

05-244-CD

Travelers et al vs. D. Altman et al

DAVID F. ALTMAN, et al.

Travelers Indemnity et al v David Altman et al
2005-244-CD

Date: 8/16/2006

Clearfield County Court of Common Pleas

User: LMILLER

Time: 11:16 AM

ROA Report

Page 1 of 2

Case: 2005-00244-CD

Current Judge: Paul E. Cherry

Travelers Indemnity Company, Ronald Lewis Collins, Gloria Ann Collins vs. David F. Altman, Gary Bowman

Civil Other

| Date | | Judge |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| 2/22/2005 | New Case Filed. | No Judge |
| | Filing: Civil Complaint Paid by: Francis R. Gartner, Esq. Receipt number: 1896016 Dated: 02/22/2005 Amount: \$85.00 (Check) 2 CC to Shff. | No Judge |
| 3/18/2005 | Entry of Appearance And Demand For Jury Trial, on behalf of Defendant David F. Altman d/b/a Reeds Chimney Cleaning, filed by s/ Dennis J. Stofko, Esquire. No CC | No Judge |
| 3/28/2005 | Sheriff Return, Papers served on Defendant(s). So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm \$58.00 Sheriff Hawkins paid by Attorney \$27.29 Jefferson Co. paid by Attorney | No Judge |
| 3/29/2005 | Answer, New Matter and New Matter Under 2252 (d), filed by s/Dennis J. Stofko, Esq. No CC | No Judge |
| 4/4/2005 | Entry of Appearance, on behalf of Defendant Gary Bowman, d/b/a Bowman Masonry, filed by s/ Troy J. Harper, Esquire. | No Judge |
| 4/11/2005 | Answer New Matter, and New Matter Pursuant to Pa.R.C.P. 2252(d) filed. By s/Troy J. Harper, Esquire. No CC | No Judge |
| | Reply To New Matter, filed by s/ Troy J. Harper, Esquire. No CC | No Judge |
| 4/14/2005 | Response To Defendant's New Matter Under 2252(d), filed by s/ Patrick J. Moran, Esquire. no CC | No Judge |
| 4/19/2005 | Altman's Reply To New Matter Under 2252(d), filed by s/ Dennis J. Stofko, Esquire. No CC | No Judge |
| 5/2/2005 | Plaintiff's Reply to New Matter of Defendant Gary Bowman, d/b/a Bowman Masonry. Filed by s/ Patrick J. Moran, Esquire. 1CC to Atty | No Judge |
| 8/12/2005 | Filing: Praeipce/List For Arbitration Paid by: Gartner & Associates Receipt number: 1906523 Dated: 08/12/2005 Amount: \$20.00 (Check) 1 Cert. to Atty. and copy to C/A | No Judge |
| 2/28/2006 | Order, NOW, this 27th day of Feb., 2006 it is the Order that the above captioned matter is scheduled for Arbitration on Thursday, April 13, 2006 at 1:00 p.m. in the Conference/Hearing Room no. 3. The following have been appointed as Arbitrators: John A. Ayres, Jr., Chairman Mark A. Falvo, Esquire Courtney L. Kubista, Esquire. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 7CC C/A | Fredric Joseph Ammerman |
| 3/2/2006 | Amended Order, NOW, this 1st day of March, 2006, Ordered that the above-captioned matter is scheduled for Arbitration on Thursday, April 13, 2006 at 1:00 p.m. in the Conference/Hearing Room No. 3. The following have been appointed as Arbitrators: John A. Ayres, Jr., Chairman Mark A. Falvo, Esquire David R. Thompson, Esquire. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 7CC C/A | Fredric Joseph Ammerman |

Date: 07/06/2006
Time: 12:06 PM
Page 4 of 41

Clearfield County Court of Common Pleas
Fees Distribution Report
CT COMMON PLEAS, Prothonotary CT Location Only
All Case Types
From 06/01/2006 08:00 AM to 06/30/2006 06:00 PM
Sorted by Fee Distribution Type and Effective Date

User: LMILLER

| Fee Type: | FILING | Effective Date: | 05/09/2006 | Agreement or Writ of Revival - Number of fees collected: 7 | Receipt Number | Proth Co Fees | Dept Rev Proth Tax | Receipt Total |
|----------------------|--------------------------------------------------------|-----------------|------------|------------------------------------------------------------|---------------------|---------------|--------------------|---------------|
| 06/28/2006 | 09:42 AM | 1914457 | 19.50 | .50 | Case: 1996-00859-CD | | | 20.00 |
| | Payor: Kasubick, Girard (attorney for Kawa, Sholah R.) | | | | | | | |
| 06/28/2006 | 09:49 AM | 1914458 | 19.50 | .50 | Case: 1996-00858-CD | | | 20.00 |
| | Payor: Kasubick, Girard (attorney for Smith, Cathy J.) | | | | | | | |
| 06/28/2006 | 02:56 PM | 1914473 | 19.50 | .50 | Case: 2001-01320-CD | | | 20.00 |
| | Payor: Commonwealth of Pennsylvania (plaintiff) | | | | | | | |
| 06/28/2006 | 02:58 PM | 1914474 | 19.50 | .50 | Case: 1996-01373-CD | | | 20.00 |
| | Payor: Commonwealth of Pennsylvania (plaintiff) | | | | | | | |
| 06/28/2006 | 02:59 PM | 1914475 | 19.50 | .50 | Case: 1996-01377-CD | | | 20.00 |
| | Payor: Commonwealth of Pennsylvania (plaintiff) | | | | | | | |
| 06/28/2006 | 03:00 PM | 1914476 | 19.50 | .50 | Case: 1997-00118-CD | | | 20.00 |
| | Payor: Commonwealth of Pennsylvania (plaintiff) | | | | | | | |
| 06/28/2006 | 03:02 PM | 1914477 | 19.50 | .50 | Case: 1997-00652-CD | | | 20.00 |
| | Payor: Commonwealth of Pennsylvania (plaintiff) | | | | | | | |
| Distribution totals: | | | 136.50 | 3.50 | | | | 140.00 |

| Receipt Date | Receipt Number | Proth Co Fees | Receipt Total |
|----------------------|------------------------------------------------------------|---------------|---------------|
| 06/16/2006 | 03:31 PM | 1914330 | 45.00 |
| | Payor: Cherry, Toni M. (attorney for Allenbaugh, Nancy L.) | | |
| 06/27/2006 | 04:03 PM | 1914450 | 45.00 |
| | Payor: Helzel, Lea Ann (attorney for Spadaro, Gary) | | |
| Distribution totals: | | | 90.00 |

Date: 8/16/2006

Clearfield County Court of Common Pleas

User: LMILLER

Time: 11:16 AM

ROA Report

Page 2 of 2

Case: 2005-00244-CD

Current Judge: Paul E. Cherry

Travelers Indemnity Company, Ronald Lewis Collins, Gloria Ann Collins vs. David F. Altman, Gary Bowman

Civil Other

| Date | | Judge |
|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| 4/13/2006 | Oath or Affirmation of Arbitrators, s/John A. Ayres, Jr., Esq. s/Mark A. Falvo, Esq. s/David R. Thompson, Esq. Award of Arbitrators, Verdict in favor of Plaintiff Traveler's Indemnity Company against David Altman, d/b/a Reed's Chimney Cleaning in the amount of \$15,307.44 plus statutory interest. As to Defendant Gary Bowman d/b/a Bowman Masonry Verdict is entered in favor of Defendant. Entry of Award, this 13th day of April, 2006, Witness My Hand and the Seal of this Court, William A. Shaw, Prothonotary | No Judge |
| 4/27/2006 | Filing: Arbitration Appeal Paid by: Stofko, Dennis J. (attorney for Altman, David F.) Receipt number: 1913530 Dated: 04/27/2006 Amount: \$600.00 (Check) Notice of Appeal From Award of Arbitrators, filed by s/ Dennis J. Stofko, Esquire. | No Judge No Judge |
| 5/2/2006 | Order, NOW, this 1st day of May, 2006, upon consideration of Def. David F. Altman's Notice of Appeal from Award of Arbitrators, Ordered that the Court Administrator of Clfd. Co. is directed to palce this matter on the Fall 2006 Civil non-Jury Trial List. by The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: Moran, Stofko, Harper | Fredric Joseph Ammerman |

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LAW OFFICES
FRANCIS R. GARTNER & ASSOCIATES
BY: PATRICK J. MORAN, ESQUIRE
ATTORNEY ID. NO. 61580
UNION MEETING, III, SUITE 215
960-B HARVEST DRIVE
BLUE BELL, PA 19422
(215) 619-4322

Attorney for Plaintiffs

TRAVELERS INDEMNITY COMPANY,
as Subrogee of RONALD & GLORIA COLLINS
1105 Berkshire Boulevard
Wyomissing, PA 19610

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO.: 05-244-CD

vs.

DAVID F. ALTMAN, d/b/a REEDS
CHIMNEY CLEANING
RR 8
Brookville, PA 15825

and

GARY BOWMAN, d/b/a
BOWMAN MASONRY
301 Nichols Street
Clearfield, PA 16830

FILED
12 1:22 PM PL 85 03
2005 Feb 22
FEB 22 2005

William A. Shaw
Prothonotary

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.

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademàs, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder.

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO. VAYA EN PERSONA O LLAMEPOR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUERDE CONSEQUIR.

LAWYER REFERRAL SERVICE, Clearfield County Bar Association
1 N. 2nd Street
Clearfield, PA 16830 (814) 765 2641

Attorney for Plaintiffs

NO.:

CIVIL ACTION COMPLAINT

1. Plaintiff, Travelers Indemnity Company, is a corporation qualified to do business in the Commonwealth of Pennsylvania and conducts business at 1105 Berkshire Boulevard, Wyomissing, Pennsylvania 19610.

2. Ronald and Gloria Collins (hereinafter "Collins") are adult individuals who at all times relevant resided at 721 Cambria Drive, Clearfield, Pennsylvania 16830.

3. Defendant, David Altman, d/b/a Reeds Chimney Cleaning, upon information and belief, is a Pennsylvania company which has a principal place of business located at RR 8, Brookville, Pennsylvania 15825.

4. Defendant, Gary Bowman, d/b/a Bowman Masonry, upon information and belief, is a Pennsylvania company which has a principal place of business located at 301 Nichols Street, Clearfield, PA 16830.

5. Ronald and Gloria Collins' chimney was struck by lightening in early September, 2003.

6. Defendant, David F. Altman, d/b/a Reeds Chimney Cleaning inspected the Collins chimney to ascertain the amount of damage done by the lightening strike.

7. Defendant Reeds Chimney Cleaning advised the Collins that work needed to be completed to fix their chimney.

8. Defendant Gary Bowman, d/b/a Bowman Masonry provided a quote to the Collins to repair their chimney on or about September 4, 2003.

9. Defendant Gary Bowman, d/b/a Bowman Masonry completed the work as per the proposal in October of 2003.

10. On or before October 31, 2003, Ronald and Gloria Collins were the owners of property located at 721 Cambria Drive, Clearfield, PA 16830.

11. On or about October 31, 2003, when the heater was turned on at plaintiffs' residence a puff back occurred.

12. As a result of the aforementioned incident, the property of Ronald and Gloria Collins sustained soot damage throughout the house.

13. At all times relevant hereto, Travelers Indemnity Company provided insurance coverage to Ronald and Gloria Collins.

14. Due to the damages sustained, Ronald and Gloria Collins, submitted a claim to their insurer, and Travelers, pursuant to the terms of the applicable insurance policy, paid Ronald and Gloria Collins \$15,307.44. Travelers is subrogated to the rights of its insureds.

COUNT I
PLAINTIFFS v. DEFENDANT, DAVID F. ALTMAN, d/b/a
REEDS CHIMNEY CLEANING

15. Plaintiffs hereby incorporate by reference the allegations in paragraphs 1 through 14 as if same were fully set forth at length herein.

16. The damage to the Collins house was caused by the negligence, carelessness, recklessness, and/or willful and wanton conduct of the defendant, by and through its agents, servants, workmen and/or employees.

17. The negligence, carelessness, recklessness and willful and wanton conduct of defendant, by and through its agents, servants, workmen and/or employees, consisted, inter alia, in:

- (a) creating a dangerous and/or hazardous condition;
- (b) allowing a dangerous and/or hazardous condition to exist;
- (c) failing to properly inspect the chimney flue;

- (d) failing to discover a blockage in the chimney flue;
- (e) failing to properly supervise;
- (f) failing to discover the dangerous and/or hazardous conditions of the chimney flue, i.e., terracotta piece lodge in the base of the chimney;
- (g) violating the applicable codes and/or statutes adopted by the local municipality, county and/or state;
- (h) allowing the chimney flue to remain in a condition that such posed a hazard;

18. As a direct and proximate result of the negligence, carelessness, recklessness, willful and wanton conduct of the defendant, by and through its agents, servants, workmen and/or employees, the incident of October 31, 2003 occurred.

19. Pursuant to the terms of the applicable insurance policy purchased from Travelers, Ronald and Gloria Collins, submitted a claim to Travelers, and Travelers paid its insureds \$15,307.44 for the damages to their property.

20. Due to its aforementioned conduct, the defendant is liable to the plaintiff for the damages sustained as a result of the incident of October 31, 2003.

WHEREFORE, Travelers Indemnity Company, as subrogee of Ronald and Gloria Collins, respectfully requests this Honorable Court to enter judgment in its favor and against the defendant in the amount of \$15,307.44.

COUNT II
PLAINTIFFS v. DEFENDANT, GARY BOWMAN, d/b/a

BOWMAN MASONRY

21. Plaintiffs hereby incorporate by reference the allegations in paragraphs 1 through 20 as if same were fully set forth at length herein.

22. The damage to the Collins house was caused by the negligence, carelessness, recklessness, and/or willful and wanton conduct of the defendant, by and through its agents, servants, workmen and/or employees.

23. The negligence, carelessness, recklessness and willful and wanton conduct of defendant, by and through its agents, servants, workmen and/or employees, consisted, inter alia, in:

- (a) creating a dangerous and/or hazardous condition;
- (b) allowing a dangerous and/or hazardous condition to exist;
- (c) failing to properly inspect the chimney flue;
- (d) failing to discover a blockage in the chimney flue;
- (e) failing to properly supervise;
- (f) failing to discover the dangerous and/or hazardous conditions of the chimney flue;
- (g) violating the applicable codes and/or statutes adopted by the local municipality, county and/or state;
- (h) allowing the chimney flue to remain in a condition that such posed a hazard;

24. As a direct and proximate result of the negligence, carelessness, recklessness, willful and wanton conduct of the defendant, by and through its

agents, servants, workmen and/or employees, the incident of October 31, 2003 occurred.

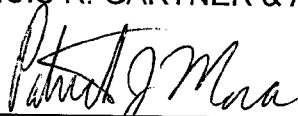
25. Pursuant to the terms of the applicable insurance policy purchased from Travelers, Ronald and Gloria Collins, submitted a claim to Travelers, and Travelers paid its insureds \$15,307.44 for the damages to their property.

26. Due to its aforementioned conduct, the defendant is liable to the plaintiff for the damages sustained as a result of the incident of October 31, 2003.

WHEREFORE, Travelers Indemnity Company, as subrogee of Ronald and Gloria Collins, respectfully requests this Honorable Court to enter judgment in its favor and against the defendant in the amount of \$15,307.44.

FRANCIS R. GARTNER & ASSOCIATES

By

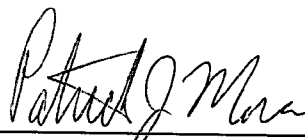


Patrick J. Moran, Esquire
Attorney for Plaintiffs

VERIFICATION

I, Patrick J. Moran, attorney for plaintiff, verify that the statements made in the foregoing Complaint are true and correct to the best of my knowledge, information and belief.

I understand that false statements herein made are subject to the penalties of 18 Pa. C.S.A. Section 4904, relating to unsworn falsification to authorities.

A handwritten signature in cursive script, appearing to read "Patrick J. Moran", is written over a horizontal line.

Patrick J. Moran, Esquire

Dated: February 16, 2005

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

TRAVELERS INDEMNITY COMPANY,
as Subrogee of Ronald and Gloria
Collins,

Plaintiff

vs.

No. 05-244 CD

DAVID F. ALTMAN, d/b/a
Reeds Chimney Cleaning and
GARY BOWMAN, d/b/a Bowman
Masonry,

Defendants

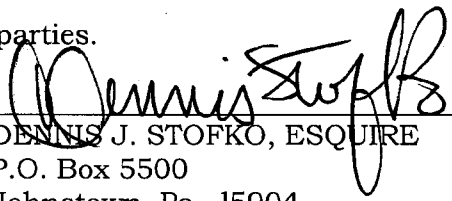
ENTRY OF APPEARANCE

Please enter my appearance for Defendant. David F. Altman d/b/a Reeds
Chimney Cleaning only, in the above matter. Papers may be served at the address
listed below.

DEMAND FOR JURY TRIAL

Pursuant to Rule 1007.1 of the Pennsylvania Rules of Civil Procedure, as
amended, a Jury Trial is demanded on all issues raised by the pleadings in this action.

I certify this Entry of Appearance and Demand for Jury Trial shall be served
forthwith by ordinary mail upon all parties.


DENNIS J. STOFKO, ESQUIRE
P.O. Box 5500
Johnstown, Pa. 15904
814 262-0064
ID 27638

FILED
m/126/67
MAR 18 2005

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100249
NO: 05-244-CD
SERVICE # 1 OF 2
COMPLAINT

PLAINTIFF: TRAVELERS INDEMNITY COMPANY

vs.

DEFENDANT: DAVID F. ALTMAN d/b/a REEDS CHIMNEY CLEANING & GARY BOWMAN d/b/a BOWMAN
MASONRY


SHERIFF RETURN

NOW, February 23, 2005, SHERIFF OF JEFFERSON COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ON DAVID F. ALTMAN d/b/a REEDS CHIMNEY CLEANING.

NOW, March 08, 2005 AT 8:35 AM SERVED THE WITHIN COMPLAINT ON DAVID F. ALTMAN d/b/a REEDS CHIMNEY CLEANING, DEFENDANT. THE RETURN OF JEFFERSON COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

FILED

MAR 28 2005

 William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100249
NO: 05-244-CD
SERVICE # 2 OF 2
COMPLAINT

PLAINTIFF: TRAVELERS INDEMNITY COMPANY

vs.

DEFENDANT: DAVID F. ALTMAN d/b/a REEDS CHIMNEY CLEANING & GARY BOWMAN d/b/a BOWMAN
MASONRY

SHERIFF RETURN

NOW, March 01, 2005 AT 11:10 AM SERVED THE WITHIN COMPLAINT ON GARY BOWMAN d/b/a BOWMAN MASONRY DEFENDANT AT Employment: 301 NICHOLS ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO CHUCK ROSS, MGR. A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100249
NO: 05-244-CD
SERVICES 2
COMPLAINT

PLAINTIFF: TRAVELERS INDEMNITY COMPANY

vs.

DEFENDANT: DAVID F. ALTMAN d/b/a REEDS CHIMNEY CLEANING & GARY BOWMAN d/b/a BOWMAN
MASONRY

SHERIFF RETURN

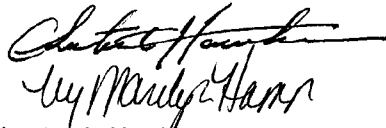
RETURN COSTS

| Description | Paid By | CHECK # | AMOUNT |
|-----------------|---------|---------|--------|
| SURCHARGE | GARTNER | 10254 | 20.00 |
| SHERIFF HAWKINS | GARTNER | 10254 | 38.00 |
| JEFFERSON CO. | GARTNER | 10255 | 27.29 |

Sworn to Before Me This

_____ Day of _____ 2005

So Answers,


Chester A. Hawkins
Sheriff

No. 05-244 C.D.

Personally appeared before me, Paul Pape, Deputy for Thomas A. Demko, Sheriff of Jefferson County, Pennsylvania, who according to law deposes and says that on March 8, 2005 at 8:35 o'clock A.M. served the Notice and Complaint upon DAVID F. ALTMAN, d/b/a REEDS CHIMNEY CLEANING, defendant, at the address of 910 Snyder Road, Brookville, Township of Rose, County of Jefferson, State of Pennsylvania, by handing to the defendant personally, one true copy of the Notice and Complaint and by making known to him the contents thereof.

| | | |
|-------------------------|----------|------|
| Advance Costs Received: | \$125.00 | |
| My Costs: | 25.29 | Paid |
| Prothy: | 2.00 | |
| Total Costs: | 27.29 | |
| REFUNDED: | \$ 97.71 | |

So Answers,

Sworn and subscribed

to before me this 14th

day of March 2005

By Thomas A. Demko, deputy
Prothonotary

My Commission Expires The
First Monday January 2006

Paul Pape Deputy
Thomas A. Demko Sheriff
JEFFERSON COUNTY, PENNSYLVANIA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

TRAVELERS INDEMNITY COMPANY,
as Subrogee of Ronald and Gloria
Collins,

Plaintiff

vs.

No. 05-244 CD

DAVID F. ALTMAN, d/b/a
Reeds Chimney Cleaning and
GARY BOWMAN, d/b/a Bowman
Masonry,

Defendants

ANSWER, NEW MATTER AND
NEW MATTER UNDER 2252(d)
Dennis J. Stofko, Esquire
P.O. Box 5500
Johnstown, Pa. 15904
814 262-0064
ID 27638

TO THE PARTIES:

You are hereby notified to reply to the
enclosed New Matter and New Matter
under 2252(d) within 20 days of
service hereof or a default judgment may
be entered against you.

FILED ^{NO} ^{cc}
m/11:10/04
MAR 29 2005
William A. Shaw
Prothonotary/Clerk of Courts

ANSWER, NEW MATTER AND NEW MATTER UNDER 2252(d)

NOW COMES the Defendant, David Altman, d/b/a Reeds Chimney Cleaning, by and through counsel, Dennis J. Stofko and files the following Answer, New Matter and New Matter under 2252(d).

1. Admitted.

2. Admitted.

3. Admitted.

4. Admitted.

5. Admitted.

6. Admitted.

7. Admitted in part, denied in part. It is admitted that the defendant Reeds Chimney Cleaning advised the Plaintiffs that there was damage done to the chimney as a result of the lightning strike. The Plaintiffs stated they had a friend who was going to do the work and therefore did not request any work to be performed by Defendant, Reeds Chimney Cleaning.

8. Denied. After reasonable investigation, Defendant is without sufficient knowledge or information to form a belief as to the truth of the averment and proof thereof is required at the time of trial.

9. Denied. After reasonable investigation, Defendant is without sufficient knowledge or information to form a belief as to the truth of the averment and proof thereof is required at the time of trial.

10. Denied. After reasonable investigation, Defendant is without sufficient knowledge or information to form a belief as to the truth of the averment and proof thereof is required at the time of trial.

11. Denied. After reasonable investigation, Defendant is without sufficient knowledge or information to form a belief as to the truth of the averment and proof thereof is required at the time of trial.

12. Denied. After reasonable investigation, Defendant is without sufficient knowledge or information to form a belief as to the truth of the averment and proof thereof is required at the time of trial.

13. Denied. After reasonable investigation, Defendant is without sufficient knowledge or information to form a belief as to the truth of the averment and proof thereof is required at the time of trial.

14. Denied. After reasonable investigation, Defendant is without sufficient knowledge or information to form a belief as to the truth of the averment and proof thereof is required at the time of trial.

15. Denied. See previous Answers.

16. Denied. Paragraph 16 contains a conclusion of law to which no responsive pleading is required.

17. Denied. Paragraph 17 contains conclusions of law to which no responsive pleading is required.

18. Denied. Paragraph 18 contains a conclusion of law to which no responsive pleading is required.

19. Denied. Paragraph 19 contains a conclusion of law to which no responsive pleading is required.

20. Denied. Paragraph 20 contains a conclusion of law to which no responsive pleading is required.

WHEREFORE, Defendant David Altman d/b/a Reeds Chimney Cleaning requests Plaintiffs' Complaint be dismissed.

21. Denied. See previous Answers.

22. - 26. Denied. These averments are directed to parties other than the answering defendant and no response is required by this answering defendant.

WHEREFORE, Defendant David Altman d/b/a Reeds Chimney Cleaning requests Plaintiffs' Complaint be dismissed.

NEW MATTER UNDER 2252(d)

27. At the time of the inspection performed by David Altman on the Plaintiffs' property, the plaintiffs were shown, by way of video, the cracked

liners in the chimney. Also the plaintiffs were shown the terra cotta pieces lying at the bottom of the chimney that came from the cracked terra cotta liners.

28. The defendant, David Altman d/b/a Reeds Chimney Cleaning avers that the plaintiffs were aware of the condition of the chimney concerning the debris at the bottom of the chimney.

29. The defendant, David Altman d/b/a Reeds Chimney Cleaning further avers that the plaintiffs were aware of this information when they hired the defendant, Gary Bowman d/b/a Bowman Masonry to perform the remedial work on the flue liners.

30. The defendant, David Altman d/b/a Reeds Chimney Cleaning avers that the plaintiffs were comparatively negligent in failing to assure that Gary Bowman d/b/a Bowman Masonry properly removed the debris from the bottom of the chimney when they were aware of such condition that could lead to improper ventilation of the chimney.

31. The defendant, David Altman d/b/a Reeds Chimney Cleaning avers that the plaintiffs have failed to state a cause of action against the defendant, David Altman d/b/a Reeds Chimney Cleaning.

32. The defendant, David Altman d/b/a Reeds Chimney Cleaning avers that at no time material herein did he perform any work on the chimney but

rather showed the cracked liners and debris in the chimney to the plaintiffs by way of camera inspection.

WHEREFORE, the defendant, David Altman d/b/a Reeds Chimney Cleaning requests judgment on his behalf.

NEW MATTER UNDER 2252(d)

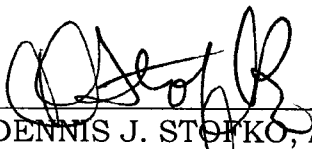
33. The Defendant, David F. Altman d/b/a Reeds Chimney Cleaning joins Gary Bowman d/b/a Bowman Masonry as additional defendant pursuant to Pa. RCP 2252(d).

34. The Defendant, David F. Altman d/b/a Reeds Chimney Cleaning incorporates by reference the allegations of Plaintiffs' Complaint as if the same were here set forth at length.

35. If it is determined at the trial of this action that Plaintiffs have sustained any injury as a result of the alleged accident, said injuries or damages were the result of the negligence of Gary Bowman d/b/a Bowman Masonry and therefore they are liable to the Plaintiffs jointly and severally.

WHEREFORE, the Defendant, David F. Altman d/b/a Reeds Chimney Cleaning requests that Gary Bowman d/b/a Bowman Masonry be joined as additional defendant in the original suit because they are solely responsible for the damages alleged in the complaint or in the alternative so as to protect Defendant Altman's right of contribution and/or indemnity, if on the trial of the

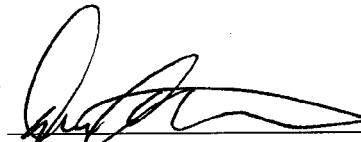
action it should be found that the Plaintiffs, original Defendants and Additional Defendant are jointly negligent in causing the accident which resulted in the damages alleged.



DENNIS J. STORKO, Attorney for
Defendant, David F. Altman, d/b/a
Reeds Chimney Cleaning

I, David F. Altman d/b/a Reeds Chimney Cleaning, do hereby state that the statements made in the foregoing Answer, New Matter and New Matter under 2252(d) are true and correct to the best of my knowledge, information and belief.

I understand that these averments of fact are made subject to the penalties of 18 Pa. CSA 4904 relating to unsworn falsification to authorities.



David F. Altman d/b/a Reeds
Chimney Cleaning

Dated: 3-25-05

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

TRAVELERS INDEMNITY COMPANY,
as Subrogee of RONALD & GLORIA
COLLINS,

Plaintiff,

vs.

DAVID F. ALTMAN, d/b/a REED'S
CHIMNEY CLEANING; and GARY
BOWMAN, d/b/a BOWMAN MASONRY,
Defendants.

CIVIL ACTION - LAW

Number 2005 - 244 C.D.

Type of Case: Civil Division

Type of Pleading: Appearance

Filed on behalf of: Defendant, Gary
Bowman, d/b/a Bowman Masonry

Counsel of Record for this Party:

Troy J. Harper
Supreme Court Number: 74753

John C. Dennison, II
Supreme Court Number: 29408

DENNISON, DENNISON & HARPER
293 Main Street
Brookville, Pennsylvania 15825
(814) 849-8316

FILED ^{MO}CC
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APR 04 2005 (6K)

William A. Shaw
Prothonotary/Clerk of Courts

TRAVELERS INDEMNITY COMPANY,
as Subrogee of RONALD & GLORIA
COLLINS,

Plaintiff,

vs.

DAVID F. ALTMAN, d/b/a REED'S
CHIMNEY CLEANING; and GARY
BOWMAN, d/b/a BOWMAN MASONRY,
Defendants.

* In the Court of Common Pleas of
* Clearfield County, Pennsylvania
*
*
* Civil Action - Law
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* Number 2005 - 244 C.D.

APPEARANCE

TO THE PROTHONOTARY OF CLEARFIELD COUNTY:

Please enter our Appearance on behalf of the Defendant, GARY BOWMAN, d/b/a
BOWMAN MASONRY, in regard to the above entitled matter.

DENNISON, DENNISON & HARPER

By


Troy J. Harper

Attorneys for the Defendant, Gary
Bowman, d/b/a Bowman Masonry

Dated: 3/31/05

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing Appearance was served on the

31 day of March, 2005, by United States Mail, First Class,

Postage Prepaid, addressed to the following:

Patrick J. Moran, Esq.
Law Offices of Francis Gartner & Associates
Union Meeting III, Suite 215
960-B Harvest Drive
Blue Bell, Pennsylvania 19422

Dennis J. Stofko, Esq.
P.O. Box 5500
Johnstown, Pennsylvania 15904

DENNISON, DENNISON & HARPER

By


Troy J. Harper

Attorneys for the Defendant, Gary
Bowman, d/b/a Bowman Masonry

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

TRAVELERS INDEMNITY COMPANY,
as Subrogee of RONALD & GLORIA
COLLINS,

Plaintiffs,

vs.

DAVID F. ALTMAN, d/b/a REED'S
CHIMNEY CLEANING; and GARY
BOWMAN, d/b/a BOWMAN MASONRY,
Defendants.

CIVIL ACTION - LAW

Number 2005 - 244 C.D.

Type of Case: Civil Division

Type of Pleading: Answer, New Matter, and
New Matter Pursuant to Pa.R.C.P. 2252(d)

Filed on behalf of: Defendant, Gary
Bowman, d/b/a Bowman Masonry

Counsel of Record for this Party:

Troy J. Harper
Supreme Court Number: 74753

John C. Dennison, II
Supreme Court Number: 29408

DENNISON, DENNISON & HARPER
293 Main Street
Brookville, Pennsylvania 15825
(814) 849-8316

FILED
APR 11 2005
William A. Shaw
Prothonotary/Clerk of Courts

TRAVELERS INDEMNITY COMPANY,
as Subrogee of RONALD & GLORIA
COLLINS,

Plaintiffs,

vs.

DAVID F. ALTMAN, d/b/a REED'S
CHIMNEY CLEANING; and GARY
BOWMAN, d/b/a BOWMAN MASONRY,
Defendants.

