

05-1117-CD
Dorothy Ringer et al vs. Reliable

Dorothy Ringer et al vs Reliable Constr. Et al
2005-1117-CD

Dorothy Ringer, Floyd Ringer vs. Reliable Construction, LLC, Reliable Construction Building and Remodeling Serv

District Justice Appeal

Date		Judge
08/02/2005	New Case Filed.	No Judge
	Filing: Notice of Appeal, Praecipe to enter Rule to File Complaint and Rule to File. Paid by: Bowers, S. Casey (attorney for Reliable Construction, LLC) Receipt number: 1905807 Dated: 08/02/2005 Amount: \$85.00 (Check) Copy to Atty bowers, DJ Ford and Plff.	No Judge
08/05/2005	DJ Transcript filed.	No Judge
08/23/2005	Complaint, filed by s/ Benjamin S. Blakley, III. No CC	No Judge
10/25/2005	Answer and Counterclaim, filed by s/ James A. Naddeo Esq. 1CC Atty Naddeo	No Judge
11/07/2005	Praecipe for Withdrawal of Appearance, filed. Please withdraw my appearance on behalf of Defendants in the above captioned matter, filed by s/ S. Casey Bowers Esq., and PRAECIPE FOR ENTRY OF APPEARANCE, FILED. Please enter my appearance on behalf of Defendants in the above captioned matter, filed by s/ James A. Naddeo Esq. No CC.	No Judge
11/23/2005	Plaintiff's Answer to Defendant's Counterclaim, filed by s/ Benjamin S. Blakley, III, Esquire. 1CC to Atty	No Judge
11/29/2005	Amended Certificate of Service, filed. Served a Copy of Plaintiffs' Answer to Defendant's Counterclaim in the above-captioned matter on James A. Naddeo Esq. on the 28th day of November, 2005, filed by s/ Benjamin S. Blakley III Esq. No CC.	No Judge
12/07/2005	Filing: Praecipe/List For Arbitration Paid by: Blakley, Benjamin S. III (attorney for Ringer, Dorothy) Receipt number: 1911586 Dated: 12/07/2005 Amount: \$20.00 (Check)	No Judge
	Certificate of Readiness for Arbitration, filed by s/ Benjamin S. Blakley, Esquire. No CC	No Judge
03/28/2006	Order, NOW, this 27th day of March, 2006, Ordered that the above-captioned matter is scheduled for Arbitration on Tuesday, May 16, 2006 at 1:00 p.m. in the Conference /Hearing Room No. 3. The following have been appointed as Arbitrators: Michael P. Yeager, Esquire, Chairman Blaise Ferraraccio, Esquire Courtney L. Kubista, Esquire. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 6CC C/A	Fredric Joseph Ammerman
05/16/2006	Oath or Affirmation of Arbitrators, s/Michael P. Yeager, Esq., Chairman s/Blaise Ferraraccio, Esq. s/Courtney L. Kubista, Esq. Award of Arbitrators, May 16, 2006, In favor of Plaintiff in the amount of \$3,702.54 on their complaint; and in favor of the Defendant in the amount of \$3,340.00 on its counterclaim. The net is in favor of Plaintiff in the amount of \$362.54. Arbitrators do not award court costs, magistrate fees, interest or attorney fees. s/Michael P. Yeager, Esq., Chairman s/Blaise Ferraraccio, Esq. s/Courtney L. Kubista, Esq. Entry of Award, May 17, 2006, Witness My Hand and the Seal of the Court, William A. Shaw, Prothonotary Notice of Award to Attorneys Blakley and Naddeo	No Judge
06/02/2006	Filing: Arbitration Appeal Paid by: Blakley, Benjamin S. III (attorney for Ringer, Dorothy) Receipt number: 1914106 Dated: 06/02/2006 Amount: \$300.00 (Check)	No Judge

Fax

To: Sharon

From: William A. Shaw

Fax: 342-0870

Date: July 10, 2006

Phone:

Pages: 4

Re: Judgement Report

CC:

☐ Urgent ☒ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

•Comments:

Date: 07/17/2006

Clearfield County Court of Common Pleas

User: LMILLER

Time: 02:27 PM

ROA Report

Page 2 of 2

Case: 2005-01117-CD

Current Judge: No Judge

Dorothy Ringer, Floyd Ringer vs. Reliable Construction, LLC, Reliable Construction Building and Remodeling Serv

District Justice Appeal

Date		Judge
06/02/2006	Notice of Appeal, Plaintiffs appeal from the Award of the arbitrators dated May 16, 2006. Filed by s/ Benjamin S. Blakley, III, Esquire. 1CC Atty. Blakley	No Judge

Date: 07/10/2006

Clearfield County Court of Common Pleas

User: LMILLER

Time: 08:50 AM

Civil Disposition Report

Page 1 of 3

CT COMMON PLEAS,

All Case Types

From 07/03/2006 to 07/07/2006

All Judgment Types

Case	Parties	Filing date	Judgment	Disposition	Disposition Date
2002-00534-CD	Bell, Lorie A. Defendant First Union National Bank Plaintiff Pennsylvania Housing Fina Plaintiff Towne and Country Mortga Plaintiff	07/05/2006	Default Judgment In favor of:Plaintiff Judgment amount or comment:	Satisfied	07/05/2006
2004-00453-CD	Phair, Lynn Defendant Wholaver's Construction Plaintiff	07/06/2006	Default Judgment In favor of:Plaintiff Judgment amount or comment:	Satisfied	07/06/2006
2004-01923-CD	Clearfield County Plaintiff Commonwealth of Pennsylv Plaintiff Sun Surety Insurance Comp Defendant	07/06/2006	Complaint/Confession In favor of:Plaintiff Judgment amount or comment:	Satisfied	07/06/2006
2004-01924-CD	Clearfield County Plaintiff Commonwealth of Pennsylv Plaintiff Sun Surety Insurance Comp Defendant	07/06/2006	Complaint/Confession In favor of:Plaintiff Judgment amount or comment:	Satisfied	07/06/2006
2005-01268-CD	Commonwealth of Pennsylv Plaintiff Ogden, Trent T. Defendant	07/03/2006	Commonwealth Lien In favor of:Plaintiff Judgment amount or comment:	Satisfied	07/03/2006
2005-02021-CD	National City Mortgage Co Plaintiff Schucker, James P. Defendant	07/03/2006	Default Judgment In favor of:Plaintiff Judgment amount or comment: \$95,994.55	Open	07/03/2006
2005-02021-CD	National City Mortgage Co Plaintiff Schucker, James P. Defendant	07/03/2006	Default Judgment In favor of:Plaintiff Judgment amount or comment: \$95,994.55	Open	07/03/2006
2006-00186-CD	FNB Consumer Discount Co Plaintiff Frantz, Cindy L. Defendant Frantz, James R. Defendant	07/03/2006	Default Judgment In favor of:Plaintiff Judgment amount or comment: \$14,607.58	Open	07/03/2006

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

DOROTHY RINGER and
FLOYD RINGER,
Plaintiffs

vs.

RELIABLE CONSTRUCTION, LLC,
Defendant

No. 05-1117-CD

Type of Pleading:

NOTICE OF APPEAL

Filed on Behalf of:

~~PLAINTIFF~~ Defendant

Counsel of Record for
This Party:

S. Casey Bowers Esq.
Supreme Court No. 89032
Hanak, Guido and Taladay
498 Jeffers Street
PO Box 487
DuBois, PA 15801

814-371-7768

Date: _____

FILED Atty pd. 85.00
019:116/321 copy to: Atty Bowers
AUG 02 2005 DJ Ford
Wm
Piff
William A. Shaw
Prothonotary/Clerk of Courts

COURT OF COMMON PLEAS

of Clearfield Co., Pa.
JUDICIAL DISTRICT46th

FROM


DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No.

05-1117-CD

NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

NAME OF APPELLANT Reliable Construction LLC		MAG. DIST. NO. OR NAME OF D.J. 46-3-01	
ADDRESS OF APPELLANT 153 Treasure Lake		CITY DuBois	STATE PA
		ZIP CODE 15801	
DATE OF JUDGMENT 7/25/05	IN THE CASE OF (Plaintiff) Dorothy Ringer and Floyd Ringer vs Reliable Construction LLC (Defendant)		
CLAIM NO. CV 275-05 LT	SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT 		

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

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

Signature of Prothonotary or Deputy

If appellant was CLAIMANT (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

PRAECIPE: To Prothonotary

Enter rule upon Dorothy Ringer and Floyd Ringer, appellee(s), to file a complaint in this appeal
Name of appellee(s)

(Common Pleas No. 05-1117-CD) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Signature of appellant or his attorney or agent

RULE: To Dorothy Ringer and Floyd Ringer, appellee(s).
Name of appellee(s)

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of mailing.

Date: August 2, 2005.

Signature of Prothonotary or Deputy

PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing the notice of appeal. Check applicable boxes)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____; SS

AFFIDAVIT: I hereby swear or affirm that I served

- ☐ a copy of the Notice of Appeal, Common Pleas No. _____, upon the District Justice designated therein on
(date of service) _____, ☐ by personal service ☐ by (certified) (registered) mail, sender's
receipt attached hereto, and upon the appellee, (name) _____, on
_____, ☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto.
- ☐ and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom
the Rule was addressed on _____, ☐ by personal service ☐ by (certified) (registered)
mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS _____ DAY OF _____,

Signature of affiant

Signature of official before whom affidavit was made

Title of official

My commission expires on _____

COURT OF COMMON PLEAS

of Clearfield Co., Pa.
JUDICIAL DISTRICT46th

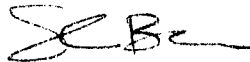
FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. 05-1117-CD

NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

NAME OF APPELLANT Reliable Construction LLC		MAG. DIST. NO. OR NAME OF D.J. 46-3-01	
ADDRESS OF APPELLANT 153 Treasure Lake	CITY DuBois	STATE PA	ZIP CODE 15801
DATE OF JUDGMENT 7/25/05	IN THE CASE OF (Plaintiff) Dorothy Ringer and Floyd Ringer vs. Reliable Construction LLC (Defendant)		
CLAIM NO. CV 275-05 LT	SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT 		

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

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

Signature of Prothonotary or Deputy

If appellant was CLAIMANT (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

PRAECIPE: To Prothonotary

Enter rule upon Dorothy Ringer and Floyd Ringer, appellee(s), to file a complaint in this appeal
Name of appellee(s)

(Common Pleas No. 05-1117-CD) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Signature of appellant or his attorney or agent

RULE: To Dorothy Ringer and Floyd Ringer, appellee(s).
Name of appellee(s)

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of mailing.

Date: August 2, 2005.

Signature of Prothonotary or Deputy

PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

(This proof of service **MUST BE FILED WITHIN TEN (10) DAYS AFTER** filing the notice of appeal. Check applicable boxes)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____; SS

AFFIDAVIT: I hereby swear or affirm that I served

- ☐ a copy of the Notice of Appeal, Common Pleas No. _____, upon the District Justice designated therein on
(date of service) _____, ☐ by personal service ☐ by (certified) (registered) mail, sender's
receipt attached hereto, and upon the appellee, (name) _____, on
_____, ☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto.
- ☐ and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom
the Rule was addressed on _____, _____, ☐ by personal service ☐ by (certified) (registered)
mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS _____ DAY OF _____, _____

Signature of affiant

Signature of official before whom affidavit was made

Title of official

My commission expires on _____

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

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

ATTORNEY DEF PRIVATE :

STEPHEN C. BOWERS
498 JEFFERS STREET
PO BOX 487
DUBOIS, PA 15801

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF: **RINGER, DOROTHY M, ET AL.**
171 TREASURE LAKE
DUBOIS, PA 15801

VS.
DEFENDANT: **RELIABLE CONSTRUCTION LLC**
153 TREASURE LAKE
RELIABLE CONSTRUCTION
DUBOIS, PA 15801

Docket No.: **CV-0000275-05**
Date Filed: **6/17/05**



THIS IS TO NOTIFY YOU THAT:

Judgment:

DEFAULT JUDGMENT PLTF

☒ Judgment was entered for: (Name) **RINGER, DOROTHY M, ET AL.**

☒ Judgment was entered against: (Name) **RELIABLE CONSTRUCTION LLC**

in the amount of \$ **4,823.04** on: (Date of Judgment) **7/25/05**

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

☐ Damages will be assessed on:

☐ This case dismissed without prejudice.

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

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

Amount of Judgment	\$ 4,702.54
Judgment Costs	\$ 120.50
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 4,823.04

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

Certified Judgment Total \$ _____

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

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

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

7-25-05 Date **Patrick N. Ford - pnf**, Magisterial District Judge

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

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

SEAL

Rec'd 7/26/05

Mag. Dist. No.: **46-3-01**

MDJ Name: Hon. **PATRICK N. FORD**

Address: **309 MAPLE AVENUE
PO BOX 452
DUBOIS, PA**

Telephone: **(814) 371-5321 15801**

**PATRICK N. FORD
309 MAPLE AVENUE
PO BOX 452
DUBOIS, PA 15801**

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF: NAME and ADDRESS
**RINGER, DOROTHY M, ET AL.
171 TREASURE LAKE
DUBOIS, PA 15801**

VS.
DEFENDANT: NAME and ADDRESS
**RELIABLE CONSTRUCTION LLC
153 TREASURE LAKE
RELIABLE CONSTRUCTION
DUBOIS, PA 15801**

Docket No.: **CV-0000275-05**
Date Filed: **6/17/05**



2005-1117-CD

THIS IS TO NOTIFY YOU THAT:

Judgment:

DEFAULT JUDGMENT PLTF

☒ Judgment was entered for: (Name) **RINGER, DOROTHY M, ET AL.**

☒ Judgment was entered against: (Name) **RELIABLE CONSTRUCTION LLC**

in the amount of \$ **4,823.04** on: (Date of Judgment) **7/25/05**

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

☐ Damages will be assessed on: _____

☐ This case dismissed without prejudice.

