10.00
SHERIFF HAWKINS	NADDEO	16812	20.37

Sworn to Before Me This

_____ Day of _____ 2005

So Answers,

Chester A. Hawkins
by Maury Hamer

Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION - LAW

CHRISTOPHER A. CORRADINI,
and **JANETTE L. CORRADINI,**
husband and wife

Plaintiffs

VS.

**STEVEN FRANK, t/d/b/a,
FRANK'S FLOOR COVERING,
Defendant**

No. 04-2012-CD

TYPE OF CASE:
Civil Matter

TYPE OF PLEADING:
Answer to Complaint
Containing New Matter

FILED ON BEHALF OF:
Defendant

**COUNSEL OF RECORD FOR
THIS PARTY:**
David R. Thompson, Esq.
Attorney at Law
Supreme Court I.D. 73053
P.O. Box 587
308 Walton Street, Suite 4
Philipsburg PA 16866
(814) 342-4100

FILED

6K 0 12:51 BA dict to atty
FEB 25 2005

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

CHRISTOPHER A. CORRADINI,
and JANETTE L. CORRADINI,
husband and wife

Plaintiffs

vs.

STEVEN FRANK, t/d/b/a,
FRANK'S FLOOR COVERING,
Defendant

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No. 04-2012-CD

NOTICE TO PLEAD

TO Christopher A. And Janette L. Corradini
c/o James A. Naddeo, Esquire
207 East Market Street
P.O. Box 552
Clearfield, PA 16830

You are hereby notified to file a written response to the enclosed Answer to
Complaint Containing New Matter within twenty (20) days from service hereof.

By:


David R. Thompson, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION - LAW

CHRISTOPHER A. CORRADINI
and JANETTE L. CORRADINI,
husband and wife

Plaintiffs

vs.

STEVEN FRANK, t/d/b/a
FRANK'S FLOOR COVERING,
Defendant

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No. 04-2012-CD

***ANSWER TO COMPLAINT
CONTAINING NEW MATTER***

AND NOW, comes the Defendant, Steven Frank, t/d/b/a Frank's Floor Covering by and through their attorney, David R. Thompson, Esquire and files the following Answer to Plaintiffs' Complaint:

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.
5. Admitted.
6. Admitted.
7. Admitted.

8. Admitted in part and denied in part. It is admitted that the Defendant provided an estimated to complete repairs to Plaintiffs' home as stated in Exhibit B attached to

Plaintiffs complaint. It is specifically denied that said estimate was to complete all repairs contained in Plaintiffs Exhibit A.

9. Admitted in part and denied in part. It is admitted that the Plaintiffs paid Defendant by check in the amount of \$2,440.00 for repairs completed at Plaintiffs' home. It is specifically denied that said check was to pay for all repairs identified in Plaintiffs' Exhibit A.

10. Admitted in part and denied in part. It is admitted that Defendant completed partial repairs in accordance with his estimate attached as Plaintiffs Exhibit B. It is denied that it was through any fault of his own that he was not able to complete said repairs in accordance with said estimate for the reasons more fully stated in new matter herein.

11. Paragraph 11 is denied, and strict proof is demanded at trial.

12. Admitted in part and denied in part. It is admitted that the Defendant did not complete all the repairs in accordance with his estimate. It is denied it was any fault of his own that the same were not completed as more fully stated in new matter contained herein.

13. Paragraph 13 is specifically denied. By way of further pleading, not only have Plaintiffs not requested Defendant to complete the work, but Plaintiffs have not even given Defendant the opportunity to complete the work.

14. Denied. It is denied that Defendant has refused to complete repairs contained in his estimate attached to Plaintiffs' complaint as Exhibit B. More specifically, Plaintiffs did not notify, would not allow, and did not give Defendant the opportunity to complete said repairs. As to whether or not Plaintiffs were required to obtain the services of another

contractor, Defendant is without information sufficient to form a belief as to the truth or falsity of the matter. The same is therefore denied, and strict proof is demanded at the time of trial. It is specifically denied that there were any defects with the partial repairs made by Defendant.

15. Denied. After reasonable investigation Defendant is without information sufficient to form a belief as to the truth or falsity of the averment. The same is therefore denied and strict proof is demanded at the time of trial.

16. Denied. As to what work was performed by said contractor, Defendant is without information sufficient to form a belief as to the truth or falsity of the averment. The same is therefore denied and strict proof is demanded at the time of trial. It is specifically denied that the Defendant performed any work for the Plaintiffs' in a defective manner.