* In the Court of Common Pleas of
* Clearfield County, Pennsylvania
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* Civil Action - Law
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*
* Number 2005 - 244 C.D.

NOTICE TO PLEAD

TO: PLAINTIFFS:

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

TO: DEFENDANT, DAVID F. ALTMAN, T/D/B/A REED'S CHIMNEY CLEANING:

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

DENNISON, DENNISON & HARPER

By 

Troy J. Harper
Attorneys for the Defendant, Gary
Bowman, d/b/a Bowman Masonry

TRAVELERS INDEMNITY COMPANY,
as Subrogee of RONALD & GLORIA
COLLINS,

Plaintiffs,

vs.

DAVID F. ALTMAN, d/b/a REED'S
CHIMNEY CLEANING; and GARY
BOWMAN, d/b/a BOWMAN MASONRY,
Defendants.

* In the Court of Common Pleas of
* Clearfield County, Pennsylvania
*
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* Civil Action - Law
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* Number 2005 - 244 C.D.

ANSWER, NEW MATTER AND NEW MATTER PURSUANT TO PA.R.C.P. 2252(d)

AND NOW, comes the Defendant, GARY BOWMAN, t/d/b/a BOWMAN MASONRY,
by and through his attorneys, Dennison, Dennison & Harper, who file the following Answer,
New Matter and New Matter Pursuant to Pa.R.C.P. 2252(d) in response to the Plaintiffs'
Complaint:

1. After reasonable investigation, the Defendant, Gary Bowman, t/d/b/a Bowman
Masonry, is without sufficient knowledge and information to form a belief as to the truth of the
matters averred in Paragraph 1 of the Plaintiffs' Complaint, and said averments are therefore
denied.

2. Admitted.

3. After reasonable investigation, the Defendant, Gary Bowman, t/d/b/a Bowman
Masonry, is without sufficient knowledge and information to form a belief as to the truth of the
matters averred in Paragraph 3 of the Plaintiffs' Complaint, and said averments are therefore
denied.

4. Admitted. By way of further response, Bowman Masonry is a sole proprietorship owned and operated by Gary Bowman.

5. Admitted.

6. After reasonable investigation, the Defendant, Gary Bowman, t/d/b/a Bowman Masonry, is without sufficient knowledge and information to form a belief as to the truth of the matters averred in Paragraph 6 of the Plaintiffs' Complaint, and said averments are therefore denied.

7. After reasonable investigation, the Defendant, Gary Bowman, t/d/b/a Bowman Masonry, is without sufficient knowledge and information to form a belief as to the truth of the matters averred in Paragraph 7 of the Plaintiffs' Complaint, and said averments are therefore denied.

8. Denied as stated. On the contrary, the Defendant, Gary Bowman, provided a written Proposal dated September 4, 2003, and said Proposal was to rebuild the chimney from the roof line up to a height of seven feet.

9. Denied. On the contrary, the Defendant, Gary Bowman, t/d/b/a Bowman Masonry, completed the work as set forth on the written proposal on or about September 17, 2003. By way of additional response, the averments of Paragraph 8 of this Answer are incorporated herein by reference thereto.

10. Admitted.

11. After reasonable investigation, the Defendant, Gary Bowman, t/d/b/a Bowman Masonry, is without sufficient knowledge and information to form a belief as to the truth of the

matters averred in Paragraph 11 of the Plaintiffs' Complaint, and said averments are therefore denied.

12. After reasonable investigation, the Defendant, Gary Bowman, t/d/b/a Bowman Masonry, is without sufficient knowledge and information to form a belief as to the truth of the matters averred in Paragraph 12 of the Plaintiffs' Complaint, and said averments are therefore denied.

13. After reasonable investigation, the Defendant, Gary Bowman, t/d/b/a Bowman Masonry, is without sufficient knowledge and information to form a belief as to the truth of the matters averred in Paragraph 13 of the Plaintiffs' Complaint, and said averments are therefore denied.

14. After reasonable investigation, the Defendant, Gary Bowman, t/d/b/a Bowman Masonry, is without sufficient knowledge and information to form a belief as to the truth of the matters averred in Paragraph 14 of the Plaintiffs' Complaint, and said averments are therefore denied.

COUNT I
PLAINTIFFS v. DEFENDANT, DAVID F. ALTMAN, d/b/a REED'S
CHIMNEY CLEANING

15. Paragraph 15 of the Plaintiffs' Complaint fails to contain any specific averments of fact and is merely an incorporation clause, and no response is deemed required. To the extent any response would be deemed required, the averments of Paragraphs 1 through 14 of this Answer are incorporated herein by reference thereto.

16. through 20. The averments set forth in Paragraphs 16 through 20 of the Plaintiffs' Complaint are directed to a party other than the answering Defendant, Gary Bowman, t/d/b/a Bowman Masonry, and no response is required by the answering Defendant.

WHEREFORE, the Defendant, Gary Bowman, t/d/b/a Bowman Masonry, demands judgment in his favor and against the Plaintiffs. **JURY TRIAL DEMANDED.**

COUNT II
PLAINTIFFS v. DEFENDANT, GARY BOWMAN, t/d/b/a BOWMAN MASONRY

21. Paragraph 21 of the Plaintiffs' Complaint fails to contain any specific averments of fact and is merely an incorporation clause, and no response is deemed required. To the extent any response would be deemed required, the averments of Paragraphs 1 through 20 of this Answer are incorporated herein by reference thereto.

22. With respect to the averments of Paragraph 22 of the Plaintiffs' Complaint alleging any damages, after reasonable investigation, the Defendant, Gary Bowman, t/d/b/a Bowman Masonry, is without sufficient knowledge and information to form a belief as to the truth of the averments, and said averments are therefore denied. With respect to the remaining averments of Paragraph 22 of the Plaintiffs' Complaint, said averments are denied pursuant to Pa.R.C.P. 1029(e), and no further response is required.

23. The averments of Paragraph 23 of the Plaintiffs' Complaint and subparagraphs (a) through (h) thereof are denied pursuant to Pa.R.C.P. 1029(e), and no further response is required.

24. With respect to the averments of Paragraph 24 of the Plaintiffs' Complaint alleging any negligence, carelessness, recklessness, willful or wanton conduct by the Defendant, Gary Bowman, t/d/b/a Bowman Masonry, said averments are denied pursuant to Pa.R.C.P. 1029(e), and no further response is required. With respect to the remaining averments of Paragraph 24 of the Plaintiffs' Complaint, after reasonable investigation, the Defendant, Gary Bowman, t/d/b/a Bowman Masonry, is without sufficient knowledge and information to form a belief as to the truth of the averments, and said averments are therefore denied.

25. After reasonable investigation, the Defendant, Gary Bowman, t/d/b/a Bowman Masonry, is without sufficient knowledge and information to form a belief as to the truth of the matters averred in Paragraph 25 of the Plaintiffs' Complaint, and said averments are therefore denied.

26. With respect to the averments of Paragraph 24 of the Plaintiffs' Complaint alleging any conduct by the Defendant, Gary Bowman, t/d/b/a Bowman Masonry, said averments are denied pursuant to Pa.R.C.P. 1029(e), and no further response is required. With respect to the remaining averments of Paragraph 26 of the Plaintiffs' Complaint, after reasonable investigation, the Defendant, Gary Bowman, t/d/b/a Bowman Masonry, is without sufficient knowledge and information to form a belief as to the truth of the averments, and said averments are therefore denied.

WHEREFORE, the Defendant, Gary Bowman, t/d/b/a Bowman Masonry, demands judgment in his favor and against the Plaintiffs. **JURY TRIAL DEMANDED.**

NEW MATTER DIRECTED TO THE PLAINTIFFS

27. It is believed and therefore averred that the Plaintiffs, Ronald Collins and Gloria Collins, were aware that there was debris at the bottom of the chimney prior to the time they contacted the Defendant, Gary Bowman, t/d/b/a Bowman Masonry, and the averments of Paragraphs 27 and 28 of the Defendant, Donald Altman, d/b/a Reed's Chimney Cleaning's, Answer and New Matter are incorporated herein by reference thereto.

28. The Defendant, Gary Bowman, t/d/b/a Bowman Masonry, avers that the Plaintiffs, Ronald Collins and Gloria Collins were comparatively negligent in the following respects:

(a) Ronald Collins and Gloria Collins did not inform the Defendant, Gary Bowman, t/d/b/a Bowman Masonry, that there was any debris in the bottom of the chimney; and

(b) Ronald Collins and Gloria Collins did not take steps to have the debris removed from the bottom of the chimney prior to operating the heater;

29. The Plaintiffs never contracted with the Defendant, Gary Bowman, t/d/b/a Bowman Masonry, to make any repairs to the chimney or flue or remove any debris from the bottom of the chimney other than rebuilding the chimney from the roof line up to a height of seven feet.

30. The Defendant, Gary Bowman, t/d/b/a Bowman Masonry, avers that the Plaintiffs have failed to state a cause of action upon which relief may be granted.

31. The alleged damages sustained by the Plaintiffs, without admission of the same, and without admission of liability for the same, were caused or contributed to, in whole or in part, by persons or entities other than the Defendant, Gary Bowman, t/d/b/a Bowman Masonry, and over whom the Defendant, Gary Bowman, t/d/b/a Bowman Masonry, had no control, and for whose

actions the Defendant, Gary Bowman, t/d/b/a Bowman Masonry, is not liable.

WHEREFORE, the Defendant, Gary Bowman, t/d/b/a Bowman Masonry, demands judgment in his favor and against the Plaintiffs. **JURY TRIAL DEMANDED.**

**NEW MATTER PURSUANT TO P.A.R.C.P. 2252(d) DIRECTED TO
THE DEFENDANT, DAVID F. ALTMAN, T/D/B/A REED'S CHIMNEY CLEANING**

32. The Defendant, David F. Altman, t/d/b/a Reed's Chimney Cleaning, is solely liable to the Plaintiffs for any alleged damages suffered by them, without admission of the same, and the averments of the Plaintiffs' Complaint directed against the Defendant, David F. Altman, t/d/b/a Reed's Chimney Cleaning, are incorporated herein by reference thereto without admitting or adopting the truth of the same solely for the purpose of establishing a claim for sole liability.

36. If the Defendant, Gary Bowman, t/d/b/a Bowman Masonry, is held liable to the Plaintiffs on any cause of action as set forth in the Plaintiffs' Complaint, such liability being expressly denied, then the Defendant, David F. Altman, t/d/b/a Reed's Chimney Cleaning, is liable over to the Defendant, Gary Bowman, t/d/b/a Bowman Masonry, for contribution and/or indemnity, and the averments of the Plaintiffs' Complaint directed against the Defendant, David F. Altman, t/d/b/a Reed's Chimney Cleaning, are incorporated herein by reference thereto without admitting or adopting the truth of the same solely for the purpose of establishing a claim against the Defendant, David F. Altman, t/d/b/a Reed's Chimney Cleaning, for indemnity and contribution.

WHEREFORE, the Defendant, Gary Bowman, t/d/b/a Bowman Masonry, joins the Defendant, David F. Altman, t/d/b/a Reed's Chimney Cleaning, as Additional Defendant and

demands judgment against him as being solely liable for the damages claimed by the Plaintiffs,
or in the alternative, as being liable over to the Defendant, Gary Bowman, t/d/b/a Bowman
Masonry, for indemnity and/or contribution. **JURY TRIAL DEMANDED.**

DENNISON, DENNISON & HARPER

By

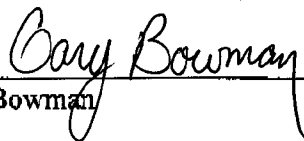


Troy J. Harper

Attorneys for the Defendant, Gary
Bowman, d/b/a Bowman Masonry

VERIFICATION

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



Gary Bowman

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing Answer and New Matter was served on the 8th day of April, 2005, by United States Mail, First Class,

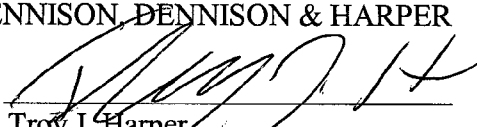
Postage Prepaid, addressed to the following:

Patrick J. Moran, Esq.
Law Offices of Francis Gartner & Associates
Union Meeting III, Suite 215
960-B Harvest Drive
Blue Bell, Pennsylvania 19422

Dennis J. Stofko, Esq.
P.O. Box 5500
Johnstown, Pennsylvania 15904

DENNISON, DENNISON & HARPER

By


Troy J. Harper

Attorneys for the Defendant, Gary
Bowman, d/b/a Bowman Masonry

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

TRAVELERS INDEMNITY COMPANY,
as Subrogee of RONALD & GLORIA
COLLINS,

Plaintiffs,

vs.

DAVID F. ALTMAN, d/b/a REED'S
CHIMNEY CLEANING; and GARY
BOWMAN, d/b/a BOWMAN MASONRY,
Defendants.

CIVIL ACTION - LAW

Number 2005 - 244 C.D.

Type of Case: Civil Division

Type of Pleading: Reply to New Matter

Filed on behalf of: Defendant, Gary
Bowman, d/b/a Bowman Masonry

Counsel of Record for this Party:

Troy J. Harper
Supreme Court Number: 74753

John C. Dennison, II
Supreme Court Number: 29408

DENNISON, DENNISON & HARPER
293 Main Street
Brookville, Pennsylvania 15825
(814) 849-8316

FILED ^{NO} _{cc}
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APR 11 2005 @

William A. Shaw
Prothonotary/Clerk of Courts

TRAVELERS INDEMNITY COMPANY,
as Subrogee of RONALD & GLORIA
COLLINS,

Plaintiffs,

vs.

DAVID F. ALTMAN, d/b/a REED'S
CHIMNEY CLEANING; and GARY
BOWMAN, d/b/a BOWMAN MASONRY,
Defendants.

* In the Court of Common Pleas of
* Clearfield County, Pennsylvania
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* Civil Action - Law
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* Number 2005 - 244 C.D.

REPLY TO NEW MATTER

AND NOW, comes the Defendant, GARY BOWMAN, t/d/b/a BOWMAN MASONRY,
by and through his attorneys, Dennison, Dennison & Harper, who file the following Reply to the
New Matter filed by Defendant, David F. Altman, t/d/b/a Reed's Chimney Cleaning:

27. through 32. The averments set forth in Paragraphs 27 through 32 of the Defendant,
David F. Altman, t/d/b/a Reed's Chimney Cleaning's, New Matter are directed to a party other
than the answering Defendant, Gary Bowman, t/d/b/a Bowman Masonry, and no response is
required by the answering Defendant. By way of additional response, the Defendant, Gary
Bowman, t/d/b/a Bowman Masonry, was contracted by the Plaintiffs only to reconstruct the
chimney from the roof line up to a height of seven feet and was never informed about nor
otherwise contracted to remove any debris from the bottom of the chimney.

WHEREFORE, the Defendant, Gary Bowman, t/d/b/a Bowman Masonry, demands
judgment in his favor and against all other parties. **JURY TRIAL DEMANDED.**

33. The averments of Paragraph 33 of the Defendant, David F. Altman, t/d/b/a Reed's Chimney Cleaning's, New Matter constitute conclusions of law, and no response is required.

34. Paragraph 34 of the Defendant, David F. Altman, t/d/b/a Reed's Chimney Cleaning's, New Matter fails to contain any specific averments of fact and is merely an incorporation clause, and no response is deemed required. To the extent any response would be deemed required, the averments of the Defendant, Gary Bowman, t/d/b/a Bowman Masonry's, Answer, New Matter and New Matter Pursuant to Pa.R.C.P. 2252(d) filed in response to the Plaintiffs' Complaint are incorporated herein by reference thereto.

35. The averments of Paragraph 35 of the Defendant, David F. Altman, t/d/b/a Reed's Chimney Cleaning's, New Matter are denied pursuant to Pa.R.C.P. 1029(e), and the averments of the Defendant, Gary Bowman, t/d/b/a Bowman Masonry's, Answer, New Matter and New Matter Pursuant to Pa.R.C.P. 2252(d) filed in response to the Plaintiffs' Complaint are incorporated herein by reference thereto.

WHEREFORE, the Defendant, Gary Bowman, t/d/b/a Bowman Masonry, demands judgment in his favor and against all other parties. **JURY TRIAL DEMANDED.**

DENNISON, DENNISON & HARPER

By


Troy J. Harper

Attorneys for the Defendant, Gary
Bowman, d/b/a Bowman Masonry

VERIFICATION

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



Gary Bowman

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing Reply to New Matter was served on the 8th day of April, 2005, by United States Mail, First Class,

Postage Prepaid, addressed to the following:

Patrick J. Moran, Esq.
Law Offices of Francis Gartner & Associates
Union Meeting III, Suite 215
960-B Harvest Drive
Blue Bell, Pennsylvania 19422

Dennis J. Stofko, Esq.
P.O. Box 5500
Johnstown, Pennsylvania 15904

DENNISON, DENNISON & HARPER

By


Troy J. Harper

Attorneys for the Defendant, Gary
Bowman, d/b/a Bowman Masonry

LAW OFFICES
FRANCIS R. GARTNER & ASSOCIATES
BY: PATRICK J. MORAN, ESQUIRE
ATTORNEY ID. NO. 61580
UNION MEETING, III, SUITE 215
960-B HARVEST DRIVE
BLUE BELL, PA 19422
(215) 619-4322

Attorney for Plaintiffs

TRAVELERS INDEMNITY COMPANY,
as Subrogee of RONALD & GLORIA COLLINS
1105 Berkshire Boulevard
Wyomissing, PA 19610

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO.: 05-244 CD

vs.

DAVID F. ALTMAN, d/b/a REEDS
CHIMNEY CLEANING
RR 8
Brookville, PA 15825

FILED ^{CK}
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APR 14 2005 CC

William A. Shaw
Prothonotary/Clerk of Courts

and

GARY BOWMAN, d/b/a
BOWMAN MASONRY
301 Nichols Street
Clearfield, PA 16830

**RESPONSE TO DEFENDANT'S NEW MATTER
UNDER 2252(d)**

27. Admitted in part. Denied in part. It is admitted that plaintiffs were shown by way of video the cracked flue liner. It is specifically denied that the plaintiff's were shown the terra cotta pieces lying at the bottom of the chimney that came from the cracked terra cotta liners.

28. It is specifically denied that the plaintiffs were aware of the condition of the chimney concerning the debris at the bottom of the chimney after it was inspected by Reeds Chimney Cleaning.

29. Specifically denied. Strict proof is demanded at trial.

30. Specifically denied. Strict proof is demanded at trial.

31. Specifically denied. Strict proof is demanded at trial.

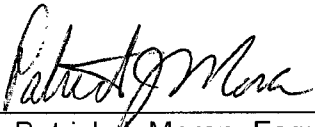
32. Specifically denied. Strict proof is demanded at trial.

WHEREFORE, the plaintiff, Travelers Indemnity Company, as Subrogee of Ronald and Gloria Collins respectfully request that the New Matter be dismissed.

NEW MATTER UNDER 2252(d)

33-35. Said paragraphs are addressed to another party. No response is required.

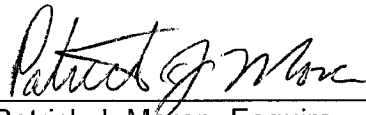
FRANCIS R. GARTNER & ASSOCIATES

By: 
Patrick J. Moran, Esquire
Attorney for Plaintiffs

VERIFICATION

I, Patrick J. Moran, Esquire, does hereby state that the statements made in the foregoing Response to Defendant's New Matter Under 2252(d) are true and correct to the best of my knowledge, information and belief.

I understand that these averments of fact are made subject to the penalties of 18 Pa. C.S.A. Section 4904 relating to unsworn falsification to authorities.

A handwritten signature in cursive script, appearing to read "Patrick J. Moran", is written over a horizontal line.

Patrick J. Moran, Esquire
Attorney for Plaintiffs

LAW OFFICES
FRANCIS R. GARTNER & ASSOCIATES
BY: PATRICK J. MORAN, ESQUIRE
ATTORNEY ID. NO. 61580
UNION MEETING, III, SUITE 215
960-B HARVEST DRIVE
BLUE BELL, PA 19422
(215) 619-4322

Attorney for Plaintiffs

TRAVELERS INDEMNITY COMPANY,
as Subrogee of RONALD & GLORIA COLLINS
1105 Berkshire Boulevard
Wyomissing, PA 19610

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO.: 05-244 CD

vs.

DAVID F. ALTMAN, d/b/a REEDS
CHIMNEY CLEANING
RR 8
Brookville, PA 15825

and

GARY BOWMAN, d/b/a
BOWMAN MASONRY
301 Nichols Street
Clearfield, PA 16830

CERTIFICATE OF SERVICE

I, Patrick J. Moran, Esquire, do hereby certify that a true and correct copy of
Response to Defendant's New Matter Under 2252(d) in the above-captioned matter was
served via first class mail, U.S. Postage pre-paid this 12th day of,
April 2004⁵, addressed as follows:

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

Dennis J. Stofko, Esquire
Stofko Law Offices
969 Eisenhower Boulevard, Suite E
Johnstown, PA 15904

FRANCIS R. GARTNER & ASSOCIATES
BY: Patrick J. Moran
PATRICK J. MORAN, ESQUIRE
Attorney for Plaintiffs

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

TRAVELERS INDEMNITY COMPANY,
as Subrogee of Ronald and Gloria
Collins,

Plaintiff

vs.

No. 05-244 CD

DAVID F. ALTMAN, d/b/a
Reeds Chimney Cleaning and
GARY BOWMAN, d/b/a Bowman
Masonry,

Defendants

ALTMAN'S REPLY TO NEW
MATTER UNDER 2252(d)

Counsel of record for this party:
Dennis J. Stofko, Esquire
P.O. Box 5500
Johnstown, Pa. 15904
814 262-0064
ID 27638

FILED^(K)
M110281 NO CC
APR 19 2005

William A. Shaw
Prothonotary/Clerk of Courts

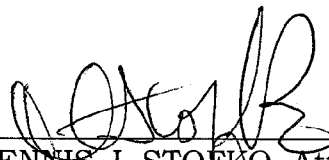
REPLY TO NEW MATTER UNDER 2252(d)

NOW COMES the Defendant, David Altman d/b/a Reed's Chimney Cleaning, by and through counsel, Dennis J. Stofko and files the following Reply to New Matter under 2252(d) filed on behalf of Gary Bowman d/b/a Bowman Masonry.

32. Denied. The answering defendant David Altman d/b/a Reed's Chimney Cleaning incorporates by reference herein its Answer and New Matter as if the same were here set forth at length. By way of further answer, the answering defendant avers that this allegation contains a conclusion of law to which no responsive pleading is required.

36. Denied. The answering defendant David Altman d/b/a Reed's Chimney Cleaning incorporates by reference herein its Answer and New Matter as if the same were here set forth at length. By way of further answer, the answering defendant avers that this allegation contains a conclusion of law to which no responsive pleading is required.

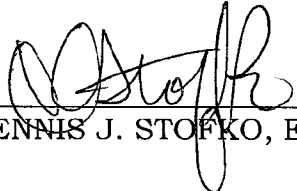
WHEREFORE, Defendant Altman requests judgment on his behalf.



DENNIS J. STOFKO, Attorney for
Defendant, David Altman d/b/a
Reed's Chimney Cleaning

I, Dennis J. Stofko, do hereby state that I am the attorney for Defendant, David Altman d/b/a Reed's Chimney Cleaning, and that as such, being authorized to do so, state that the facts set forth in the foregoing Reply to New Matter under 2252(d) are true and correct to the best of my knowledge, information and belief. This verification of counsel is being attached hereto in lieu of that of Defendant because of the inability to obtain a verification from Defendant in the time required to file this Reply. A verification of Defendant will be provided if requested.

This statement is made subject to the provisions of 18 Pa CSA 4904 relating to unsworn falsification to authorities.



DENNIS J. STOFKO, Esquire

Dated: 18 April 05

LAW OFFICES
FRANCIS R. GARTNER & ASSOCIATES
BY: PATRICK J. MORAN, ESQUIRE
ATTORNEY ID. NO. 61580
UNION MEETING, III, SUITE 215
960-B HARVEST DRIVE
BLUE BELL, PA 19422
(215) 619-4322

FILED

MAY 02 2005

Am 1:00 / w (GK)

William A. Shaw
Prothonotary
Attorney for Plaintiffs 1 copy to APL

TRAVELERS INDEMNITY COMPANY,
as Subrogee of RONALD & GLORIA COLLINS

COURT OF COMMON PLEAS
CLEARFIELD COUNTY
NO.: 05-244 CD

vs.

DAVID F. ALTMAN, d/b/a REEDS
CHIMNEY CLEANING

and

GARY BOWMAN, d/b/a
BOWMAN MASONRY

PLAINTIFFS' REPLY TO NEW MATTER OF DEFENDANT
GARY BOWMAN, d/b/a BOWMAN MASONRY

27. Admitted in part. Denied in part. It is admitted that plaintiffs were shown by way of video the cracked flue liner. It is specifically denied that the plaintiffs' were shown the terra cotta pieces or debris at the bottom of the chimney that came from the cracked terra cotta liners.

28. Denied. It is specifically denied that the plaintiffs were aware of the condition of the chimney concerning the debris at the bottom of the chimney after it was inspected by Reed's Chimney Cleaning.

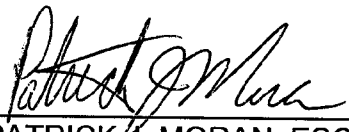
29. Specifically denied. Strict proof is demanded at trial.

30. Denied. The averments in paragraph 30 are conclusions of law to which a responsive pleading is not required. To the extent that said paragraph are averments of fact, they are denied. Strict proof is demanded at the time of trial.

31. Denied. The averments in paragraph 31 are conclusions of law to which a responsive pleading is not required. To the extent that said paragraph are averments of fact, they are denied. Strict proof is demanded at the time of trial.

WHEREFORE, Plaintiffs demand judgment be entered in their favor and the defendant's New Matter be dismissed.

FRANCIS R. GARTNER & ASSOCIATES

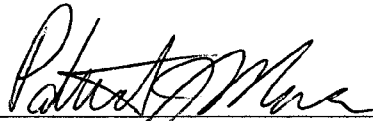
BY: 
PATRICK J. MORAN, ESQUIRE
Attorney for Plaintiffs

Date: 4/27/05

VERIFICATION

I, Patrick J. Moran, Esquire, does hereby state that the statements made in the foregoing Response to Defendant's New Matter are true and correct to the best of my knowledge, information and belief.

I understand that these averments of fact are made subject to the penalties of 18 Pa. C.S.A. Section 4904 relating to unsworn falsification to authorities.

A handwritten signature in black ink, appearing to read "Patrick J. Moran", is written over a horizontal line.

Patrick J. Moran, Esquire
Attorney for Plaintiffs

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

CERTIFICATE OF READINESS

TO THE PROTHONOTARY

No. 05-244 CD

DATE PRESENTED

CASE NUMBER

TYPE TRIAL REQUESTED ESTIMATED TRIAL TIME

Date Complaint
Filed:

() Jury () Non-Jury
(x) Arbitration

2 hrs. days/hours

Travelers Indemnity Company, a/s/o Ronald and Gloria Collins

PLAINTIFF(S)

David Altman, d/b/a Reeds Chimney Cleaning Check block if a Minor
DEFENDANT(S) is a Party to the Case
and Gary Bowman, d/b/a Bowman Masonry

ADDITIONAL DEFENDANT(S)

FILED

AUG 12 2005

10/3:00/10
William A. Shaw

Prothonotary/Clerk of Courts

JURY DEMAND FILED BY:

DATE JURY DEMAND FILED: 1 CENT TO ATT

COPY TO

C/A

AMOUNT AT ISSUE CONSOLIDATION DATE CONSOLIDATION ORDERED

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:

Patrick J. Moran

Patrick J. Moran, Esquire

215-619-4322

FOR THE PLAINTIFF

TELEPHONE NUMBER

Troy J. Harper, Esquire

FOR THE DEFENDANT

TELEPHONE NUMBER

Dennis J. Stofko, Esquire

FOR ADDITIONAL DEFENDANT

TELEPHONE NUMBER

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

TRAVELER'S INDEMNITY
COMPANY

vs.

DAVID ALTMAN, d/b/a REEDS
CHIMNEY CLEANING

vs.

GARY BOWMAN, d/b/a BOWMAN
MASONRY

:
:
:
: No. 05-244-CD
:
:
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:
:
:
:
:

FILED
01/10/09
FEB 28 2006

William A. Shaw
Prothonotary/Clerk of Courts
TCC CIA

ORDER

NOW, this 27 day of February, 2006, it is the ORDER of the Court that the above-captioned matter is scheduled for Arbitration on **Thursday, April 13, 2006 at 1:00 P.M.** in the Conference/Hearing Room No. 3, 2nd Floor, Clearfield County Courthouse, Clearfield, PA. The following have been appointed as Arbitrators:


John A. Ayres, Jr., Chairman

Mark A. Falvo, Esquire

Courtney L. Kubista, 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 is enclosed as well as a copy of said Local Rule of Court.

BY THE COURT:


FREDRIC J. AMMERMAN
President Judge

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

TRAVELER'S INDEMNITY
COMPANY

vs.

No. 05-244-CD

DAVID ALTMAN, d/b/a REEDS
CHIMNEY CLEANING

vs.

GARY BOWMAN, d/b/a BOWMAN
MASONRY

FILED 7cc
011:02:01 CIA
MAR 02 2006
William A. Shaw
Prothonotary/Clerk of Courts

AMENDED ORDER

NOW, this 15th day of March, 2006, it is the ORDER of the Court that the above-captioned matter is scheduled for Arbitration on **Thursday, April 13, 2006 at 1:00 P.M.** in the Conference/Hearing Room No. 3, 2nd Floor, Clearfield County Courthouse, Clearfield, PA. The following have been appointed as Arbitrators:

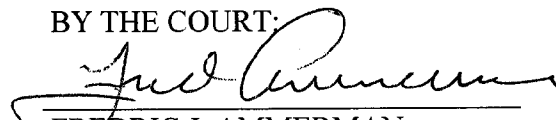
John A. Ayres, Jr., Chairman

Mark A. Falvo, Esquire

David R. Thompson, 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 is enclosed as well as a copy of said Local Rule of Court.

BY THE COURT:


FREDRIC J. AMMERMAN
President Judge

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Travelers Indemnity Company, as Subrogee
of Ronald & Gloria Collins

vs.

David F. Altman, d/b/a Reed's Chimney
Cleaning; and Gary Bowman, d/b/a
Bowman Masonry

No. 2005-00244-CD

OATH OR AFFIRMATION OF ARBITRATORS

Now, this 13th day of April, 2006, we the undersigned, having been appointed arbitrators in the above case do hereby swear, or affirm, that we will hear the evidence and allegations of the parties and justly and equitably try all matters in variance submitted to us, determine the matters in controversy, make an award, and transmit the same to the Prothonotary within twenty (20) days of the date of hearing of the same.

John A. Ayres, Jr., Esq.

Mark A. Falvo, Esq.

David R. Thompson, Esq.

John A. Ayres, Jr.
Chairman
Mark A. Falvo
David R. Thompson

Sworn to and subscribed before me this
13th day of April, 2006.