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

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

FILED

AUG 05 2005

**William A. Shaw
Prothonotary**

Amount of Judgment	\$ 4,702.54
Judgment Costs	\$ 120.50
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 4,823.04
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
Certified Judgment Total	\$ _____

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

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

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

7-25-05 Date **Patrick N. Ford-rwf**, Magisterial District Judge

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

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

SEAL

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

CIVIL COMPLAINT

Mag. Dist. No.: 46-3-01

DJ Name:

PATRICK N. FORD
109 North Brady Street
P O Box 452
DuBois PA 15801

Telephone: (814) 371-5321

PLAINTIFF:

NAME and ADDRESS

FLOYD WILBER RINGER and DOROTHY M. RINGER
171 Treasure Lake
DuBois PA 15801

vs.

DEFENDANT:

NAME and ADDRESS

RELIABLE CONSTRUCTION BUILDING AND
REMODELING SERVICES, LLC, t/d/b/a RELIABLE
CONSTRUCTION
153 Treasure Lake
DuBois PA 15801

AMOUNT	DATE PAID
FILING COSTS \$ 120.50	6/17/05
SERVING COSTS \$	/ /
TOTAL \$	/ /

Docket No.: CV-27505
Date Filed: 6-17-05



TO THE DEFENDANT: The above named plaintiff(s) asks judgment against you for \$ 4,702.54 together with costs upon the following claim (Civil fines must include citation of the statute or ordinance violated):

Amount represents overcharges by the Defendant under contract between Plaintiff and Defendant dated May 21, 2004, for remodeling of a kitchen at Plaintiffs' residence, along with charges for replacement of kitchen sink drain line improperly installed by the Defendant and for electrical work improperly performed by the Defendant, along with attorney's fees incurred by the Plaintiffs in the bringing of this action.

I, **FLOYD WILBER RINGER and DOROTHY M. RINGER**, verify that the facts set forth in this complaint are true and correct to the best of my knowledge, information, and belief. This statement is made subject to the penalties of Section 4904 of the Crimes Code (18 PA. C.S. § 4904) related to unsworn falsification to authorities.

Floyd Wilber Ringer
Dorothy M. Ringer

(Signature of Plaintiff or Authorized Agent)

Plaintiff's

Attorney: Benjamin S. Blakley, III

Address: 90 Beaver Drive, Box 6

Telephone: (814) 371-2730

DuBois PA 15801

IF YOU INTEND TO ENTER A DEFENSE TO THIS COMPLAINT, NOTIFY THIS OFFICE IMMEDIATELY AT THE ABOVE TELEPHONE NUMBER. YOU MUST APPEAR AT THE HEARING AND PRESENT YOUR DEFENSE. UNLESS YOU DO, JUDGMENT WILL BE ENTERED AGAINST YOU BY DEFAULT.

If you have a claim against the plaintiff which is within district justice jurisdiction and which you intend to assert at the hearing, you must file it on a complaint form at this office at least five (5) days before the date set for the hearing. If you have a claim against the plaintiff which is not within district justice jurisdiction, you may request information from this office as to the procedures you may follow. If you are disabled and require assistance, please contact the Magisterial District office at the address above.

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

DOROTHY RINGER and FLOYD RINGER,	)	NO. 05-1117-C.D.
)	
Plaintiffs,	)	Type of Pleading:
	)	COMPLAINT
)	
v.	)	Filed on Behalf of: PLAINTIFFS
)	
RELIABLE CONSTRUCTION	)	Counsel of Record:
BUILDING AND REMODELING	)	BENJAMIN S. BLAKLEY, III
SERVICES, LLC, t/d/b/a)	
RELIABLE CONSTRUCTION,	)	Supreme Court No. 26331
)	
Defendant.	)	BLAKLEY & JONES
	)	90 Beaver Drive, Box 6
	)	DuBois, PA 15801
	)	(814) 371-2730

FILED *no cc*
m/11-09/20
AUG 23 2005 *GN*

William A. Shaw
Prothonotary/Clerk of Courts

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

DOROTHY RINGER and FLOYD	)	NO. 05-1117-C.D.
RINGER,)	
Plaintiffs,)	
v.)	
)	
RELIABLE CONSTRUCTION)	
BUILDING AND REMODELING)	
SERVICES, LLC, t/d/b/a RELIABLE)	
CONSTRUCTION,)	
)	
Defendant.)	

NOTICE TO DEFEND

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint is 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 an order may be entered against you by the Court without further notice for any money claimed in the Complaint requested by 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.

David S. Meholic,
Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
(814) 765-2641

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

DOROTHY RINGER and FLOYD RINGER,	)	NO. 05-1117-C.D.
Plaintiffs,)	
v.)	
)	
RELIABLE CONSTRUCTION BUILDING AND REMODELING SERVICES, LLC, t/d/b/a)	
RELIABLE CONSTRUCTION,)	
Defendant.)	

COMPLAINT

AND NOW come Plaintiffs, **DOROTHY RINGER and FLOYD RINGER**, by and through their undersigned attorneys, **BLAKLEY & JONES**, and files the following Complaint against the Defendant, **RELIABLE CONSTRUCTION BUILDING AND REMODELING SERVICES, LLC, t/d/b/a RELIABLE CONSTRUCTION**, of which the following is a statement:

1. Plaintiffs are **DOROTHY RINGER and FLOYD RINGER**, husband and wife, adult individuals, residing at 171 Treasure Lake, DuBois, Clearfield County, Pennsylvania, 15801.

2. **RELIABLE CONSTRUCTION BUILDING AND REMODELING SERVICES, LLC, t/d/b/a RELIABLE CONSTRUCTION**, is a limited liability corporation with its registered place of business in Pennsylvania being at 153 Treasure Lake, DuBois, Clearfield County, Pennsylvania.

3. At all times material hereto, Plaintiffs were the owners of residential real property located at 171 Treasure Lake, DuBois, Clearfield County, Pennsylvania.

4. At all times material hereto, Defendant was engaged in the business of residential building and remodeling in the DuBois, Clearfield County, Pennsylvania, area.

5. By contract dated May 21, 2004, the Plaintiffs did contract with Defendant to perform remodeling to the kitchen of the residence of the Plaintiffs, said remodeling to consist of, *inter alia*, the removal of the existing kitchen countertops, walls between the kitchen and dining room, the installation of cherry kitchen cabinets, granite countertops, a bulkhead with recessed lighting and the removal of a back door and the installation of a new door with a screen door, the design of which was provided by the Defendants, for the price of \$28,810.00. A copy of said contract and acceptance thereof is attached hereto and marked Plaintiffs' Exhibit A.

6. In designing the kitchen to be installed by the Defendant in the real property of the Plaintiffs, the Defendants determined that a new beam would have to be installed in the ceiling of the kitchen in order to provide proper support, for which the Plaintiffs were to be charged \$900.00 for the said beam and \$2,000.00 for the installation of the same. Further, the design created by the Defendants called for the installation of new cabinets to fit into the spaces which existed in the Plaintiffs' kitchen area.

7. The Defendant commenced work at the residence of the Plaintiffs on or about June 7, 2004.

8. Shortly after the Defendant commenced construction at the Plaintiffs' residence, the Defendant determined that the installation of the beam contemplated by the Defendant would not be needed.

9. During the Defendant's construction in the home of the Plaintiffs, it was determined that the Defendant had erred in the design of the placement of a 15" cabinet and that the placement of the cabinet as per the design of the Defendant would have placed the Plaintiffs' refrigerator in front of the back door, thereby requiring the said door to be moved from its original location in order to fit the design of the Defendant.

10. During the Defendant's construction in the home of the Plaintiffs, it was further discovered that, because of the replacement of the door in a new location, a china cabinet contemplated to be placed in the kitchen by the Plaintiffs would no longer fit in its desired location as had been contemplated by the Plaintiffs.

11. The Defendant concluded its construction in the home of the Plaintiffs during the latter part of June, 2004, without installing a kitchen door as had been contemplated by the parties when entering into the May 21, 2004, contract.

12. At the time of the completion of its work at the home of the Plaintiffs, the Plaintiffs had paid to the Defendant \$26,810.00 in advanced payments toward the contract price.

COUNT I - BREACH OF CONTRACT

13. The Plaintiffs hereby incorporate by reference Paragraphs 1 through 12 of this Complaint as if the same were fully set forth herein.

14. During the course of the performance of its contractual obligations under the contract dated May 21, 2004, between the Plaintiffs and Defendant, the Defendant did fail to perform its work in a good and workmanlike manner in that:

- a. the Defendant failed to install the kitchen door as had been contemplated by the parties' contract of May 21, 2004;
- b. the Defendant did improperly install a kitchen sink and the plumbing attached thereto, causing leakage around the plumbing and causing warping to the cabinet to which the kitchen sink was installed;
- c. the Defendant failed to install the electric wiring in the remodeled kitchen pursuant to the National Electrical Code, which will require the Plaintiffs to incur costs to bring the electrical wiring into Code compliance;
- d. the Defendant failed to properly design the proposed kitchen, and as such, did incorporate into its flawed design a beam which was not installed by the Defendant, yet was billed by the Defendant to the Plaintiffs;

15. The failure of the Defendant to perform its services in a good and workmanlike manner was a breach of the contract dated May 21, 2004, between the Plaintiffs and Defendant, with the same resulting in significant loss and damage to the Plaintiffs and exposing the Plaintiffs to additional costs in order to remedy the defects in the Defendant's workmanship, said damages consisting of the following:

- a. the installation of a kitchen sink drain line and other plumbing repairs, for which the Plaintiffs have incurred costs of \$225.00. The invoice of Gary & Sons, Inc., is attached hereto and marked Plaintiffs' Exhibit B;
- b. the repair and replacement of the electrical system within the Plaintiffs' kitchen in order to bring the electrical wiring into compliance with the National Electrical Code, for which the Plaintiffs will incur costs of \$1,260.60. The estimate of D & D Electric of DuBois, Pennsylvania, is attached hereto and marked Plaintiffs' Exhibit C;
- c. the repair of damaged cabinets caused by the faulty plumbing work of the Defendant, for which the Plaintiffs have incurred costs of \$316.94. A copy of the invoice of Your Building Centers, Inc., is attached hereto and marked as Plaintiffs' Exhibit D;

16. As the result of Defendant's failure to install a kitchen door and a laminate beam in the Plaintiffs' home, the Plaintiffs have been overcharged the sum of \$1,900.00, representing \$1,000.00 for the uninstalled kitchen door and \$900.00 in labor for the installation of the beam contemplated under the parties' contract dated May 21, 2004.

17. The Plaintiffs brought an action against the Defendant for the aforesaid damages before Magistrate Patrick N. Ford, for which they incurred costs of \$120.50.

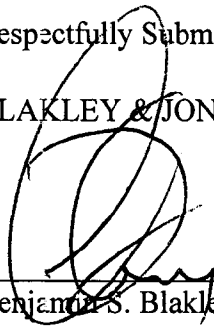
18. In their contract of May 21, 2004, the parties did agree that if any action in law or in equity was brought to interpret the provisions of the parties' agreement, the prevailing party would be entitled to reasonable attorney's fees.

19. The Plaintiffs have retained the services of Blakley & Jones to represent them in this matter and have agreed to pay the said Blakley & Jones the sum of \$1,500.00 for the bringing of this action.

WHEREFORE, Plaintiffs respectfully request that this Honorable Court award damages in favor of the Plaintiffs and against the Defendant in the amount of \$5,323.04, plus interest and costs of suit.

Respectfully Submitted,

BLAKLEY & JONES



Benjamin S. Blakley, III
Attorney for Plaintiffs

VERIFICATION

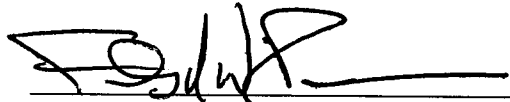
We, **DOROTHY RINGER** and **FLOYD RINGER**, hereby state that we are the Plaintiffs in this action and verify that the statements made in the foregoing Complaint are true and correct to the best of my knowledge, information, and belief. We understand that the statements therein are made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

Dated: 8/16/05



DOROTHY RINGER

Dated: 8/16/05



FLOYD RINGER

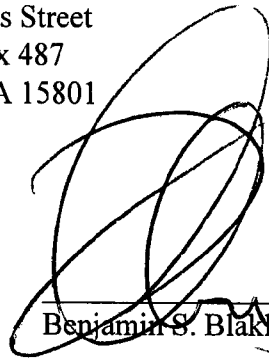
CERTIFICATE OF SERVICE

This will certify that on the date shown below, the undersigned served a copy of
Plaintiffs' Complaint in the above-captioned matter on the following parties at the addresses
shown below by first-class U.S. Mail:

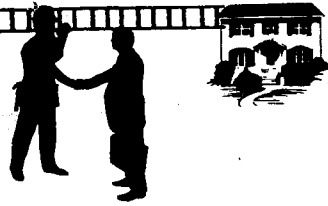
S. Casey Bowers
Hanak, Guido and Taladay
498 Jeffers Street
P O Box 487
DuBois PA 15801

Dated: _____

8/22/05



Benjamin S. Blakley, III



Reliable Construction
Building and Remodeling Services, LLC.
 153 Treasure Lake
 DuBois, PA 15801
 814-371-7010

1269

PROPOSAL SUBMITTED TO ("OWNER") <i>Dot & Bill Ringer</i>		PHONE <i>371-9244</i>	DATE <i>5/24/04</i>
STREET <i>171 T.C.</i>		JOB NUMBER <i>Ringer - 001</i>	
CITY, STATE and ZIP CODE <i>DuBois Pa 15801</i>		JOB LOCATION <i>T.C.</i>	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

- 1) Remove existing kitchen countertops walls between kitchen diningroom
- 2) Install new upper kitchen cabinets as design
- 3) Install granite countertops
- 4) Install bulkhead with recessed lights
- 5) Remove back door install new door

15,000 down *labor 8000, kitchen*
1624 *tile & 650*
lean 950 *labor 2,000*
door screen 1000
cabin 9260 (cherry cabinet)
countertop 3,000 (granite)

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Twenty Eight thousand eight hundred and twenty dollars (\$ *28,810.00*).