WHEREFORE, Defendant respectfully requests this Honorable Court to enter judgment in his favor and against Plaintiffs, dismissing Plaintiffs' Complaint with prejudice.

COUNT II

17. No response is necessary.

18. Admitted.

19. Admitted.

20. Admitted.

21. Paragraphs A through F are specifically denied, and strict proof is demanded at trial.

22. Denied. As to whether or not the Plaintiffs were required to incur services of

another contractor, after reasonable investigation, Defendant is without information sufficient to form a belief as to the truth or falsity of the averment. The same is therefore denied and strict proof is demanded at the time of trial. It is specifically denied that the Defendant performed any work in an defective manner.

WHEREFORE, Defendant respectfully requests this Honorable Court to enter judgment in his favor and against the Plaintiffs, dismissing Plaintiffs' Complaint with prejudice.

COUNT III

23. Admitted.

24. Admitted.

25. Admitted.

26. Specifically denied. It is specifically denied that the Plaintiffs have even requested that the Defendant deliver said carpeting or install the same.

WHEREFORE, Defendant respectfully requests this Honorable Court to enter judgment in his favor and against the Plaintiffs, dismissing Plaintiffs' Complaint with prejudice.

NEW MATTER

Paragraphs 1 through 26 of Defendant's Answer are incorporated by reference as though the same were set forth at length herein.

27. Plaintiffs have failed to allow Defendant to complete his work under his estimates.

28. The fact that any work remained incomplete by Defendant is due to the

exclusive fault of the Plaintiffs.

29. Defendant remained ready, willing and able to complete the work contained in his estimate but was unable due to Plaintiffs' request that he not complete the same.

30. Defendant was never given any opportunity to review any of Plaintiffs' complaints of his work, and in fact, was never even notified of a complaint.

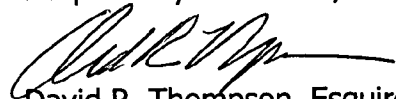
31. Defendant was not given the opportunity to repair any alleged defects, nor was he notified of any.

32. Defendant is in possession of the carpeting alleged in Paragraph 23 of the Complaint, but as of receipt of the same, was never requested to deliver, install or release the same. By way of further pleading, Defendant was ordered off Plaintiffs' premises.

33. Defendant pleads the Doctrine of Unclean Hands.

WHEREFORE, Defendant respectfully request this Honorable Court to enter judgment in his favor and against Plaintiffs, dismissing the Complaint with prejudice, and any other relief the Court deems appropriate.

Respectfully submitted,

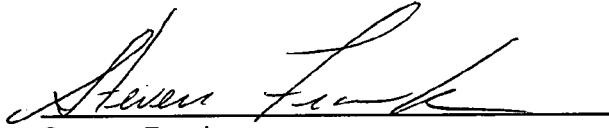
A handwritten signature in black ink, appearing to read "D. R. Thompson", with a long horizontal flourish extending to the right.

David R. Thompson, Esquire
Attorney for Defendants

VERIFICATION

I certify that the facts set forth in the foregoing **ANSWER TO COMPLAINT CONTAINING NEW MATTER** are true and correct to the best of my knowledge, information and belief. This verification is made subject to the penalties of 18 Pa. C. S. § 4904, relating to unsworn falsification to authorities.

Dated: 02/23/05


Steven Frank

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL DIVISION - LAW

CHRISTOPHER A. CORRADINI
AND JANETTE L. CORRADINI,
his wife,

Plaintiff

vs.

STEVEN FRANK t/d/b/a FRANK'S
FLOOR COVERING,

Defendant

No. 04-2012-CD

TYPE OF CASE:
Civil Division - Law

TYPE OF PLEADING:
Certificate of Service

FILED ON BEHALF OF:
Plaintiff

COUNSEL OF RECORD FOR
THIS PARTY:
David R. Thompson, Esquire
Attorney at Law
Supreme Court 73053
P.O. Box 587
308 Walton Street, Suite 4
Philipsburg PA 16866
(814) 342-4100

FILED
9/3/10/BL
MAR 10 2005

William A. Snow
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL DIVISION - LAW

CHRISTOPHER A. CORRADINI
AND JANETTE L. CORRADINI,
his wife,

Plaintiff

vs.