William A. Shaw
Prothonotary

AWARD OF ARBITRATORS

Now, this 13th day of April, 2006, we the undersigned arbitrators appointed in this case, after being duly sworn, and having heard the evidence and allegations of the parties, do award and find as follows: *Verdict in favor of Plaintiff Travelers Indemnity Company against David Altman, d/b/a Reed's Chimney Cleaning in the amount of \$15,307.44 plus statutory interest. As to Defendant Gary Bowman d/b/a Bowman Masonry verdict is entered in favor of Defendant.*

John A. Ayres, Jr. Chairman
Mark A. Falvo
David R. Thompson

(Continue if needed on reverse.)

ENTRY OF AWARD

Now, this 13th day of April, 2006 I hereby certify that the above award was entered of record this date in the proper dockets and notice by mail of the return and entry of said award duly given to the parties or their attorneys.

WITNESS MY HAND AND THE SEAL OF THE COURT

William A. Shaw
Prothonotary
By _____

FILED

012:55 PM
APR 13 2006

Notice to Arlys:
Harper
Stosko
Moran

William A. Shaw
Prothonotary/Clerk of Courts

Travelers Indemnity Company, as Subrogee
of Ronald Lewis Collins and Gloria Ann Collins

: IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY

Vs.

: No. 2005-00244-CD

David F. Altman, d/b/a Reed's Chimney
Cleaning; and Gary Bowman, d/b/a Bowman
Masonry

NOTICE OF AWARD

TO: Patrick J. Moran, Esq.
Dennis J. Stofko, Esq.
Troy J. Harper, Esq.

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on April 13, 2006 and have awarded:

Verdict in favor of Plaintiff Traveler's Indemnity Company against David Altman, d/b/a Reed's Chimney Cleaning in the amount of \$15,307.44 plus statutory interest. As to Defendant Gary Bowman d/b/a Bowman Masonry verdict is entered in favor of Defendant.

William A. Shaw

Prothonotary

By 

April 13, 2006
Date

In the event of an Appeal from Award of Arbitration within thirty (30) days of date of award.

FILED Any
m/11/01/01 Stofko
APR 27 2006 pd.
600.00
William A. Shaw
Prothonotary/Clerk of Courts (CK)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

TRAVELERS INDEMNITY COMPANY,
as Subrogee of Ronald and Gloria
Collins,

Plaintiff

vs.

No. 05-244 CD

DAVID F. ALTMAN, d/b/a
Reeds Chimney Cleaning and
GARY BOWMAN, d/b/a Bowman
Masonry,

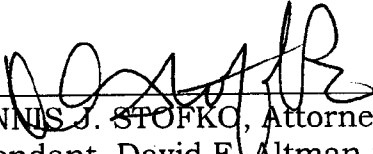
Defendants

NOTICE OF APPEAL FROM AWARD OF ARBITRATORS

TO THE PROTHONOTARY:

Notice is given that the Defendant, David F. Altman d/b/a Reeds
Chimney Cleaning does hereby appeal from the award of arbitrators dated April
13, 2006.

I hereby certify that the compensation of the arbitrators has been paid.


DENNIS J. STOFKO, Attorney for
Defendant, David F. Altman t/d/b/a
Reeds Chimney Cleaning

Travelers Indemnity Company, as Subrogee
of Ronald Lewis Collins and Gloria Ann Collins

: IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY

Vs.

: No. 2005-00244-CD

David F. Altman, d/b/a Reed's Chimney
Cleaning; and Gary Bowman, d/b/a Bowman
Masonry

NOTICE OF AWARD

TO: Patrick J. Moran, Esq.
Dennis J. Stofko, Esq.
Troy J. Harper, Esq.

You are herewith notified that the Arbitrators appointed in the above case have filed
their award in this office on April 13, 2006 and have awarded:

Verdict in favor of Plaintiff Traveler's Indemnity Company against David Altman,
d/b/a Reed's Chimney Cleaning in the amount of \$15,307.44 plus statutory interest. As to
Defendant Gary Bowman d/b/a Bowman Masonry verdict is entered in favor of
Defendant.

William A. Shaw

Prothonotary

By

April 13, 2006

Date

In the event of an Appeal from Award of Arbitration within thirty (30) days of date of
award.

CA

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

TRAVELERS INDEMNITY COMPANY, :
as Subrogee of Ronald and Gloria Collins :

vs. :

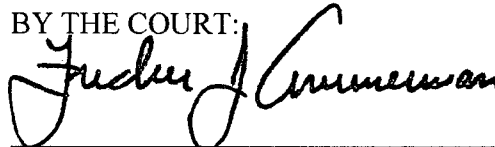
No. 05-244-CD

DAVID F. ALTMAN, d/b/a Reeds Chimney :
Cleaning and GARY BOWMAN, d/b/a :
BOWMAN MASONRY :

ORDER

AND NOW, this 13th day of May, 2006, upon consideration of Defendant David F. Altman's Notice of Appeal from Award of Arbitrators filed on April 27, 2006 by Attorney of Record Dennis J. Stofko, Esquire, it is the ORDER of the Court that the Court Administrator of Clearfield County is directed to place this matter on the Fall 2006 Civil Non-Jury Trial List.

BY THE COURT:




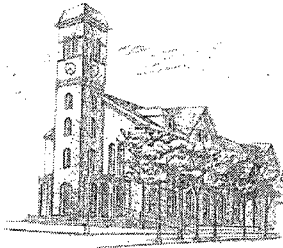
FREDRIC J. AMMERMAN
President Judge

FILED

01/10/1064
MAY 02 2006

icc
Atty's: Moran
Stofko
Harper

William A. Shaw
Prothonotary/Clerk of Courts 



Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

David S. Ammerman
Solicitor

Jacki Kendrick
Deputy Prothonotary

Bonnie Hudson
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

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

Sincerely,

William A. Shaw
Prothonotary

DATE: 5/2/06

_____ You are responsible for serving all appropriate parties.

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

X Plaintiff(s)/Attorney(s)

X Defendant(s)/Attorney(s)

_____ Other

_____ Special Instructions:

LA

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

TRAVELERS INDEMNITY COMPANY : NO. 05-244-CD
as Subrogee of RONALD & GLORIA :
COLLINS, :
Plaintiffs :
V. :
DAVID F. ALTMAN, d/b/a REED'S :
CHIMNEY CLEANING, and GARY :
BOWMAN d/b/a BOWMAN MASONRY, :
Defendants :

FILED
012:2501
AUG 16 2006

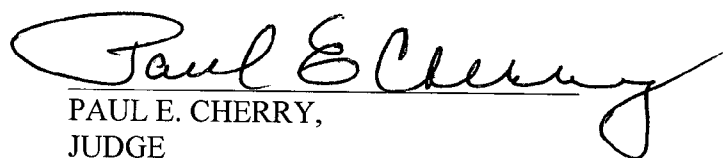
William A. Shaw
Prothonotary/Clerk of Courts

ice. Atty's:
Moran
Stofko
Harper

ORDER

1. Non-Jury Trial in this matter is scheduled for December 1, 2006, beginning at 9:00 o'clock A.M. in Courtroom No. 2 of the Clearfield County Courthouse, Clearfield, Pennsylvania.
2. The deadline for providing any and all outstanding discovery shall be by and no later than thirty (30) days prior to the commencement of trial.
3. Counsel for the parties, if they so desire, may submit a Trial Brief to the Court no more than thirty (30) days prior to the commencement of trial.
4. The deadline for submitting any and all Motions shall be by and no later than thirty (30) days prior to the commencement of trial.
5. The parties shall mark all exhibits for trial prior to trial to speed introduction of exhibits.

BY THE COURT,


PAUL E. CHERRY,
JUDGE

DATE: 8/16/06

 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

 Defendant(s) X Defendant(s) Attorney

 Special Instructions:

FILED

AUG 16 2006

William A. Shaw
Prothonotary/Clerk of Courts

LAW OFFICES
FRANCIS R. GARTNER & ASSOCIATES
BY: PATRICK J. MORAN, ESQUIRE
ATTORNEY ID. NO. 61580
UNION MEETING, III, SUITE 215
960-B HARVEST DRIVE
BLUE BELL, PA 19422
(215) 619-4322

Attorney for Plaintiffs

TRAVELERS INDEMNITY COMPANY,
as Subrogee of RONALD & GLORIA COLLINS :

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DAVID F. ALTMAN, d/b/a REEDS
CHIMNEY CLEANING

NO.: 05-244 CD

and

GARY BOWMAN, d/b/a
BOWMAN MASONRY

ORDER TO SETTLE, DISCONTINUE AND END

TO THE PROTHONOTARY:

Kindly mark the above matter settled, discontinued and ended.

FRANCIS R. GARTNER & ASSOCIATES

BY: Patrick J. Moran
PATRICK J. MORAN, ESQUIRE

Date: 11/29/06

FILED 1CC & 1 CeA of
disc. issued to
M/11:37 am Att. Moran.
DEC 04 2006
William A. Shaw
Prothonotary/Clerk of Courts

LAW OFFICES

FRANCIS R. GARTNER & ASSOCIATES

Union Meeting III, Suite 215
960-B Harvest Drive
Blue Bell, PA 19422-1969
Office (215) 619-4300
Fax (215) 619-4370

Patrick J. Moran, Esquire
Direct Dial No. (215) 619-4322

November 29, 2006

Prothonotary
Clearfield County Court House
230 E. Market Street
Clearfield, PA 16830

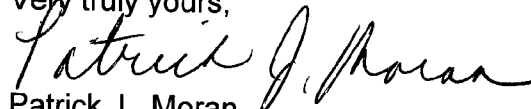
**Re: Travelers, a/s/o Ronald & Gloria Collins v. Reeds
Chimney, et al
Clearfield County C.C.P., No.: 05-244 CD**

Dear Sir or Madam:

Enclosed please find an original and copy of Order to Settle, Discontinue and End. Please file the original and return the time-stamped copy to me in the enclosed envelope.

Thank you for your time and attention to this matter.

Very truly yours,


Patrick J. Moran

br

Enclosure

cc: Troy Harper, Esquire (w/enclosure)
Dennis J. Stofko, Esquire (w/enclosure)
Ms. Ronda J. Wisor – Court Administrator's Office
(via facsimile @ 814-765-7649)

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

CIVIL DIVISION

COPY

**Travelers Indemnity Company
Ronald Lewis Collins
Gloria Ann Collins**

Vs.

No. 2005-00244-CD

**David F. Altman
Gary Bowman**

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 December 4, 2006, marked:

Settled, discontinued and ended

\$105.00 paid by Gartner and Associates

\$600.00 paid by Dennis Stofko Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 4th day of December A.D. 2006.



William A. Shaw, Prothonotary

Please just
file these in the
file. TX R

APR. 5. 2006 1:13PM

STOFKO LAW OFFICESDENNIS J. STOFKO
ANDREW L. HORVATH969 EISENHOWER BOULEVARD, SUITE E
P.O. BOX 5500
JOHNSTOWN, PENNSYLVANIA 15904TELEPHONE 814-262-0064 or 814-262-7341
FAX 814-262-0905
E-MAIL stofkoesq@stofkolaw.com

April 5, 2006

TO ALL COUNSEL AND ARBITRATORS:

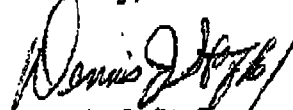
Re: Travelers vs. Altman, et al.
No. 05-244 CD

Gentlemen:

I have just received a call from my client, David Altman, who advises he is having knee surgery on April 12 and is not available for the arbitration hearing scheduled for April 13.

I am therefore requesting a continuance of this hearing. Should this not be agreeable, please advise and I will file a motion with the Court.

Sincerely,


Dennis J. Stofko

DJS/dd

4/12/06 W 9:20 AM. (Dan Payne) Note
"Debbie" Named Assistant, I called and indicated the Judge was unwilling to grant the continuance. She forwarded me to Mr. Stofko.

Mr. Stofko, I spoke to him and told him the Judge was unwilling to grant the continuance as the Arbitration had been scheduled well in advance. Mr. Stofko was explained all things behind the Arbitration was cancelled & Dr. P surgery was scheduled. He will notify other Attys. I see who may be in attendance if anyone.

John A. Ayres, Jr.
Attorney-At-Law

101 South Second Street
Clearfield, PA 16830
(814) 765-2611
(814) 765-2612 Facsimile

1222 Pennsylvania Avenue
Hess Building, Suite 201
Tyrone, PA 16686
(814) 684-4695
(814) 684-5587 Facsimile

FACSIMILE TRANSMISSION COVER SHEET
CLEARFIELD OFFICE

DATE: 4-10-06 NO. OF PAGES, INCLUDING COVER _____
TO: Rhonda Woods, Deputy Ct. Adm.
FAX NO.: 765-7649
FROM: JOHN A. AYRES, JR., ESQUIRE AND/OR KIM CLUKEY
OUR FAX NO.: (814) 765-2612
RE: Traveler's vs. Altman
MESSAGE: Arbitration - 4B-06

IF ANY OF THESE PAGES ARE NOT LEGIBLE OR YOU DID NOT RECEIVE ALL
OF THE PAGES AS INDICATED, PLEASE CALL **KIM** AT (814) 765-2611.

CONFIDENTIALITY NOTICE

THE DOCUMENTS ACCOMPANYING THIS TELECOPY TRANSMISSION CONTAIN CONFIDENTIAL INFORMATION BELONGING TO THE SENDER WHICH IS PRIVILEGED. THE INFORMATION IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF YOU ARE NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISCLOSURE, COPYING, DISTRIBUTION OR THE TAKING OF ANY ACTION REGARDING THE CONTENTS OF THIS TELECOPIED INFORMATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS TELECOPY IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE TO ARRANGE FOR RETURN OF THE ORIGINAL DOCUMENTS TO US.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

TRAVELERS INDEMNITY COMPANY,
as Subrogee of Ronald and Gloria
Collins,

Plaintiff

vs.

No. 05-244 CD

DAVID F. ALTMAN, d/b/a
Reeds Chimney Cleaning and
GARY BOWMAN, d/b/a Bowman
Masonry,

Defendants

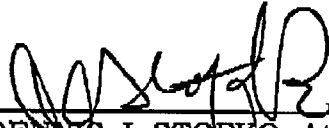
MOTION TO CONTINUE

NOW COMES the Defendant, David F. Altman, d/b/a Reeds Chimney
Cleaning, by and through counsel, Dennis J. Stofko and files the following
Motion to Continue.

1. The above captioned case has been scheduled for arbitration on April 13, 2006.
2. Defendant, David F. Altman has advised counsel that he is having knee surgery on April 12, 2006 and will be unable to attend the hearing on April 13, 2006.
3. Counsel of record, Patrick J. Moran and Troy Harper, are agreeable to this request.

Sched.
for this
Thurs!

WHEREFORE, Defendant, David F. Altman t/d/b/a Reeds Chimney Cleaning hereby requests this Honorable Court to continue the arbitration scheduled for April 13, 2006.



DENNIS J. STOFKO, Attorney for
Defendant, David F. Altman t/d/b/a
Reeds Chimney Cleaning

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

TRAVELERS INDEMNITY COMPANY,
as Subrogee of Ronald and Gloria
Collins,

Plaintiff

vs.

No. 05-244 CD

DAVID F. ALTMAN, d/b/a
Reeds Chimney Cleaning and
GARY BOWMAN, d/b/a Bowman
Masonry,

Defendants

ORDER

AND NOW this _____ day of _____, 2006 upon
consideration of the foregoing Motion,

IT IS HEREBY ORDERED, DIRECTED AND DECREED that this case be
continued until further Order of Court.

BY THE COURT.

969 Eisenhower Boulevard
P.O. Box 5500
Johnstown, Pennsylvania 15904
Phone 814-262-0064
Fax 814-262-0905

**STOFKO LAW
OFFICES**

Fax

| | |
|-----------------------------------------|---------------------------------------|
| TO: Rhonda Wisor, | From: Dennis J. Stofko/Debby |
| Fax: 814 765-7649 | Pages: (including cover sheet) |
| <hr/> | |
| Phone: | Date: April 10, 2006 |
| <hr/> | |
| Re: Travelers vs. Altman, et al. | |
| <hr/> | |
| No. 05-244 CD | |
| <hr/> | |
| Urgent | For Review |
| Please Comment | Please Reply |
| Please Recycle | |

● **Comments :** I enclose herewith a Motion to Continue the arbitration hearing in the above matter. I am sorry I did not realize I needed a motion to continue as I had requested a continuance from counsel and the chairman of the board.

Any questions, call. THANKS....

cc: Patrick J. Moran, Esquire
Troy Harper, Esquire
John Ayres, Esquire

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED, AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. If the reader of the message is not the intended recipient or the employee of agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone. Thank you.

Atty Stopko
to call Mon or Tues
whether Jerry or Na Long
8/15 called Stopko's office
for update @ 2:30 pm
left msg - he was on
phone
8/16 No msg.

Trial
12/11

- J. Cherry
(NJ possibly)
D. Stopko
NJ Under school
jury -

TRAVELERS INDEMNITY COMPANY
as Subrogee of RONALD & GLORIA
COLLINS,

PLAINTIFFS

v.

DAVID F. ALTMAN, d/b/a REED'S
CHIMNEY CLEANING; and GARY
BOWMAN d/b/a BOWMAN MASONRY,

DEFENDANTS

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

CIVIL ACTION - LAW

RECEIVED

AUG 09 2006

NO: 2005-244 C.D. COURT ADMINISTRATOR'S
OFFICE

PRETRIAL STATEMENT PURSUANT TO 46 J.D.R.C.P. 212.4

AND NOW, comes the Plaintiff, Travelers Indemnity Company, as subrogee of Ronald and Gloria Collins, by and through its attorney, Patrick J. Moran, files the following Arbitration Pretrial Statement Pursuant to 46 J.D.R.C.P. 212.4.

I. FACTS

In early September of 2003, the home of Ronald and Gloria Collins was struck by lightning. The lightning damaged the chimney of the home. Defendant, David F. Altman, d/b/a Reed's Chimney Cleaning, performed a video scope inspection of the chimney. Defendant Altman informed the Plaintiffs that the chimney would require repair.

On or about September 4, 2003, Defendant Gary Bowman, d/b/a Bowman Masonry, supplied a proposal to the Collins's to repair the chimney/flue. Defendant Bowman completed the repairs to the chimney on or about September 17, 2003.

On or about October 31, 2003, the Collins's used their furnace system and a "puff back" occurred. This occurrence caused smoke/soot to enter the premises, resulting in damage throughout the house.

Plumber Jerry Bloom, president of Bloom Electric, made repairs to the furnace in the home of Ronald and Gloria Collins. In correspondence dated November 4, 2003, Bloom informed Ronald and Gloria Collins that a serviceman from his company found that the terracotta flue line in the chimney was broken. This broken terra cotta flue liner "plugged" the base of the flue and resulted in the obstruction of smoke and waste gases.

Travelers Indemnity Company provided insurance coverage to Ronald and Gloria Collins. Due to the damages sustained, Ronald and Gloria Collins submitted a claim to their insurer, and Travelers Indemnity Company, pursuant to the terms of the applicable policy, paid Ronald and Gloria Collins \$15,307.44. Travelers Indemnity Company is subrogated to the rights of its insured.

II. LEGAL THEORIES

Travelers Indemnity Company is pursuing Defendant David F. Altman, d/b/a Reed's Chimney Cleaning, and Defendant Gary Bowman, d/b/a Bowman Masonry, under the theory of negligence.

III. UNUSUAL QUESTIONS OF LAW

None.

IV. WITNESSES

Gary Bowman, Clearfield, Pennsylvania – Liability;

David Altman, Brookville, Pennsylvania – Liability;

Ronald Collins, Clearfield, Pennsylvania - Liability and Damages;

Gloria Collins (Yesofsky), Clearfield, (Mars) Pennsylvania – Liability and Damages;

Jerry Bloom, Clearfield, Pennsylvania – Liability.

V. EXHIBITS

Photographs of the home;

Documentation from Bowman Masonry;

Documentation from Reed's Chimney Cleaning;

Documentation from Bloom Electric;

Damages Documentation;

Any other exhibits set forth in any other parties' Pretrial Statements; and

Any other documents or exhibits produced through discovery by any party.

VI. ESTIMATED TIME FOR TRIAL

One-half (1/2) to One (1) day.

RESPECTFULL SUBMITTED,

FRANCIS R. GARTNER & ASSOCIATES

By: 

Patrick J. Moran
Attorney for Plaintiff

8.11
2:30

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

TRAVELERS INDEMNITY COMPANY,
as Subrogee of Ronald and Gloria
Collins,

Plaintiff

vs.

DAVID F. ALTMAN, d/b/a
Reeds Chimney Cleaning and
GARY BOWMAN, d/b/a Bowman
Masonry,

Defendants

RECEIVED

AUG 9 2 2006

ADMINISTRATIVE
OFFICE

No. 05-244 CD

PRETRIAL STATEMENT

Counsel of record for this party:
Dennis J. Stofko, Esquire
P.O. Box 5500
Johnstown, Pa. 15904
814 262-0064
ID 27638

DEFENDANT, DAVID F. ALTMAN, d/b/a Reeds Chimney Cleaning's
PRETRIAL NARRATIVE STATEMENT

NOW COMES the Defendant, David Altman d/b/a Reeds Chimney Cleaning, by and through counsel, Dennis J. Stofko and files the following Pretrial Statement.

STATEMENT OF THE CASE

The Defendant was hired by Plaintiffs to perform a camera inspection of his chimney due to lightning striking the chimney in September, 2003. The Defendant put a camera into the flue and showed the plaintiff what damage resulted from the lightning strike. Subsequently the plaintiff hired defendant, Gary Bowman to perform the masonry work. Defendant Altman avers that there is no viable cause of action against him and if there was any further damage that occurred, it was the result of work done by parties other than the Defendant Altman.

WITNESSES

David Altman;

Gary Bowman;

All witnesses listed in other pretrial statements.

Defendant Altman reserves the right to call other witnesses after reasonable notice to the Court and the parties.

EXHIBITS

Copies of invoice dated September 12, 2003 for work performed by Reed's Chimney Cleaning;

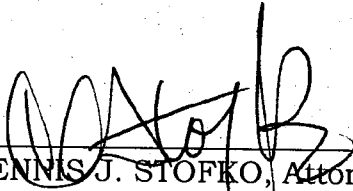
Copies of invoices dated September 4, 2003 and October 1, 2003 from
Bowman Masonry;

The video camera and inspection equipment utilized by Defendant
Altman;

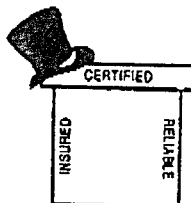
All exhibits listed on other pretrial statements.

Defendant Altman reserves the right to have other exhibits after
reasonable notice to the Court and the parties.

Defendant Altman reserves the right to supplement this pretrial prior to
the time of trial.



DENNIS J. STOFKO, Attorney for
Defendant, David Altman d/b/a
Reeds Chimney Cleaning



81 Reed's Chimney Cleaning (Relining and Accessories)

R.R. 8, Box 11
 Brookville, PA 15825
 Annual Cleaning Saves Lives and Money

Date 9-12-03

Name Gloria Collins

Address 721 Cambria Dr -

City CLEARFIELD PA 16830

Phone 765-6219

Bill

| Chimney(s) Cleaned | | |
|-----------------------|----|----|
| 1- CHIMNEY SCAN VIDEO | 45 | 00 |
| | | |
| | | |
| TX | 2 | 70 |
| TOTAL | 47 | 70 |

(8") 4-LINER DOWN FROM TOP OF CHIMNEY
 ARE BROKEN. AC# 880

THE REST OF LINERS ARE NOT CRACKED OR
 BROKEN.

THANK YOU
 [Signature]

I understand that Reed's Chimney Cleaning will not be liable
 for damages caused by deficiencies or hazards as stated above.

TOTAL

Signature

SEP-22-2004 14:18 FROM: BOWMAN MASONRY 8147656691

PROPOSAL

BOWMAN MASONRY
1993 Turnpike Ave. Ext
Clearfield, Pa. 16830
814-765-6095 fax 814-765-6691

Proposal No.

Sheet No.

Date Sept 4, 2003

Proposal Submitted To

Work To Be Performed At

Name BRI - Gloria Collins
 Street 721 Cambria Drive
 City Clearfield
 State PA 16830
 Telephone Number (814) 765-6777

Street _____
 City Clearfield State _____
 Date of Plans _____
 Architect _____

We hereby propose to furnish the materials and perform the labor necessary for the completion of
A new flue from the roof vent up approx 7' High.

The old flue set up scaffolding and torn down and had away the flue too that was hit by lightning. The existing flue was made with 16"x16" flue brick, 24" flue liner and passed on the outside with Dri-Vent with insulation under it. The flue was collected and the sparks escaped. When the lightning hit the flue, it started down all through the yard. It will also be cleaned up.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of
Two Thousand One Hundred Fifty Dollars (\$ 2150.00)
 with payments to be made as follows:

Payment in full upon completion.

Any alteration or deviation from above specifications involving extra costs, will be required only upon written orders, and will become an extra charge over and above the contract. All disputes concerning price, quality, quantity or delivery beyond our control, shall be referred to the arbitrator and other necessary insurance cover above work, Workmen's Compensation and Public Liability Insurance on above work to be taken out by _____

Respectfully submitted

Per

Gary P. Bowman
Bowman J. Bowman
 Note -- This proposal may be withdrawn by us if not accepted within 120 days

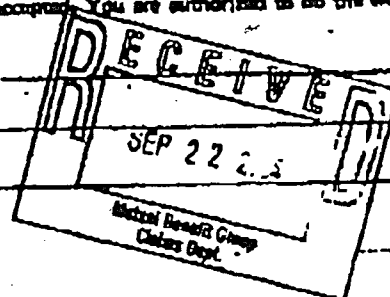
ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date _____



BOWMAN MASONRY

1993 Turnpike Ave. Ext
 Clearfield, Pa. 16830
 814-765-6095 fax 814-765-6691
SERVICE INVOICE

BILL TO

Ron & Gloria Collins

JOB LOCATION

721 Cambria Drive

SAGE

Clearfield Pa. 16830

(814) 765-6219

TERMS: A FINANCE CHARGE OF 1% PER MONTH (ANNUAL RATE OF 12%)
 WILL BE CHARGED ON BALANCES OVER 30 DAYS.

DATE

SOLD BY

☐ CASH☐ C.O.D.☐ CHARGES☐ MDSE. RETD.

Oct 1, 2003

QUANTITY

DESCRIPTION

PRICE

AMOUNT

As per contract we tore down and bricked away
 the flue from the roof level up. We redone the
 flue the same way as it originally was. This was
 all due to lightning striking the flue.

\$ 2150.00

DEFENDANT'S
 EXHIBIT

2

SIGNED

Gary Bowman

MATERIAL

SALES TAX

TOTAL

LABOR

TOTAL AMOUNT

\$ 2150.00

PLEASE PAY FROM THIS INVOICE. NO OTHER STATEMENT WILL BE RENDERED.

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

TRAVELERS INDEMNITY COMPANY,
as Subrogee of RONALD & GLORIA
COLLINS,

Plaintiffs,

vs.

DAVID F. ALTMAN, d/b/a REED'S
CHIMNEY CLEANING; and GARY
BOWMAN, d/b/a BOWMAN MASONRY,
Defendants.

CIVIL ACTION - LAW

Number 2005 - 244 C.D.

Type of Case: Civil Division

Type of Pleading: Pretrial Statement
Pursuant to 46 J.D.R.C.P. 212.4

Filed on behalf of: Defendant, Gary
Bowman, d/b/a Bowman Masonry

Counsel of Record for this Party:

Troy J. Harper
Supreme Court Number: 74753

John C. Dennison, II
Supreme Court Number: 29408

DENNISON, DENNISON & HARPER
293 Main Street
Brookville, Pennsylvania 15825
(814) 849-8316

TRAVELERS INDEMNITY COMPANY,
as Subrogee of RONALD & GLORIA
COLLINS,

Plaintiffs,

vs.

DAVID F. ALTMAN, d/b/a REED'S
CHIMNEY CLEANING; and GARY
BOWMAN, d/b/a BOWMAN MASONRY,
Defendants.

* In the Court of Common Pleas of
* Clearfield County, Pennsylvania
*
*
* Civil Action - Law
*
*
*
*
* Number 2005 - 244 C.D.

PRETRIAL STATEMENT PURSUANT TO 46 J.D.R.C.P. 212.4

AND NOW, comes the Defendant, GARY BOWMAN, t/d/b/a BOWMAN MASONRY,
by and through his attorneys, Dennison, Dennison & Harper, who file the following Arbitration
Pretrial Statement Pursuant to 46 J.D.R.C.P. 212.4.

I. FACTS

In the Fall of 2003, the Plaintiffs' home was struck by lightning. The lightning damaged the chimney of the Plaintiffs' home. At the request of the Plaintiffs, the Defendant, David F. Altman, t/d/b/a Reed's Chimney Cleaning, did a video scope of the Plaintiffs' chimney. The Plaintiffs contend that the Defendant, David F. Altman, t/d/b/a Reed's Chimney Cleaning, did not inform them of any debris or blockage at the base of the chimney.

Thereafter, on or about September 4, 2003, at the request of the Plaintiffs, the Defendant, Gary Bowman, d/b/a Bowman Masonry, supplied a proposal to the Plaintiffs to repair the chimney/flue from the point of the roof line up to a height of approximately seven feet. Gary Bowman, d/b/a Bowman Masonry completed the repairs on or about September 17, 2003, to the

Plaintiffs' satisfaction. At no time was Gary Bowman, d/b/a Bowman Masonry, requested to or contracted to complete any repairs from the point of the roof line down the flue/chimney.

Further, he was not requested nor contracted to inspect or remove any debris from the inside of the base of the flue, nor was he made aware of any such condition.

On or about October 31, 2003, the Plaintiffs used their furnace system, and at that time, a "puff back" occurred which caused smoke to enter the residence. The Plaintiffs seek damages for clean up related to said event.

A Compulsory Arbitration Hearing was conducted in this matter on April 13, 2006. At the conclusion of the Arbitration Hearing, a judgment was entered in favor of the Plaintiffs against only Defendant, David F. Altman, t/d/b/a Reed's Chimney Cleaning. Thereafter, Defendant, David F. Altman, t/d/b/a Reed's Chimney Cleaning, filed a timely appeal.

II. LEGAL THEORIES

1. Was the Defendant, Gary Bowman, d/b/a Bowman Masonry, negligent in making repairs to the chimney?
2. Was any alleged negligence on the part of the Defendant, Gary Bowman, d/b/a Bowman Masonry, a substantial factor in causing any damage to the Plaintiffs?
3. Was the Defendant, David F. Altman, t/d/b/a Reed's Chimney Cleaning, negligent in inspecting the chimney?
4. Was any alleged negligence on the part of the Defendant, David F. Altman, t/d/b/a Reed's Chimney Cleaning, a substantial factor in causing any damage to the Plaintiff?
5. Were the Plaintiffs, Ronald Collins and Gloria Collins, contributorily negligent?

III. UNUSUAL QUESTIONS OF LAW

None.

IV. WITNESSES

- (1) Gary Bowman, 1993 Turnpike Avenue Ext., Clearfield, Pennsylvania - Liability
- (2) Gloria Collins, Clearfield, Pennsylvania - Liability and damages
- (3) David Altman, 910 Snyder Road, Brookville, Pennsylvania - Liability

V. EXHIBITS

The Defendant shall offer some and/or all of the following documents and things as exhibits at the trial of this case:

1. Photographs of the home;
2. Bowman Masonry Proposal Dated September 4, 2003;
3. Bowman Masonry Service Invoice Dated October 1, 2003;
4. Any other exhibits set forth in any other parties' Pretrial Statements; and
5. Any other documents or exhibits produced through discovery by any party.