Payment to be made as follows:

15% down 25% upon half completion 25% upon completion

All materials guaranteed to be as specified, all work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over or above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully insured. If any action at law or in equity is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief that may be available. If any payment due under the terms of this agreement is not paid within ten (10) days as specified above, Reliable Construction Builders and Remodelers, LLC, reserves the right to assess late fees to the Owner in the amount of 1.5% of the amount due per month.

Authorized Signature

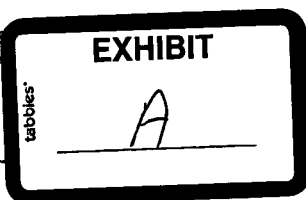
Joseph M. Cordus

Note: This proposal may be withdrawn by us if not accepted within _____ 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 of Acceptance

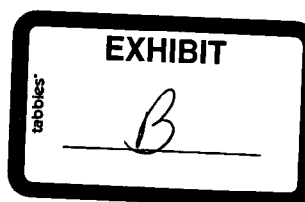
5/24/04



GARY'S, INC.
RD 1 Box 223
FALLS CREEK, PENNSYLVANIA 15840
(814) 371-4885
FAX (814) 371-7810
www.garysinc.com

SOLD BY STEVE		DATE 04/19/05	
NAME DOT RINGER			
ADDRESS 111 W. Main St.		PHONE 508 741	
CITY WILMINGTON			
<input type="checkbox"/> CASH <input type="checkbox"/> CHARGE <input type="checkbox"/> MERCHANDISE RETURNED <input type="checkbox"/> C.O.D. <input type="checkbox"/> PAID OUT <input type="checkbox"/> PAID ON ACCOUNT			
QTY.	DESCRIPTION	PRICE	AMOUNT
1	Installed K.T. sink		
2	drain line through floor		
3	and reconnected in basement		
4	to give drain proper		
5	pitch		
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
RECEIVED BY		TOTAL 225.00	

40792



THANK YOU

Computer & Communications Cabling
Electrical Construction
Home Automation



Telephone, Paging & Sound Systems
Panel Design & Fabrication
Control Wiring

P.O. BOX 764 • DUBOIS, PA 15801 • 814-375-0511 TEL • 814-375-1006 FAX

Invoice

Page 1 of 1

RINGER, DOT
171 TREASURE LAKE
DUBOIS, PA 15801

Invoice#: 200410208
Invoice Date: 06/03/2005
Due Date: 06/13/2005
PO#: VERBAL
Customer ID: RINGERDOT

Job: MISC. REPAIRS TO KITCHEN, VENT
Job#: 200505032

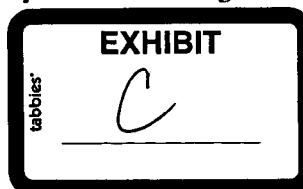
Work Performed:
REPAIR VIOLATIONS FOUND IN KITCHEN WIRING.
COMPLETE VENT INSTALLATION.

Item	Description	Qty	Price	Total
T100	POLYTRACK PLASTIC DUCT	8.00	1.55 E	12.40
T101	20 AMP GFCI RECEPT	1.00	12.10 E	12.10
T102	OLD WORK, BEVEL BOX	1.00	2.27 E	2.27
T103	INTERIOR BOX DIVIDER - PLASTIC	1.00	0.73 E	0.73
T104	HANDY BOX EXTENSION RING	1.00	1.89 E	1.89
T105	4 X 4 EXTENSION RING	1.00	2.39 E	2.39
T106	HANDY BOX BLANK COVER	1.00	0.56 E	0.56
T107	3/4" STANDOFF CLAMP	3.00	1.34 E	4.02
T108	12/2 NM WIRE	235.00	0.15 E	35.25
T109	20 AMP GROUNDED DUPLEX	2.00	2.08 E	4.16
T110	CS20I SINGLE POLE SWITCH	1.00	2.60 E	2.60
T111	4 X 4 X 2-1/8" BOX	1.00	2.39 E	2.39
T112	12/2 MC CABLE	8.00	0.23 E	1.84
T113	6/3 MC CABLE	8.00	2.28 E	18.24
T114	VENT FLAPPER COVER	1.00	5.96 E	5.96
7400	Misc. Material	1.00	6.30 E	6.30
Material :				113.10
L100	Electrician - 1	38.25	30.00 H	1,147.50
Labor :				1,147.50
Total Due				\$1,260.60

Terms: Net Due 10 Days

A service charge of 2% per month is charged on all past due amounts.

• RESIDENTIAL



INDUSTRIAL •

Computer & Communications Cabling
Electrical Construction
Home Automation



Telephone, Paging & Sound Systems
Panel Design & Fabrication
Control Wiring

P.O. BOX 764 • DUBOIS, PA 15801 • 814-375-0511 TEL • 814-375-1006 FAX

January 17, 2005

**Re: Violations noted in Kitchen Wiring
2002 National Electrical Code**

(* references indicate particular section(s) of 2002 NEC)

- 1.) Under cabinet lighting has exposed conductors
*411.4
- 2.) Kitchen Island needs Receptacle; Stove feeder is subject to physical damage
*210
*210.52 (3) (c) (2)
- 3.) Kitchen Countertop, right side is not GFCI protected
*210
*210.8 (A) (6)
- 4.) Countertop receptacles have too much insulation in boxes
*110
- 5.) Boxes under counter missing connectors, etc.
*314
*314.17
*314.29
- 6.) Dishwasher and Garbage Disposal on same circuit; Refrigerator on same circuit
with countertop receptacle
*210.52
*422
- 7.) Boxes under counter have both line and low voltage in same box
*725
*725.55



ALTOONA	814-944-9436	LOCK HAVEN	570-748-6750
BEDFORD	814-623-8167	MILTON	570-742-9681
BLOOMSBURG	570-784-4445	MUNCY	570-546-3108
DUBOIS	814-371-2880	PHILIPSBURG	814-342-4670
EVERETT	814-652-2145	STATE COLLEGE	814-238-4971
HUNTINGDON	814-643-2120	SUNBURY	570-286-4538
LEWISTOWN	717-248-0121	WILLIAMSPORT	570-326-4151

www.ybconline.com

SALESMAN	DEL. DATE
CHECK BY	DELIVER BY

SOLD TO	CASH

SHIP TO	RINGER, DOT

ACCT. NO.	PROJECT
CASH	000
INV. NO.	050123533088
INV. DATE	DEL. DATE
01/24/05	03/11/05
13:57:05	
SOLD BY	MISSY F
CUST. P.O. NO.	

QUOTE***QUOTE*****QUOTE**
 ** EXPIRATION DATE - 03/11/05 **
 QUOTE***QUOTE*****QUOTE**

* QUOTE *
 SLSP:K1300 CSHR:K1300
 [IND1] 1300-112 PAGE 1

SHIP.	ITEM NO.	QTY. ORD.	UM	DESCRIPTION	QTY. SHIP.	UNIT PRICE	PER	NET AMT.
	9930110	1	EACH	QUOTE 10: RINGER ARISTOCRAFT MANCHESTER COGNAC SB36	1	299.000	EACH	299.00

METHOD OF PAYMENT	RECEIVED IN GOOD CONDITION	PEN 6.000%	SUBTOTAL	299.00
			SALES TAX	17.94

CUSTOMER SIGNATURE

PLEASE PAY THIS AMOUNT

316.94

E.I.N. 25-1614595
 REMIT ALL PAYMENTS TO:
 Your Building Centers Inc.
 P.O. Box 1230
 Altoona, Pa. 16603

A FINANCE CHARGE OF 2%, WHICH IS AN ANNUAL PERCENTAGE RATE OF 24%, WILL BE CHARGED ON ITEMS 30 DAYS OR MORE PAST DUE.
 All claims and returned goods MUST be accompanied by this bill, and may be subject to a 20% return charge. NO MATERIAL MAY BE RETURNED AFTER 30 DAYS. SPECIAL ORDERS ARE NOT RETURNABLE. All SPECIAL ORDER material remaining at YBC after 30 days of receipt of product will be charged to customer's account. Conditions of sale on reverse side.

CUSTOMER COPY



210299

MILACOMP, INC. (814) 674-3000

FILED
OCT 25 2005
11:34 AM
JF
Walter A. Shaw
Prothonotary Clerk of Courts

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

DOROTHY RINGER and
FLOYD RINGER

Plaintiffs,

v.

RELIABLE CONSTRUCTION
BUILDING AND REMODELING
SERVICES, LLC, t/d/b/a
RELIABLE CONSTRUCTION,

Defendants.

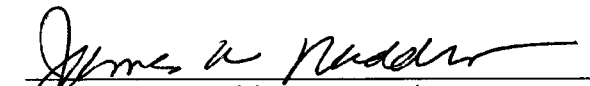
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No. 05-1117-CD

NOTICE TO PLEAD

TO THE PLAINTIFF:

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


James A. Naddeo, Esquire
Attorney for Defendant

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

DOROTHY RINGER and	*	
FLOYD RINGER	*	
Plaintiffs,	*	
	*	
v.	*	No. 05-1117-CD
	*	
RELIABLE CONSTRUCTION	*	
BUILDING AND REMODELING	*	
SERVICES, LLC, t/d/b/a	*	
RELIABLE CONSTRUCTION,	*	
Defendants.	*	

ANSWER TO COMPLAINT AND COUNTERCLAIM

NOW COMES the Defendant, Reliable Construction Building and Remodeling Services, LLC, t/d/b/a Reliable Construction, and by its attorney, James A. Naddeo, Esquire, sets forth the following:

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.
5. Admitted.

6. Denied and on the contrary it is alleged that prior to preparing the Proposal attached to Plaintiffs' Complaint as Exhibit "A", Defendant determined that it would not be necessary to install a new beam in Plaintiffs' kitchen. In further answer thereto, it is denied that the new cabinets to be installed by Defendant were intended to fit into the space that

existed in Plaintiffs' kitchen area but to the contrary it was contemplated that certain modifications to the kitchen area would be required.

7. Admitted.

8. Denied and in answer thereto Defendant incorporates its answer to Paragraph 6 of Plaintiffs' Complaint by reference and makes it a part hereof.

9. Denied and on the contrary it is alleged that Defendant designed the kitchen in such a manner that it would be necessary to relocate the door of Plaintiffs' residence which modification was included in the price of Defendant's Proposal.

10. Denied in that after reasonable investigation the Defendant is unable to determine Plaintiffs' contemplated state of mind and strict proof thereof is demanded to the extent relevant.

11. Admitted as stated but in further answer thereto it is alleged that said door was not installed for the reason that Plaintiff's elected to use the existing door.

12. Admitted.

COUNT I - BREACH OF CONTRACT

13. Defendant incorporates its answers to Paragraphs 1 through 12 of this Complaint by reference and makes them a part hereof.

14. Denied and on the contrary it is alleged that Defendant performed all work in a good and workmanlike manner and more specifically answers as follows:

a. Admitted but in further answer thereto Defendant incorporates its Counterclaim hereinafter set forth by reference.

b. Denied in that after reasonable investigation Defendant is without knowledge or information sufficient to form a belief as to the truth of said averment.

c. It is admitted that some of the wiring installed by Defendant may not have been in accordance with the National Electrical Code. It is denied, however, that said wiring was not performed in a good and workmanlike manner or that said wiring was dangerous.

d. Denied and on the contrary it is alleged that Defendant at no time designed Plaintiffs' kitchen to include the installation of a beam.

15. States a conclusion of law to which no answer is required. To the extent that an answer may be required, it is denied that Plaintiffs have been damaged or that Defendant's workmanship was deficient.

a. Denied in that after reasonable investigation Defendant is without knowledge or information sufficient to form a belief as to the truth of said averment.

b. Denied in that after reasonable investigation Defendant is without knowledge or information sufficient to form a belief as to the truth of said averment.

c. Denied in that after reasonable investigation Defendant is without knowledge or information sufficient to form a belief as to the truth of said averment.

16. Denied and on the contrary it is alleged that Defendant's Proposal does not include a charge for the installation of a laminate beam.

17. Admitted.

18. No answer required in that the Proposal speaks for itself.

19. Denied in that after reasonable investigation the Defendant it without knowledge or information sufficient to form a belief as to the trust of said averment.

WHEREFORE, Defendant respectfully requests that Plaintiff's Complaint be dismissed.

COUNTERCLAIM

20. That on or about May 21, 2004 Defendant prepared a Proposal to remodel Plaintiffs' kitchen, a copy of which Proposal is attached to Plaintiffs' Complaint as Exhibit "A".

21. That on or about the said date, Plaintiffs accepted Defendant's Proposal without modification.

22. That Defendant commenced construction of the work to be performed at the insistence of Plaintiffs on or about June 7, 2004.

23. That during the course of construction at the express request and insistence of the Plaintiffs, Defendant performed extra work which was not identified in the Proposal dated May 21, 2004 nor contemplated by said Proposal in the following particulars:

a. Remove existing drywall on entire kitchen area, drywall, tape, finish and paint.

b. Purchase and install undercounter lights.

c. Install garbage disposal including wiring switch and additional plumbing due to its size.

d. Move ceiling light fixtures, patch, texture, wire and install new light.

e. Install new drywall where walls were removed, install joint compound three coats, texture.

f. Paint walls over new drywall that was replaced two coats.

g. Remove three walls, remove electrical, haul away trash.

h. Remove existing back door, remove 2 x 4's reframe install new header, install sheeting, install existing back door into new location (relocating door for second time).

24. That the reasonable value of the additional work performed by Defendant was Two Thousand Five Hundred Sixty Five (\$2,565.00) Dollars.

25. That upon completion of the work defined by the Proposal dated May 21, 2004 as well as the extra work described in Paragraph 23 hereof which is incorporated herein by reference, Plaintiffs paid to the Defendant the sum of Twenty-Six Thousand Eight Hundred Ten (\$26,810.00) Dollars toward the price quoted in Defendant's Proposal of Twenty Eight Thousand Eight Hundred Ten (\$28,810.00) Dollars leaving a balance due upon said contract in the amount of Two Thousand (\$2,000.00) Dollars.