STEVEN FRANK t/d/b/a FRANK'S
FLOOR COVERING,

Defendant

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No. 04-2012-CD

CERTIFICATE OF SERVICE

TO THE PROTHONOTARY:

I, **DAVID R. THOMPSON, ESQUIRE**, do hereby certify that I served a true and correct copy of the **ANSWER TO COMPLAINT CONTAINING NEW MATTER**, in the above captioned matter by depositing the same in the U.S. First Class Mail, postage prepaid, addressed as follows:

James A. Naddeo, Esquire
PO Box 552
Clearfield PA 16830

DATE: February 25, 2005

BY:


David R. Thompson, Esquire

William A. Shaw
Prothonotary-Clerk of Courts

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

CHRISTOPHER A. CORRADINI *
and JANETTE L. CORRADINI, *
husband and wife, *

Plaintiffs, *

vs. *

No. 04 - 2012 - CD

STEVEN FRANK, t/d/b/a *
FRANK'S FLOOR COVERING, *
Defendant. *

ANSWER TO NEW MATTER

NOW COME the Plaintiffs, Christopher A. Corradini and Janette L. Corradini, and by their attorney, James A. Naddeo, Esquire, set forth the following:

27. Denied. On the contrary it is alleged that Plaintiffs made repeated demands upon Defendant to complete the work identified in Exhibit "B" of Plaintiffs' Complaint and further demanded that Defendant either install the carpet purchased from Defendant by Plaintiffs or alternatively relinquish the carpet so that it could be installed by another party. In further answer thereto it is alleged that Plaintiffs' demands became so vexatious to Defendant that he contacted both the Lawrence Township and Clearfield Borough Police Departments alleging that he was being harassed by Plaintiffs.

28. Denied. In further answer thereto, Plaintiffs incorporate their answer to Paragraph 27 by reference and make it a part hereof.

29. Denied. In further answer thereto, Plaintiffs incorporate their answer to Paragraph 27 by reference and make it a part hereof.

30. Denied. In further answer thereto, Plaintiffs incorporate their answer to Paragraph 27 by reference and make it a part hereof.

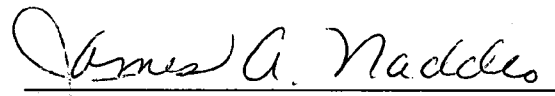
31. Denied. In further answer thereto, Plaintiffs incorporate their answer to Paragraph 27 by reference and make it a part hereof.

32. Denied. In further answer thereto, Plaintiffs incorporate their answer to Paragraph 27 by reference and make it a part hereof.

33. States a conclusion of law to which no answer is required.

WHEREFORE, Plaintiffs demand judgment as set forth in their Complaint.

Respectfully submitted,


James A. Naddeo, Esquire
Attorney for Plaintiffs

COUNTY OF CLEARFIELD)

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

Christopher A. Corradini
Christopher A. Corradini

SWORN and SUBSCRIBED before me this 11th day of March, 2005.

Jennifer L. Royer

Notarial Seal
Jennifer L. Royer, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires May 17, 2007

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

CHRISTOPHER A. CORRADINI *
and JANETTE L. CORRADINI, *
husband and wife, *
 *
 Plaintiffs, *

vs.

No. 04 - 2012 - CD

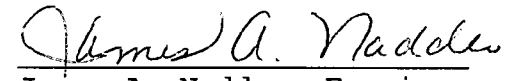
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STEVEN FRANK, t/d/b/a *
FRANK'S FLOOR COVERING, *
 Defendant. *

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a true and certified copy of Answer to New Matter filed in the above-captioned action was served on the following person and in the following manner on the 11th day of March, 2005:

First-Class Mail, Postage Prepaid

David R. Thompson, Esquire
P.O. Box 587
308 Walton St., Suite 4
Philipsburg, PA 16866


James A. Naddeo, Esquire
Attorney for Plaintiffs

FILED

MAR 11 2005

William A. Shoop
Prothonotary Clerk of Courts

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

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 William A. Shaw *Amy pd-20.00*
 Notary Public/Clerk of Courts *@*

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

CERTIFICATE OF READINESS

TO THE PROTHONOTARY

DATE PRESENTED

CASE NUMBER TYPE TRIAL REQUESTED ESTIMATED TRIAL TIME

Date Complaint () Jury () Non-Jury
Filed: 12/22/04 (x) Arbitration

3/4 to 1 days/~~hours~~

CHRISTOPHER A. AND JANETTE L. CORRADINI

PLAINTIFF(S)