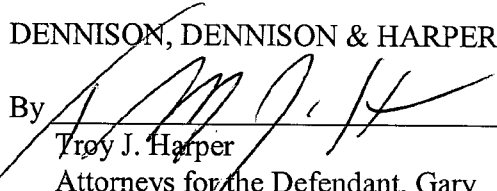
VI. ESTIMATED TIME FOR TRIAL

One-half day (1/2) day.

RESPECTFULLY SUBMITTED,

DENNISON, DENNISON & HARPER

By


Troy J. Harper

Attorneys for the Defendant, Gary
Bowman, d/b/a Bowman Masonry

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing Pretrial Statement was served on the

2nd day of August, 2006, by United States Mail, First Class,

Postage Prepaid, addressed to the following:

Patrick J. Moran, Esq.
Law Offices of Francis Gartner &
Associates
Union Meeting III, Suite 215
960-B Harvest Drive
Blue Bell, Pennsylvania 19422

Dennis J. Stofko, Esq.
P.O. Box 5500
Johnstown, Pennsylvania 15904

DENNISON, DENNISON & HARPER

By


Troy J. Harper

Attorneys for the Defendant, Gary
Bowman, d/b/a Bowman Masonry

BOWMAN MASONRY

**1993 Turnpike Ave. Ext
Clearfield, Pa. 16830
814-765-6095 fax 814-765-6691
SERVICE INVOICE**

SERVICE INVOICE

BILL TO Ron & Gloria Collins ADDRESS LOCATION _____
721 Cambria Drive _____ SASE
Cleatfield Pa. 16830 _____

TERMS: A FINANCE CHARGE OF 1 1/2% PER MONTH (ANNUAL RATE OF 18%) WILL BE CHARGED ON BALANCES OVER 30 DAYS.

TERMS: A FINANCE CHARGE OF 1 1/2% PER MONTH (ANNUAL RATE OF 18%) WILL BE CHARGED ON BALANCES OVER 30 DAYS.

[illegible]

PLEASE PAY FROM THIS INVOICE. NO OTHER STATEMENT WILL BE RENDERED.

PROPOSAL

BOWMAN MASONRY

**1993 Turnpike Ave. Ext
Clearfield, Pa. 16830
814-765-6095 fax 814-765-6691**

Proposal No.

Sheet No.

Date Sept 4, 2003

Proposal Submitted To

Work To Be Performed At

Name Ramona Collins
Street 721 Cambria Drive
City Clearfield
State Pa 16830
Telephone Number (814) 765-6719

Street _____
City Clearfield State _____
Date of Plans _____
Architect _____

We hereby propose to furnish the materials and perform the labor necessary for the completion of

A new flue from the roof level up approx 7' High. - "

We will set up scaffolding and tear down and haul away the flue top that was hit by lightning. The existing flue was made with 16"x16" flue block, 8"x8" flue tubes, and packed on the outside with brick with insulation under it. The flue will be replaced and the shingles replaced. When the lightning hit the flue, it threw debris all through the yard. It will also be cleaned up.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of

with payments to be made as follows:

Two Thousand One Hundred Fifty Dollars (\$ 2150.00).

Payment in full upon completion.

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workman's Compensation and Public Liability insurance on above work to be taken out by

Respectfully submitted

Per

Note — This proposal may be withdrawn by us if not accepted within 120 days

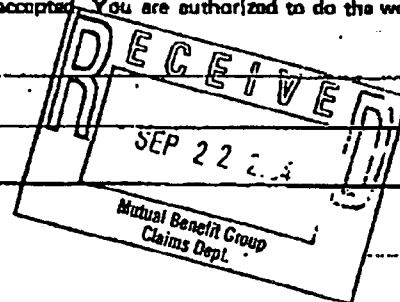
ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

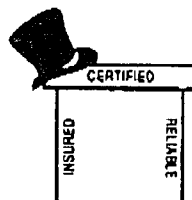
Date

Signature

Signature



**DEFENDANT'S
EXHIBIT**

**Reed's Chimney Cleaning**
(Relining and Accessories)R.R. 8, Box 11
Brookville, PA 15825
Annual Cleaning Saves Lives and Money

81

Date 9-12-03Name Gloria CollinsAddress 721 Cambria Dr -City Clearfield Pa 16830Phone 765-6219

Bill

| Chimney(s) Cleaned | | |
|----------------------|----|----|
| 1 - Chim. SCAN VIDEO | 45 | 00 |
| | | |
| | | |
| | | |
| TX | 2 | 70 |
| TOTAL | 47 | 70 |

(8) 4-Liner Down From top of chimney
Are Broken, PAC# 88

The Rest of Liners Are Not Cracked or
Broken.

THANK YOU
TDC

I understand that Reed's Chimney Cleaning will not be liable
for damages caused by deficiencies or hazards as stated above.

TOTAL

Signature

STOFKO LAW OFFICES

DENNIS J. STOFKO

ANDREW L. HORVATH

969 EISENHOWER BOULEVARD, SUITE E

P.O. BOX 5500

JOHNSTOWN, PENNSYLVANIA 15904

TELEPHONE 814-262-0064 or 814-262-7341

FAX 814-262-0905

E-MAIL stofkoesq@stofkolaw.com

April 3, 2006

Court Administrator
Clearfield County Courthouse
230 E. Market Street
Clearfield, Pennsylvania 16830

Re: Traveler's vs. Altman, et al.
No. 05-244CD

Dear Sir:

I enclose herewith Defendant Altman's Pretrial Statement.

By copy, I am forwarding same to all counsel of record and also the arbitration board.

Thank you for your cooperation.

Sincerely,

Dennis J. Stofko

DJS/dd

Enclosure

cc: Patrick J. Moran, Esquire
Troy Harper, Esquire
John A. Ayres, Jr., Esquire
Mark A. Falvo, Esquire
David R. Thompson, Esquire

RECEIVED

APR 3 2006

COURT ADMINISTRATOR
OFFICE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

TRAVELERS INDEMNITY COMPANY,
as Subrogee of Ronald and Gloria
Collins,

Plaintiff

vs.

No. 05-244 CD

DAVID F. ALTMAN, d/b/a
Reeds Chimney Cleaning and
GARY BOWMAN, d/b/a Bowman
Masonry,

Defendants

PRETRIAL MEMORANDUM

Counsel of record for this party:
Dennis J. Stofko, Esquire
P.O. Box 5500
Johnstown, Pa. 15904
814 262-0064
ID 27638

FILED

APR 01 2006

COURT CLERK
OFFICE

DEFENDANT, DAVID F. ALTMAN, d/b/a Reeds Chimney Cleaning's
PRETRIAL NARRATIVE STATEMENT

NOW COMES the Defendant, David Altman d/b/a Reeds Chimney Cleaning, by and through counsel, Dennis J. Stofko and files the following Pretrial Memorandum.

STATEMENT OF THE CASE

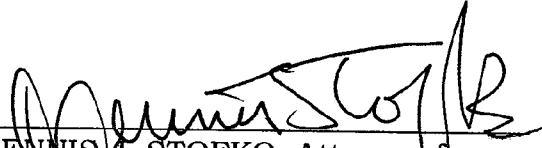
The Defendant was hired by Plaintiffs to perform a camera inspection of his chimney due to lightning striking the chimney in September, 2003. The Defendant put a camera into the flue and showed the plaintiff what damage resulted from the lightning strike. Subsequently the plaintiff hired defendants, Gary Bowman to perform the masonry work. Defendant Altman avers that there is no viable cause of action against him and if there was any further damage that occurred, it was the result of work done by parties other than the Defendant Altman.

WITNESSES

David Altman;

Gary Bowman;

Respectfully submitted,


DENNIS J. STOFKO, Attorney for
Defendant, David Altman d/b/a
Reeds Chimney Cleaning

DENNISON, DENNISON & HARPER

Attorneys at Law

Donald J. Dennison (1917-2002)
 John C. Dennison, II
 Troy J. Harper

293 Main Street
 Brookville, PA 15825-1291
 Telephone (814) 849-8316
 Fax (814) 849-4656
 E-Mail ddhtroy@usachoice.net

April 4, 2006

David Meholick
 Court Administrator
 Clearfield County Court of Common Pleas
 Clearfield County Courthouse
 230 E. Market Street
 Clearfield, Pennsylvania 16830

RE: Travelers Indemnity Company v. Gary Bowman, d/b/a
 Bowman Masonry, et al.
 2005 - 244 C.D.

Dear David:

Pursuant to the Clearfield County Local Rules of Court, I enclose the original Arbitration Pretrial Statement Pursuant to 46 J.D.R.C.P. 1306A in regard to the above-captioned matter. By copy of this letter, I am forwarding a copy to all counsel of record and the members of the Arbitration Panel.

Thank you for your cooperation. Please contact me if you have any questions concerning this matter.

Very truly yours,

DENNISON, DENNISON & HARPER


 Troy J. Harper

cc: Patrick J. Moran, Esq.
 Dennis J. Stofko, Esq.
 John A. Ayres, Jr., Esq.
 Mark A. Falvo, Esq.
 David R. Thompson, Esq.
 (All w/ copy of enc.)

APR 10 2006

CLEARFIELD COUNTY
 COURT OF COMMON PLEAS
 CLERK'S OFFICE

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

TRAVELERS INDEMNITY COMPANY,
as Subrogee of RONALD & GLORIA
COLLINS,

Plaintiffs,

vs.

DAVID F. ALTMAN, d/b/a REED'S
CHIMNEY CLEANING; and GARY
BOWMAN, d/b/a BOWMAN MASONRY,
Defendants.

CIVIL ACTION - LAW

Number 2005 - 244 C.D.

Type of Case: Civil Division

Type of Pleading: Arbitration Pretrial
Statement Pursuant to 46 J.D.R.C.P. 1036A

Filed on behalf of: Defendant, Gary
Bowman, d/b/a Bowman Masonry

Counsel of Record for this Party:

Troy J. Harper
Supreme Court Number: 74753

John C. Dennison, II
Supreme Court Number: 29408

DENNISON, DENNISON & HARPER
293 Main Street
Brookville, Pennsylvania 15825
(814) 849-8316

RECEIVED

APR 04 2006

CLERK OF COURT ADMINISTRATOR'S
OFFICE

TRAVELERS INDEMNITY COMPANY,
as Subrogee of RONALD & GLORIA
COLLINS,

Plaintiffs,

vs.

DAVID F. ALTMAN, d/b/a REED'S
CHIMNEY CLEANING; and GARY
BOWMAN, d/b/a BOWMAN MASONRY,
Defendants.

* In the Court of Common Pleas of
* Clearfield County, Pennsylvania
*
*
* Civil Action - Law
*
*
*
*
* Number 2005 - 244 C.D.

ARBITRATION PRETRIAL STATEMENT PURSUANT TO 46 J.D.R.CP. 1306A

AND NOW, comes the Defendant, GARY BOWMAN, t/d/b/a BOWMAN MASONRY,
by and through his attorneys, Dennison, Dennison & Harper, who file the following Arbitration
Pretrial Statement Pursuant to 46 J.D.R.C.P. 1306A:

STATEMENT OF THE CASE

In the Fall of 2003, the Plaintiffs' home was struck by lightning. On or about September 4, 2003, at the request of the Plaintiffs, the Defendant, Gary Bowman, d/b/a Bowman Masonry, supplied a proposal to the Plaintiffs to repair the chimney/flue from the point of the roof line up to a height of approximately seven feet. Gary Bowman, d/b/a Bowman Masonry completed the repairs on or about September 17, 2003, to the Plaintiffs' satisfaction.

Gary Bowman, d/b/a Bowman Masonry avers that there is no viable cause of action against him as he was not requested nor contracted to complete any repairs from the point of the roof line down the flue/chimney. Further, he was not requested nor contracted to inspect or

remove any debris from the inside of the base of the flue nor was he made aware of any such condition.

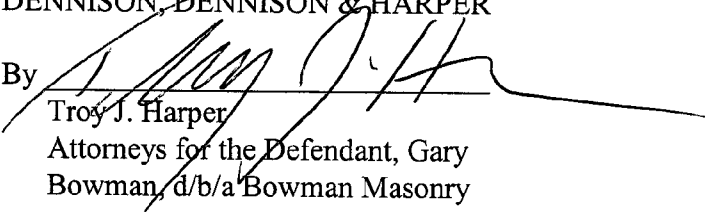
LIST OF WITNESSES

- (1) Gary Bowman, Clearfield, Pennsylvania
- (2) David Altman, Brookville, Pennsylvania

RESPECTFULLY SUBMITTED,

DENNISON, DENNISON & HARPER

By


Troy J. Harper

Attorneys for the Defendant, Gary
Bowman, d/b/a Bowman Masonry

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing Arbitration Pretrial Statement was served on the 4th day of April, 2006, by United States Mail, First Class, Postage Prepaid, addressed to the following:

Patrick J. Moran, Esq.
Law Offices of Francis Gartner &
Associates
Union Meeting III, Suite 215
960-B Harvest Drive
Blue Bell, Pennsylvania 19422

Dennis J. Stofko, Esq.
P.O. Box 5500
Johnstown, Pennsylvania 15904

David Meholick
Court Administrator
Clearfield County Court of Common Pleas
Clearfield County Courthouse
230 E. Market Street
Clearfield, Pennsylvania 16830

John A. Ayres, Jr., Esq.
101 South Second Street
Clearfield, Pennsylvania 16830
(Chairman Arbitration Panel)

Mark A. Falvo, Esq.
38 W. Schribner Avenue
DuBois, Pennsylvania 15801
(Arbitrator)

David R. Thompson, Esq.
P.O. Box 587
308 Walton Street
Philipsburg, Pennsylvania 16866
(Arbitrator)

DENNISON, DENNISON & HARPER

By


Troy J. Harper

Attorneys for the Defendant, Gary
Bowman, d/b/a Bowman Masonry

LAW OFFICES

FRANCIS R. GARTNER & ASSOCIATES

Union Meeting III, Suite 215
960-B Harvest Drive
Blue Bell, PA 19422-1969
Office (215) 619-4300
Fax (215) 619-4370

Patrick J. Moran, Esquire
Direct Dial No. (215) 619-4322

April 5, 2006

Court Administrator
Clearfield County Court House
230 E. Market Street
Clearfield, PA 16830


**Re: Travelers, a/s/o Ronald & Gloria Collins v. Reeds
Chimney, et al
Clearfield County C.C.P., No.: 05-244 CD**

Dear Sir or Madam:

Enclosed please find the original Pre-Trial Memorandum for the Arbitration scheduled on April 13, 2006.

Thank you for your time and attention to this matter.

Very truly yours,


Patrick J. Moran

br

Enclosure

cc: Troy J. Harper, Esquire
Dennis J. Stofko, Esquire
John A. Ayres, Jr., Esquire
Mark A. Falvo, Esquire
David R. Thompson, Esquire

LAW OFFICES
FRANCIS R. GARTNER & ASSOCIATES
BY: PATRICK J. MORAN, ESQUIRE
ATTORNEY ID. NO. 61580
UNION MEETING, III, SUITE 215
960-B HARVEST DRIVE
BLUE BELL, PA 19422
(215) 619-4322

Attorney for Plaintiffs

TRAVELERS INDEMNITY COMPANY,
as Subrogee of RONALD & GLORIA COLLINS

vs.

DAVID F. ALTMAN, d/b/a REEDS
CHIMNEY CLEANING

and

GARY BOWMAN, d/b/a
BOWMAN MASONRY

COURT OF COMMON PLEAS
CLEARFIELD COUNTY
NO.: 05-244 CD

PLAINTIFF'S PRE-TRIAL MEMORANDUM

STATEMENT OF CASE

Ronald and Gloria Collins were the owners of a home located at 721 Cambria Drive, Clearfield, PA. Sometime in early September, 2003 the Collins' chimney was struck by lightening. David F. Altman, d/b/a Reeds Chimney Cleaning was hired to inspect the chimney to ascertain the amount of the damage done by the lightening strike. Reeds Chimney then advised the Collins what work needed to be completed to fix their chimney. Defendant Gary Bowman, d/b/a Bowman Masonry completed the work the fix the chimney in October of 2003. On October 31, 2003 when the heater was turned on in the Collins' home a puff back occurred causing soot damage throughout the home. It

was discovered after the puff back that the chimney flue was blocked by a piece of terracotta that was not discovered by either defendant.

Pursuant to the terms of the applicable insurance policy purchased by the Collins from Travelers Indemnity Company, a claim was submitted by the Collins and Travelers paid its insured \$15,307.44 for the damages to their property.

WITNESSES

Plaintiff intends to call Mrs. Gloria (Collins) Yasofsky, Gerry Bloom, Dave Altman and Gary Bowman as witnesses.

DAMAGES

| | |
|------------------------------|---------------|
| Building and property damage | \$14,807.44 |
| Deductible | <u>500.00</u> |
| TOTAL | \$15307.44 |

Copies of the damage documents are attached.

Respectfully submitted,

FRANCIS R. GARTNER & ASSOCIATES

BY: Patrick J. Moran
PATRICK J. MORAN, ESQUIRE

Date: 4/5/06

AFO: 279

FINANCIAL DETAIL(SCR)
11/10/04 17:42

COLLINS,R
LAG9072 E FR
JES /JCC
PG 1 *****

INSURED (SUBRO) CMT: 001 RONALD L COLLINS

| FIN REF# | DATE | STATUS | COV | KIND | AMOUNT | ED/SD |
|----------|------|----------|-----|-------|--------|-------|
| | / / | STAGED/L | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | | 0.00 | |
| | | | | TOTAL | 0.00 | |

PAYEE

| | | | | | | |
|-------------|---------------|--------------------------|-----|-------|---------|--|
| 38933334 | 12/16/03 | ISSUED/C | PPR | | 5161.00 | |
| | | | B | | 95.00 | |
| 279 JCC | 12/15/03-DATE | ISSUED | | TOTAL | 5256.00 | |
| PREFIX 883B | PAYEE | RONALD L & GLORIA A. | | | | |
| | | | | | | |
| 39031164 | 12/18/03 | ISSUED/C | B | | 8456.28 | |
| | | | PPR | | 368.35 | |
| 279 JCC | 12/17/03-DATE | ISSUED | | TOTAL | 8824.63 | |
| PREFIX 883B | PAYEE | SERVICEMASTER OF ALTOONA | | | | |
| | | | | | | |
| 43189974 | 04/24/04 | ISSUED/C | PPR | | 726.81 | |
| 279 JCC | 04/23/04-DATE | ISSUED | | | | |
| PREFIX 883B | PAYEE | SERVICEMASTER OF ALTOONA | | | | |
| | | | | | | |

04 315 17 42 DMC

AFO: 279

PROPERTY REGISTRATION(SCR)
12/30/03 16:10

COLLINS,R
LAG9072 E FR
JES /JCC
PG 1 *****

R1 INSURED: RONALD L AND GLORIA A COLLINS
ADDRESS: 721 CAMBRIA DRIVE CLEARFIELD

PA 16830

PIN: OPT113-975881815-633-1
FORM: HO-3 (06-02) SPECIAL FORM

PRODUCER: FIRST COMMONWEALTH AGCY PL REPT OFF: 170 PL SERV OFF: 818

POLICY PERIOD: 08/08/03 TO 08/08/04
DATE OF LOSS: 10/31/03

LOCATION TYPE: PRIMARY RESIDENCE
ADDRESS: 721 CAMBRIA DRIVE
CLEARFIELD

PA 16830

CAT CODE: CAUSE OF LOSS: 050 ALL OTHER DAMAGE

MORTGAGEE:

R2 FIRST: FIRST COMMONWEALTH BANK
P.O. BOX 400 INDIANA

PA15701

COVERAGES:

| CODE | DESCRIPTION | LIMITS |
|------|---------------------------|--------|
| AE | ADDITIONAL LIVING EXPENSE | 65700 |
| B | DWELLING | 219000 |
| OS | OTHER STRUCTURES | 21900 |
| PPR | PERSONAL PROP REPLACEMENT | 153300 |

DEDUCTIBLES
500

ENDORSEMENTS:

| | | |
|-----------|-------|--------------------------------------------------|
| 58064 PA | 06 02 | VALUE ADDED PACKAGE |
| HO-216 | 07 77 | PREMISES ALARM OR FIRE PROTECTION SYSTEM |
| | | DEAD BOLTS |
| HO-827 PA | 09 02 | SMOKE DETECTOR FIRE EXTINGSHR |
| | | LIMITED FUNGI, OTHER MICROBES OR ROT REMEDIATION |
| | | LIMIT:0005000 |
| HA-300 PA | 09 02 | SPECIAL PROVISIONS - PENNSYLVANIA |

***** POLICY WRITTEN AS NEW BUSINESS - 2003
** ***** POLICY EFFECTIVE LESS THAN 90 DAYS

03 364 16 10 JSZ

SEP-22-2004 14:18 FROM: BOWMAN MASONRY 8147656691

PROPOSAL

BOWMAN MASONRY

1993 Turnpike Ave. Ext
Clearfield, Pa. 16830
814-765-8095 fax 814-765-6691

Proposal No.

Sheet No.

Date Sept 4, 2003

Proposal Submitted To

Work To Be Performed At

Name Ravi + Gloria Collins
Street 721 Cambria Drive
City Clearfield
State Pa 16830
Telephone Number (814) 765-6691

Street _____
City Clearfield State _____
Date of Plans _____
Architect _____

We hereby propose to furnish the materials and perform the labor necessary for the completion of

A new fire screen the past here! up after 7' high.

We will set up scaffolding and take down and haul away the old one that was hit by lightning. The existing fire was made with 16"x16" steel pipe and 2"x4" steel plates and secured to the exterior with bolts with insulation under it. The fire will be replaced and the single replaced. When the lightning hit the fire, it should deliver all through the yard. It will also be cleaned up.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of

Two Thousand One Hundred Fifty Dollars (\$ 2150.00)

with payments to be made as follows:

Payment in full upon completion.

Any alteration or deletion from above specifications involving extra costs, will be required only upon written orders, and will require an extra charge over and above the estimate. All expenses contingent upon prices, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workman's Compensation and Public Liability Insurance on above work to be taken out by

Respectfully submitted

Per

Note -- This proposal may be withdrawn by us if not accepted within 120 days

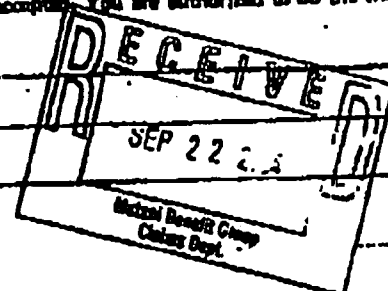
ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date _____



Statement of Loss

Claim # LAG9072

Insured: Ronald & Gloria Collins

Type Loss: Smoke

Date: 10/31/2003

| | Amount of Insurance | Total Damages | Amount of Depr. | ACV Claim | Comments |
|----------------------------------------|---------------------|---------------|-----------------|--------------|--------------------------|
| Coverage A damages - building | \$ 219,000.00 | 8,824.63 | | 8,824.63 | |
| Cleaning and painting | | 95.00 | | 95.00 | |
| Bloom, Labor only | | 726.81 | | 726.81 | |
| Cleaning supplement | | | | | |
| Coverage B damages - other structures | | | | | |
| Coverage C damages - personal property | \$ 153,300.00 | 1,825.00 | 365.00 | 1,460.00 | Reupholster |
| Furniture | | 5,251.24 | 1,050.24 | 4,201.00 | |
| Kirsch blinds | | | | | |
| Coverage E damages - ALE | | | | | |
| Subtotal | | \$ 16,722.68 | \$ 1,415.24 | \$ 15,307.44 | |
| Less: claim payment | | | | \$ 8,824.62 | ServiceMaster 12/17/2003 |
| Less: claim payment | | | | \$ 726.81 | ServiceMaster 4/23/2004 |
| Less: claim payment | | | | 5,256.01 | Reinsured 12/15/2003 |
| Less: deductible | | | | 500.00 | |
| | | | | \$ (0.00) | |

Please file



November 4, 2003

Lon & Gloria Collins
21 Cambria Drive
Clearfield, PA 16830-3603

RE: Boiler Sooted Up

On October 31, 2003, you contacted our office regarding a complaint of smoke and soot throughout your house. We arrived at 12:20 p.m. to find the boiler still operating with soot and smoke being produced from the unit. Our serviceman turned off the unit and pulled the smoke pipe from the boiler. When the serviceman looked into the masonry flu there was a large amount of broken terracotta flu liner plugging the base of the flu. The terracotta liner was obstructing the path of the smoke and waste gases. The broken pieces of liner were left on site for your inspection. Our serviceman removed and performed his annual planned service checklist and cleaned the unit.

If you have any questions or need any other additional information, please contact our office at one of the numbers listed below.

Thank You,

Barry Bloom
resident

/bc

When you call we get moving!

Box 91 • Clearfield, PA 16830 • (814) 765-3140 • FAX (814) 765-9231
Curwensville 236-0147 • DuBois 375-0884 • Phillipsburg 342-3850
EMAIL: bloom_ehp@csnlink.net

Contents.

598 P01

DEC 09 '65 14:40

ANDERSON'S Drapery and Upholstery

Custom Draperies and Blinds

15 Hoyt Drive, Indiana, Pennsylvania 15701

Telephone (724) 349-1107

December 9, 2003

Jeff Cunningham
Travelers Insurance
P.O. Box 1111
Indiana, PA 15701

Reference: Pleated Shade Quote
Furniture Upholstery Quote

Dear Jeff,

Please find listed below a quote for pleated shades and upholstery as you requested.

All pleated shades will be Hunter Douglas Brand, style Duette Encore on the Easy Rise head rail and in the color White.

| <u>AMOUNT</u> | <u>SIZE</u> | <u>RETAIL COST</u> |
|---------------|------------------|--------------------|
| 1 ea | 70 W X 98 L | \$ 862.00 |
| 3 ea | 38 W X 98 L | \$ 1,647.00 |
| 1 ea | 58 W X 98 L | \$ 731.00 |
| 2 ea | 55 1/2 W X 107 L | \$ 1,522.00 |
| 1 ea | 60 W X 98 L | \$ 731.00 |
| 1 ea | 80 W X 98 L | \$ 988.00 |
| 1 ea | 63 W X 98 L | \$ 800.00 |

TOTAL RETAIL \$7,281.00

YOUR COST \$5,000.00

All pleated shades will be delivered and installed by Anderson's Upholstery.

ANDERSON'S Drapery and UpholsteryCustom Draperies and Blinds

15 Hoyt Drive, Indiana, Pennsylvania 15701

Telephone (724) 349-1107

FURNITURE

All furniture upholstery cost is based on fabric with the cost of \$30.00 per yard.

Sofa-----YOUR COST \$1,125.00

Love seat-----YOUR COST \$700.00

All furniture will be picked up and delivered back by Anderson's Upholstery.

Thank you for the opportunity to offer this quote to you. Feel free to call with any quesstion you may have.

I await hearing from you and remain

Very truly yours;



Sally V. Anderson

Fax ID. 2571360885**SERVICEMASTER PROFESSIONAL CLEANING SERVICES**2612 18TH ST., ALTOONA, PA 16602

Phone: 814/946-7671

Fax: 814/946-3041

facsimile transmittal sheet

TO:
Jeff CunninghamFROM:
Michael L. DullCOMPANY:
TravelersDATE:
~~1/27/04~~ ~~2/10/04~~ ~~3/22/04~~ 4/22/04PHONE NUMBER:
800/238-6285

TOTAL NO. OF PAGES INCLUDING COVER:

1

FAX NUMBER:
866/847-6771☐ URGENT ☒ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY

Re: Ronald & Gloria Collins, claim # LAG 9072

Jeff:

Below is a breakdown of additional billing to the above referenced claim. Charges reflect actual pricing above the Travelers estimate prepared on 12/5/03. Please review and call me if you have any questions.

Thanks, Mike

| | |
|----------------------|-----------|
| Content cleaning | \$852.27 |
| Duct cleaning | \$17.40 |
| Large Chair cleaning | \$75.00 |
| Sub total | \$944.67 |
| Tax | \$56.68 |
| Total | \$1001.35 |

634.41

+ 17.40

+ 75.00

\$126.81

FAX TRANSMISSION

DATE: 11-12-03, 2003

TO:
Jef Cunningham

AUTHORIZED RECIPIENT: Please call me at the telephone number listed below to verify receipt of this fax message.

FAX #: 866-847-6771

FROM:
Gloria Collins

DPW - CLEARFIELD COUNTY ASSISTANCE OFFICE
1121 LINDEN STREET
CLEARFIELD PA 16830
814-765-7591 or 800-521-9218

FAX# 814-765-0802

RETURN TO WORKER: Yes or No (circle one)

MESSAGE:

Here is the estimate for the pleated blinds. These are the same ones I have on the windows now. If you need to discuss this, you may call me at my work today..814-765-7591.

IF YOU RECEIVE THIS FAX IN ERROR, PLEASE CONTACT THE SENDER IMMEDIATELY AND THEN DESTROY THE FAXED MATERIALS.

CONFIDENTIALITY NOTICE:

The information contained in this facsimile message is privileged and confidential information intended for the use of the individual or entity named above. Health Care Information is personal and sensitive and should only be read by authorized individuals. Failure to maintain confidentiality is subject to penalties under state and federal law.

Pages to follow: 1

NOV. 12. 2003 9:17AM

DPW CLEARFIELD

NO. 959 P. 2

VIRGINIA CONKLIN WINDOW FASHIONS
P.O. BOX 126 CHURCH STREET
MORRISDALE, PA. 16656
814-342-4087

Amt. of material,
Amt. in Rooms
Labor.

386

INVOICE

| | |
|-------------------|---------------------|
| NAME: | Maria Collins |
| ADDRESS: | 721 Cambridge |
| CITY, STATE, ZIP: | Clearfield Pa 16830 |

| | |
|-------------------|--|
| SHIP TO: | |
| ADDRESS: | |
| CITY, STATE, ZIP: | |

| CUSTOMER'S ORDER: | SOLO BY: | TERMS: | SHIPPED VIA: | F.O.B.: | DATE: |
|------------------------------------------|----------|--------|--------------|--------------|------------|
| | | | | | 11/10/02 |
| Family area | | | | 1890 | |
| | | | | 1152 | |
| Breakfast area | | | | 858 | |
| | | | | 858 | |
| | | | | 858 | |
| | | | | 1788 | |
| Bed room | | | | 1352 | |
| | | | | 1152 | |
| | | | | Total 9908 | |
| Kirsch | | | | 50% off 4954 | 4954.0 |
| | | | | Tax | 297.2 |
| | | | | Balance Due | \$ 5251.24 |
| 50% deposit due down at time of ordering | | | | | |
| Installed balance due at installation | | | | | |
| 25% | | | | | |

FAX TRANSMISSION

DATE: 11-15-03, 2003TO:
Jeffrey Cunningham

AUTHORIZED RECIPIENT: Please call me at the telephone number listed below to verify receipt of this fax message.

FAX #: 866-847-6771FROM:
Gloria Collins

DPW – CLEARFIELD COUNTY ASSISTANCE OFFICE
1121 LINDEN STREET
CLEARFIELD PA 16830
814-765-7591 or 800-521-9218

FAX# 814-765-0802

RETURN TO WORKER: Yes or No (circle one)

MESSAGE:

Attached is the bill from Bloom Electric for the inspection and cleaning of the Furnace. If you have questions, please contact me at 814-765-7591 or at home 814-765-6219.