26. That Defendant completed all work including extras on or about June 26, 2004.

27. That Plaintiffs have failed to pay to Defendant the balance due upon the proposal dated May 21, 2004 and has likewise failed to pay to Defendant the amount due for extra work in the

amount of Two Thousand Five Hundred Sixty Five (\$2,565.00) Dollars.

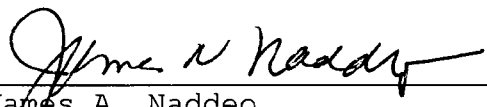
28. That in accordance with the terms of the Proposal dated May 21, 2004, final payment was due from Plaintiffs to Defendant upon completion of the work on June 26, 2004.

29. That Defendant has been required to retain counsel to represent it in this litigation.

30. That Defendant has agreed to retain James A. Naddeo, Esquire, at the rate of One Hundred Fifty (\$150.00) Dollars per hour.

31. That Defendant claims reasonable attorney fees as provided by the terms of the parties' Contract dated May 21, 2004.


WHEREFORE, Defendant claims damage from the Plaintiffs in the amount of Four Thousand Five Hundred Sixty Five (\$4,565.00) Dollars with interest thereon from June 26, 2004 and reasonable attorney fees.



James A. Naddeo
Attorney for Defendant

COUNTY OF CLEARFIELD)

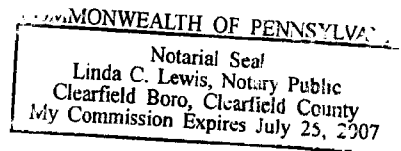
Before me, the undersigned officer, personally appeared JOSEPH ANDRES, who being duly sworn according to law, depose and state that the facts set forth in the foregoing Answer to Complaint, ~~New Matter~~ and Counterclaim are true and correct to the best of his knowledge, information and belief.


Joseph Andres

SWORN and SUBSCRIBED before me this 24th day of October, 2005.

Jonda C. Lewis

COMMONWEALTH OF PENNSYLVANIA



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

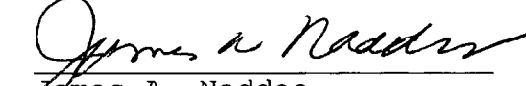
DOROTHY RINGER and	*	
FLOYD RINGER	*	
Plaintiffs,	*	
	*	
v.	*	No. 05-1117-CD
	*	
RELIABLE CONSTRUCTION	*	
BUILDING AND REMODELING	*	
SERVICES, LLC, t/d/b/a	*	
RELIABLE CONSTRUCTION,	*	
Defendants.	*	

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a certified copy of the Defendant's Answer to Complaint and Counterclaim was served on the following and in the following manner on the 25th day of October, 2005:

First-Class Mail, Postage Prepaid

Benjamin S. Blakley, III, Esquire
Blakley & Jones
90 Beaver Drive, Box 6
DuBois, PA 15801


James A. Naddeo
Attorney for Defendant

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DOROTHY RINGER and
FLOYD RINGER,

Plaintiffs

vs.

RELIABLE CONSTRUCTION
BUILDING AND REMODELING
SERVICES, LLC, t/d/b/a
RELIABLE CONSTRUCTION,
Defendants

CIVIL ACTION

No. 05-¹2117-CD

Type of pleading:

**PRAECIPE FOR WITHDRAWAL/
ENTRY OF APPEARANCE**

Filed on behalf of:

DEFENDANTS

Counsel of Record for this Party:

S. Casey Bowers, Esq.
Supreme Court No. 89032
Hanak, Guido and Taladay
498 Jeffers Street
P. O. Box 487
DuBois, PA 15801
(814) 371-7768

Date: 11/3/05

NOV 07 2005
m110:07/31
cc

William A. Shaw
Prothonotary Clerk of Courts

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

DOROTHY RINGER and FLOYD
RINGER,

Plaintiffs

vs.

No. 05-1117-CD

RELIABLE CONSTRUCTION
BUILDING AND REMODELING
SERVICES, LLC, t/d/b/a
RELIABLE CONSTRUCTION,

Defendants

PRAECIPE FOR WITHDRAWAL OF APPEARANCE

TO THE PROTHONOTARY:

Please withdraw my appearance on behalf of the Defendants in
the above captioned matter.

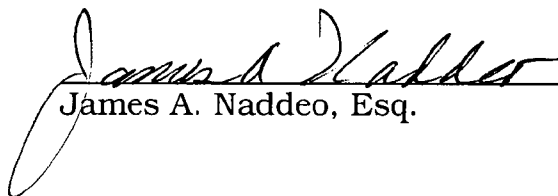
HANAK, GUIDO AND TALADAY, by:



S. Casey Bowers, Esq.

PRAECIPE FOR ENTRY OF APPEARANCE

Please enter my appearance on behalf of the Defendants in the
above captioned matter.



James A. Naddeo, Esq.

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

DOROTHY RINGER and FLOYD RINGER,	)	NO. 05-1117-C.D.
)	
Plaintiffs,	)	Type of Pleading: PLAINTIFFS' ANSWER TO
	)	DEFENDANT'S COUNTERCLAIM
)	
v.	)	Filed on Behalf of: PLAINTIFFS
)	
RELIABLE CONSTRUCTION	)	Counsel of Record:
BUILDING AND REMODELING	)	BENJAMIN S. BLAKLEY, III
SERVICES, LLC, t/d/b/a)	
RELIABLE CONSTRUCTION,	)	Supreme Court No. 26331
)	
Defendant.	)	BLAKLEY & JONES
	)	90 Beaver Drive, Box 6
	)	DuBois, PA 15801
	)	(814) 371-2730

FILED

NOV 23 2005
0/2:55/5
William A. Shaw
Prothonotary/Clerk of Courts
1 Clerk to Arr

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

DOROTHY RINGER and FLOYD	)	NO. 05-1117-C.D.
RINGER,)	
Plaintiffs,)	
v.)	
)	
RELIABLE CONSTRUCTION)	
BUILDING AND REMODELING)	
SERVICES, LLC, t/d/b/a RELIABLE)	
CONSTRUCTION,)	
)	
Defendant.)	

PLAINTIFFS' ANSWER TO DEFENDANT'S COUNTERCLAIM

AND NOW come Plaintiffs, **DOROTHY RINGER and FLOYD RINGER**, by and through their undersigned attorneys, **BLAKLEY & JONES**, and answer the Counterclaim of Defendant, **RELIABLE CONSTRUCTION BUILDING AND REMODELING SERVICES, LLC, t/d/b/a RELIABLE CONSTRUCTION**, as follows:

20. Admitted.
21. Admitted.
22. Admitted.
23. It is denied generally that the Defendant performed extra work not identified on the proposal at the express request and insistence of the Plaintiffs, and on the contrary, it is averred that all extra work done by the Defendant was done as the result of errors made by the Defendant in the performance of its contractual duties. Specifically, the Plaintiffs deny the allegations contained within Paragraph 23 of Defendant's Counterclaim as follows:

- a. It is denied that the Defendant performed extra work in removing existing drywall on the kitchen area, drywall, tape finish and paint, and on the contrary, it is averred that the same was contemplated by the original proposal of May 21, 2004.
- b. It is denied that the Plaintiffs requested that the Defendant purchase and install undercounter lights, and on the contrary, it is averred that the Defendant offered to purchase and to install the undercounter lights as an accommodation brought about by the Defendant's errors in failing to perform its contractual duties under the proposal of May 21, 2004.
- c. It is denied that the Plaintiffs expressly requested and insisted on the Defendant's installing a garbage disposal, as the same had been contemplated by the parties' agreement of May 21, 2004.
- d. It is denied that the Plaintiffs expressly requested and insisted that the Defendant move ceiling light fixtures, patch, texture, wire and install new light in the kitchen, the same having been previously contracted for in the parties' agreement of May 21, 2004.
- e. It is denied that the Plaintiffs expressly requested and insisted that the Defendant install new drywall where walls were removed and that the Defendant install joint compound three coats and texture,

the same having been previously contracted for in the parties' agreement of May 21, 2004.

- f. It is denied that the Plaintiffs expressly requested and insisted that the Defendant paint new drywall that was replaced with two coats of paint, the same having been previously contracted for in the parties' agreement of May 21, 2004.
- g. It is denied that the Plaintiffs expressly requested and insisted that the Defendant remove three walls, remove electrical and haul away trash, the same having been previously contracted for in the parties' agreement of May 21, 2004.
- h. It is denied that the Plaintiffs expressly requested and insisted that the Defendant remove an existing back door, remove 2 x 4's, reframe and install new header, install sheeting, install an existing back door into a new location, and on the contrary, it is averred that the removal and replacement of the back door was expressly contracted for in the parties' agreement of May 21, 2004. It is further averred that the relocation of the back door was caused by the Defendant's failure to properly design the kitchen located in the Plaintiffs' residence, thereby requiring the Defendant to relocate the door.

24. After reasonable investigation, the Plaintiffs are unable to determine the truth or falsity of the allegations contained in Paragraph 24 of the Defendant's Counterclaim, and therefore, denies the same and demands strict proof thereof at trial.

25. It is admitted that, upon the Defendant's termination of work pursuant to its contractual obligation as defined by the proposal dated May 21, 2004, the Plaintiffs paid to the Defendant the sum of \$26,810.00. It is denied, however, that any balance is due upon the said contract, and on the contrary, it is averred that, as the result of Defendant's breach of its obligations contained within the May 21, 2004, agreement, along with the Defendant's failure to perform its work in a good and workmanlike manner as set forth in the Plaintiffs' Complaint and the Defendant's failure to properly credit the Plaintiffs for work not performed as contemplated by the proposal dated May 21, 2004, that no balance is due and owing upon the said contract, and in fact, the Defendant is obligated to the Plaintiffs for that amount demanded in the Plaintiffs' Complaint.

26. It is denied that the Defendant completed its work as contemplated by the May 21, 2004, proposal, and on the contrary, it is averred that the Defendant failed to complete its work, leaving the Plaintiffs with damages as set forth in the Plaintiffs' Complaint.

27. Denied for the reasons set forth in Paragraph 25 above.

28. It is admitted that the terms of the proposal dated May 21, 2004, called for final payment to be due upon completion of work. It is denied, however, that the Defendant completed its work as contemplated by the proposal dated May 21, 2004, thereby obligating the

Plaintiffs to pay to the Defendant any monies over and above that which was paid by the Plaintiffs.

29. It is denied that Defendant has been required to retain counsel to represent it in this litigation, and on the contrary, it is averred that no litigation would have been necessary had the Defendant performed its obligations properly under the proposal of May 21, 2004.

30. After reasonable investigation, the Plaintiffs are unable to determine the truth or falsity of the allegations contained in Paragraph 30 of Defendant's Counterclaim, and therefore, denies the same and demands strict proof thereof at trial.

31. Requires no answer; however, to the extent that an answer is required, the parties' contract of May 21, 2004, permits the prevailing party to seek attorney's fees. It is denied, however, that the Defendant would be entitled to attorney's fees, as the Plaintiffs are the injured party in this action as the result of the Defendant's breach of its obligations under the May 21, 2004, contract.

WHEREFORE, Plaintiffs respectfully request that this Honorable Court dismiss the Defendant's Counterclaim and award judgment to the Plaintiffs as set forth in Plaintiffs' Complaint.

Respectfully Submitted

BLAKLEY & JONES

Benjamin S. Blakley, III
Attorney for Plaintiffs

VERIFICATION

We, **DOROTHY RINGER** and **FLOYD RINGER**, hereby state that we are the Plaintiffs in this action and verify that the statements made in the foregoing Plaintiffs' Answer to Defendant's Counterclaim are true and correct to the best of our knowledge, information, and belief. We understand that the statements therein are made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.



DOROTHY RINGER



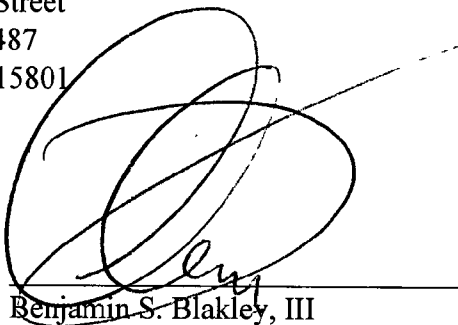
FLOYD RINGER

Dated: 11/22/05

CERTIFICATE OF SERVICE

This will certify that the undersigned served a copy of Plaintiffs' Answer to Defendant's Counterclaim in the above-captioned matter on the following parties at the addresses shown below by first-class U.S. Mail on the 22nd day of November, 2005:

S. Casey Bowers, Esquire
Hanak, Guido and Taladay
498 Jeffers Street
P O Box 487
CuBois PA 15801



Benjamin S. Blakley, III

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

DOROTHY RINGER and FLOYD	)	NO. 05-1117-C.D.
RINGER,)	
	)	Type of Pleading:
Plaintiffs,	)	AMENDED CERTIFICATE OF SERVICE
)	
v.	)	Filed on Behalf of: PLAINTIFFS
)	
RELIABLE CONSTRUCTION	)	Counsel of Record:
BUILDING AND REMODELING	)	BENJAMIN S. BLAKLEY, III
SERVICES, LLC, t/d/b/a)	
RELIABLE CONSTRUCTION,	)	Supreme Court No. 26331
)	
Defendant.	)	BLAKLEY & JONES
	)	90 Beaver Drive, Box 6
	)	DuBois, PA 15801
	)	(814) 371-2730

FILED *no cc*
m/11:41/301
NOV 29 2005
William A. Shaw
Prothonotary/Clerk of Courts

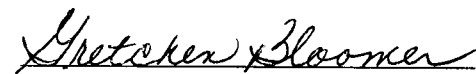
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

DOROTHY RINGER and FLOYD	)	NO. 05-1117-C.D.
RINGER,)	
)	
Plaintiffs,)	
)	
v.)	
)	
RELIABLE CONSTRUCTION)	
BUILDING AND REMODELING)	
SERVICES, LLC, t/d/b/a)	
RELIABLE CONSTRUCTION,)	
)	
Defendant.)	