STEVEN FRANK, t/d/b/a ()

Check block if a Minor
is a Party to the Case

DEFENDANT(S)
FRANK'S FLOOR COVERING

ADDITIONAL DEFENDANT(S)

JURY DEMAND FILED BY:

DATE JURY DEMAND FILED:

AMOUNT AT ISSUE CONSOLIDATION DATE CONSOLIDATION ORDERED

\$9,735.00
More than

&

() yes () no

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:

James A. Naddeo, Esquire

814-765-1601

FOR THE PLAINTIFF

TELEPHONE NUMBER

David R. Thompson, Esquire

814-342-4100

FOR THE DEFENDANT

TELEPHONE NUMBER

FOR ADDITIONAL DEFENDANT

TELEPHONE NUMBER

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

CHRISTOPHER A. CORRADINI
and JANETTE L. CORRADINI,
husband and wife,

Plaintiffs,

vs.

STEVEN FRANK, t/d/b/a
FRANK'S FLOOR COVERING,
Defendant.

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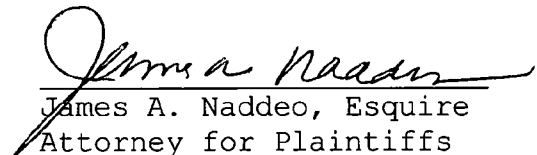
No. 04 - 2012 - CD

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a true and certified copy of Certificate of Readiness filed in the above-captioned action was served on the following person and in the following manner on the 2nd day of June, 2005:

First-Class Mail, Postage Prepaid

David R. Thompson, Esquire
P.O. Box 587
308 Walton St., Suite 4
Philipsburg, PA 16866


James A. Naddeo, Esquire
Attorney for Plaintiffs

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

CHRISTOPHER A. CORRADINI and :
JANETTA L. CORRADINI :

vs. :

STEVEN FRANK, t/d/b/a FRANK'S :
FLOOR COVERING :

No. 04-2012-CD

FILED

JUL 08 2005

019:35/4

William A. Steyer
Prothonotary/Clerk of Courts

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ORDER

NOW, this 8th day of July, 2005, it is the ORDER of the Court that the
above-captioned matter is scheduled for Arbitration on **Tuesday, September 20, 2005 at**
9:00 A.M. The following have been appointed as Arbitrators:

Richard H. Milgrub, Esquire, Chairman

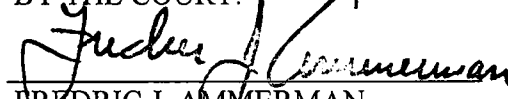
Ann B. Wood, Esquire

Gary A. Knaresboro, Esquire

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

Please report to Hearing Room No. 3, 2nd Floor, Clearfield County Courthouse,
Clearfield, PA.

BY THE COURT:


FREDRIC J. AMMERMAN
President Judge

CIVIL DIVISION - LAW

Defendant

**COUNSEL OF RECORD FOR
THIS PARTY:**
David R. Thompson, Esq.
Attorney at Law
Supreme Court I.D. 73053
P.O. Box 587
308 Walton Street, Suite 4
Philipsburg PA 16866
(814) 342-4100

FILED 2cc
JUL 12 2005 Ashy Thompson

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION-LAW

CHRISTOPHER A. CORRADINI and
JANETTE L. CORRADINI,
husband and wife,
Plaintiff

vs.

STEVEN FRANK, t/d/b/a
FRANK'S FLOOR COVERING,
Defendant

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* No. 04-2012-CD
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CERTIFICATE OF SERVICE

I, DAVID R. THOMPSON, Esquire, do hereby certify that I served a true and correct copy of the NOTICE OF DEPOSITION of Christopher A. Corradini and Janette L. Corradini in the above captioned matter on the following by placing the same in the United States mail, postage pre-paid, and addressed as follows:

Christopher A. Corradini
Janette L. Corradini
c/o James A. Naddeo
Attorney at Law
207 East Market Street
P.O. Box 552
Clearfield, PA 16830

Steven Frank
Frank's Floor Covering
20 W. Presqueisle Street
Philipsburg, PA 16866

DATED: 7-8-05

BY: 
David R. Thompson, Esq.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION - LAW

CHRISTOPHER A. CORRADINI and,
JANETTE L. CORRADINI,
husband and wife,

Plaintiffs

VS.