IF YOU RECEIVE THIS FAX IN ERROR, PLEASE CONTACT THE SENDER IMMEDIATELY AND THEN DESTROY THE FAXED MATERIALS.

CONFIDENTIALITY NOTICE:

The information contained in this facsimile message is privileged and confidential information intended for the use of the individual or entity named above. Health Care Information is personal and sensitive and should only be read by authorized individuals. Failure to maintain confidentiality is subject to penalties under state and federal law.

Pages to follow: _____

DPW CLEARFIELD

NO. 038 P. 2
0306-TJ

BLOOM

Electric • Heating • Plumbing & Air Conditioning

8164 Clearfield Curwensville Hwy • Clearfield, PA 16830
Phone (814) 765-9140 • Fax (814) 765-9231
email: kenteam@csrink.net

Ron & Gloria Collins
721 Cambria Drive
Clearfield, PA 16830-3603

JOB INVOICE

| | |
|-----------------|-----------------------|
| PHONE 765-6219 | DATE 10/31/05 |
| ORDER TAKEN BY: | CUSTOMER ORDER NUMBER |

DAY WORK

CONTRACT

EXTRA

| | |
|--------------------|---------------|
| JOB NAME / NUMBER | |
| JOB LOCATION Drive | |
| JOB PHONE | STARTING DATE |

| QUANTITY | MATERIAL | UNIT PRICE | AMOUNT | | |
|---------------------|-------------------------|-------------|--------|------|--------|
| 1.00 | Clean and service oil | | | | |
| 1.00 | NOZZLE | 6.50 | 6.50 | | |
| 1.00 | GEN1A30 | 4.04 | 4.04 | | |
| 1.00 | CONS300 | 3.00 | 3.00 | | |
| | Cleaned & serviced unit | | | | |
| | Checked operation | | | | |
| | Checked transformer | | | | |
| | Checked flu way | | | | |
| | Checked draft | | | | |
| TOTAL MATERIALS | | | 13.54 | | |
| OTHER CHARGES | AMOUNT | LABOR | HOURS | RATE | AMOUNT |
| | | | | | |
| TOTAL OTHER | | TOTAL LABOR | | | |
| DESCRIPTION OF WORK | | | | | |

95.00

Clean and service of unit. Performed annual planned service checklist. Recommend servicing of this unit each year in the summer or early fall. Boiler was sooted up terracotta flu liner collapsed and plugged off the base of the flu opening to the smoke pipe. smoke level set at zero.

| | | | |
|------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|-----------------------------------|--------------------------------------------------------------------------------------------------|
| TERMS: NET 80 DAYS 2% INTEREST MINIMUM SERVICE CHARGE OF .75% WORK ORDERED BY | REMIT PAYMENT TO: [REDACTED] GRAMPIAN, PA 16838 [REDACTED] | DATE COMPLETED 10/31/03 | TOTAL MATERIALS 13.54 TOTAL OTHER 55.00 TOTAL LABOR .81 TAX |
| AUTHORIZED SIGNATURE I hereby acknowledge the satisfactory completion of the above described work. | | | TOTAL 109.35 |

**Travelers Indemnity Company**

Jeffrey Cunningham
PO Box 1111
Indiana, PA 15701

| Claim Number | Policy Number | Type of Loss | Deductible |
|------------------------------------------|---------------|--------------|------------|
| LAG9072 | 9758818156331 | Smoke | \$ 0.00 |
| Insured: Ronald & Gloria Collins | | | |
| Home: (814) 765-6219 | | | |
| Home: 712 Cambria Drive | | | |
| Clearfield, PA 16830 | | | |
| Claim Rep.: Jeffrey C. Cunningham | | | |
| Business: (724) 349-0196 | | | |
| Business: PO Box 1111 | | | |
| Indiana, PA 15701 | | | |
| Estimator: Jeffrey C. Cunningham | | | |
| Business: (724) 349-0196 | | | |
| Business: PO Box 1111 | | | |
| Indiana, PA 15701 | | | |
| Date of Loss: 10/31/03 | | | |
| Date Received: 11/03/03 | | | |
| Date Inspected: 11/04/03 | | | |
| Date Entered: 11/05/03 | | | |
| Price List: PAAL2S3D | | | |
| Restoration/Service/Remodel with Service | | | |
| Charges Factored In | | | |
| Estimate: 2003-11-05-1016 | | | |



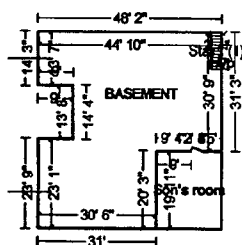
Travelers Indemnity Company

Jeffrey Cunningham
PO Box 1111
Indiana, PA 15701

2003-11-05-1016

Main Level

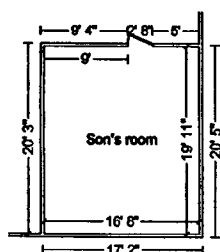
Room: BASEMENT



1,999.00 SF Walls
3,945.14 SF Walls & Ceiling
218.83 SY Flooring
231.00 LF Ceil. Perimeter

1,946.14 SF Ceiling
1,969.45 SF Floor
238.26 LF Floor Perimeter

| DESCRIPTION | QNTY | UNIT COST | RCV | DEPREC | ACV |
|---------------------------------------------|-------------|-----------|-----------------|-------------|-----------------|
| Clean floor or roof joist system | 486.53 SF | 0.47 | 228.67 | 0.00 | 228.67 |
| Clean the walls | 1,999.00 SF | 0.18 | 359.82 | 0.00 | 359.82 |
| Clean floor | 1,969.45 SF | 0.22 | 433.28 | 0.00 | 433.28 |
| Contents - move out then reset - Small room | 1.00 EA | 26.68 | 26.68 | 0.00 | 26.68 |
| Paint concrete the walls | 1,999.00 SF | 0.33 | 659.67 | 0.00 | 659.67 |
| Clean ductwork - Exterior (per LF) | 210.00 LF | 2.06 | 432.60 | 0.00 | 432.60 |
| Clean stair tread - per side | 13.00 EA | 0.79 | 10.27 | 0.00 | 10.27 |
| Clean stair stringer - per side | 24.00 LF | 0.44 | 10.56 | 0.00 | 10.56 |
| Paint stair stringer - one side | 24.00 LF | 1.85 | 44.40 | 0.00 | 44.40 |
| Seal & paint stair riser - per side | 13.00 EA | 5.22 | 67.86 | 0.00 | 67.86 |
| Room Totals: BASEMENT | | | 2,273.81 | 0.00 | 2,273.81 |



Room: Son's room

512.17 SF Walls
844.11 SF Walls & Ceiling
36.88 SY Flooring
73.17 LF Ceil. Perimeter

331.94 SF Ceiling
331.94 SF Floor
73.17 LF Floor Perimeter

| DESCRIPTION | QNTY | UNIT COST | RCV | DEPREC | ACV |
|---------------------------------------------|-----------|-----------|--------|--------|--------|
| Clean textured ceiling | 331.94 SF | 0.21 | 69.71 | 0.00 | 69.71 |
| Clean the walls | 512.17 SF | 0.18 | 92.19 | 0.00 | 92.19 |
| Clean floor | 331.94 SF | 0.22 | 73.03 | 0.00 | 73.03 |
| Contents - move out then reset - Small room | 1.00 EA | 26.68 | 26.68 | 0.00 | 26.68 |
| Paint the surface area - two coats | 902.11 SF | 0.51 | 460.08 | 0.00 | 460.08 |
| Cleaning Technician - per hour | 2.00 HR | 19.98 | 39.96 | 0.00 | 39.96 |



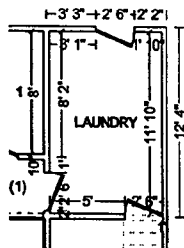
Travelers Indemnity Company

Jeffrey Cunningham
PO Box 1111
Indiana, PA 15701

CONTINUED - Son's room

| DESCRIPTION | QNTY | UNIT COST | RCV | DEPREC. | ACV |
|------------------------------|------|-----------|----------|---------|----------|
| Time to clean all contents | | | | | |
| Room Totals: Son's room | | | 761.65 | 0.00 | 761.65 |
| Area Items Total: Main Level | | | 3,035.46 | 0.00 | 3,035.46 |

1st floor



Room: LAUNDRY

397.50 SF Walls
485.27 SF Walls & Ceiling
9.75 SY Flooring
38.50 LF Ceil. Perimeter

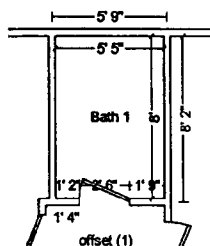
87.76 SF Ceiling
87.76 SF Floor
38.50 LF Floor Perimeter

| DESCRIPTION | QNTY | UNIT COST | RCV | DEPREC. | ACV |
|---------------------------------------------|-----------|-----------|--------|---------|--------|
| Clean the surface area | 537.00 SF | 0.18 | 96.66 | 0.00 | 96.66 |
| Clean floor | 87.76 SF | 0.22 | 19.31 | 0.00 | 19.31 |
| Contents - move out then reset - Large room | 1.00 EA | 53.30 | 53.30 | 0.00 | 53.30 |
| Cleaning Technician - per hour | 1.00 HR | 19.98 | 19.98 | 0.00 | 19.98 |
| Room Totals: LAUNDRY | | | 189.25 | 0.00 | 189.25 |



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Indiana, PA 15701

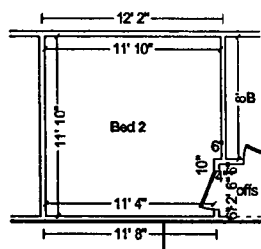


Room: Bath 1

277.05 SF Walls
320.38 SF Walls & Ceiling
4.81 SY Flooring
26.83 LF Ceil. Perimeter

43.33 SF Ceiling
43.33 SF Floor
26.83 LF Floor Perimeter

| DESCRIPTION | QNTY | UNIT COST | RCV | DEPREC | ACV |
|--------------------------------------------------------------|-----------|-----------|--------------|-------------|--------------|
| Clean floor | 43.33 SF | 0.22 | 9.53 | 0.00 | 9.53 |
| Clean the walls and ceiling | 320.38 SF | 0.18 | 57.67 | 0.00 | 57.67 |
| Cleaning Technician - per hour | 1.50 HR | 19.98 | 29.97 | 0.00 | 29.97 |
| Time to wipe down the shower, toilet sink, towel holder ect. | | | | | |
| Room Totals: Bath 1 | | | 97.17 | 0.00 | 97.17 |



Room: Bed 2

488.71 SF Walls
626.82 SF Walls & Ceiling
15.35 SY Flooring
47.33 LF Ceil. Perimeter

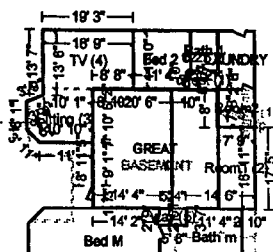
138.11 SF Ceiling
138.11 SF Floor
47.33 LF Floor Perimeter

| DESCRIPTION | QNTY | UNIT COST | RCV | DEPREC | ACV |
|---------------------------------------------|-----------|-----------|---------------|-------------|---------------|
| Clean and deodorize carpet | 138.11 SF | 0.26 | 35.91 | 0.00 | 35.91 |
| Clean the surface area | 748.00 SF | 0.18 | 134.64 | 0.00 | 134.64 |
| Contents - move out then reset - Small room | 1.00 EA | 26.68 | 26.68 | 0.00 | 26.68 |
| Room Totals: Bed 2 | | | 197.23 | 0.00 | 197.23 |



Travelers Indemnity Company

Jeffrey Cunningham
PO Box 1111
Indiana, PA 15701



Room: GREAT

2,376.22 SF Walls
3,656.91 SF Walls & Ceiling
132.52 SY Flooring
224.62 LF Ceil. Perimeter

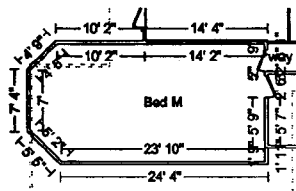
1,280.69 SF Ceiling
1,192.70 SF Floor
189.68 LF Floor Perimeter

| DESCRIPTION | QNTY | UNIT COST | RCV | DEPREC | ACV |
|------------------------------------------------------------------------------|-------------|-----------|-----------------|-------------|-----------------|
| Clean floor - tile | 786.00 SF | 0.35 | 275.10 | 0.00 | 275.10 |
| Clean and deodorize carpet | 262.00 SF | 0.26 | 68.12 | 0.00 | 68.12 |
| Clean the walls and ceiling | 3,544.97 SF | 0.18 | 638.10 | 0.00 | 638.10 |
| Clean cabinetry - lower - inside and out | 37.00 LF | 5.94 | 219.78 | 0.00 | 219.78 |
| Clean cabinetry - full height - inside and out | 5.00 LF | 10.34 | 51.70 | 0.00 | 51.70 |
| Clean cabinetry - upper - inside and out | 13.00 LF | 5.94 | 77.22 | 0.00 | 77.22 |
| Paint the surface area - two coats | 2,817.00 SF | 0.51 | 1,436.67 | 0.00 | 1,436.67 |
| Floor protection - self-adhesive plastic film | 298.18 SF | 0.39 | 116.29 | 0.00 | 116.29 |
| Scaffold rental - per section (per week) | 4.50 WK | 25.82 | 116.19 | 0.00 | 116.19 |
| Labor to set up and take down scaffold - per section | 4.00 EA | 17.26 | 69.04 | 0.00 | 69.04 |
| Clean recessed light fixture | 25.00 EA | 5.19 | 129.75 | 0.00 | 129.75 |
| Cleaning Technician - per hour | 4.00 HR | 19.98 | 79.92 | 0.00 | 79.92 |
| To clean the TV and entertainment area and items in that area | | | | | |
| Cleaning Technician - per hour | 12.00 HR | 19.98 | 239.76 | 0.00 | 239.76 |
| Time to clean all items in the cabinets. | | | | | |
| Clean loveseat - plain fabric | 5.00 LF | 15.18 | 75.90 | 0.00 | 75.90 |
| Clean sofa | 14.00 LF | 13.91 | 194.74 | 0.00 | 194.74 |
| two sofas | | | | | |
| Clean loveseat - plain fabric | 4.00 LF | 15.18 | 60.72 | 0.00 | 60.72 |
| This is the large chair in the TV room, too large for the large chair price. | | | | | |
| CONT: CLEAN,UPHOLSTRY & SOFT | 1.00 EA | 0.00 | 0.00 | 0.00 | 0.00 |
| Clean and deodorize ottoman - plain fabric | 3.00 LF | 12.33 | 36.99 | 0.00 | 36.99 |
| Room Totals: GREAT | | | 3,885.99 | 0.00 | 3,885.99 |



Travelers Indemnity Company

Jeffrey Cunningham
PO Box 1111
Indiana, PA 15701

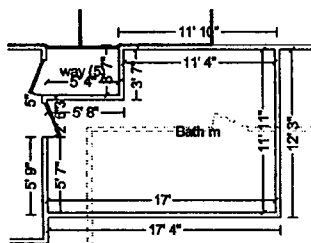


Room: Bed M

740.90 SF Walls
1,109.67 SF Walls & Ceiling
40.97 SY Flooring
78.68 LF Ceil. Perimeter

368.77 SF Ceiling
368.77 SF Floor
78.68 LF Floor Perimeter

| DESCRIPTION | QNTY | UNIT COST | RCV | DEPREC. | ACV |
|--------------------------------------------------------------------|-------------|-----------|---------------|-------------|---------------|
| Clean and deodorize carpet | 368.77 SF | 0.26 | 95.88 | 0.00 | 95.88 |
| Clean the surface area | 1,229.00 SF | 0.18 | 221.22 | 0.00 | 221.22 |
| Contents - move out then reset - Large room | 1.00 EA | 53.30 | 53.30 | 0.00 | 53.30 |
| Cleaning Technician - per hour time to clean all items in the room | 5.00 HR | 19.98 | 99.90 | 0.00 | 99.90 |
| Room Totals: Bed M | | | 470.30 | 0.00 | 470.30 |



Room: Bath m

597.18 SF Walls
779.45 SF Walls & Ceiling
20.25 SY Flooring
57.83 LF Ceil. Perimeter

182.27 SF Ceiling
182.27 SF Floor
57.83 LF Floor Perimeter

| DESCRIPTION | QNTY | UNIT COST | RCV | DEPREC. | ACV |
|------------------------------------------------------------------------------|-----------|-----------|-----------------|-------------|-----------------|
| Clean the walls and ceiling | 779.83 SF | 0.18 | 140.37 | 0.00 | 140.37 |
| Contents - move out then reset - Small room | 1.00 EA | 26.68 | 26.68 | 0.00 | 26.68 |
| Clean floor - tile | 750.00 SF | 0.35 | 262.50 | 0.00 | 262.50 |
| Cleaning Technician - per hour time to clean the tub, toilet towel rack ect. | 5.00 HR | 19.98 | 99.90 | 0.00 | 99.90 |
| Paint the ceiling - one coat | 182.27 SF | 0.30 | 54.68 | 0.00 | 54.68 |
| Room Totals: Bath m | | | 584.13 | 0.00 | 584.13 |
| Area Items Total: 1st floor | | | 5,424.07 | 0.00 | 5,424.07 |
| Line Item Totals: | | | 8,459.53 | 0.00 | 8,459.53 |
| 2003-11-05-1016 | | | | | |

**Travelers Indemnity Company**

Jeffrey Cunningham
PO Box 1111
Indiana, PA 15701

Grand Total Areas:

| | | |
|-----------------------------|------------------------------------|------------------------------|
| 7,780.87 SF Walls | 4,435.88 SF Ceiling | 12,216.75 SF Walls & Ceiling |
| 4,371.20 SF Floor | 485.69 SY Flooring | 780.45 LF Floor Perimeter |
| 0.00 SF Long Wall | 0.00 SF Short Wall | 808.13 LF Ceil. Perimeter |
| 4,326.11 Floor Area | 3,089.50 Total Area | 7,917.37 Interior Wall Area |
| 4,109.16 Exterior Wall Area | 438.67 Exterior Perimeter of Walls | |
| 0.00 Surface Area | 0.00 Number of Squares | 0.00 Total Perimeter Length |
| 0.00 Total Ridge Length | 0.00 Total Hip Length | 0.00 Area of Face 1 |

**Travelers Indemnity Company**

Jeffrey Cunningham
PO Box 1111
Indiana, PA 15701

| Summary for Smoke | | | | |
|--------------------|---|--------|----------|----------|
| Line Item Total | | | | 8,459.53 |
| Material Sales Tax | @ | 6.000% | 683.15 | 40.99 |
| Cleaning Materials | @ | 6.000% | 255.14 | 15.31 |
| Subtotal | | | | 8,515.83 |
| Cleaning Sales Tax | @ | 6.000% | 5,146.72 | 308.80 |
| Grand Total | | | | 8,824.63 |

Jeffrey C. Cunningham

**Travelers Indemnity Company**

Jeffrey Cunningham
PO Box 1111
Indiana, PA 15701

| Recap by Room | | |
|---------------------------|----------|---------|
| Estimate: 2003-11-05-1016 | | |
| Area: Main Level | | |
| BASEMENT | 2,273.81 | 26.88% |
| Son's room | 761.65 | 9.00% |
| Area Subtotal: Main Level | 3,035.46 | 35.88% |
| Area: 1st floor | | |
| LAUNDRY | 189.25 | 2.24% |
| Bath 1 | 97.17 | 1.15% |
| Bed 2 | 197.23 | 2.33% |
| GREAT | 3,885.99 | 45.94% |
| Bed M | 470.30 | 5.56% |
| Bath m | 584.13 | 6.90% |
| Area Subtotal: 1st floor | 5,424.07 | 64.12% |
| Subtotal of Areas | 8,459.53 | 100.00% |
| Total | 8,459.53 | 100.00% |

**Travelers Indemnity Company**

Jeffrey Cunningham
PO Box 1111
Indiana, PA 15701

| Recap By Category | | | | |
|------------------------------|----------|---------------|--|--------|
| O&P Items | | Total Dollars | | % |
| CLEANING | | 4,763.07 | | 53.97% |
| CONTENT MANIPULATION | | 213.32 | | 2.42% |
| CONT: CLEAN,UPHOLSTRY & SOFT | | 368.35 | | 4.17% |
| LABOR ONLY | | 89.91 | | 1.02% |
| PAINTING | | 2,839.65 | | 32.18% |
| SCAFFOLDING | | 185.23 | | 2.10% |
| Subtotal | | 8,459.53 | | 95.86% |
| Material Sales Tax | @ 6.000% | 40.99 | | 0.46% |
| Cleaning Materials | @ 6.000% | 15.31 | | 0.17% |
| O&P Items Subtotal | | 8,515.83 | | 96.50% |
| Cleaning Sales Tax | @ 6.000% | 308.80 | | 3.50% |
| Grand Total | | 8,824.63 | | |

FAX TRANSMISSION

DATE: 11-24-03 , 2003

TO:
Jeffrey Cunnigham



AUTHORIZED RECIPIENT: Please call me at the telephone number listed below to verify receipt of this fax message.

FAX #: 866-847-6771

FROM:
Gloria Collins

DPW - CLEARFIELD COUNTY ASSISTANCE OFFICE
1121 LINDEN STREET
CLEARFIELD PA 16830
814-765-7591 or 800-521-9218

FAX# 814-765-0802

RETURN TO WORKER: Yes or No (circle one)

MESSAGE:

Jeff.....I don't know if Barry from Service Master looked at the furniture. He was at the house on Friday. Here is the estimates from Ethan Allen of the furniture. I can't find the original slips for them. But this seems to be comparable to what I have. Call if you have any questions. Thanks.

| |
|--|
| |
| |
| |
| |
| |

IF YOU RECEIVE THIS FAX IN ERROR, PLEASE CONTACT THE SENDER IMMEDIATELY AND THEN DESTROY THE FAXED MATERIALS.

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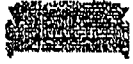



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dining room
living room
bedroom
home office
home
entertainment
sofas & more

sofas

go to page: [prev](#) 1 2 3 4 5 6 7 **8** 9 10 11 [next](#)

Ⓢ = "e-commerce", item is sold online

| | |
|----------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|
|  |  |
| Mackenzie Sofa 207053 As shown: \$ 2239 starting fabric price: \$ 1339 | Mia Sofa 207263 As shown: \$ 2199 starting fabric price: \$ 1399 |
|  |  |
| Avanti Sofa 207413 As shown: \$ 1899 starting fabric price: \$ 1399 | Bennett Sofa Slipcover 857889 As shown: \$ 789 starting fabric price: \$ 489 |

go to page: [prev](#) 1 2 3 4 5 6 7 **8** 9 10 11 [next](#)

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Jeff —

These are from Ethan Allen.
They are the most comparable
in value / quality. The fabric is
a higher end pick.

dining room
living room
bedroom
home office
home
entertainment
sofas & more
sofas
barstools
chairs
dining chairs
dining chairs
loveseats
ottomans
rockers
sectionals
armchairs
chairs
outdoor
furniture
accents & textiles
collections
other allen kids

loveseats

go to page: [prev](#)

[1](#) [2](#) [3](#) [4](#) [5](#)

[next](#)

= "e-commerce", item is sold online



Fenton Loveseat
207479
As shown: \$ 1719
starting fabric price: \$ 1119



Fenton Loveseat
507479
As shown: \$ 1819
starting fabric price: \$ 1119



Sorry, there is no image available

Bennett Loveseat
207882
As shown: \$ 1149
starting fabric price: \$ 1149



Sorry, there is no image available

Cone Loveseat
507442
As shown: \$ 979
starting fabric price: \$ 979

go to page: [prev](#)

[1](#) [2](#) [3](#) [4](#) [5](#)

[next](#)

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~~Casa Granger Double Cell~~

$$3^9 \times 9^6$$

$$3^9 \times 9^6$$

$$4^4 \times 9^6$$

Hunter Douglas Daut.
Cellular Shade

$$7^{10} \times 8^2$$

$$3^2 \times 8^2$$

$$3^2 \times 8^2$$

$$3^2 \times 8^2$$

$$9^3 \times 8^{11}$$

$$5^{10} \times 8^{11}$$

family Room

$$70'' - 98'' \rightarrow 348.$$

$$38 \times 98 \rightarrow 214$$
$$214$$
$$214$$

$$111 \times 107 \rightarrow 622.$$

$$58 - 107 \rightarrow 293.$$

$$5 \times 8^2$$

$$6^8 \times 8^2$$

$$5^3 \times 8^2$$

Bedroom,

$$60 \times 98 . 293,$$

$$80 \times 98 . 457,$$

$$63 \times 98 . 292,$$

Home Depot.

\$25 per blind.

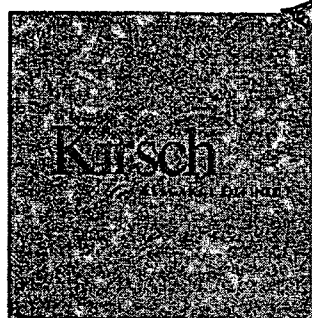
→ Enroll

1-877-658-3196.

Ric4

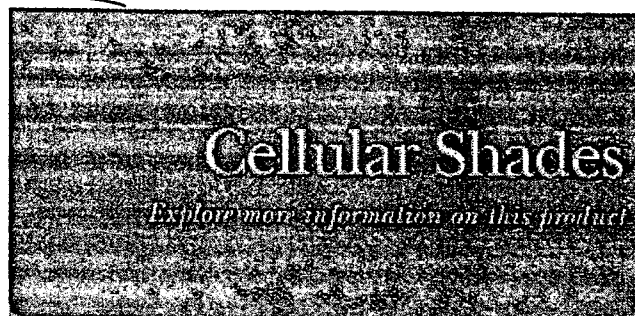
$$2,917.$$
$$1.06$$
$$3,123.82$$

Continues



- HOME
- COMPANY INFORMATION
- ◆ PRODUCT CATALOG
- DEALER LOCATOR
- DECORATING STYLES
- NEED PROGRAM
- MARKETING/ADVERTISING

HELP CONTACT US SITE MAP



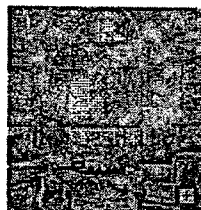
CORDLESS
ALUMINUM BLINDS
VERTICAL BLINDS

◆ CELLULAR SHADES
OVERVIEW
PRODUCT GALLERY

WOVEN WOOD SHADES
CUSTOM WOOD BLINDS

Cellular Shades

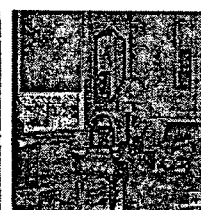
Select an image below to view a larger version.



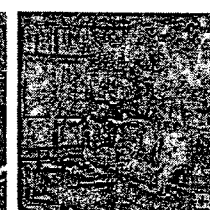
Cellular



Cellular




Cellular



Cellular

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LE

*Kirsch is 
a division of Revolor.*

*→ Bali Diamond cells ← Any width or height.
→ 3.30 R factor. ←*

Lowes.
(814) 372-8657

Hunter Douglas Darkles

\$20-\$30 per blind.

70 x 98 \$357

38 x 98 \$219] \$657

111 x 107 \$581

60 x 98 \$301

80 x 98 \$113

63 x 98 \$331

Dr. Jull. \$225

\$2,865

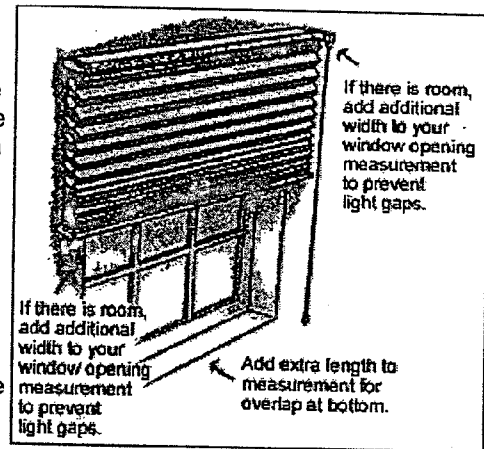
\$3,036.99.

For a flush inside mount (the blind completely recessed so that the top of the blind does not project out of the opening) check that you have enough depth.

For an outside mount:

Measure the opening width. If there is room, add at least 3" to each side of the window opening for minimum light gap coverage and maximum privacy.

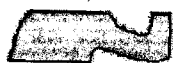
Measure the opening height. Add a minimum of 2 1/2" in height (3" for 2" horizontal blinds) to allow space for mounting brackets above the opening plus enough overlap for the bottom. **If you specify an outside mount, we will not take any size deductions - your blind will be made at the exact size you specify.** After determining the measurements that you want the blind to be, hold the tape measure up to your window and visualize what the overall size will look like on that window before proceeding.



Tip: When measuring, don't be surprised if your windows aren't square - many aren't. If they're a little out of square, it probably won't be noticeable. If your window is significantly out of square, you might want to consider an Outside Mount to hide the window.

HP articulo
HP Promenade
4 Primerero

Blinds.com™
America's #1 Blinds Store



12/1/03

Hunter Douglas - Everwood

72" W X 83" H

Yo

Lowe's @

\$289

plus tax

sav

Home Depot @

\$372

plus tax

BLINDS.COM

\$207

tax in TX only



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CART



ABOUT US



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- ★ Frequent Questions
- ★ Design Advice & Ideas
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- ★ Site Map



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Get info., discounts, and coupons!

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email@address.com



Horizontal Wood Blinds, Aluminum Mini & Micro Blinds, Pleated Shades and Roman Shades.

- Use a steel measuring tape.
- Measure to the nearest eighth of an inch - don't round your measurements.
- On your notes, clearly indicate which measurement is the width and which is the height. It is very common to transpose measurements. **Always indicate the WIDTH measurement first, then the HEIGHT last. (W x H)**
- Remember one very important thing when measuring for an inside mount - **Take the ACTUAL WINDOW OPENING SIZE** to give to us, our factory will take all the proper allowances for it to fit into that opening.

Before taking any measurements, step back from your window and decide if you want to mount the window treatment inside the window recess, or outside on the wall or molding. We usually recommend an inside mount when possible because it provides a cleaner look. However, an outside mount can make a window appear larger or hide an unattractive window. For an inside mount, the window opening must have enough unobstructed depth to allow mounting. When measuring for an outside mount, be sure to allow for the height of the product's headrail in your measurements.

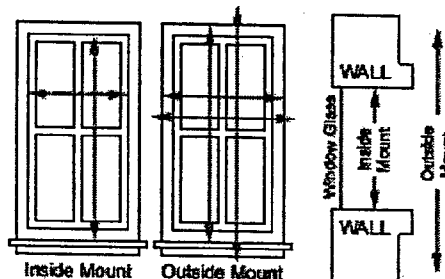
We will custom make your blinds to the sizes you write on the order. *If these sizes are incorrect it is impossible to change the blind, so take your time and double check your measurements.*

[Click Here](#) for a printable measuring worksheet.

Specific Measuring Instructions Below:

For an inside mount:

Measure the opening width at the top, center and bottom, recording the narrowest width. Always measure to the nearest 1/8", and be sure to use a steel tape measure. See tip below.



Measure the height left, right and center, recording the tallest height.