AMENDED CERTIFICATE OF SERVICE

This will certify that the undersigned served a copy of Plaintiffs' Answer to Defendant's Counterclaim in the above-captioned matter on the following parties at the addresses shown below by first-class U.S. Mail on the 28th day of November, 2005:

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



COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
CIVIL TRIAL LISTING

CERTIFICATE OF READINESS (To be executed by Trial Counsel Only)		TO THE PROTHONOTARY
		DATE PRESENTED
CASE NUMBER 05-1117-C.D. Date Complaint filed:	TYPE TRIAL REQUESTED () Jury () Non-jury <input checked="" type="checkbox"/> Arbitration	ESTIMATED TRIAL TIME 1/2 DAYS

PLAINTIFF(S)

DOROTHY RINGER and FLOYD RINGER ()

DEFENDANT(S)

RELIABLE CONSTRUCTION BUILDING AND REMODELING ()
ADDITIONAL DEFENDANT(S) SERVICES, LLC, t/d/b/a
RELIABLE CONSTRUCTION

Check Block
if a Minor
is a Party
to the Case

JURY DEMAND FILED BY:

DATE JURY DEMAND FILED:

BENJAMIN S. BLAKLEY, III

AMOUNT AT ISSUE

CONSOLIDATION

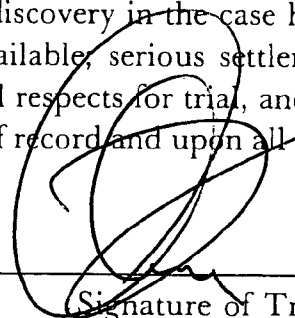
DATE CONSOLIDATION ORDERED

\$5,323.04

() 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.


(Signature of Trial Counsel)

FILED
m/2:32 PM
DEC 07 2005
Any Bakley
PD 20.00
No CC

William A. Shaw
Prothonotary/Clerk of Courts

COUNSEL WHO WILL ACTUALLY TRY THE CASE

FOR THE PLAINTIFF

TELEPHONE NUMBER

BENJAMIN S. BLAKLEY, III, ESQUIRE

814.371.2730

FOR THE DEFENDANT

TELEPHONE NUMBER

JAMES A NADDEO, ESQUIRE

814.765-1601

FOR ADDITIONAL DEFENDANT

TELEPHONE NUMBER

CA

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

DOROTHY RINGER and
FLOYD RINGER

vs.

RELIABLE CONSTRUCTION
BUILDING AND REMODELING
SERVICES, LLC, t/d/b/a
RELIABLE CONSTRUCTION

:
:
:
: No. 05-1117-CD
:
:
:

6cc
0/10:16:31 CIA
6K
William A. ...
Prothonotary ...

ORDER

NOW, this 27th day of March, 2006, it is the ORDER of the Court that the
above-captioned matter is scheduled for Arbitration on **Tuesday, May 16, 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:

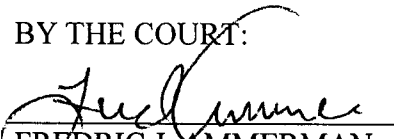
Michael P. Yeager, Esquire, Chairman

Blaise Ferraraccio, 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

Dorothy Ringer and Floyd Ringer

vs.

No. 2005-01117-CD

Reliable Construction Building and Remodeling Services, LLC

t/d/b/a Reliable Construction

OATH OR AFFIRMATION OF ARBITRATORS

Now, this 16th day of May, 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.

Michael P. Yeager, Esq.

Blaise Ferraraccio, Esq.

Courtney L. Kubista, Esq.

Michael P. Yeager
Chairman,
Blaise J. Ferraraccio
Courtney L. Kubista

Sworn to and subscribed before me this

May 16, 2006

William A. Shaw
Prothonotary

Notice to
Attys
Bakley
Maddox
MAY 16 2006
014:30/6m
William A. Shaw
Prothonotary/Clerk of Courts

AWARD OF ARBITRATORS

Now, this 16 day of May, 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:

In favor of Plaintiff in the amount of \$3702.54 on their Complaint; and in favor of the Defendant in the amount of \$3340.00 on its Counterclaim. The net is in favor of Plaintiff in the amount of \$362.54. Arbitrators do not award court costs, Magistrate fees, interest or attorney fees.

(Continue if needed on reverse.)

ENTRY OF AWARD

Now, this 17th day of May, 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 _____

Dorothy Ringer and Floyd Ringer

:

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

Vs.

:

No. 2005-01117-CD

Reliable Construction Building and Remodeling
Services, LLC t/d/b/a Reliable Construction

:

NOTICE OF AWARD

TO: BENJAMIN S. BLAKLEY, ESQ.
JAMES A. NADDEO, ESQ.

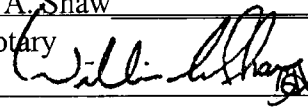
You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on May 16, 2006, and have docketed the award on May 17, 2006:

In favor of Plaintiff in the amount of \$3,702.54 on their complaint; and in favor of the Defendant in the amount of \$3,340.00 on its counterclaim. The net is in favor of Plaintiff in the amount of \$362.54. Arbitrators do not award court costs, magistrate fees, interest or attorney fees.

William A. Shaw

Prothonotary

By



May 16, 2006

Date

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

CA
7-18-06

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

DOROTHY RINGER and FLOYD	)	NO. 05-1117-C.D.
RINGER,)	
	)	Type of Pleading:
Plaintiffs,	)	NOTICE OF APPEAL
)	
v.	)	Filed on Behalf of: PLAINTIFFS
)	
RELIABLE CONSTRUCTION	)	Counsel of Record:
BUILDING AND REMODELING	)	BENJAMIN S. BLAKLEY, III
SERVICES, LLC, t/d/b/a)	
RELIABLE CONSTRUCTION,	)	Supreme Court No. 26331
)	
Defendant.	)	BLAKLEY & JONES
	)	90 Beaver Drive, Box 6
	)	DuBois, PA 15801
	)	(814) 371-2730

FILED
m/11:29/01
JUN 02 2006
William A. Shaw
Prothonotary/Clerk of Courts
Att'y Pd. 300.00
1cc Att'y Blakley
CR

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

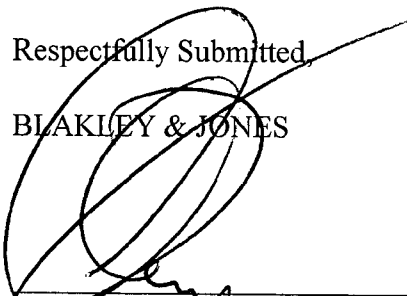
DOROTHY RINGER and FLOYD	)	NO. 05-1117-C.D.
RINGER,)	
Plaintiffs,)	
v.)	
)	
RELIABLE CONSTRUCTION BUILDING)	
AND REMODELING SERVICES, LLC,)	
t/d/b/a RELIABLE CONSTRUCTION,)	
)	
Defendant.)	
)	

NOTICE OF APPEAL

Plaintiffs, **DOROTHY RINGER and FLOYD RINGER**, hereby appeal from the Award
of the arbitrators dated May 16, 2006.

Respectfully Submitted,

BLAKLEY & JONES


Benjamin S. Blakley, III
Attorney for Plaintiffs

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

DOROTHY RINGER and FLOYD RINGER,	)	NO. 05-1117-C.D.
)	
Plaintiffs,)	
)	
v.)	
)	
RELIABLE CONSTRUCTION BUILDING AND REMODELING SERVICES, LLC,)	
t/d/b/a RELIABLE CONSTRUCTION,)	
)	
Defendant.)	
)	

AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA :
: **SS.**
COUNTY OF CLEARFIELD :

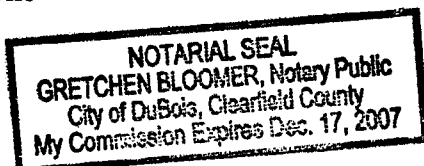
DOROTHY RINGER and FLOYD RINGER, being duly sworn according to law,
deposes and says that the appeal taken from the Award of the Board of Arbitrators dated May 16,
2006, is not taken for delay, but because the Plaintiffs believe that an injustice has been done.

Sworn to and Subscribed
before me this 26th day
of May, 2006.

Gretchen Bloomer
Notary Public

Dorothy Ringer
DOROTHY RINGER

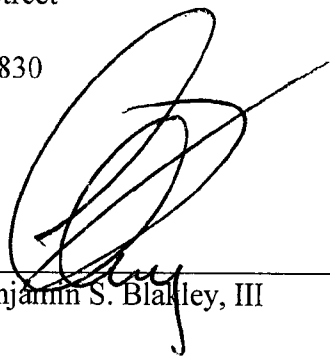
Floyd Ringer
FLOYD RINGER



CERTIFICATE OF SERVICE

This will certify that the undersigned served a copy of Plaintiffs' Notice of Appeal in the above-captioned matter on the following parties at the addresses shown below by first-class U.S. Mail on the 31st day of May, 2006.

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



Benjamin S. Blakley, III

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

DOROTHY RINGER and
FLOYD RINGER

vs.

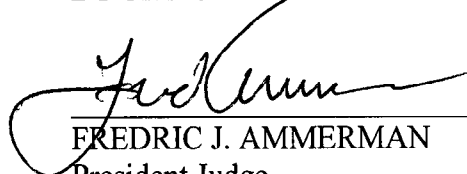
:
:
:
: No. 05-1117-CD
:

RELIABLE CONSTRUCTION BUILDING:
AND REMODELING SERVICES, LLC, :
t/d/b/a RELIABLE CONSTRUCTION :

ORDER

AND NOW, this 17th day of July, 2006, upon consideration of Plaintiffs Dorothy and Floyd Ringers' Notice of Appeal from Award of Arbitrators filed on May 16, 2006 by Attorney of Record Benjamin S. Blakley, III, Esquire, it is the ORDER of the Court that the Court Administrator of Clearfield County is directed to place this matter on the Winter 2007 Civil Non-Jury Trial List.

BY THE COURT:


FREDRIC J. AMMERMAN
President Judge

FILED ^{cc Atty:}
e/d:03/01 Blakely
JUL 18 2006 Naddo

William A. Shaw
Prothonotary/Clerk of Courts

CR

DATE: 7/8/06

 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 Other

 Special Instructions:

FILED

JUL 18 2006

William A. Shaw
Prothonotary/Clerk of Courts

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

DOROTHY RINGER and
FLOYD RINGER,
Plaintiffs,

vs.

RELIABLE CONSTRUCTION
BUILDING AND REMODELING
SERVICES, LLC, t/d/b/a
RELIABLE CONSTRUCTION
Defendant.

No. 05 - 1117 - CD

FILED 2cc
019:4361 Amy
DEC 06 2006 Naddeo
William A. Shaw
Prothonotary/Clerk of Courts

ORDER

AND NOW, this 5th day of December, 2006, upon
consideration of the forgoing Petition, it is hereby ordered that:

(1) a rule is hereby issued upon Respondent, Reliable
Construction Building and Remodeling Services, LLC, t/d/b/a
Reliable Construction, to Show Cause why the Petitioner, James A.
Naddeo, is not entitled to the relief requested;

(2) the Respondent shall file an answer to the petition
within twenty (20) days of service upon the Respondent;

(3) the petition shall be decided under Pa. R.C.P. No.
206.7;

(4) notice of the entry of this order shall be provided
to all parties by the Petitioner.

NOTICE

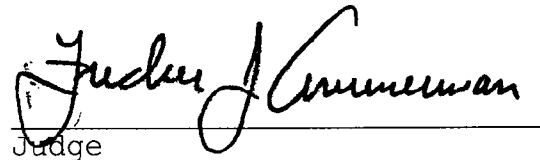
A PETITION HAS BEEN FILED AGAINST YOU IN COURT. IF YOU WISH
TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PETITION,
YOU MUST TAKE ACTION BY ENTERING A WRITTEN APPEARANCE PERSONALLY

OR BY ATTORNEY AND FILE AN ANSWER IN WRITING WITH THE PROTHONOTARY
SETTING FORTH YOUR DEFENSES OR OBJECTIONS TO THE MATTER SET FORTH
AGAINST YOU AND SERVE A COPY ON THE ATTORNEY FOR PERSON FILING THE
PETITION. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY
PROCEED WITHOUT YOU AND AN ORDER MAY BE ENTERED AGAINST YOU BY THE
COURT WITHOUT FURTHER NOTICE FOR THE RELIEF REQUESTED BY THE
PETITIONER. YOU MAY LOSE RIGHTS IMPORTANT TO YOU.

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

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
Second & Market Street
CLEARFIELD, PA 16830
(814) 765-2641, Ext. 50-51

BY THE COURT,



Judge

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

DOROTHY RINGER and
FLOYD RINGER,
Plaintiffs,

vs.

RELIABLE CONSTRUCTION
BUILDING AND REMODELING
SERVICES, LLC, t/d/b/a
RELIABLE CONSTRUCTION
Defendant.

*
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*
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*
*

No. 05 - 1117 - CD

PETITION TO WITHDRAW AS COUNSEL

NOW COMES James A. Naddeo, Esquire, attorney of record for the Defendant, Reliable Construction Building and Remodeling Services, LLC, t/d/b/a Reliable Construction, and sets forth the following:

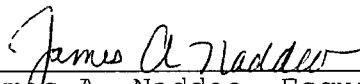
1. That Plaintiff's in the above-captioned action are Dorothy and Floyd Ringer who currently reside in DuBois, Pennsylvania 15801.

2. That Defendant in the above-captioned action is Reliable Construction Building and Remodeling Services, LLC, t/d/b/a Reliable Construction whose address is 153 Treasure Lake, DuBois, Pennsylvania 15801.

3. That the Defendant through its agent, Joseph Andres, consulted your Petitioner on or about October 12, 2005, and requested that your Petitioner file pleadings on his behalf to the above-captioned term and number.

4. That the Defendant has been uncooperative in the preparation of his case for trial.

WHEREFORE, Petitioner respectfully requests Your Honorable Court to enter a Rule upon Defendant, Reliable Construction Building and Remodeling Services, LLC, t/d/b/a Reliable Construction, to show cause why Petitioner should not be allowed to withdraw as counsel.