STEVEN FRANK, t/d/b/a,
FRANK'S FLOOR COVERING,

Defendant

[illegible]

No. 04-2012-CD

TYPE OF CASE:
Civil Matter

TYPE OF PLEADING:
Notice of Taking Deposition

FILED ON BEHALF OF:
Defendant

**COUNSEL OF RECORD FOR
THIS PARTY:**

David R. Thompson, Esq.
Attorney at Law
Supreme Court I.D. 73053
P.O. Box 587
308 Walton Street, Suite 4
Philipsburg PA 16866
(814) 342-4100

FILED
8/2/14
JUL 12 2005
B/CC
Aly Thompson
(68)

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION-LAW

CHRISTOPHER A. CORRADINI and
JANETTE L. CORRADINI,
husband and wife,

Plaintiff

vs.

STEVEN FRANK, t/d/b/a
FRANK'S FLOOR COVERING,

Defendant

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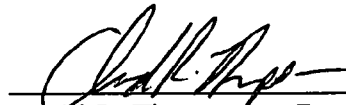
No. 04-2012-CD

NOTICE OF TAKING DEPOSITION

TO: Christopher A. Corradini and Janette L. Corradini
c/o James A. Naddeo
Attorney at Law
207 East Market Street
P.O. Box 552
Clearfield, Pennsylvania, 16830

You are hereby notified that the Defendant intends to take the Deposition of Christopher A. Corradini and Janette L. Corradini, on the 3rd day of August, 2005, at ten o'clock (10:00 a.m.), at the office of James A. Naddeo, 207 East Market Street, Clearfield, Pennsylvania, 16830. The deposition is being held pursuant to the Pennsylvania Rules of Civil Procedure and will substantially aid in the preparation of the matter for trial.

DATED: 7-8-05



David R. Thompson, Esquire
Attorney for Plaintiff

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

CHRISTOPHER A. CORRADINI
And JANETTE L. CORRADINI,
Plaintiffs,

vs.

STEVEN FRANK, t/d/b/a
FRANK'S FLOOR COVERING,
Defendant.

No. 04 - 2012 - CD

Type of Pleading:

CERTIFICATE OF SERVICE

Filed on behalf of:
Plaintiffs

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 2cc
013:4134
JUL 14 2005
Any

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CENTRE COUNTY, PENNSLVANIA
CIVIL DIVISION

CHRISTOPHER A. CORRADINI
and JANETTE L. CORRADINI,
husband and wife,
Plaintiffs,

vs.

STEVEN FRANK, t/d/b/a
FRANK'S FLOOR COVERING,
Defendant.

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No. 04 - 2012 - CD


CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, Attorney for Plaintiffs, Christopher A. Corradini and Janette L. Corradini, do hereby certify that a true and correct copy of Notice of Deposition of Steven Frank in the above matter was served by first-class mail, postage prepaid, upon the following:

David R. Thompson, Esquire
308 Walton Street, Suite 4
P. O. Box 587
Philipsburg, PA 16866

ASAP Court Reporting
PO Box 345
Edensburg, PA 15931-0345

Said Notice of Deposition was mailed this 14th day
of July, 2005.


James A. Naddeo, Esquire
Attorney for Plaintiffs

CIVIL DIVISION - LAW

David R. Thompson, Esq.
Attorney at Law
Supreme Court I.D. 73053
P.O. Box 587
308 Walton Street, Suite 4
Philipsburg PA 16866
(814) 342-4100

FILED

SEP 15 2005

0/12:10/2
William A. Shaw
Prothonotary
1 Cent to Atty.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION - LAW

CHRISTOPHER A. CORRADINI and,
JANETTE L. CORRADINI, husband and wife,

Plaintiffs

vs.