When you specify inside mount, the factory will make your blind slightly narrower than you specified to allow for operating clearance. They will deduct between 1/16" and 3/8" from the width on each side. The deductions are made so that the blind will not rub or scratch your window frame. So do not take the deduction yourself. Provide the exact window opening width.

March 22, 2004

Re: Gloria Collins - claim # LAG 9072

- content cleaning breakdown per previous conversation

ContentsDifference invoiced by Servicemaster Professional Cleaning Services: **\$852.27**

| | |
|------------------------|-----------------|
| 1. master bed room | \$35.00 |
| 2. great room | \$232.34 |
| 3. bed room 1 | \$77.22 |
| 4. bed room 1 closet | \$35.00 |
| 5. laundry room | \$15.02 |
| 6. laundry room closet | \$35.00 |
| 7. basement | \$241.77 |
| 8. basement bed room | \$180.92 |
| | \$852.27 |

- 39.96.

42.72 hrs to clean
Contents.

Great Room.Basement... - nothing there game table - Air hockeyBasement bedroom.

30. x 19.95

= 598.50.

726.81

f .06%

\$634.41

ServiceMASTER
Clean.**merry
maids.**INDUSTRIAL MAINTENANCE SYSTEMS, INC.
D/B/A SERVICEMASTER / MERRY MAIDS / SERMAC2612 EIGHTEENTH STREET
ALTOONA, PENNSYLVANIA 16601-2697PHONE (814) 946-7671
FAX (814) 946-3041

SURFACE MAINTENANCE SYSTEMS

DATE: 4/22/04
TIME: 11:00 AMCOMPANY: TRAVELERS
ATTENTION: Jeff Cunningham
FAX NUMBER: 866 / 847-6771
NO. OF PAGES 3 (INCLUDES COVER SHEET)

If you do not receive all pages, please call (814) 946-7671.

FROM: Mike Dine

COMMENTS:

Census Bureau # LAG 9072PLEASE REJECT PAYMENT TO AVOID
COLLECTIONS TOWARDS POLICY HOLDER.

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**INDUSTRIAL
MAINTENANCE
SYSTEMS, INC.**

*d/b/a ServiceMaster Professional
Cleaning Services*
2612 18th Street - Altoona, PA 16601

INVOICE

INVOICE NO: 00001

DATE: 11/20/03

To:

GLORIA COLLINS
720 CAMBRIA DRIVE
CLEARFIELD, PA 16830

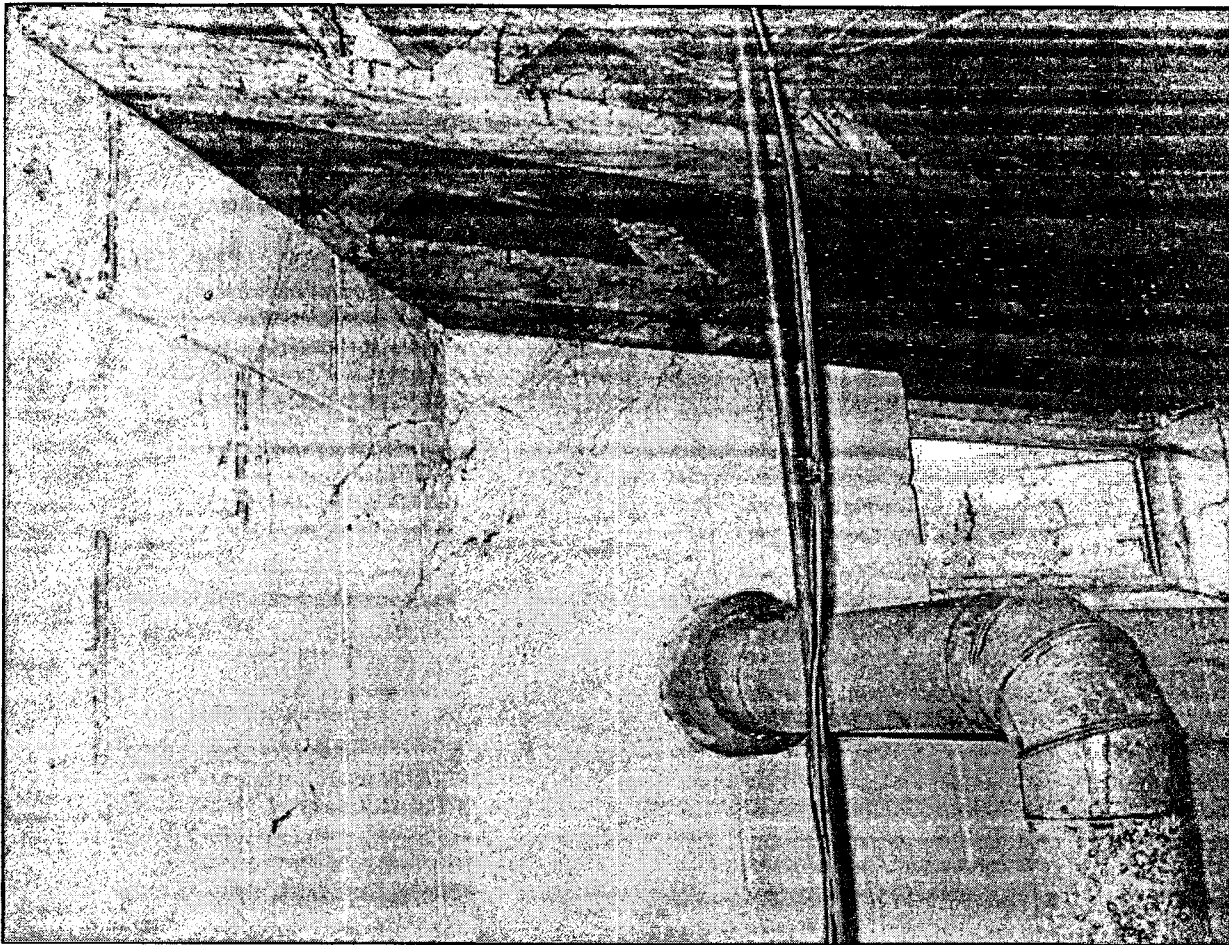
| SALESPERSON | P.O. NUMBER | ACCOUNT # | SHIPPED VIA | F.O.B. POINT | TERMS |
|-------------|-------------|-----------|-------------|--------------|-----------------|
| BARRY | | 3302 | | | Payable Account |

| DESCRIPTION | AMOUNT |
|-------------------------------------|-------------|
| FIRE RESTORATION SERVICES PROVIDED: | |
| STRUCTURE CLEANING | 4663.57 |
| CONTENT CLEANING | 1830.27 |
| DUCT CLEANING | 450.00 |
| PAINTING - (NON-TAXABLE) | 2349.91 |
| PAINT/SUPPLIES - (NON-TAXABLE) | 762.92 |
| SCAFFOLDING RENTAL | 115.94 |
| SUB TOTAL | \$10,172.61 |
| TAX | 423.58 |
| TOTAL | \$10,596.19 |

Make all checks payable to: Industrial Maintenance Systems, Inc.
If you have any questions, please call (814) 946-7671

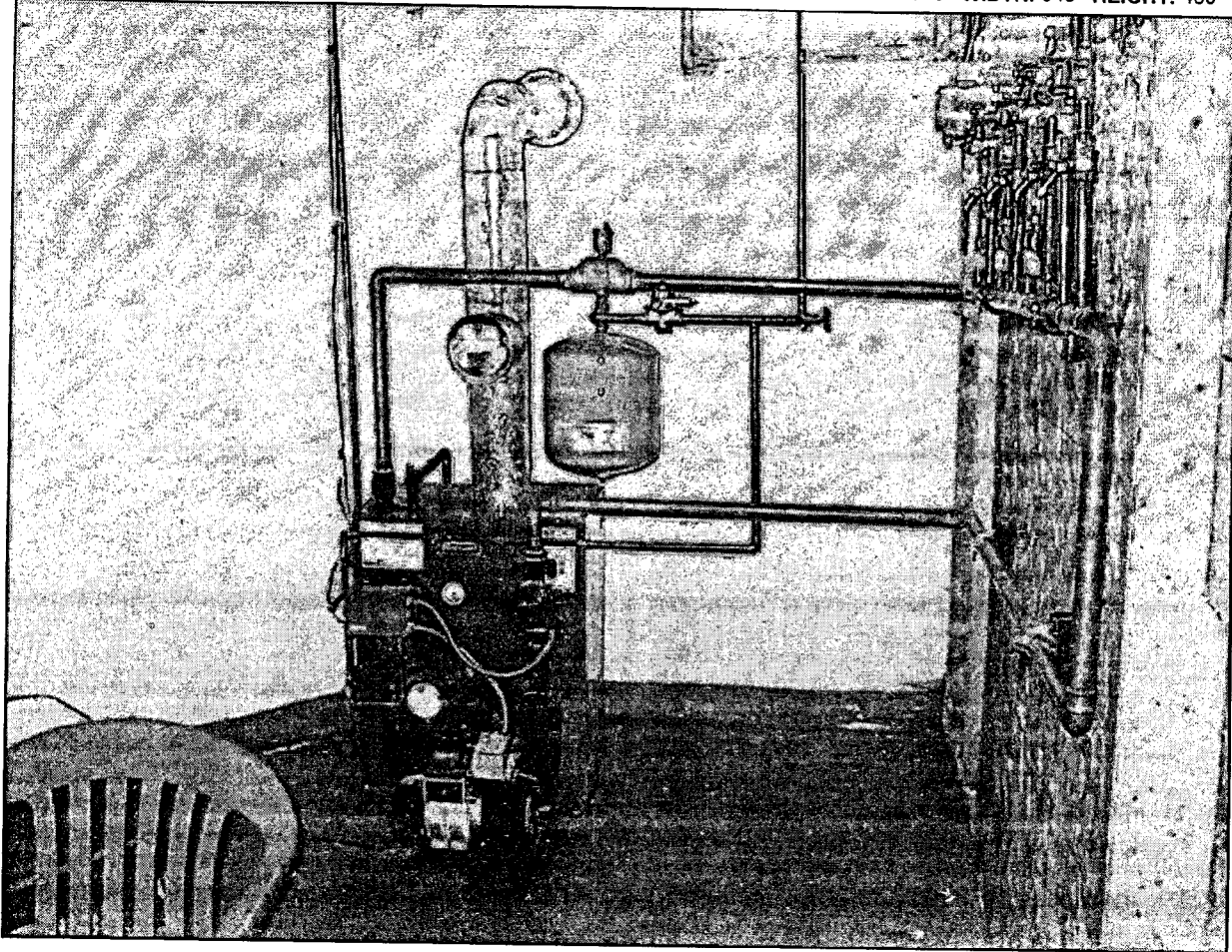
THANK YOU FOR YOUR BUSINESS!!!

DESCRIPTION: basement IMPORTED: 11/4/2003 5:16:14 PM BY: jccunnin FILE SIZE: 99749 WIDTH: 640 HEIGHT: 480



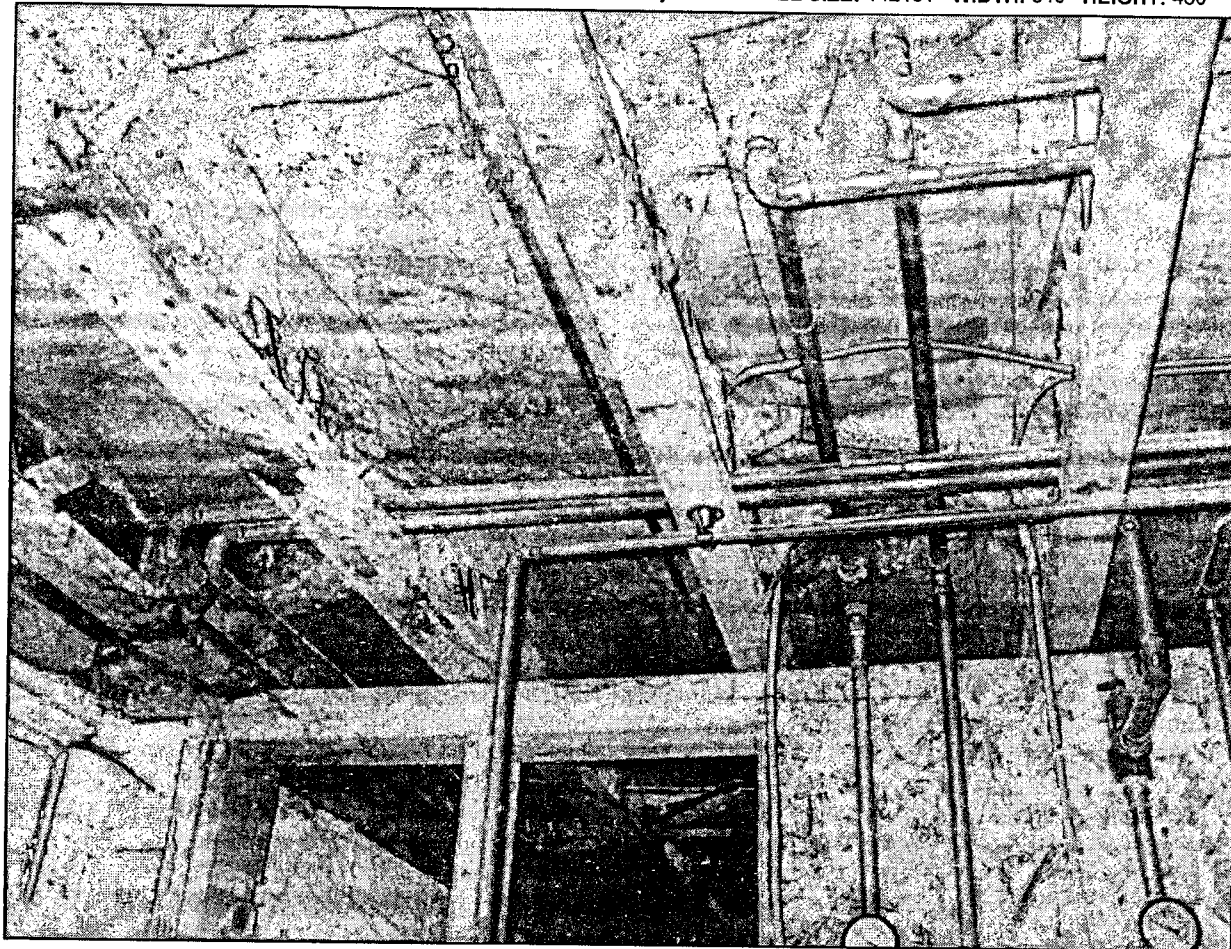
 **ST PAUL
TRAVELERS**

DESCRIPTION: UNKNOWN IMPORTED: 11/4/2003 5:16:14 PM BY: jccunnin FILE SIZE: 100610 WIDTH: 640 HEIGHT: 480



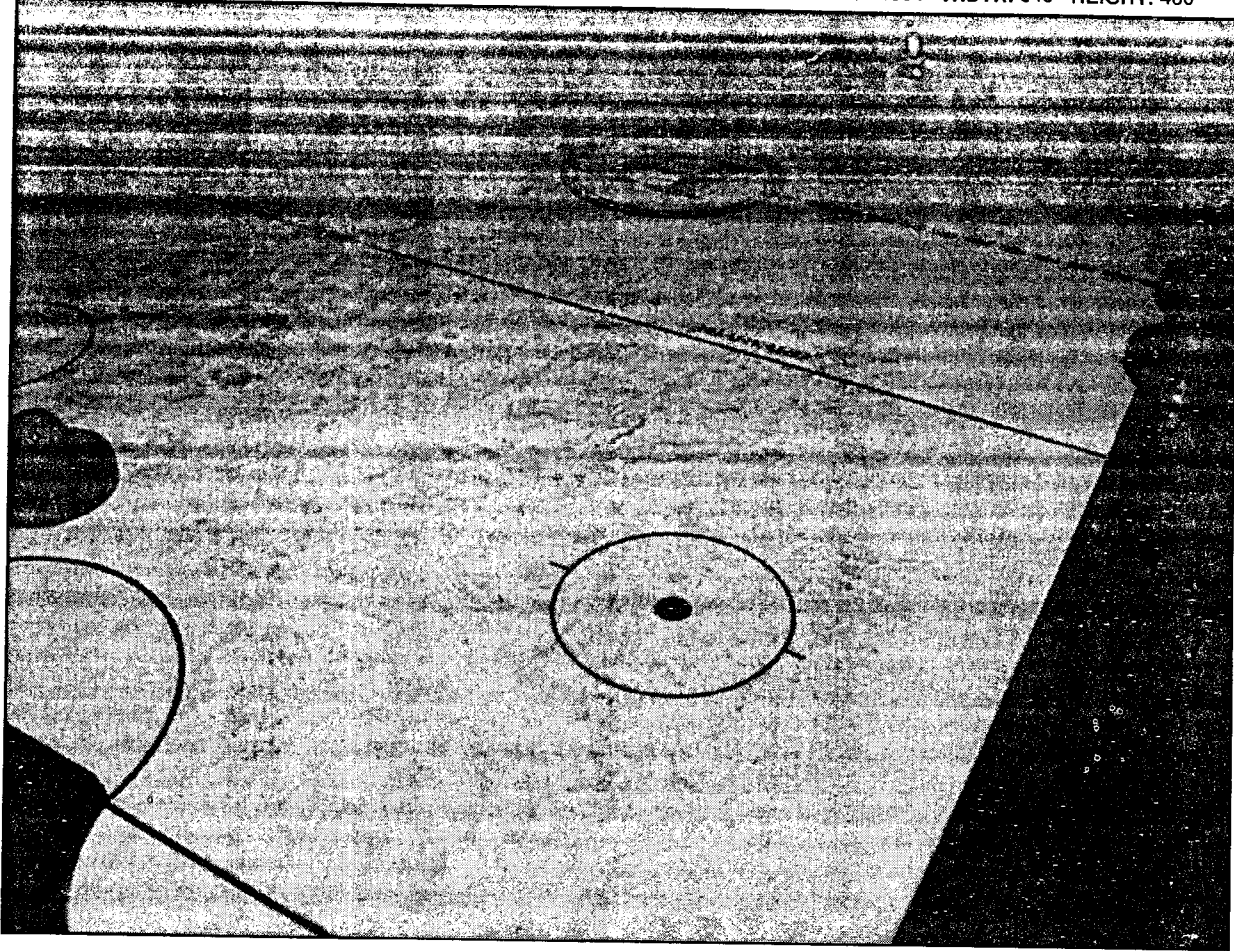
 **ST PAUL
TRAVELERS**

DESCRIPTION: basement IMPORTED: 11/4/2003 5:16:15 PM BY: jccunnin FILE SIZE: 142161 WIDTH: 640 HEIGHT: 480



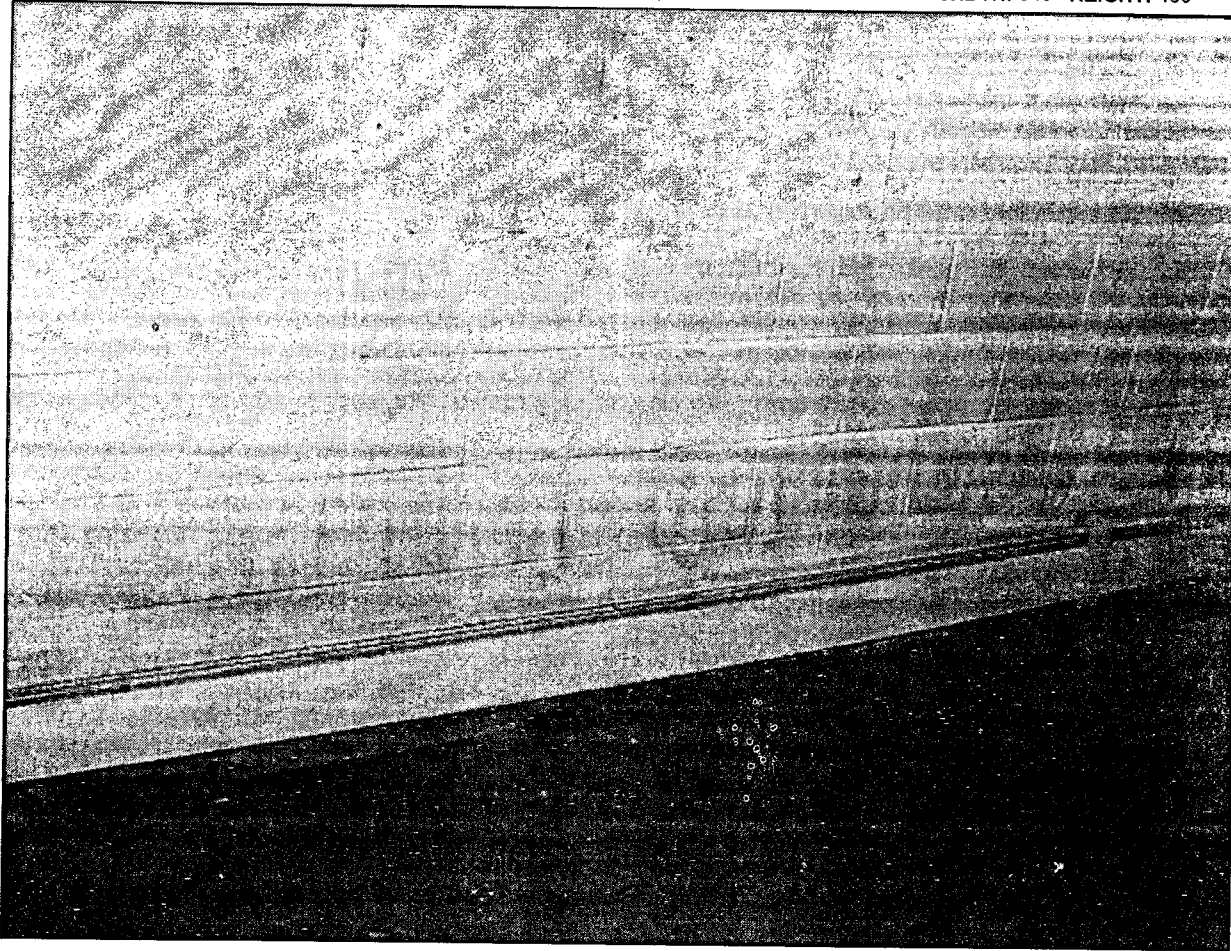
 **ST PAUL
TRAVELERS**

DESCRIPTION: basement IMPORTED: 11/4/2003 5:16:15 PM BY: jccunnin FILE SIZE: 72864 WIDTH: 640 HEIGHT: 480



 **ST PAUL
TRAVELERS**

DESCRIPTION: basement IMPORTED: 11/4/2003 5:16:15 PM BY: jccunnin FILE SIZE: 57005 WIDTH: 640 HEIGHT: 480



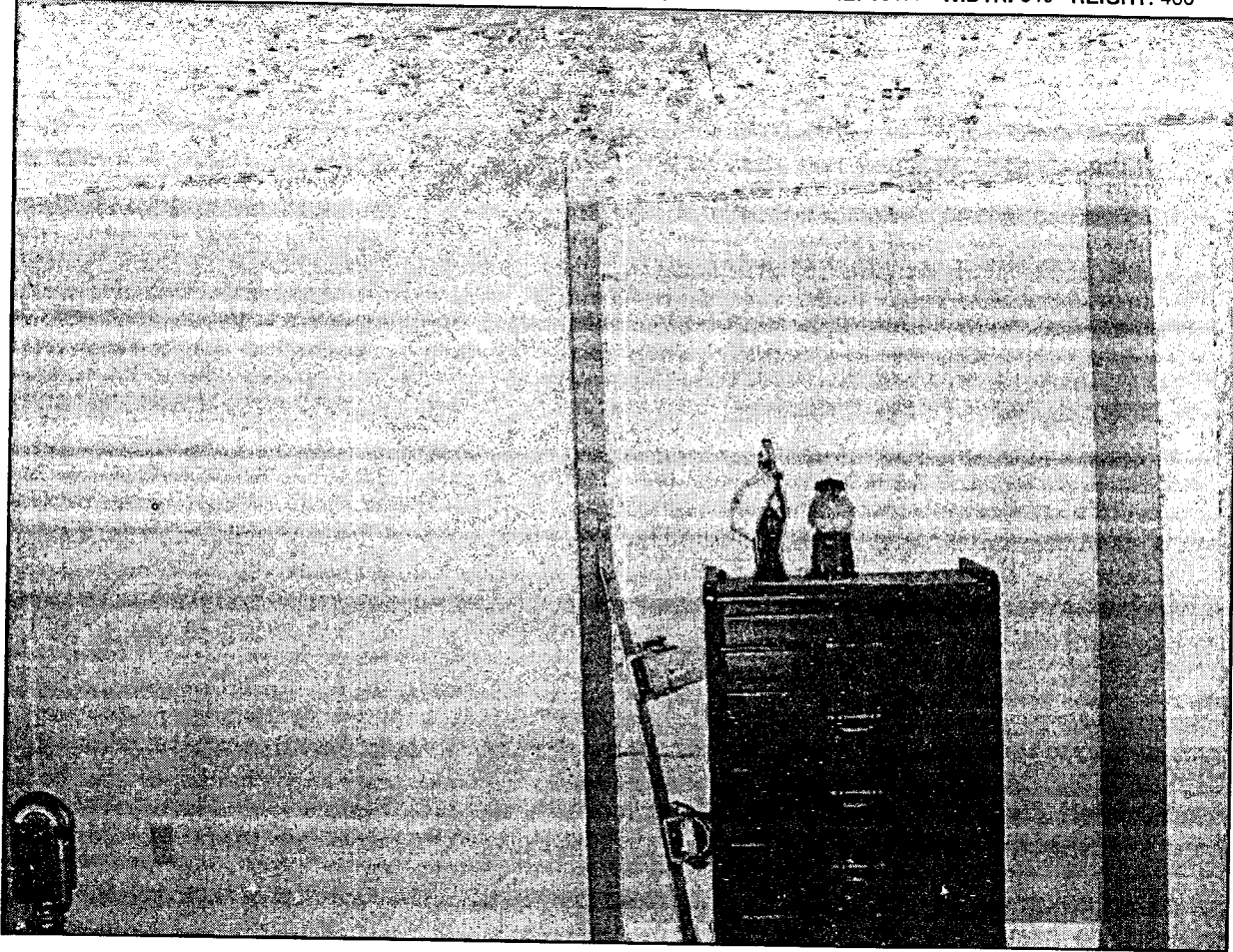
 **ST PAUL
TRAVELERS**

DESCRIPTION: basement IMPORTED: 11/4/2003 5:16:15 PM BY: jccunnin FILE SIZE: 93844 WIDTH: 640 HEIGHT: 480



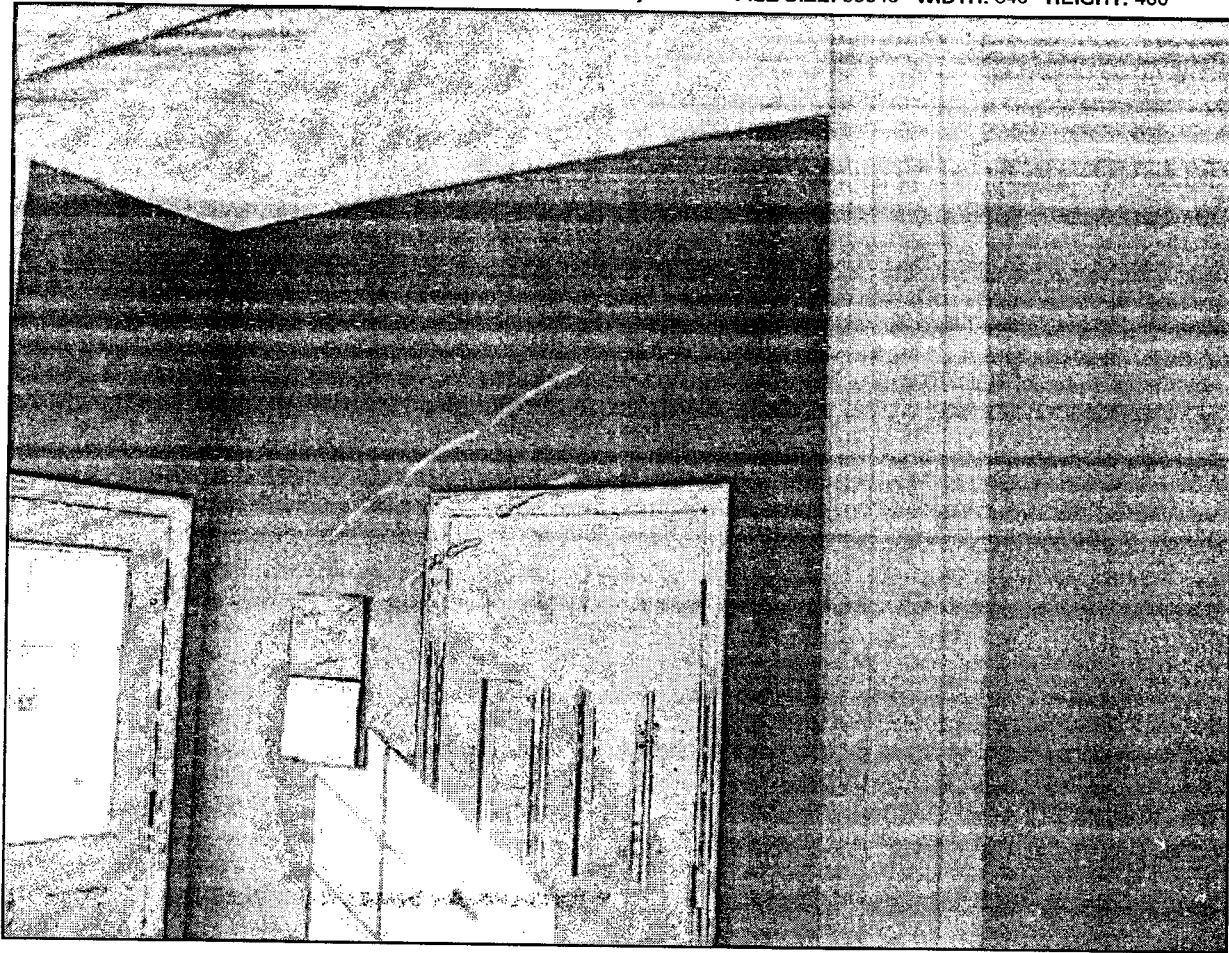
 **ST PAUL
TRAVELERS**

DESCRIPTION: basement IMPORTED: 11/4/2003 5:16:15 PM BY: jccunnin FILE SIZE: 65177 WIDTH: 640 HEIGHT: 480