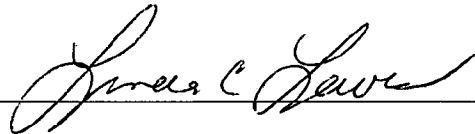
James A. Naddeo, Esquire
Attorney for Defendant

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF CLEARFIELD) SS.

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


James A. Naddeo

SWORN and SUBSCRIBED before me this 4th day of Dec., 2006.



COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Linda C. Lewis, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires July 25, 2007

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

DOROTHY RINGER and FLOYD
RINGER

Plaintiffs,

v.

No. 1117 – 2005 CD

RELIABLE CONSTRUCTION
BUILDING AND REMODELING
SERVICES, LLC, t/d/b/a
RELIABLE CONSTRUCTION

Defendant.

Type of Pleading: **Praecipe for
Withdrawal / Entry of
Appearance**

Filed on Behalf of: **Plaintiffs**

Filed By:

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

FILED *no cc*
m) 11:2008
DEC 15 2006 *copy to CIA*

William A. Shaw
Prothonotary/Clerk of Courts

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

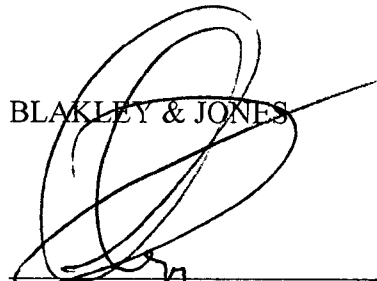
DOROTHY RINGER and FLOYD	)	NO. 05-1117-C.D.
RINGER,)	
Plaintiffs,)	
v.)	
)	
RELIABLE CONSTRUCTION BUILDING)	
AND REMODELING SERVICES, LLC,)	
t/d/b/a RELIABLE CONSTRUCTION,)	
)	
Defendant.)	
)	

PRAECIPE FOR WITHDRAWAL / ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

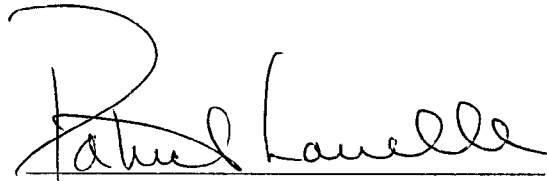
Please withdraw my appearance as counsel of record for Plaintiffs, **DOROTHY RINGER**
and FLOYD RINGER.

Date: 12/12/06

BLAKLEY & JONES

Benjamin S. Blakley, III

Please enter my appearance as counsel of record for Plaintiff, **Plaintiffs, DOROTHY RINGER and FLOYD RINGER..**

Date: 12/14/06


Patrick Lavelle

1CC
d/33784
DEC 28 2005
Att'y Maddeo
©
William A. Shaw
Prothonotary/Clerk of Courts

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

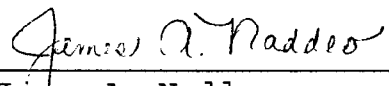
DOROTHY RINGER and	*	
FLOYD RINGER	*	
Plaintiffs,	*	
	*	
v.	*	No. 05-1117-CD
	*	
RELIABLE CONSTRUCTION	*	
BUILDING AND REMODELING	*	
SERVICES, LLC, t/d/b/a	*	
RELIABLE CONSTRUCTION,	*	
Defendants.	*	

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a copy of Praecipe to Withdraw was served on the following and in the following manner on the 28th day of December, 2006:

First-Class Mail, Postage Prepaid

Reliable Construction
Attn: Joseph Andres
153 Treasure Lake
DuBois, PA 15801



James A. Naddeo
Attorney for Defendants

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

DOROTHY RINGER and
FLOYD RINGER,
Plaintiffs

vs.


RELIABLE CONSTRUCTION BUILDING*
AND REMODELING SERVICES, LLC. *
t/d/b/a RELIABLE CONSTRUCTION, *
Defendant *

NO. 05-1117-CD

ORDER

AND NOW, this 2nd day of January, 2007, it is the ORDER of the Court
that a Pre-Trial Conference in the above matter shall be held on the **24th day of
January, 2007, in Chambers at 3:00 o'clock p.m.**

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

100 Atty's:
Lavelle
Naddeo
014:0051
JAN 03 2007
William A. Shaw
Prothonotary/Clerk of Courts

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

DOROTHY RINGER and
FLOYD RINGER,
Plaintiffs,

V.

RELIABLE CONSTRUCTION
BUILDING AND REMODELING
SERVICES, LLC, t/d/b/a
RELIABLE CONSTRUCTION,
Defendant.

No. 05-1117-CD

Type of Pleading:

MOTION AND ORDER

Filed on behalf of:
Defendant

Counsel of Record for
this party:

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

207 East Market Street
PO Box 552
Clearfield, PA 16830
(814) 765-1601

FILED
JAN 22 2007
William A. Shaw
Prothonotary/Clerk of Courts

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

DOROTHY RINGER and
FLOYD RINGER,
Plaintiffs,

v.

RELIABLE CONSTRUCTION
BUILDING AND REMODELING
SERVICES, LLC, t/d/b/a
RELIABLE CONSTRUCTION,
Defendant.

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* No. 05-1117-CD
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ORDER

NOW this 23rd day of January, 2007, upon consideration of the Petition and Motion to Withdraw as Counsel filed by James A. Naddeo, Esquire, it appearing that a return date was set upon said Petition for January 17, 2007 and the Defendant having failed to file a response, it is the ORDER of this Court that James A. Naddeo, Esquire, be permitted to withdraw as counsel on behalf of the Defendant, Reliable Construction Building and Remodeling Services, LLC, t/d/b/a Reliable Construction. It is the further ORDER of this Court that a certified copy of this Order be directed to Reliable Construction by James A. Naddeo, Esquire.

BY THE COURT



FILED *ice AH Naddeo*
01/10.12.07 *GM*
JAN 23 2007

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 1-23-07

☒ You are responsible for serving all appropriate parties.

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

☐ Plaintiff(s) ☐ Plaintiff(s) Attorney ☐ Other

☐ Defendant(s) ☐ Defendant(s) Attorney

☐ Other (specify):

FILED

JAN 23 2007

William A. Shaw
Prothonotary/Clerk of Courts

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

DOROTHY RINGER and
FLOYD RINGER,
Plaintiffs,

v.

RELIABLE CONSTRUCTION
BUILDING AND REMODELING
SERVICES, LLC, t/d/b/a
RELIABLE CONSTRUCTION,
Defendant.

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* No. 05-1117-CD
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MOTION TO MAKE RULE ABSOLUTE

NOW COMES your Petitioner, James A. Naddeo, Esquire, in
the above-captioned case and sets forth the following:

1. That a Petition to Withdraw as Counsel was filed in
the above-captioned action on December 4, 2006.

2. That Respondent, Joseph Andres, Reliable
Construction, was served with a certified copy of said Petition by
letter dated December 28, 2006.

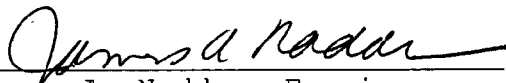
3. That a Certificate of Service was filed with the
Clearfield County Prothonotary on December 28, 2006.

4. That the Petition filed in this action contained a
Rule returnable on January 17, 2006.

5. That Petitioner has not been served with an Answer to
his Petition to Withdraw as Counsel nor has any Answer been filed
with the Clearfield County Prothonotary.

WHEREFORE, Petitioner respectfully requests your Honorable Court to enter an Order for Rule Absolute granting Petitioner's request to withdraw as counsel.

Respectfully submitted,


James A. Naddeo, Esquire

William A. Shaw
Prothonotary/Clerk of Courts

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

DOROTHY RINGER and
FLOYD RINGER,
Plaintiffs,

v.

RELIABLE CONSTRUCTION
BUILDING AND REMODELING
SERVICES, LLC, t/d/b/a
RELIABLE CONSTRUCTION,
Defendant.

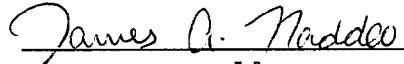
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* No. 05-1117-CD
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PRAECIPE TO WITHDRAW APPEARANCE

TO THE PROTHONOTARY:

Please withdraw my Appearance on behalf of the
Defendant in the above captioned case.

NADDEO & LEWIS, LLC


James A. Naddeo
Attorney for Defendant

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

DOROTHY and FLOYD RINGER :
VS. : NO. 05-1117-CD
RELIABLE CONSTRUCTION BUILDING :
AND REMODELING SERVICES, LLC :
t/d/b/a RELIABLE CONSTRUCTION :

2cc Atty Lavelle
FILED *2cc debts @*
0/2:13cm *153 Treasure Lake*
JAN 26 2007 *Du Bois 5801*

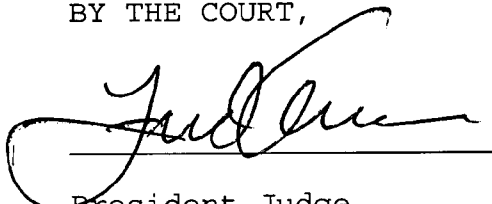
William A. Shaw
Prothonotary/Clerk of Courts

O R D E R

AND NOW, this 24th day of January, 2007, following
Pretrial Conference and the parties reaching an agreement to
settle the claims, it is the ORDER of this Court as follows:

1. The Defendant, Reliable Construction, has agreed
to pay the amount of Two Thousand (\$2,000.00) Dollars in
complete satisfaction of all claims set forth by either party in
the above-captioned matter;
2. Defendant shall pay the said amount of Two
Thousand (\$2,000.00) Dollars, by check made payable to Patrick
Lavelle, Esquire, Attorney for the Plaintiffs, within no more
than five (5) days from this date;
3. The settlement resolves all claims filed by
either party.

BY THE COURT,



President Judge

DATE: 1-26-2007

☐ You are responsible for serving all appropriate parties.

☒ The Probate Court's office has provided service to the following parties:

☐ Plaintiff(s) ☒ Plaintiff(s) Attorney ☐ Other

☒ Defendant(s) ☐ Defendant(s) Attorney

☐ Special Instructions:

FILED

JAN 26 2007

William A. Shaw
of Counsel

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

DOROTHY RINGER and FLOYD
RINGER,

Plaintiff's

v.

RELIABLE CONSTRUCTION
BUILDING AND REMODELING
SERVICES, LLC, t/d/b/a
RELIABLE CONSTRUCTION,

Defendant.

NO. 05-1117-CD

Type of Pleading:
PRAECIPE TO MARK THE CASE
SETTLED

Filed on Behalf of: PLAINTIFFS

Counsel of Record:

PATRICK LAVELLE, ESQ
PA ID# 85537
25 East Park Ave.
Suite #4
DuBois, PA. 15801
(814) 371-2232
(814) 371-4480 (Fax)

FILED ICC & cert of
9/2:40 am disc issued to
JAN 26 2007 Atty Lavelle

William A. Shaw
Prothonotary/Clerk of Courts

Patrick Lavelle, Esq.
Counsel for the Plaintiffs

Patrick Lavelle, Esq.
Counsel for the Plaintiff

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

CIVIL DIVISION

COPY

**Dorothy Ringer
Floyd Ringer**

Vs.

No. 2005-01117-CD

**Reliable Construction, LLC
Reliable Construction Building and Remodeling Serv**

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 January 26, 2007, marked:

SETTLED

\$85.00 Paid by S. Casey Bowers Esq.
\$320.00 Paid by Benjamin Blakey Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 26th day of January A.D. 2007.



Ln1

William A. Shaw, Prothonotary

Patrick Lavelle
Attorney and Counselor at Law

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

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

January 25, 2007

William A. Shaw
Clearfield County Prothonotary
Clearfield Co. Courthouse
2nd & Market Sts.
Clearfield, PA. 16830

Re: Dorothy Ringer and Floyd Ringer v. Reliable Construction Building and
Remodeling Services, LLC, t/d/b/a Reliable Construction

Dear Mr. Shaw:

Enclosed please find the original and one (1) copy of the Praecipe to Mark the
Case Settled for the above captioned case. Please file the original and date
stamp the copy and return it to us in the envelope provided.

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

Sincerely,



Patrick Lavelle, Esq.

Enclosures

PL/lc

LAW OFFICES OF
BLAKLEY & JONES
90 Beaver Drive, Box 6
DuBois, Pennsylvania 15801

May 5, 2006

Telephone (814) 371-2730
Fax (814) 375-1082

Benjamin S. Blakley, III

David S. Meholick, Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

**Re: Dorothy Ringer and Floyd Ringer
v. Reliable Construction Building and Remodeling
Services, LLC, t/d/b/a Reliable Construction
No. 05-1117-CD**

Dear Mr. Meholick:

Enclosed for filing in the above matter please find the Plaintiffs' Pretrial Memorandum.

Very truly yours,

BLAKLEY & JONES

Benjamin S. Blakley, III

RECEIVED

MAY 5 2006

COURT ADMINISTRATOR
OFFICE

BSB:glb

Enclosure

cc: James A. Naddeo, Esquire
Michael P. Yeager, Esquire
Blaise J. Ferraraccio, Esquire
Courtney L. Kubista, Esquire
Mr. & Mrs. Floyd Ringer



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

DOROTHY RINGER and FLOYD
RINGER,

Plaintiffs,

v.

RELIABLE CONSTRUCTION
BUILDING AND REMODELING
SERVICES, LLC, t/d/b/a
RELIABLE CONSTRUCTION,

Defendant.

) NO. 05-1117-C.D.
)
) Type of Pleading:
) PLAINTIFFS' PRETRIAL MEMORANDUM
)
) Filed on Behalf of: PLAINTIFFS
)
) Counsel of Record:
) BENJAMIN S. BLAKLEY, III
)
) Supreme Court No. 26331
)
) BLAKLEY & JONES
) 90 Beaver Drive, Box 6
) DuBois, PA 15801
) (814) 371-2730

RECEIVED

2005 02 28

CLERK OF COURT
OFFICE

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

DOROTHY RINGER and FLOYD RINGER,	)	NO. 05-1117-C.D.
)	
)	
Plaintiffs,)	
)	
v.)	
)	
RELIABLE CONSTRUCTION BUILDING AND REMODELING SERVICES, LLC, t/d/b/a)	
RELIABLE CONSTRUCTION,)	
)	
Defendant.)	