STEVEN M. FRANK, t/d/b/a
FRANK'S FLOOR COVERING

Defendant

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No. 05-989-CD

CERTIFICATE OF SERVICE

TO THE PROTHONOTARY:

I, **DAVID R. THOMPSON, ESQUIRE**, do hereby certify that I served a true and correct copy of the **Pre-Trial Statement** in the above captioned matter by depositing the same in the U.S. First Class Mail, postage prepaid, addressed as follows:

James A. Naddeo, Esquire
P.O. Box 552
Clearfield, PA 16830

Richard H. Milgrub, Esquire
211 North 2nd Street
Clearfield, PA 16830

Ann B. Wood, Esquire
BELL, SILBERBLATT & WOOD
318 East Locust Street
Clearfield, PA 16830

Gary Knaresboro, Esquire
SOBEL, COLLINS & KNARESBORO
218 South Second Street
Clearfield, PA 16830

DATE: September 12, 2005

BY: 
David R. Thompson, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL ACTION - LAW

CHRISTOPHER A. CORRADINI and	*	
JANETTE L. CORRADINI, husband	*	
and wife	*	No. 04-2012-CD
	*	
Plaintiffs	*	
	*	
vs.	*	
	*	
STEVEN M. FRANK, t/d/b/a	*	
FRANK'S FLOOR COVERING,	*	
	*	
Defendant	*	

PRE-TRIAL STATEMENT

AND NOW, comes the Defendant, Steven M. Frank, by and through his Attorney, David R. Thompson, Esquire and files the following Pre-Trial Statement:

I. STATEMENT OF CASE

On or about December 22, 2004, Plaintiff filed a Complaint to the above-captioned against Steven M. Frank t/d/b/a Frank's Floor Covering alleging two counts based upon a Breach of Contract action. On or about February 25, 2005, the Defendant filed an Answer Containing New Matter to the Complaint. On or about October 21, 1997, the Plaintiff filed a Reply to New Matter which also contained New Matter. On or about March 11, 2005, Defendant replied to Plaintiff's New Matter. Depositions were held taking testimony of Christopher Alan Corradini and Steven Matthew Frank on August 3, 2005 at Attorney James Naddeo's Office. As of that, the pleadings are closed.

II. STATEMENT OF FACTS

COUNT I

On or about February 10, 2004, Plaintiffs' residence suffered water damage. Repair specifications were provided to Plaintiff by an insurance adjuster from Everett Cash Mutual. Plaintiff is alleging that he provided Defendant with a copy of the said specifications and that Defendant provided an estimate for the completion of the repairs in the amount of \$2,439.17. Plaintiff further alleges that on or about July 1, 2004 they provided Defendant with a check in the amount of \$2,440.00 for Defendant to begin and finish the repairs. Plaintiff then alleges that Defendant commenced working on the repairs but never completed the list and that some of the items completed were defective.

Plaintiffs purport that they requested Defendant to return to complete and repair the work as set forth in the estimate, but the Defendant failed and refused to complete said repairs. Defendant disputes this.

Defendant herein admits that he did not complete all repairs with respect to his estimate. Defendant alleges that he completed additional work requested by Plaintiffs. He remained willing to complete said work, but that when contacted by Plaintiffs with regard to the matter, Plaintiffs requested that he not come back to complete the repairs. Defendant further states that Plaintiffs did not make repeated attempts to contact him, and that despite his effort to rectify the issues, Plaintiffs refused to have him return.

COUNT II

On or about February 10, 2004, Plaintiffs' residence suffered water damage

to the exterior of their home as well. In an addition to the interior repairs, Defendant provided an estimate for the completion of the exterior repairs in the amount of \$5,196.52. Plaintiff alleges that Defendant completed the repairs, but that the work was defective.

Defendant maintains that all the work completed was in a professional and workmanlike manner, and further, that Plaintiffs never attempted to contact him with regard to any defects.

COUNT III

Plaintiff obtained the services of the Defendant for the purchase and installation of carpeting in their home. Said purchase was unrelated to any water damages. Plaintiff provided Defendant with a check in the amount of \$870.01 for said product and services. Plaintiff alleges that Defendant failed to deliver the carpeting to them and they had to purchase carpeting from another supplier. Defendant maintains that he does have the carpeting purchased by the Plaintiff, but that Plaintiff never requested Defendant to deliver, install or release the carpeting to them. As stated to Defendants, they can have the carpet.

III. APPLICABLE STATUTES

Basic Principles of Contract Law

IV. WITNESSES

1. Steven M. Frank - 1815 Dorey Street, Clearfield, PA 16830
2. Nanette Frank - 1815 Dorey Street, Clearfield PA 16830
2. Joseph Daly - New Millport, Pennsylvania
3. Doug Hess - Clearfield, Pennsylvania
4. Russell Baughman - Clearfield, Pennsylvania

5. Gary Clark - Clearfield, Pennsylvania
6. John A. Frank - Philipsburg, Pennsylvania
7. Joseph Scribe, Clearfield, Pennsylvania
8. Plaintiffs
9. Any witnesses listed in Plaintiffs' Pre-Trial Statement

V. STATEMENT OF DAMAGES

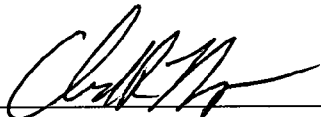
The Plaintiff is claiming damages in the total amount of \$10,605.01, plus interest. Defendant respectfully requests that the claims be dismissed and that no damages be awarded.