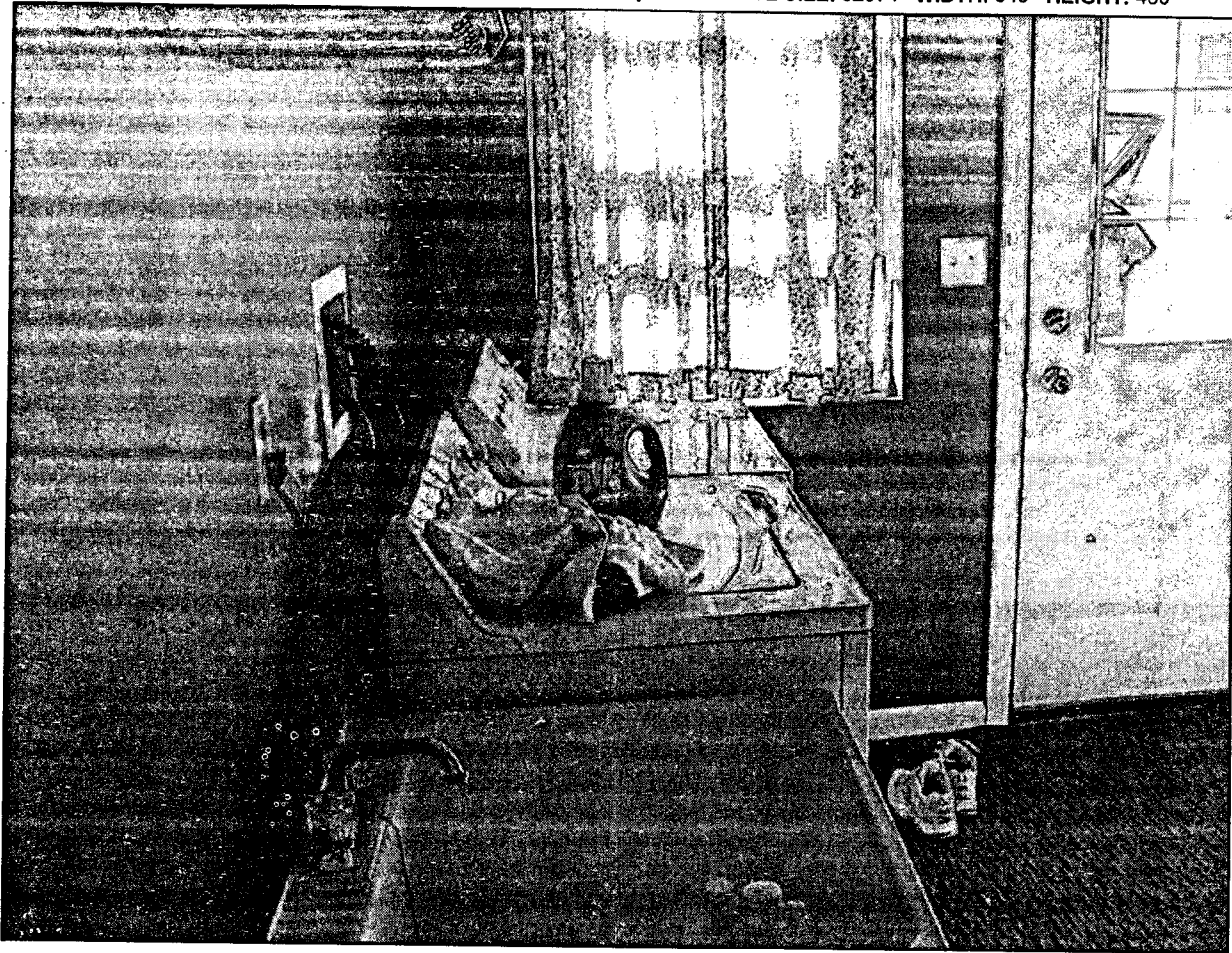
 **ST PAUL
TRAVELERS**

DESCRIPTION: laundry IMPORTED: 11/4/2003 5:16:15 PM BY: jccunnin FILE SIZE: 59046 WIDTH: 640 HEIGHT: 480



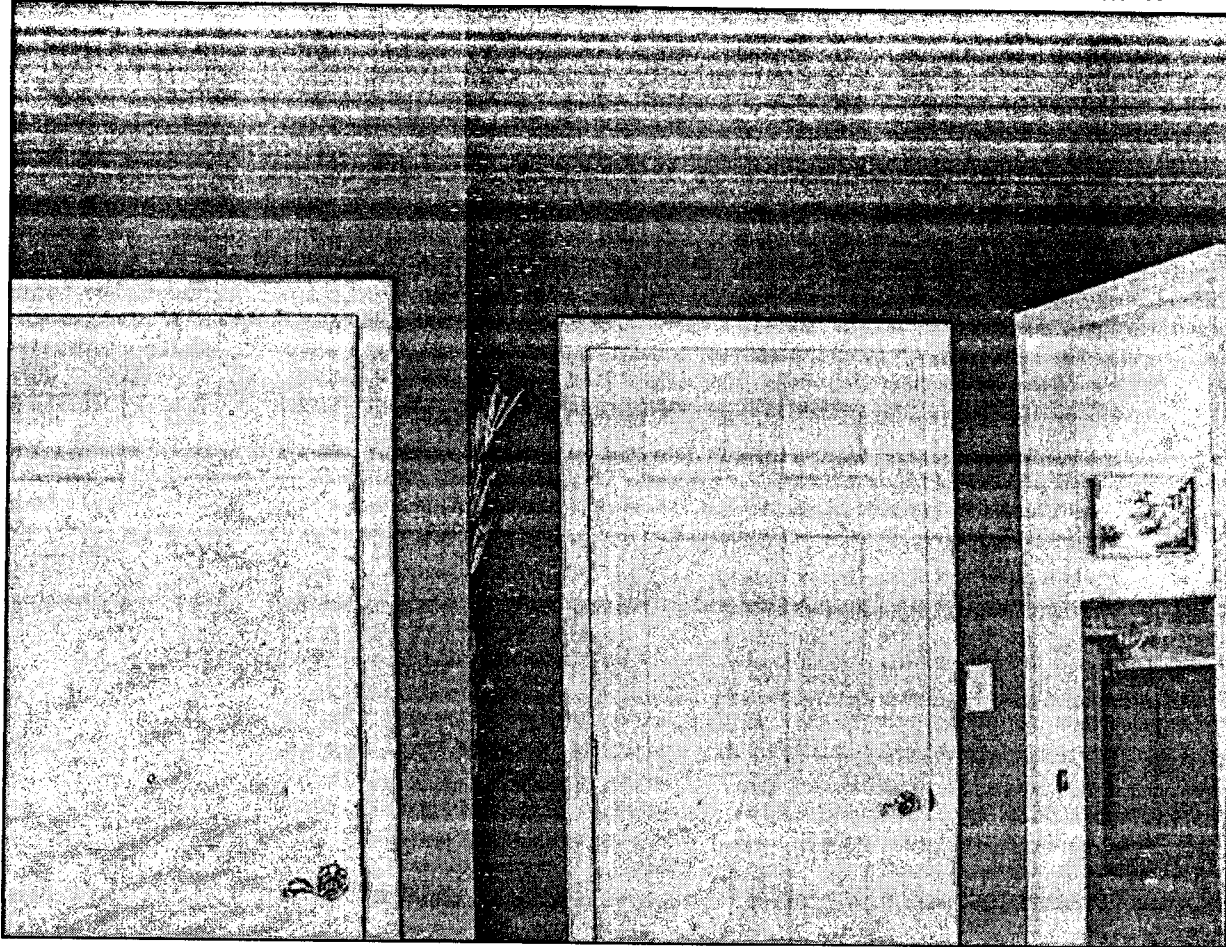
 **ST PAUL
TRAVELERS**

DESCRIPTION: laundry IMPORTED: 11/4/2003 5:16:17 PM BY: jccunnin FILE SIZE: 92574 WIDTH: 640 HEIGHT: 480



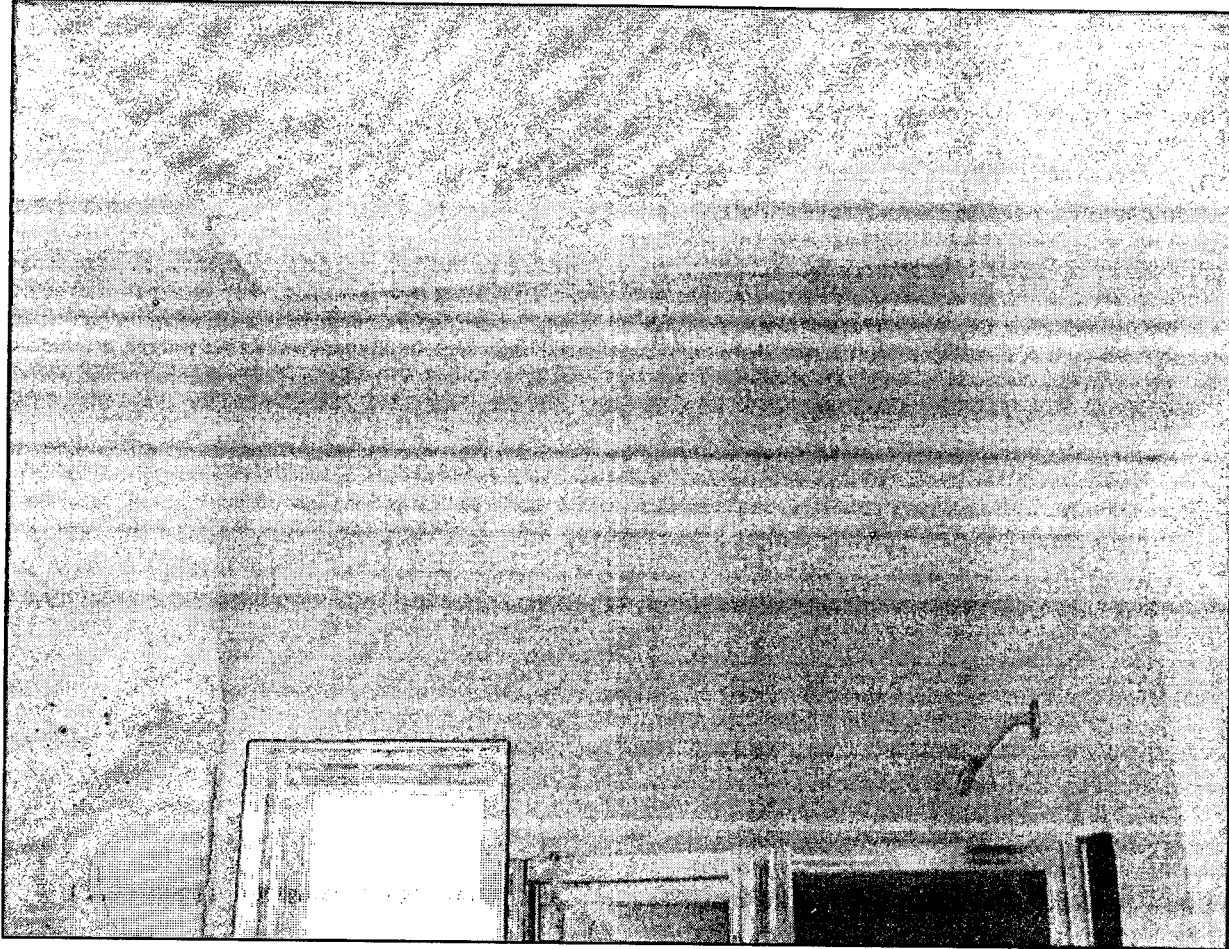
 **ST PAUL
TRAVELERS**

DESCRIPTION: laundry IMPORTED: 11/4/2003 5:16:19 PM BY: jccunnin FILE SIZE: 60717 WIDTH: 640 HEIGHT: 480



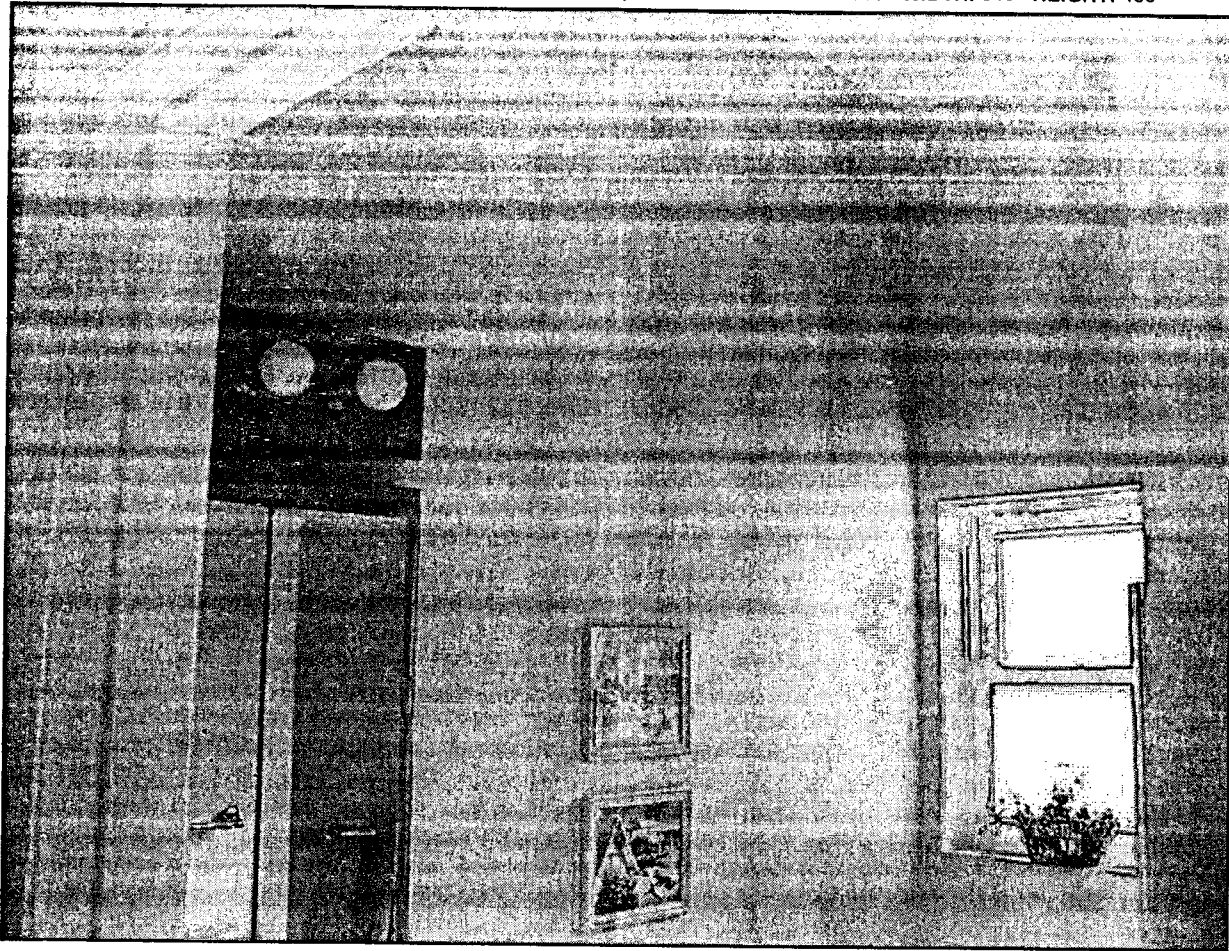
 **ST PAUL
TRAVELERS**

DESCRIPTION: bath 1 IMPORTED: 11/4/2003 5:16:19 PM BY: jccunnin FILE SIZE: 45180 WIDTH: 640 HEIGHT: 480



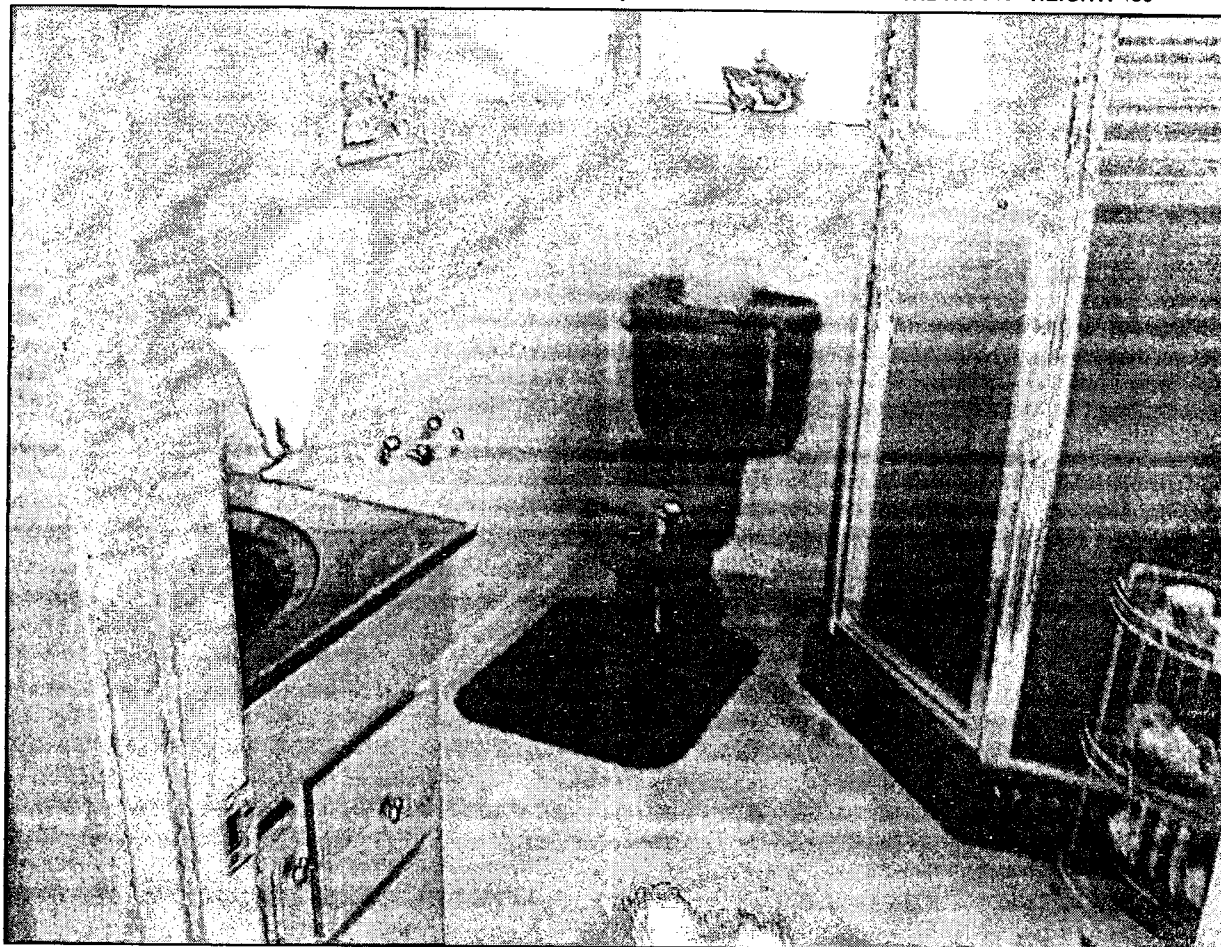
 **ST PAUL
TRAVELERS**

DESCRIPTION: bath 1 IMPORTED: 11/4/2003 5:16:19 PM BY: jccunnin FILE SIZE: 61950 WIDTH: 640 HEIGHT: 480



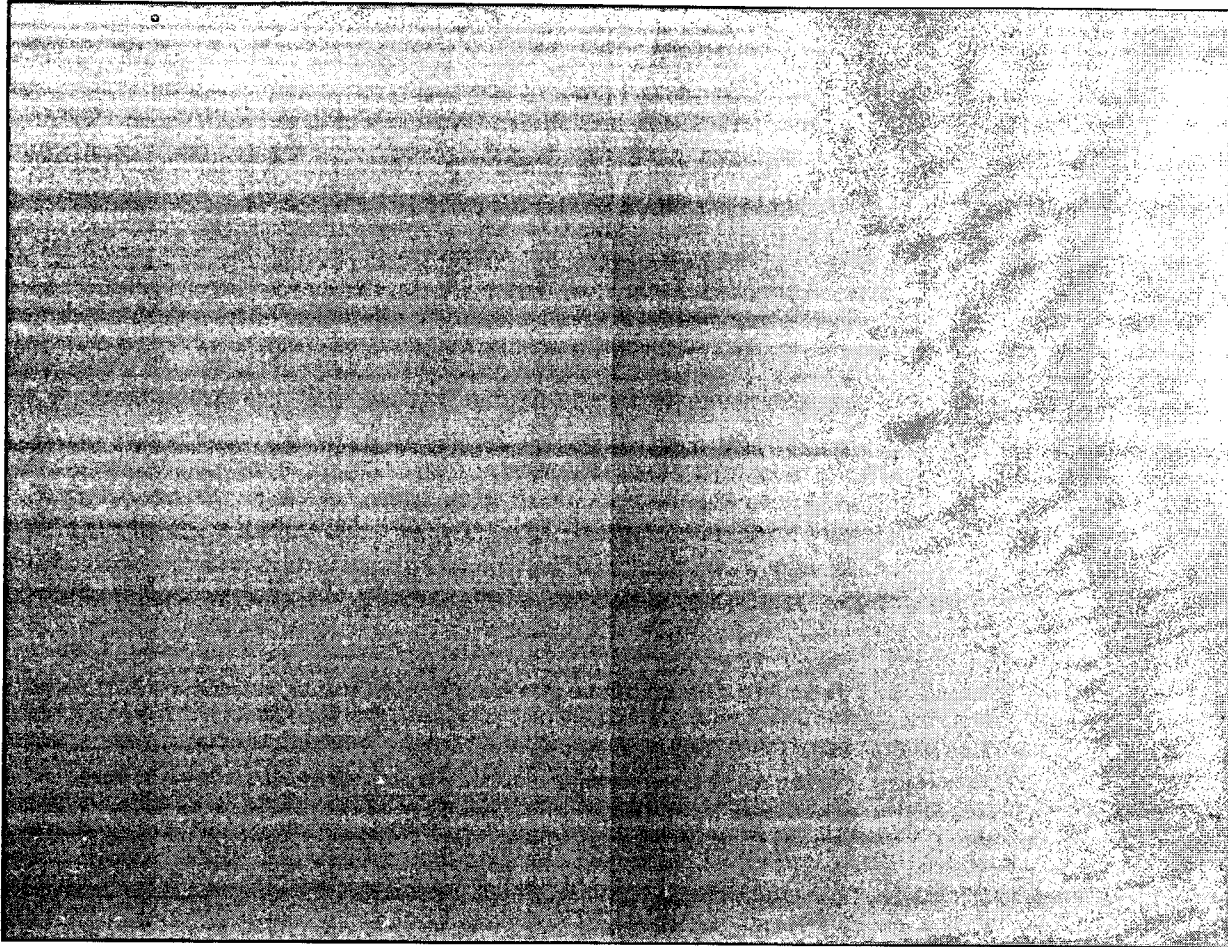
 **ST PAUL
TRAVELERS**

DESCRIPTION: bath 1 IMPORTED: 11/4/2003 5:16:19 PM BY: jccunnin FILE SIZE: 74043 WIDTH: 640 HEIGHT: 480



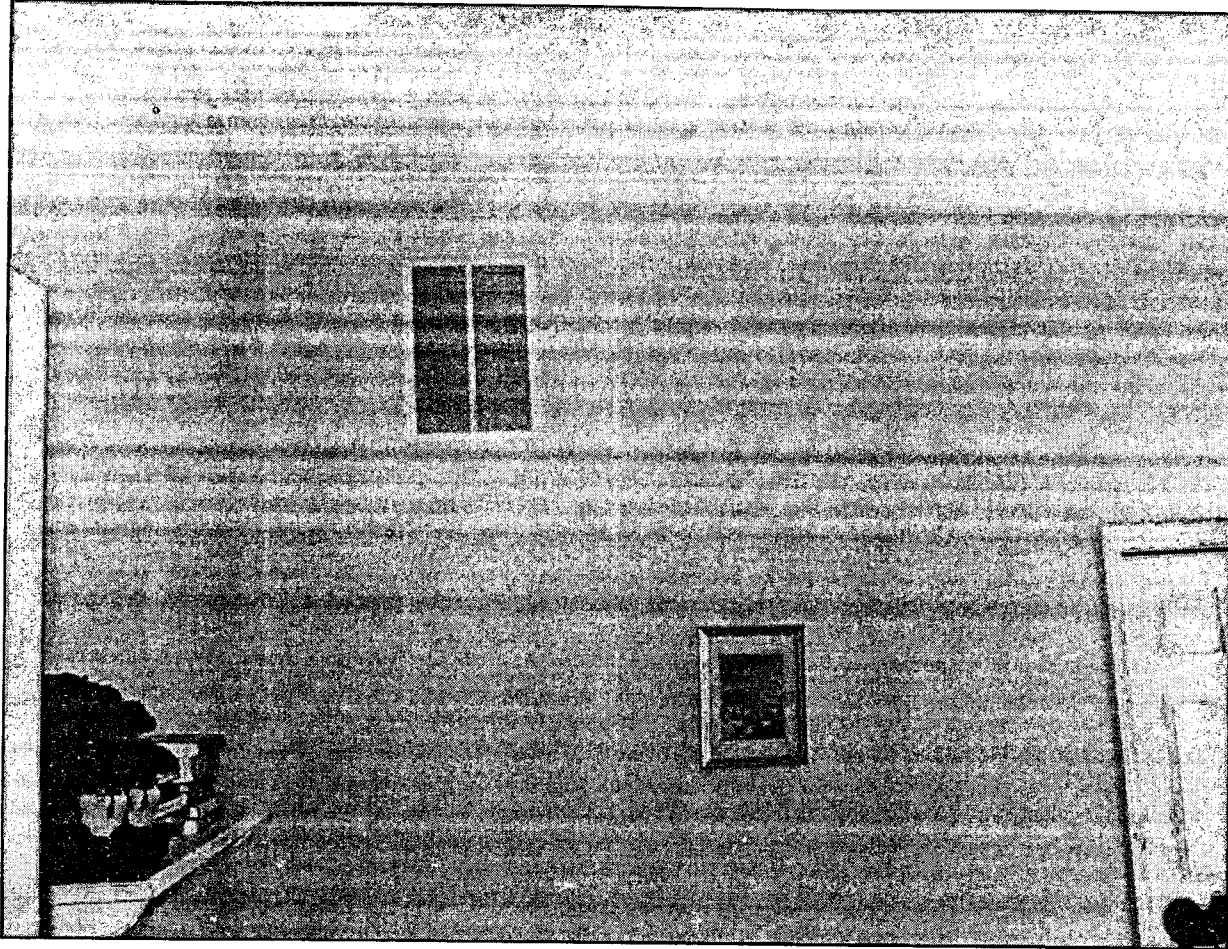
 **ST PAUL
TRAVELERS**

DESCRIPTION: bed 2 IMPORTED: 11/4/2003 5:16:20 PM BY: jccunnin FILE SIZE: 43317 WIDTH: 640 HEIGHT: 480



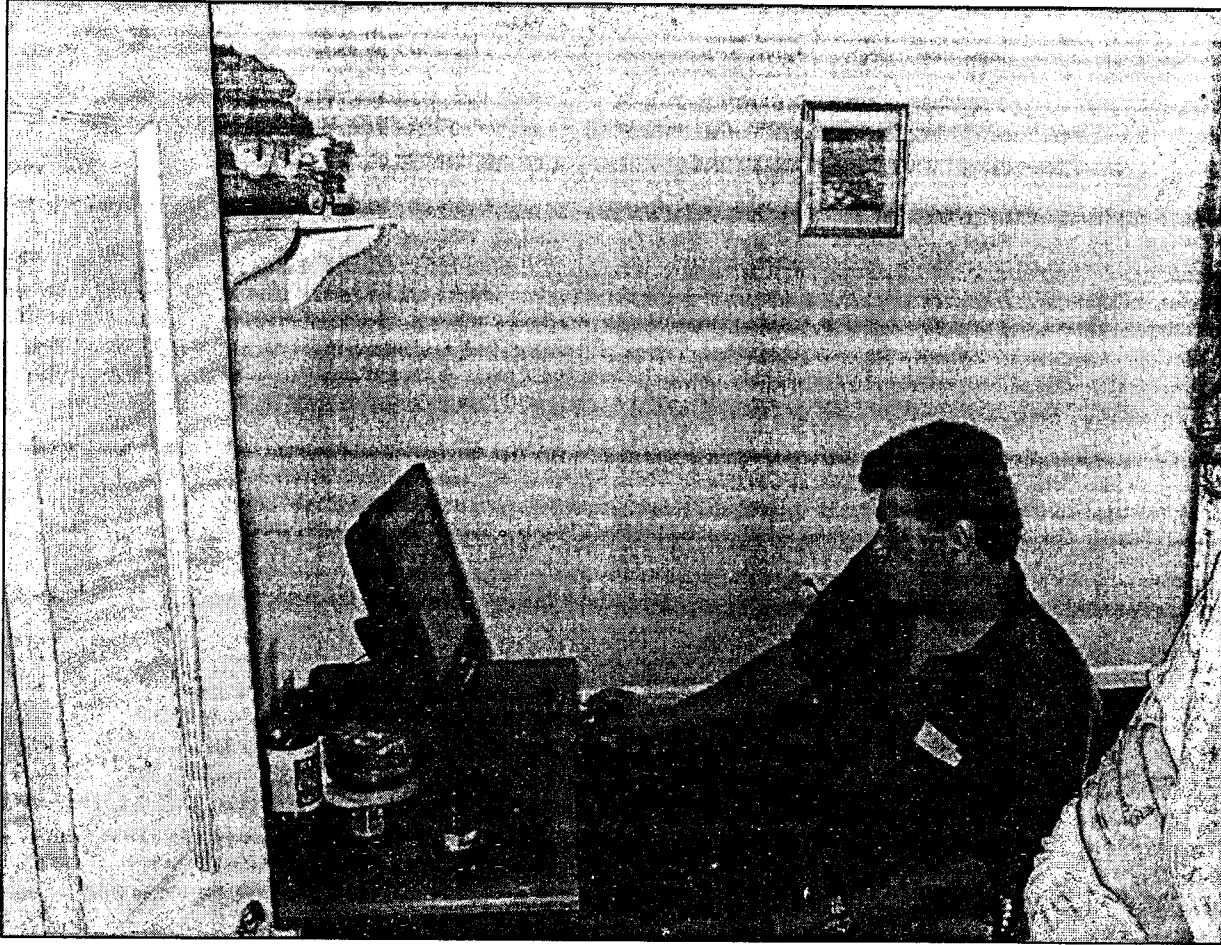
 **ST PAUL
TRAVELERS**

DESCRIPTION: bed 2 IMPORTED: 11/4/2003 5:16:20 PM BY: jccunnin FILE SIZE: 52236 WIDTH: 640 HEIGHT: 480



 **ST PAUL
TRAVELERS**

DESCRIPTION: Bathroom 2 IMPORTED: 11/4/2003 5:16:20 PM BY: jccunnin FILE SIZE: 73406 WIDTH: 640 HEIGHT: 480