PLAINTIFFS' PRETRIAL MEMORANDUM

AND NOW comes the Plaintiffs, **DOROTHY RINGER and FLOYD RINGER**, by and through their attorneys, **BLAKLEY & JONES**, and submit the following pretrial memorandum in the above-captioned matter:

I. FACTS OF THE CASE

The Plaintiffs are owners of real property located at 171 Treasure Lake, DuBois, Clearfield County, Pennsylvania, and were the owners of that property during the month of May, 2004. The Defendant, **RELIABLE CONSTRUCTION BUILDING AND REMODELING SERVICES, LLC, t/d/b/a RELIABLE CONSTRUCTION**, is in the business of residential building and remodeling in the DuBois, Pennsylvania, area, and was in such business in May of 2004.

During the month of May, 2004, the Plaintiffs contacted the Defendant with regard to the remodeling of the kitchen in the Plaintiffs' residence. Plaintiffs were looking to remove existing kitchen countertops and walls between the kitchen and the living room, to install new cherry kitchen cabinets, countertops, a bulkhead with recessed lighting and to remove a back door and to install in its place a new door with a screen door. During the month of May, 2004, Defendant met with the Plaintiffs and provided a computer generated drawing of the kitchen as it would look upon completion. As the parties were planning the remodeling of the Plaintiffs' kitchen, the Defendant informed the Plaintiffs that a new beam would have to be installed in the ceiling of the kitchen in order to provide proper support, given the removal of the walls that were contemplated by the parties. The opening for the doorway that was to be removed was to be unchanged or unmoved, and further, the Plaintiffs informed the Defendant that the new cabinets would need to be installed so as to allow the placement of a china cabinet within the confines of the kitchen area of Plaintiffs' home.

Defendant then presented the Plaintiffs with a contract for the proposed work, showing a cost of \$28,810.00 for the project and itemizing the different endeavors to be undertaken in Defendant's remodeling.

Defendant commenced work at the Plaintiffs' residence on or about June 7, 2004, and shortly after the construction started, the Defendant determined that the installation of the \$900.00 beam would not be necessary. Later, it became evident that the Defendant had erred in

the design of the placement of the cabinets in the kitchen and that, in order to fit the cabinets as ordered by the Defendant, the existing doorway would have to be closed and a new doorway opened in the side of the Plaintiffs' home. Further, during the Defendant's construction, it became evident that, because of the placement of the door in a new location, the china cabinet which had been contemplated to be placed in the kitchen would no longer fit into the desired location as had been discussed by the parties. The Defendant concluded its work at the Plaintiffs' residence in the latter part of June, 2004, without installing a kitchen door as had been contemplated by the parties. It was later discovered by the Plaintiffs that the Defendant had improperly installed the kitchen sink and the plumbing attached thereto, causing the same to leak around the plumbing and causing warping to the new cabinets to which the kitchen sink was installed. Later, it was also determined that the Defendant failed to install the electric wiring in the remodeled kitchen pursuant to the National Electrical Code. Because of the actions of the Defendant, the Plaintiffs were required to install a new kitchen sink drain line and to incur other plumbing repairs at a cost of \$225.00. Further, it will be necessary for the Plaintiffs to repair and replace the electrical system in the kitchen, for which the Plaintiffs will incur costs of \$1,260.00 and to repair the cabinets which were warped due to the faulty plumbing work of the Defendant, for which the Plaintiffs have incurred costs of \$316.94. Further, the Plaintiffs paid to the Defendant \$26,810.00 in advance payments toward the contract price, but have not been credited for the \$1,000.00 kitchen door which had not been installed by the Defendant and the \$900.00 for

labor and materials for the installation of the beam which had been contemplated under the parties' contract, but which had not been installed. The Plaintiffs brought an action before Magistrate Patrick Ford against the Defendant for the damages as listed above and incurred costs of \$120.50. Further, in their contract of May 21, 2004, the parties agreed that if any action in law or in equity was brought to interpret the provisions of the contract, the prevailing party would be entitled to reasonable attorney's fees. The Plaintiffs retained the services of Blakley & Jones to represent them in this matter and have agreed to pay Blakley & Jones the sum of \$1,500.00 for the bringing of the action.

The Defendant has brought a counterclaim for additional work which the Defendant claimed to have performed on the Plaintiffs' kitchen and for work that had been contemplated by the original contract and for materials that were necessitated by the errors in the design of the subject kitchen.

II. UNUSUAL QUESTIONS OF LAW

None.

III. WITNESSES

Plaintiffs may call the following persons at the time of hearing:

- A. Dorothy Ringer, 171 Treasure Lake, DuBois, Pennsylvania
- B. Floyd Ringer, 171 Treasure Lake, DuBois, Pennsylvania
- C. Representative of D&D Electric, DuBois, Pennsylvania

D. John McCorkle, McCorkle & Sons Finished Carpentry

IV. STATEMENT OF DAMAGES & COPIES OF BILLS

As the direct result of the Defendant's breach of its contract with the Plaintiffs, the Plaintiffs have incurred the following damages, totaling \$3,702.54, plus interest, costs, attorney's fees of \$1,500.00:

Your Building Centers	Cabinets	316.94
Gary & Sons, Inc.	Correct kitchen sink drain line	225.00
D&D Electric	Repair violations found in kitchen wiring	1,260.60
Reliable Construction	Credit for beam and door	1,900.00
<u>Total</u>		<u>3,702.54</u>

VII. ESTIMATED LENGTH OF TIME REQUIRED TO TRY THE CASE

One-half day.

VIII. PROPOSED STIPULATIONS

None.

CERTIFICATE OF SERVICE

This will certify that the undersigned served a copy of Plaintiffs' Pretrial Memorandum in the above-captioned matter on the following parties at the addresses shown below by first-class

U.S. Mail on the 5th day of May, 2006:

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

Michael P. Yeager, Esquire
P O Box 752
Clearfield PA 16803

Blaise J. Ferraraccio, Esquire
301 East Pine Street
Clearfield, PA 16830

Courtney L. Kubista, Esquire
501 East Market Street Ste 3
Clearfield PA 168300389



Benjamin S. Blakley, III

Gary & Sons Inc.
GARY'S, INC.
 RD 1 Box 223 482 Beechtree Rd.
 FALLS CREEK, PENNSYLVANIA 15840
 (814) 371-4885
 FAX (814) 371-7810
 www.garysinc.com

SOLD BY STEVE		DATE 04/19/05	
NAME DOT RINGER			
ADDRESS 171 Treasure Lake		PHONE 371-9244	
CITY DuBois PA 15801			
<input type="checkbox"/> CASH <input type="checkbox"/> CHARGE <input type="checkbox"/> MERCHANDISE RETURN <input type="checkbox"/> C.O.D. <input type="checkbox"/> PAID OUT <input type="checkbox"/> PAID ON ACCOUNT			
QTY.	DESCRIPTION	PRICE	AMOUNT
1	Installed Kit sink		
2	drain line through floor		
3	and reconnected in basement		
4	to give drain proper		
5	pitch.		
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
RECEIVED BY		TOTAL 225⁰⁰	

PAID
IN
FULL

40792

THANK YOU

Computer & Communications Cabling
Electrical Construction
Home Automation



Telephone, Paging & Sound Systems
Panel Design & Fabrication
Control Wiring

P.O. BOX 764 • DUBOIS, PA 15801 • 814-375-0511 TEL • 814-375-1006 FAX

Invoice

Page 1 of 1

RINGER, DOT
171 TREASURE LAKE
DUBOIS, PA 15801

Invoice#: 200410208
Invoice Date: 06/03/2005
Due Date: 06/13/2005
PO#: VERBAL
Customer ID: RINGERDOT

Job: MISC. REPAIRS TO KITCHEN, VENT
Job#: 200505032

Work Performed:
REPAIR VIOLATIONS FOUND IN KITCHEN WIRING.
COMPLETE VENT INSTALLATION.

Item	Description	Qty	Price	Total
T100	POLYTRACK PLASTIC DUCT	8.00	1.55 E	12.40
T101	20 AMP GFCI RECEPT	1.00	12.10 E	12.10
T102	OLD WORK, BEVEL BOX	1.00	2.27 E	2.27
T103	INTERIOR BOX DIVIDER - PLASTIC	1.00	0.73 E	0.73
T104	HANDY BOX EXTENSION RING	1.00	1.89 E	1.89
T105	4 X 4 EXTENSION RING	1.00	2.39 E	2.39
T106	HANDY BOX BLANK COVER	1.00	0.56 E	0.56
T107	3/4" STANDOFF CLAMP	3.00	1.34 E	4.02
T108	12/2 NM WIRE	235.00	0.15 E	35.25
T109	20 AMP GROUNDED DUPLEX	2.00	2.08 E	4.16
T110	CS201 SINGLE POLE SWITCH	1.00	2.60 E	2.60
T111	4 X 4 X 2-1/8" BOX	1.00	2.39 E	2.39
T112	12/2 MC CABLE	8.00	0.23 E	1.84
T113	6/3 MC CABLE	8.00	2.28 E	18.24
T114	VENT FLAPPER COVER	1.00	5.96 E	5.96
7400	Misc. Material	1.00	6.30 E	6.30
Material :				113.10
L100	Electrician - 1	38.25	30.00 H	1,147.50
Labor :				1,147.50
Total Due				\$1,260.60

Terms: Net Due 10 Days

A service charge of 2% per month is charged on all past due amounts.

• RESIDENTIAL • COMMERCIAL • INDUSTRIAL •



ALTOONA	814-944-9436	LOCK HAVEN	570-748-6750
BEDFORD	814-623-8167	MILTON	570-742-9681
BLOOMSBURG	570-784-4445	MUNCY	570-546-3108
DUBOIS	814-371-2880	PHILIPSBURG	814-342-4670
EVERETT	814-652-2145	STATE COLLEGE	814-238-4971
HUNTINGDON	814-643-2120	SUNBURY	570-286-4538
LEWISTOWN	717-248-0121	WILLIAMSPORT	570-326-4151

www.ybconline.com

SALESMAN	DEL. DATE
CHECK BY	DELIVER BY

SOLD TO

CASH

SHIP TO

RINGER, DOT

ACCT. NO.	PROJECT
CASH	000
INV. NO.	050123533088
INV. DATE	DEL. DATE
01/24/05	03/11/05
13:57:05	
SOLD BY	MISSY F
CUST. P.O. NO.	

****QUOTE*****QUOTE*****QUOTE****
**** EXPIRATION DATE - 03/11/05 ****
****QUOTE*****QUOTE*****QUOTE****

* QUOTE *
 SLSP:K1300 CSHR:K1300
 [IND1] 1300-112 PAGE 1

SHIP	ITEM NO.	QTY. ORD.	UM	DESCRIPTION	QTY. SHIP	UNIT PRICE	PER	NET AMT.
	9930110	1	EACH	QUOTE ID: RINGER ARISTOCRAFT MANCHESTER COGNAC SB36	1	299.000	EACH	299.00
METHOD OF PAYMENT						RECEIVED IN GOOD CONDITION		PEN 6.000%
						SUBTOTAL		299.00
						SALES TAX		17.94
CUSTOMER SIGNATURE						PLEASE PAY THIS AMOUNT		316.94

E.I.N. 25-1614595
REMIT ALL PAYMENTS TO:
 Your Building Centers Inc.
 P.O. Box 1230
 Altoona, Pa. 16603

A FINANCE CHARGE OF 2%, WHICH IS AN ANNUAL PERCENTAGE RATE OF 24%, WILL BE CHARGED ON ITEMS 30 DAYS OR MORE PAST DUE.
 All claims and returned goods MUST be accompanied by this bill, and may be subject to a 20% return charge. **NO MATERIAL MAY BE RETURNED AFTER 30 DAYS.** SPECIAL ORDERS ARE NOT RETURNABLE. All SPECIAL ORDER material remaining at YBC after 30 days of receipt of product will be charged to customer's account. Conditions of sale on reverse side.

CUSTOMER COPY

May 8, 2006

David Meholick, Court Administrator
Clearfield County Courthouse
Suite 228-230 East Market Street
Clearfield, PA 16830

RE: Dorothy and Floyd Ringer and
Reliable Construction
No. 05 - 1117 - CD (Arbitration)

Mr. Meholick:

Enclosed find Defendant's Pre-Trial Memorandum for the above-encaptioned matter. I have forwarded copies to Plaintiffs' attorney and the Board of Arbitrators as indicated in the Certificate of Service.

Sincerely,


James A. Naddeo

JAN/MMM

Enclosure

Cc: Reliable Construction

Michael P. Yeager

Courtney L. Kubista

Blaise Ferraracio

Benjamin S. Blakley, III

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

DOROTHY RINGER and
FLOYD RINGER

Plaintiffs,

v.

RELIABLE CONSTRUCTION
BUILDING AND REMODELING
SERVICES, LLC, t/d/b/a
RELIABLE CONSTRUCTION
Defendant.

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No. 05 - 1117 - CD

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

* Type of Pleading:

*

* Pre-Trial Memorandum

*

*

* Filed on behalf of:

* Defendant

*

* Counsel of Record for
* this party:

*

* James A. Naddeo

* 207 East Market Street

* P.O. Box 552

* Clearfield, PA 16830

FILED
JUL 11 2005
CLEARFIELD COUNTY
CLERK

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

DOROTHY RINGER and
FLOYD RINGER

Plaintiffs,

v.

RELIABLE CONSTRUCTION
BUILDING AND REMODELING
SERVICES, LLC, t/d/b/a
RELIABLE CONSTRUCTION

Defendant.

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No. 05 - 1117 - CD

PRE-TRIAL MEMORANDUM

I. Statement of Defense.

On or about May 21, 2004, the Defendant prepared a proposal for Plaintiffs detailing certain remodeling of the kitchen of the Plaintiffs' residence. On or about the aforementioned date, Plaintiffs accepted this proposal without modification. The Defendant commenced work on the Plaintiffs' property on or about June 7, 2004.