VI. EXHIBITS

- A. Contract Documents
- B. Exhibits to the Pleadings
- C. Any documents and/or exhibits listed in Plaintiffs' Pre-Trial Statement

Respectfully submitted,

DATE: 9-12-05



David R. Thompson, Esquire
Attorney for Defendant



DAVID R. THOMPSON
ATTORNEY AT LAW

P.O. Box 587
308 Walton Street, Ste. 4
Philipsburg, PA 16866
Phone: 814-342-4100 Fax: 814-342-7081
e-mail: drtlaw@hotmail.com

September 12, 2005

RECEIVED

SEP 13 2005

COURT ADMINISTRATOR'S
OFFICE

COURT ADMINISTRATOR
Clearfield County Courthouse
230 East Market Street, Suite 228
Clearfield, PA 16830

RE: Christopher A. Corradini and Janetta L. Corradini
vs.
Steven Frank t/d/b/a Frank's Floor Covering
No. 04-2012-CD

To Whom It May Concern:

Enclosed herein please find the original Pre-Trial Statement regarding the above referenced matter. Please be advised that I have forwarded copies to the opposing counsel and to each member of the Board of Arbitrators.

Should you have any questions or wish to discuss this matter, please feel free to contact me.

Very truly yours,

David R. Thompson, Esquire

DRT:jku
Enclosure

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

CHRISTOPHER A. CORRADINI
and JANETTE L. CORRADINI,
husband and wife,

Plaintiffs,

vs.

STEVEN FRANK, t/d/b/a
FRANK'S FLOOR COVERING,
Defendant.

No. 04 - 2012 - CD

Type of Pleading:

PRAECIPE TO SETTLE
AND DISCONTINUE

Filed on behalf of:
Plaintiffs

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 No CC
13:40 Certificate of
NOV 16 2005 Disc. to Amy Naddeo
William A. Shaw Copy to CIA
Prothonotary/Clerk of Courts

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

CHRISTOPHER A. CORRADINI
and JANETTE L. CORRADINI,
husband and wife,
Plaintiffs,

vs.

STEVEN FRANK, t/d/b/a
FRANK'S FLOOR COVERING,
Defendant.

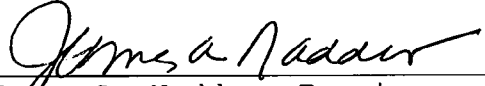
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No. 04 - 2012 - CD

PRAECIPE TO SETTLE AND DISCONTINUE

TO THE PROTHONOTARY:

Please mark the above-captioned case settled and
discontinued.



James A. Naddeo, Esquire
Attorney for Plaintiffs

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

CHRISTOPHER A. CORRADINI *
and JANETTE L. CORRADINI, *
husband and wife, *

Plaintiffs, *

vs. *

No. 04 - 2012 - CD

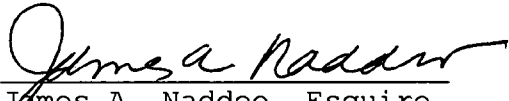
STEVEN FRANK, t/d/b/a *
FRANK'S FLOOR COVERING, *
Defendant. *

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a true and certified copy of Praecept to Settle and Discontinue filed in the above-captioned action was served on the following person and in the following manner on the 16th day of November, 2005:


First-Class Mail, Postage Prepaid

David R. Thompson, Esquire
P.O. Box 587
308 Walton St., Suite 4
Philipsburg, PA 16866


James A. Naddeo, Esquire
Attorney for Plaintiffs

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

 COPY

Christopher Corradini
Janette L. Corradini

Vs.

No. 2004-02012-CD

Steven Frank
Frank's Floor Covering

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 November 16, 2005, marked:

Settled and Discontinued

Record costs in the sum of \$105.00 have been paid in full by James A. Naddeo, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 16th day of November A.D. 2005.

William A. Shaw, Prothonotary