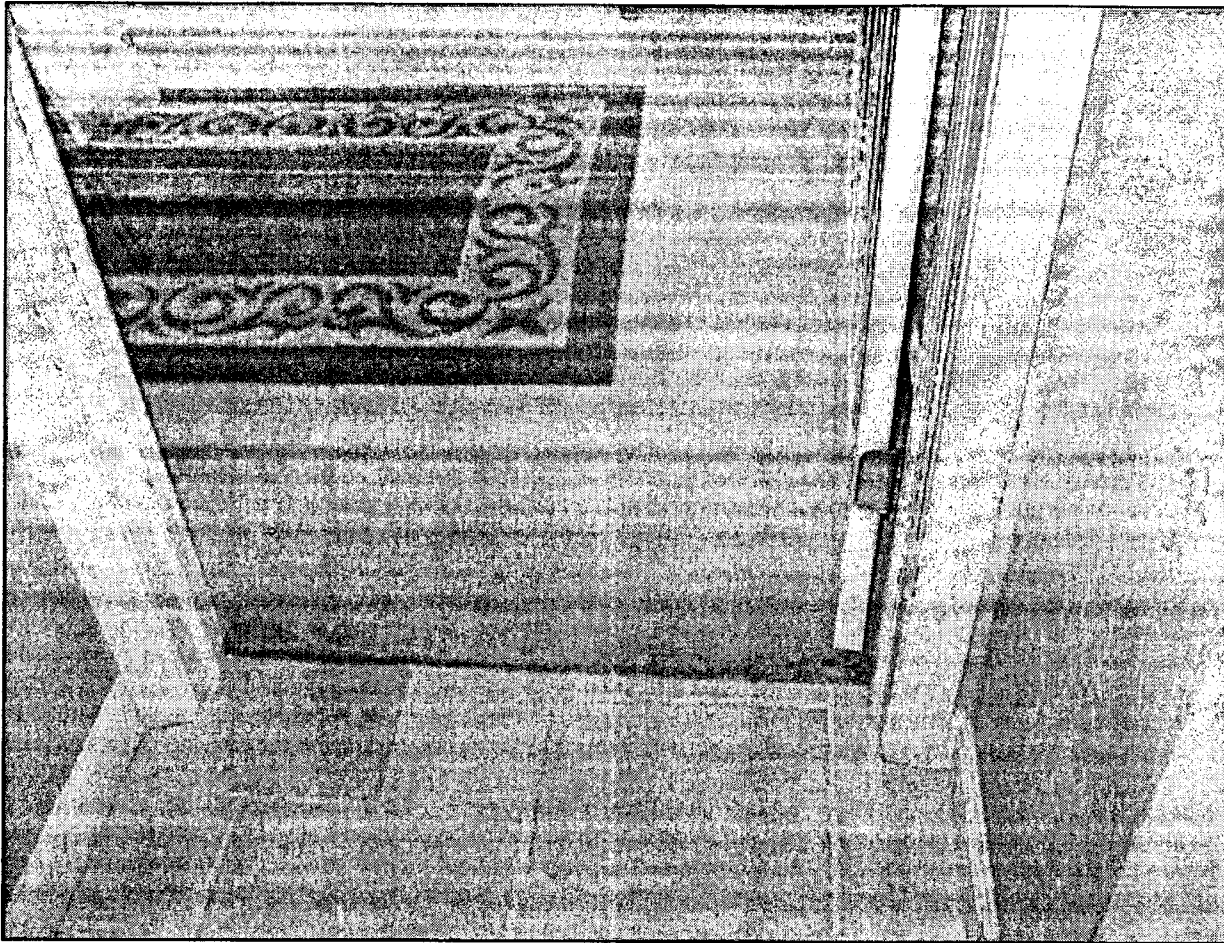
 **ST PAUL
TRAVELERS**

DESCRIPTION: Bedroom 2 IMPORTED: 11/4/2003 5:16:20 PM BY: jccunnin FILE SIZE: 81266 WIDTH: 640 HEIGHT: 480



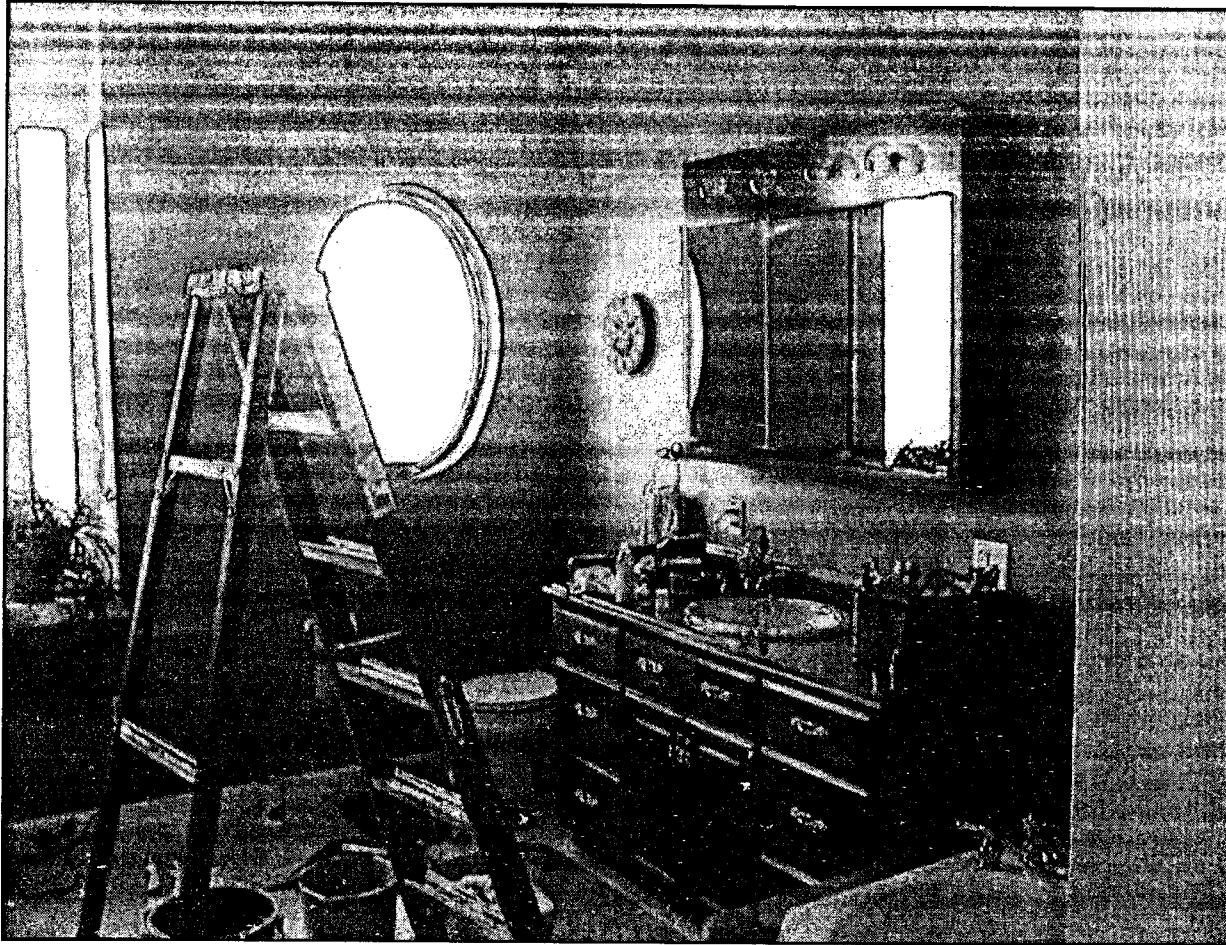
 **ST PAUL
TRAVELERS**

DESCRIPTION: bed M IMPORTED: 11/4/2003 5:18:33 PM BY: jccunnin FILE SIZE: 79327 WIDTH: 640 HEIGHT: 480



 **ST PAUL
TRAVELERS**

DESCRIPTION: Bath M IMPORTED: 11/4/2003 5:18:34 PM BY: jccunnin FILE SIZE: 89028 WIDTH: 640 HEIGHT: 480



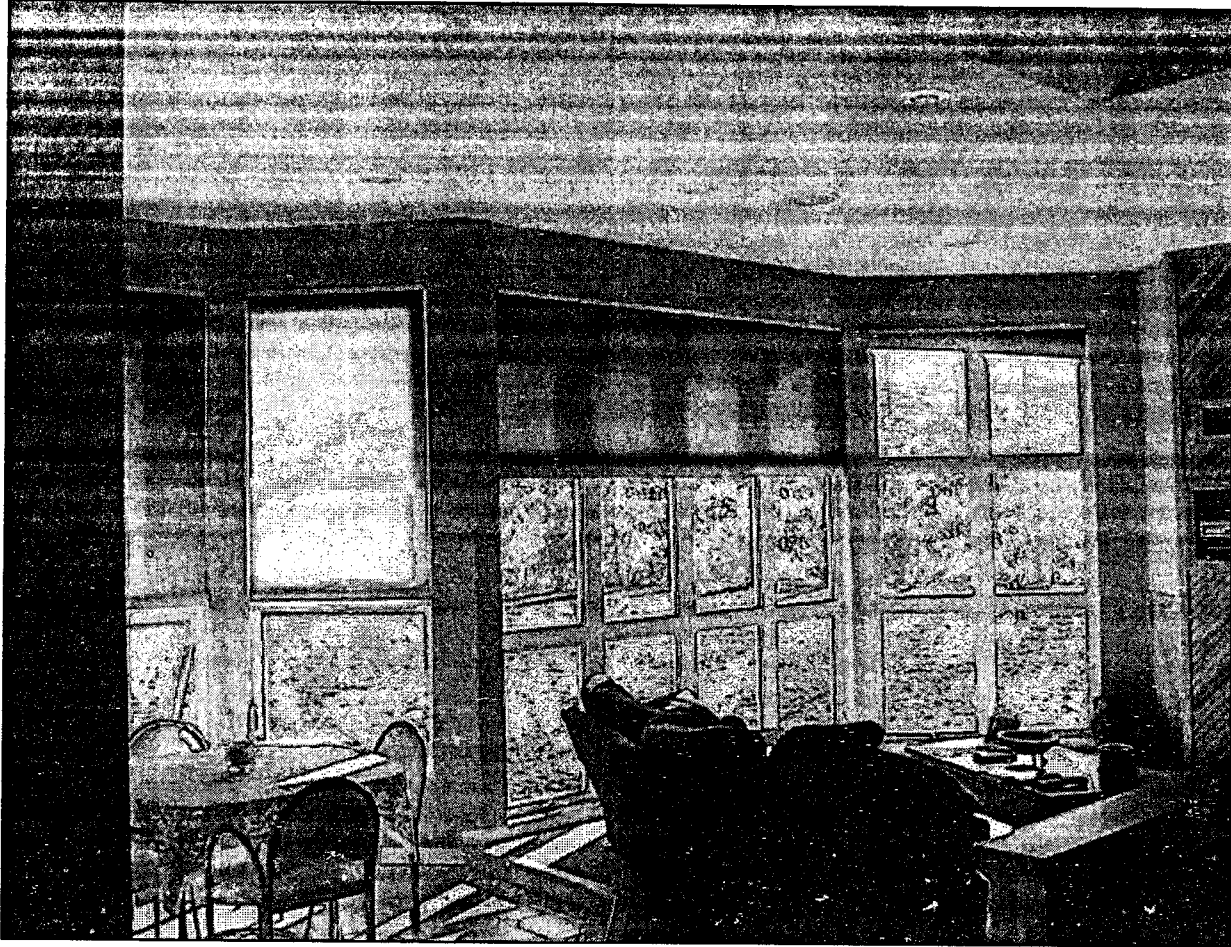
 **ST PAUL
TRAVELERS**

DESCRIPTION: Front IMPORTED: 11/4/2003 5:18:35 PM BY: jccunnin FILE SIZE: 78180 WIDTH: 640 HEIGHT: 480



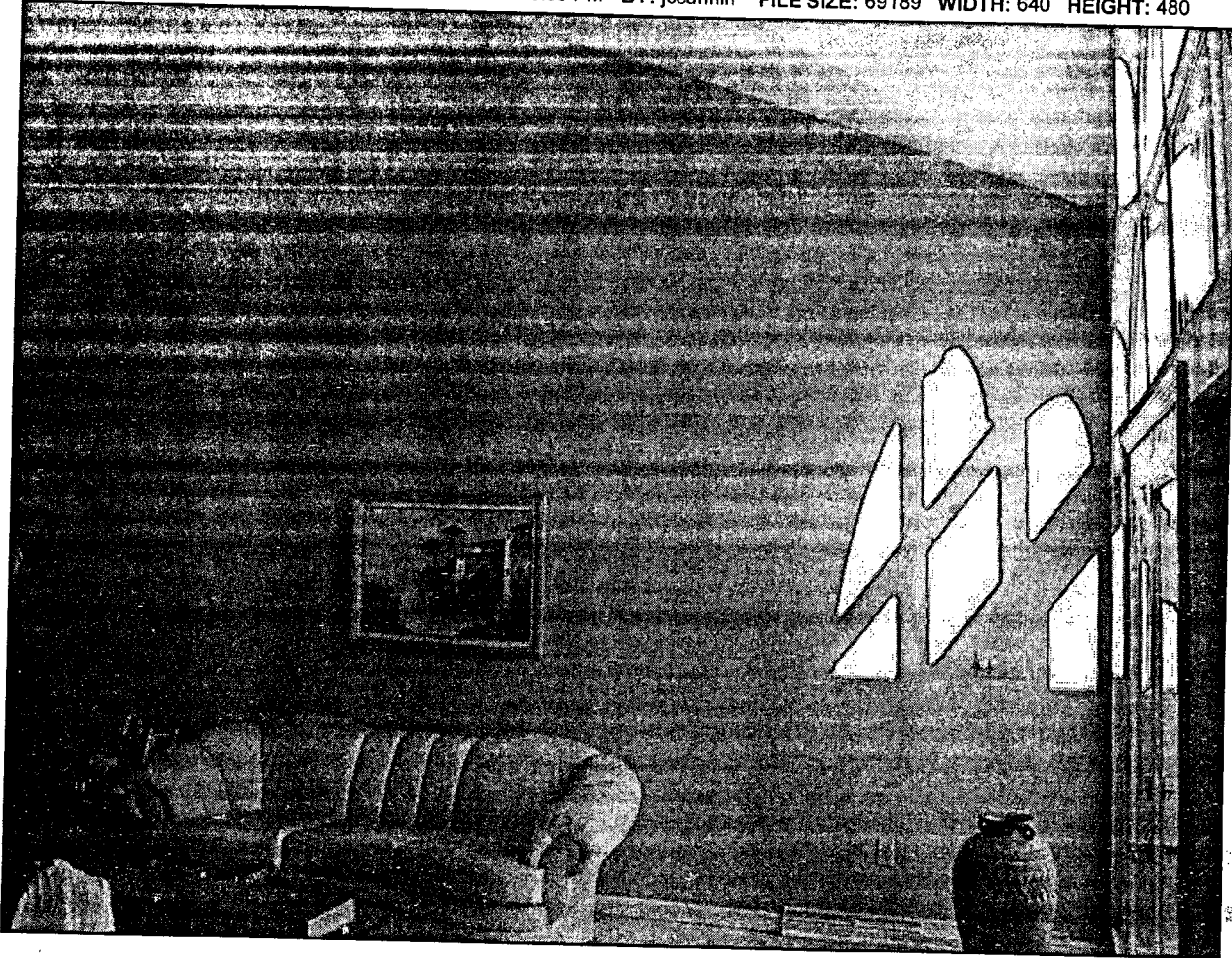
 **ST PAUL
TRAVELERS**

DESCRIPTION: UNKNOWN IMPORTED: 11/4/2003 5:18:37 PM BY: jccunnin FILE SIZE: 94744 WIDTH: 640 HEIGHT: 480



 **ST PAUL
TRAVELERS**

DESCRIPTION: Great RM IMPORTED: 11/4/2003 5:18:38 PM BY: jccunnin FILE SIZE: 69189 WIDTH: 640 HEIGHT: 480



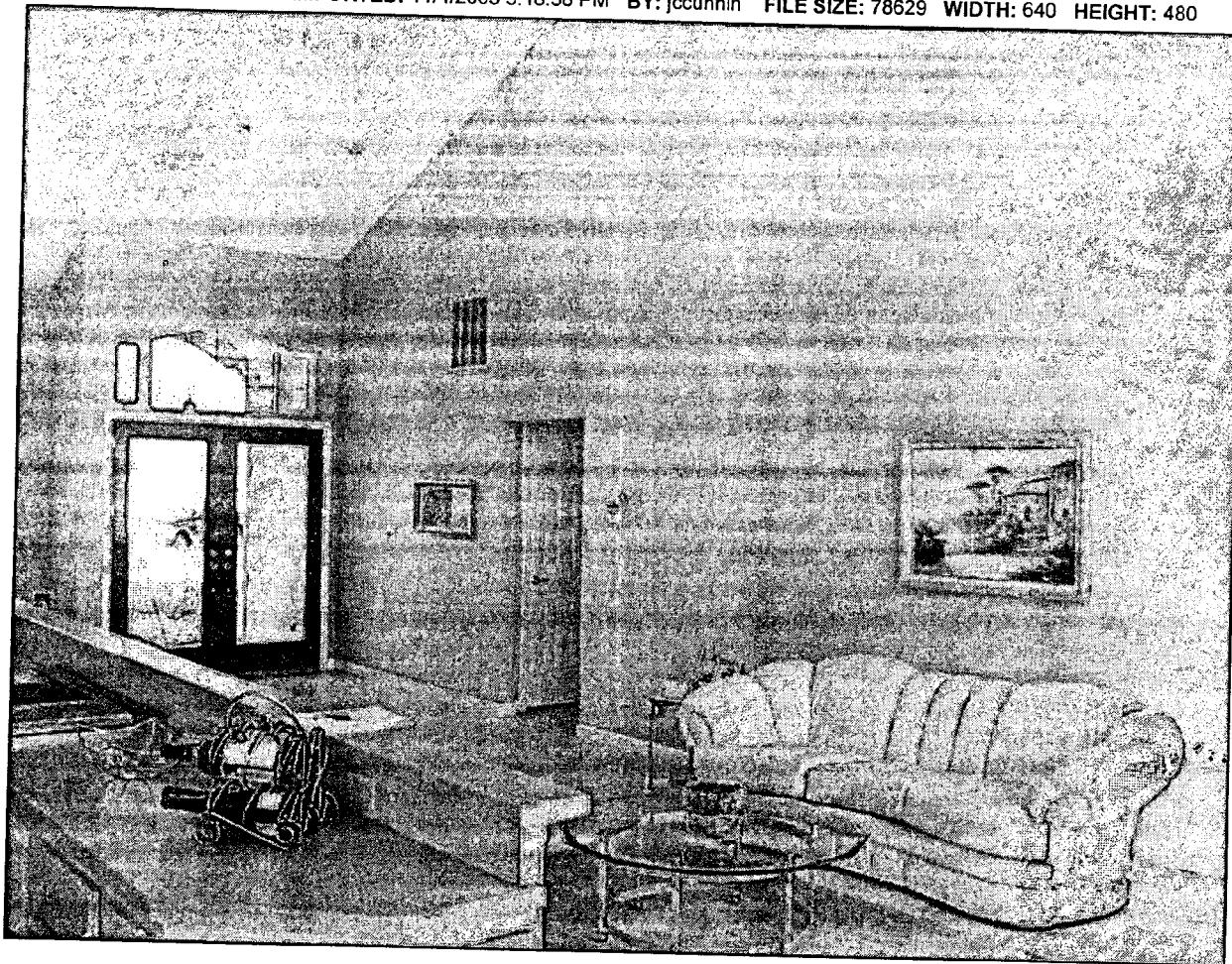
 **ST PAUL
TRAVELERS**

DESCRIPTION: Great RM IMPORTED: 11/4/2003 5:18:38 PM BY: jccunnin FILE SIZE: 86833 WIDTH: 640 HEIGHT: 480



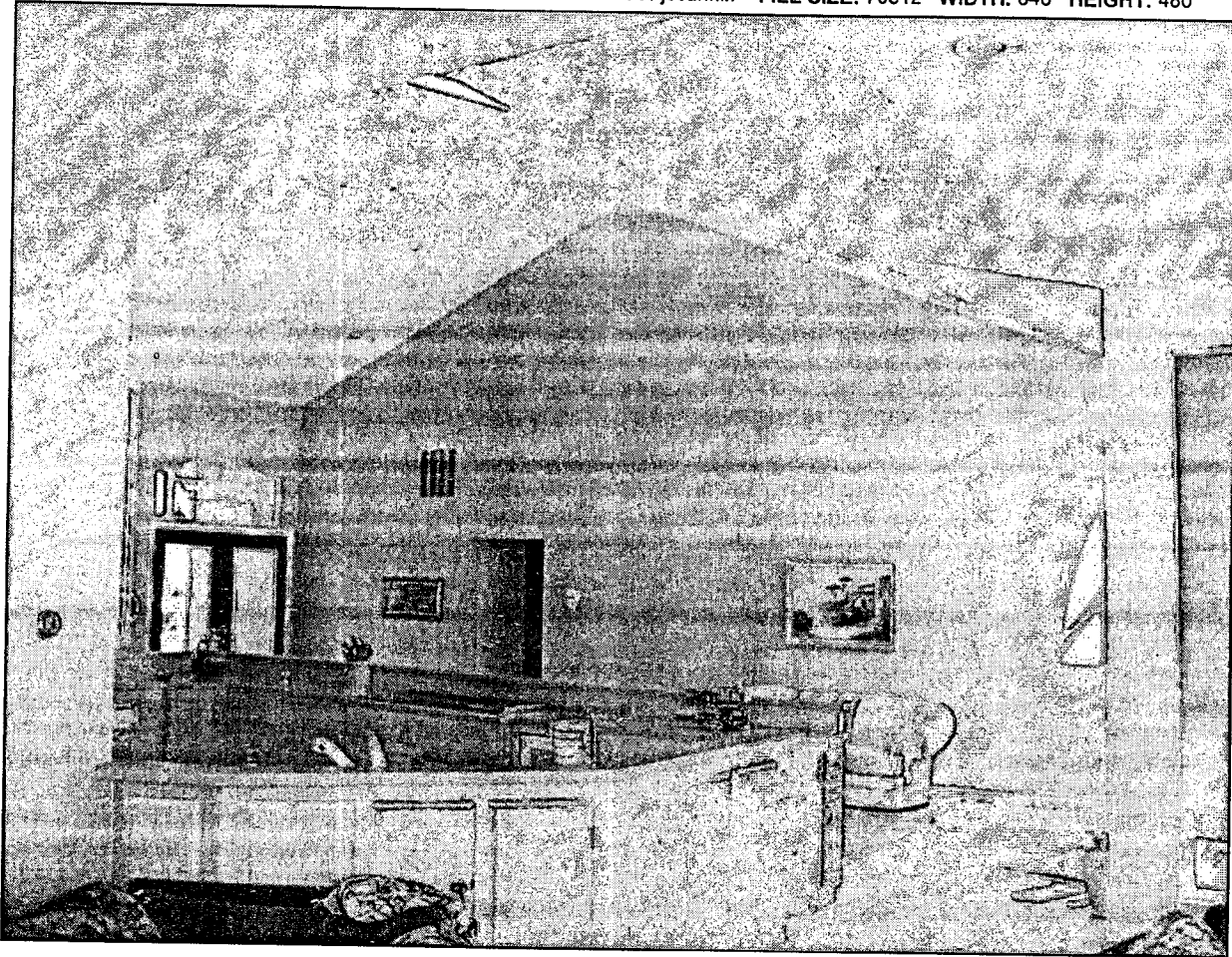
 **ST PAUL
TRAVELERS**

DESCRIPTION: Great RM IMPORTED: 11/4/2003 5:18:38 PM BY: jccunnin FILE SIZE: 78629 WIDTH: 640 HEIGHT: 480



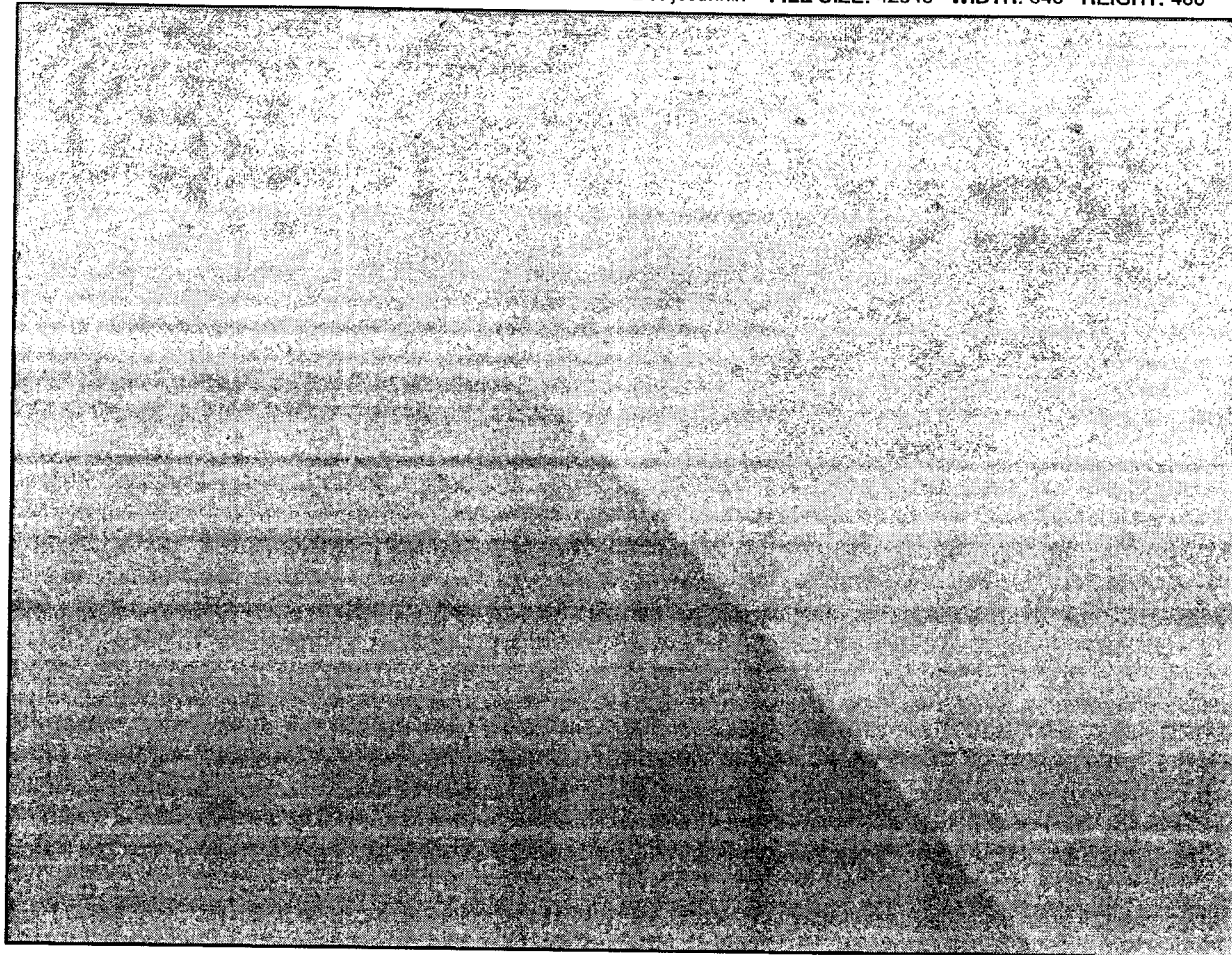
 **ST PAUL
TRAVELERS**

DESCRIPTION: Great RM IMPORTED: 11/4/2003 5:18:38 PM BY: jccunnin FILE SIZE: 70312 WIDTH: 640 HEIGHT: 480



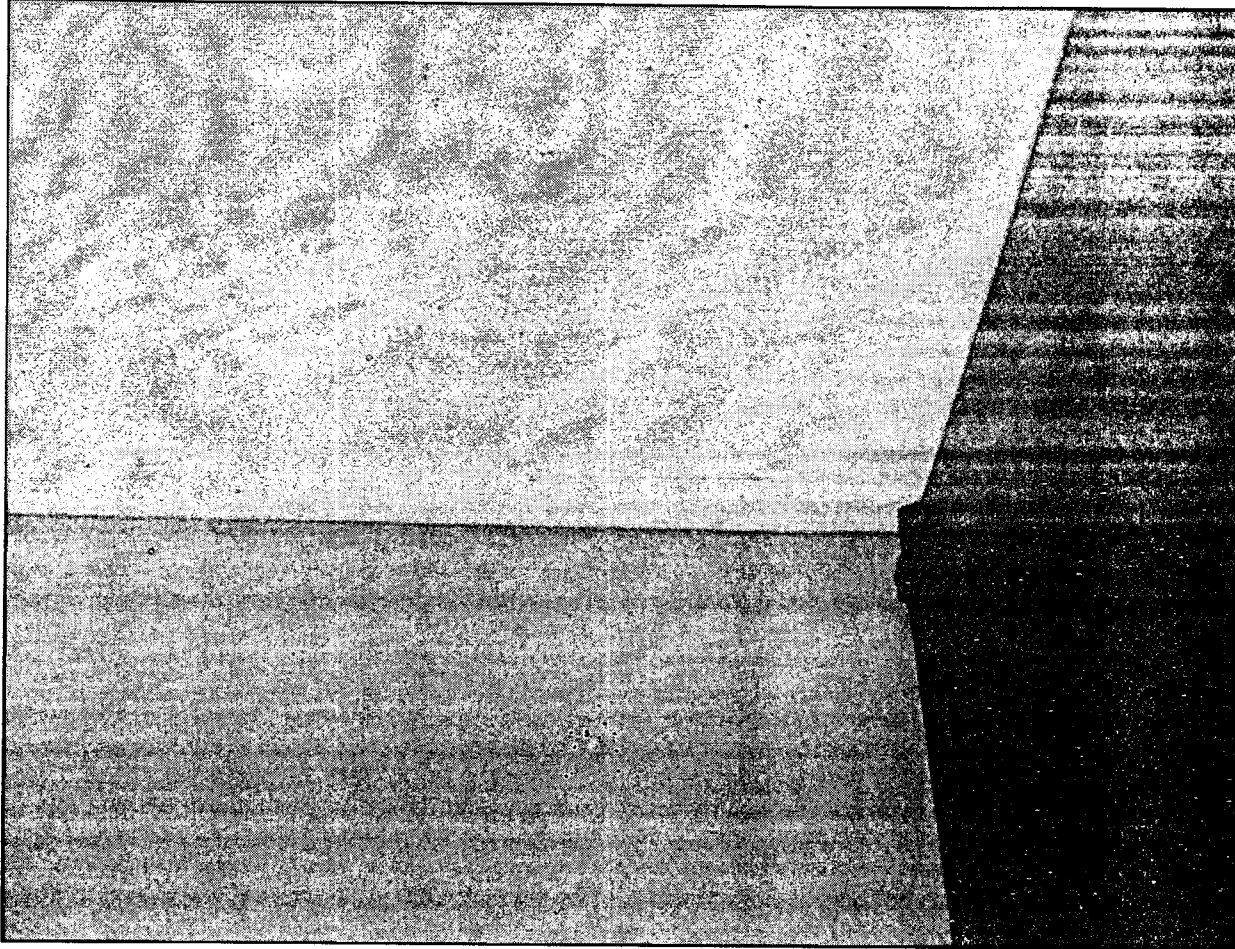
 **ST PAUL
TRAVELERS**

DESCRIPTION: Family RM IMPORTED: 11/4/2003 5:18:38 PM BY: jccunnin FILE SIZE: 42548 WIDTH: 640 HEIGHT: 480



 **ST PAUL
TRAVELERS**

DESCRIPTION: bed M IMPORTED: 11/4/2003 5:18:38 PM BY: jccunnin FILE SIZE: 54001 WIDTH: 640 HEIGHT: 480



 **ST PAUL
TRAVELERS**

DESCRIPTION: Bed M IMPORTED: 11/4/2003 5:18:33 PM BY: jccunnin FILE SIZE: 65259 WIDTH: 640 HEIGHT: 480



 **ST PAUL
TRAVELERS**