The Plaintiffs claimed that in the course of performing duties, the Defendant: failed to install the kitchen door as contemplated by the May 21, 2004 proposal; improperly installed the kitchen sink and plumbing attached thereto, thereby causing leakage of the plumbing and warping of the sink cabinet; failed to install the electric wiring in the remodeled kitchen pursuant to the National Electrical Code; and failed to properly design the proposed kitchen and, as such, incorporated a beam, which it

failed to use, into the kitchen design. The Plaintiffs claim that they have suffered additional costs as a result of their attempt to remedy the alleged defects caused by the Defendant. The Plaintiffs are suing under the theory of breach of contract.

The Defendant denies that it failed to perform work in a good and workmanlike manner, as required by the May 21, 2004 proposal.

The Defendant claims that during the course of construction and at the express request and insistence of the Plaintiffs, Defendant performed extra work that was not identified in May 21, 2004 proposal. This extra work included: removing existing drywall in kitchen area and drywalling, taping, finishing and painting the area; purchasing and installing undercounter lights; installing a garbage disposal including wiring switch and additional plumbing due to size; moving ceiling light fixtures, patch texture, wire and install new light; installing new drywall where walls were removed, installing joint compound three coats, texture; painting two coats over new drywall; removing three walls, including removing electrical wiring and hauling away trash; and removing existing back door and reframing and relocating door (for second time). The Defendant claims that the reasonable value of the work was Two Thousand Five Hundred Sixty Five (\$2,565.00) Dollars.

Defendant claims that upon completion of the work defined by the May 21, 2004 proposal, along with the aforementioned "extra work" not defined in the proposal, the Plaintiffs paid the Defendant the sum of Twenty-Six Thousand Eight Hundred Ten (\$26,810.00) Dollars, leaving a balance of Two Thousand (\$2,000.00) Dollars. The Defendant completed all work, including the "extra work," on or about June 26, 2004. Plaintiffs have failed to pay the Defendant the balance due upon the May 21, 2004 proposal, as well as the amount due for the "extra work," for a grand total of Four Thousand Five Hundred Sixty Five (\$4,565.00) Dollars.

II. Citation.

A. None.

III. Witnesses.

A. Mr. Joseph Andres

B. Mr. Anthony Depello

C. Mr. John McCorkle

IV. Damages.

A. As a result of Plaintiffs' breach of the May 21, 2004 contract, Plaintiffs are obligated to pay the Defendant a total sum of Two Thousand (\$2,000.00) Dollars. As a result of Plaintiffs' oral request to perform the aforementioned "extra work" which was not identified in the May 21, 2004 proposal, the

Plaintiffs are obligated to pay the Defendant Two Thousand Five Hundred Sixty-Five (\$2,565.00) Dollars. Therefore, the full amount of damages claimed by the Defendant totals Four Thousand Five Hundred Sixty Five (\$4,565.00) Dollars.

V. Exhibits.

A. Kitchen Design Plan from "Your Building Center,"
labeled "Drawing#:1."

A handwritten signature in cursive script, reading "James A. Naddeo", is written over a horizontal line.

James A. Naddeo
Attorney for Defendant

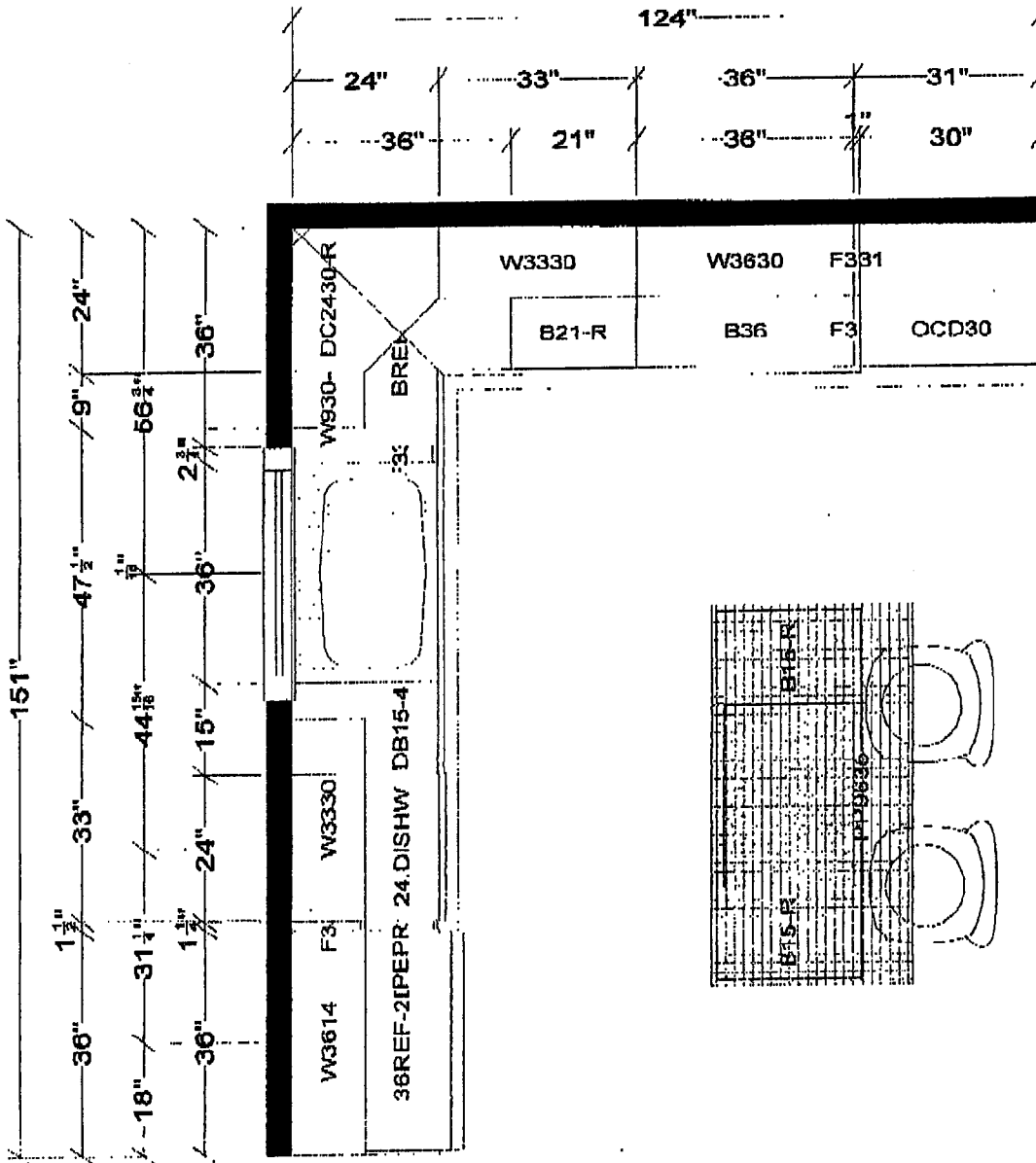


Exhibit
A.

Designed: 4/26/2005 Printed: 3/27/2006	This is an original design and must not be released or copied unless applicable fee has been paid or job order placed.	Drawing #: 1
All dimensions size designations given are subject to verification on job site and adjustment to fit job conditions.	20 TECHNOLOGIES	Fp 1
reliable, dot.kit		Drawing #: 1

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

DOROTHY RINGER and
FLOYD RINGER
Plaintiffs,

v.

RELIABLE CONSTRUCTION
BUILDING AND REMODELING
SERVICES, LLC, t/d/b/a
RELIABLE CONSTRUCTION
Defendant.

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*

No. 05 - 1117 - CD

Certificate of Service

We, Reliable Construction Building and Remodeling
Services, LLC, do hereby certify that a copy of Defendants' Pre-
Trial Memorandum was served on the following parties this 5th day
of May, 2006:


First Class Mail, Postage Prepaid

Benjamin S. Blakley III, Esquire
90 Beaver Drive, Box 6
DuBois, PA 15801

Michael P. Yeager, Esquire
Yeager, Lhota & Koerger
110 N. Second St., P.O. Box 1320
Clearfield, PA 16830

Blaise Ferraracio, Esquire
Ferraraccio & Noble
301 E. Pine Street
Clearfield, PA 16830

Courtney L. Kubista
501 E. Market Street, Suite 3
Clearfield, PA 16833


James A. Naddeo
Attorney for Defendant

LAW OFFICES OF
BLAKLEY & JONES
90 Beaver Drive, Box 6
DuBois, Pennsylvania 15801

May 10, 2006

Telephone (814) 371-2730
Fax (814) 375-1082

Benjamin S. Blakley, III

David S. Meholic, Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

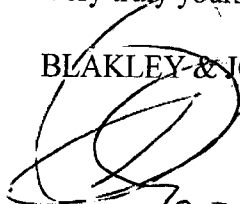
**Re: Dorothy Ringer and Floyd Ringer
v. Reliable Construction Building and Remodeling
Services, LLC, t/d/b/a Reliable Construction
No. 05-1117-CD**

Dear Mr. Meholic:

Enclosed for filing in the above matter please find the Plaintiffs' Supplemental Pretrial Memorandum.

Very truly yours,

BLAKLEY & JONES



Benjamin S. Blakley, III

BSB:glb

Enclosure

cc: James A. Naddeo, Esquire
Michael P. Yeager, Esquire
Blaise J. Ferraraccio, Esquire
Courtney L. Kubista, Esquire
Mr. & Mrs. Floyd Ringer

RECEIVED
MAY 10 2006
COURT ADMINISTRATOR'S
OFFICE



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

DOROTHY RINGER and FLOYD RINGER,	)	NO. 05-1117-C.D.
)	
Plaintiffs,	)	Type of Pleading:
	)	PLAINTIFFS' SUPPLEMENTAL PRETRIAL
	)	MEMORANDUM
v.)	
	)	Filed on Behalf of: PLAINTIFFS
RELIABLE CONSTRUCTION)	
BUILDING AND REMODELING	)	Counsel of Record:
SERVICES, LLC, t/d/b/a	)	BENJAMIN S. BLAKLEY, III
RELIABLE CONSTRUCTION,)	
	)	Supreme Court No. 26331
Defendant.)	
	)	BLAKLEY & JONES
	)	90 Beaver Drive, Box 6
	)	DuBois, PA 15801
	)	(814) 371-2730

FILED

2005

CLERK OF COURT
CLEARFIELD COUNTY

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

DOROTHY RINGER and FLOYD	)	NO. 05-1117-C.D.
RINGER,)	
)	
Plaintiffs,)	
)	
v.)	
)	
RELIABLE CONSTRUCTION)	
BUILDING AND REMODELING)	
SERVICES, LLC, t/d/b/a)	
RELIABLE CONSTRUCTION,)	
)	
Defendant.)	

PLAINTIFFS' SUPPLEMENTAL PRETRIAL MEMORANDUM

III. WITNESSES

Plaintiffs may call the following persons at the time of hearing:

- E. Ronald Shick, Guardian Inspection Services, 1739 Kiwanis Trail, DuBois,
Pennsylvania

CERTIFICATE OF SERVICE

This will certify that the undersigned served a copy of Plaintiffs' Supplemental Pretrial Memorandum in the above-captioned matter on the following parties at the addresses shown below by first-class U.S. Mail on the 10th day of May, 2006:

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

Michael P. Yeager, Esquire
P O Box 752
Clearfield PA 16803

Blaise J. Ferraraccio, Esquire
301 East Pine Street
Clearfield, PA 16830

Courtney L. Kubista, Esquire
501 East Market Street Ste 3
Clearfield PA 168300389



Benjamin S. Blakley, III

CA

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

DOROTHY RINGER and FLOYD
RINGER,

Plaintiffs,

v.

RELIABLE CONSTRUCTION
BUILDING AND REMODELING
SERVICES, LLC, t/d/b/a
RELIABLE CONSTRUCTION,

Defendant.

) NO. 05-1117-C.D.
)
)

) Type of Pleading:
) PLAINTIFFS' SUPPLEMENTAL PRETRIAL
) MEMORANDUM
)

) Filed on Behalf of: PLAINTIFFS
)

) Counsel of Record:
) BENJAMIN S. BLAKLEY, III
)

) Supreme Court No. 26331
)

) BLAKLEY & JONES
) 90 Beaver Drive, Box 6
) DuBois, PA 15801
) (814) 371-2730

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MAY 16 2006

CLEARFIELD COUNTY
CLERK OF COURT
OFFICE

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

DOROTHY RINGER and FLOYD	)	NO. 05-1117-C.D.
RINGER,)	
)	
Plaintiffs,)	
)	
v.)	
)	
RELIABLE CONSTRUCTION)	
BUILDING AND REMODELING)	
SERVICES, LLC, t/d/b/a)	
RELIABLE CONSTRUCTION,)	
)	
Defendant.)	

PLAINTIFFS' SUPPLEMENTAL PRETRIAL MEMORANDUM

III. WITNESSES

Plaintiffs may call the following persons at the time of hearing:

- F. Ronald Shick, Guardian Inspection Services, 1739 Kiwanis Trail, DuBois,
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Benjamin S. Blakley, III

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BLAKLEY & JONES
90 Beaver Drive, Box 6
Du Bois, Pennsylvania 15801

Telephone (814) 371-2730
Fax (814) 375-1082

Benjamin S. Blakley, III

FAX TRANSMITTAL SHEET

Date: May 16, 2006

Pages Sent: 4
(including this sheet)

FAX NUMBER : 765-7649

TO : *Ronda Wisor*
~~Marcy Kelley~~, Deputy Court Administrator

FROM : Benjamin S. Blakley, Esquire

RE : Ringer v. Reliable Construction

MESSAGE :

For Ben Blakley.

MAY 16 2006
COURT ADMINISTRATOR'S
OFFICE

IF YOU DID NOT RECEIVE ALL OF THE PAGES IN GOOD CONDITION, PLEASE CALL
GRETCHEN, AT (814) 371-2730

THANK YOU!

